

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

LURN, INC., a corporation,

ANIK SINGAL, individually and as an officer of
LURN, INC.,

TYRONE COHEN, individually, and

DAVID KETTNER, individually,

Defendants.

Case No. 8:23-cv-02622-AAQ

**STIPULATED ORDER FOR
PERMANENT INJUNCTION,
MONETARY RELIEF, AND
OTHER RELIEF**

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint for Permanent Injunction, Monetary Relief, and Other Relief (“Complaint”), for a permanent injunction, monetary relief, and other relief in this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108. The Commission and Defendants Lurn, Inc. (“Corporate Defendant”) and Anik Singal (“Defendant Singal”) stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.

2. The Complaint charges that Corporate Defendant and Defendant Singal participated in deceptive and unfair acts or practices that violate Section 5 of the FTC Act, 15 U.S.C. § 45, and the FTC’s Telemarketing Sales Rule (“TSR” or “Rule”), 16 C.F.R. Part 310, and that the Commission has previously determined to be unfair or deceptive in connection with the advertising, marketing, distribution, and selling of ecommerce programs and courses to consumers throughout the United States.

3. Corporate Defendant and Defendant Singal neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Corporate Defendant and Defendant Singal admit the facts necessary to establish jurisdiction.

4. Corporate Defendant and Defendant Singal waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.

5. Corporate Defendant and Defendant Singal and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For the purpose of this Order, the following definitions apply:

A. **“Clear(ly) and Conspicuous(ly)”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement,

the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

8. This disclosure must not be presented to the consumer through a hyperlink.

9. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

B. “**Defendants**” means all of the Individual Defendants and the Corporate Defendant, individually, collectively, or in any combination.

1. **“Corporate Defendant”** means Lurn, Inc., and its successors and assigns.
2. **“Individual Defendants”** means Anik Singal, Tyrone Cohen, and David

Kettner.

B. **“Earnings Claim”** means any representation, specific or general, about income, revenues, financial gains, percentage gains, profit, net profit, gross profit, or return on investment. Earnings Claims include, but are not limited to: (a) any chart, table, or mathematical calculation that demonstrates possible results based upon a combination of variables; and (b) any statements from which a prospective purchaser can reasonably infer that he or she will earn a minimum level of income (e.g., “earn enough money to buy a Porsche,” “earn a six-figure income,” or “earn your investment back within one year”); and (c) any statements, claims, success stories, endorsements, or testimonials about the performance or profitability of representatives, endorsers, instructors, or customers.

C. **“Investment Opportunity”** includes anything, tangible or intangible, that is offered, offered for sale, sold, or traded based wholly or in part on representations, either express or implied, about past, present, or future income, profit, or appreciation.

D. **“Telemarketing”** means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.

ORDER

I. PROHIBITION CONCERNING EARNINGS CLAIMS

IT IS ORDERED that Corporate Defendant, Defendant Singal, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection

with promoting or offering for sale any good or service, are permanently restrained and enjoined from making any Earnings Claims or assisting others in making any Earnings Claims, expressly or by implication, unless:

- A. The Earnings Claims are non-misleading;
- B. At the time the Earnings Claims are made, Corporate Defendant and Defendant Singal have a reasonable basis for the claims and have in their possession written materials that substantiate them;
- C. To the extent that the Earnings Claims concern the performance or profitability of specific representatives, endorsers, instructors, or customers:
 1. Corporate Defendant and Defendant Singal must Clearly and Conspicuously disclose typical customer results, and have written substantiation for such typical results; and
 2. If Corporate Defendant or Defendant Singal make any statements characterizing or qualifying the typical results (by saying, for example, “most students do not earn income because they do not complete the program”), Corporate Defendant and Defendant Singal must have written substantiation for those statements as well;
- D. Corporate Defendant and Defendant Singal make the written substantiation for Earnings Claims available upon request to the consumer, potential purchaser, and the FTC; and
- E. Any earnings of Corporate Defendant and Defendant Singal that form the basis for the Earnings Claims were achieved in compliance with the law.

II. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Corporate Defendant and Defendant Singal, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any good or service, are permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication:

- A. The description of the good or service;
- B. That any past performance referenced in Corporate Defendant's or Defendant Singal's advertising, marketing, promoting, offering for sale, or selling of any good or service is indicative of future results;
- C. That any testimonials Corporate Defendant or Defendant Singal use in the advertising, marketing, promoting, offering for sale, or selling of any good or service reflect the experience that consumers are likely to have using such products or services;
- D. That purchasers or users of Corporate Defendant's or Defendant Singal's products or services will or are likely to achieve substantial profits or earnings;
- E. The risk, earnings potential, or profitability of goods or services that are the subject of a sales offer;
- F. The background, expertise, or other information about the skills or accomplishments of any person whose name or likeness is used in promoting Corporate Defendant's or Defendant Singal's goods or services to prospective purchasers;

- G. The level of experience required for consumers to effectively use Corporate Defendant's or Defendant Singal's goods or services;
- H. The time or effort required for consumers to effectively use Corporate Defendant's or Defendant Singal's goods or services;
- I. That Corporate Defendant's or Defendant Singal's goods or services will be sold to only a limited number of prospective participants;
- J. Any material aspect of the nature or terms of a refund, cancellation, or exchange policy for the good or service; or
- K. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions; limitations; or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

III. PROHIBITIONS REGARDING TELEMARKETING

IT IS FURTHER ORDERED that Corporate Defendant and Defendant Singal, their officers, agents, and employees, and all other persons in active concert or participation with them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with Telemarketing of any goods or services are permanently restrained and enjoined from:

- A. Misrepresenting earnings potential or profitability;
- B. Misrepresenting material aspects of an Investment Opportunity;
- C. Misrepresenting any material aspect of the performance, efficacy, nature, or central characteristics of goods or services that are the subject of a sales offer;
- D. Making a false or misleading statement to induce any person to pay for goods or services; or
- E. Violating any provision of the TSR, 16 C.F.R. Part 310, attached as Attachment B.

IV. JUDGMENT FOR MONETARY RELIEF

IT IS FURTHER ORDERED that:

A. Judgment in the amount of \$14,077,121 is entered in favor of the Commission against Corporate Defendant and Defendant Singal, jointly and severally, as monetary relief.

B. Corporate Defendant and Defendant Singal are ordered to pay to the Commission \$2,500,000.00, which, as they stipulate, their undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission. Upon such payment, the remainder of the judgment is suspended, subject to the Subsections below.

C. The Commission's agreement to the suspension of the remainder of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Corporate Defendant and Defendant Singal's sworn financial statements and related documents (collectively, "Financial Attestations") submitted to the Commission, namely:

1. the Financial Statement of Anik Singal, signed on May 22, 2023, and all attachments thereto;
2. the Financial Statement of Lurn, Inc., signed by Richard Ruggiero on March 28, 2023, and all attachments thereto;
3. the updated Financial Statement of Lurn, Inc., signed by Anik Singal on May 23, 2023, and all attachments thereto;
4. the additional information submitted by email from Greg Christiansen to Commission Counsel, Ben Davidson, Josh Doan, and Allen Dreschel, on May 12, 2023, and the attachment thereto, a letter of May 11, 2023 from Greg Christiansen to

Commission counsel, Ben Davidson, Josh Doan, and Allen Dreschel, on the subject of Mr. Singal's asset portfolio;

5. the additional information submitted by email from Michael Carrigan to Commission counsel, Josh Doan, on June 7, 2023, and the attachment thereto, a letter of June 7, 2023 from Joseph Garcia, Senior Liability Claim Specialist, Sedgwick, regarding the Singal Insurance Company;

6. the additional documentation submitted by email from Greg Christiansen to Commission counsel, Allen Dreschel, on May 18, 2023, and all attachments thereto, including the Management Report for Singal Holding I LLC, the Balance Sheet for Kurma, the Profit and Loss Statement for Kurma;

7. the additional documentation submitted by email from Greg Christiansen to Commission counsel, Allen Dreschel, on May 22, 2023, and all the attachments thereto, including the Management Report for Singal Holding I LLC, the Balance Sheet for Kurma, and the Profit and Loss Statement for Kurma; the Balance Sheet for Tenacity Watches, LLC, the Profit and Loss Statement for Tenacity Watches, LLC, the letter of March 13, 2023 from Mr. Joseph Garcia of Sedgwick to Mr. Richard Lurn regarding insurance issues, the insurance policies, schedules of coverage, and associated documents from HRP Insurance Company, Inc., the "Schedule 9 -- Contingent Liabilities" document submitted in connection with the Financial Statement of Anik Singal, the "Personal Financial Statement" supplementary document submitted in connection with the Financial Statement of Anik Singal, and the document detailing Anik Singal's gross income submitted in connection with the Financial Statement of Anik Singal;

8. the additional documentation submitted by email from Greg Christiansen

to Commission counsel, Allen Dreschel, on May 25, 2023, and all attachments thereto, including a document that contains images of six personal checks sent by Anik Singal in 2021 and 2022, and the account statements for certain of Anik Singal's cryptocurrency holdings;

9. the additional documentation submitted by email from Greg Christiansen to Commission counsel, Benjamin Davidson, Josh Doan, and Allen Dreschel, on June 1, 2023, and all attachments thereto, including the letter of Greg Christiansen to Commission counsel, Benjamin Davidson, Josh Doan, and Allen Dreschel dated May 31, 2023, regarding the liquidity status of Anik Singal's various real estate and investment holdings; the letter of May 29, 2023 from Jason M. Cross, Managing Director, Capital Markets, Redbrick LMD, LLC, to Anik Singal, regarding the liquidity status of his investment holdings in Redbrick OZ Fund, LLC; the letter of May 29, 2023 from Miguel Jauregui, Head of Capital Markets, SAB, to Anik and Andrea Singal, regarding the potential to obtain commercial real estate financing for the Mountain Express properties; the letter of May 29, 2023 from Jonathan Tower, Arctaris Impact Investors, LLC, to Anik Singal, regarding the rules that govern redemptions and distributions from the Arctaris Opportunity Zone Fund; the April 16, 2022 supplement to the Amended and Restated Private Placement Memorandum for the Caliber Tax Advantaged Opportunity Zone Fund, LP; the Subscription Completion Package document issued in conjunction with the purchase of Caliber Tax Advantaged Opportunity Zone Fund, LP Units; the email of May 26, 2023 from Matt Cardall, Senior Vice President, Private Wealth Partners, CIM Group, to Anik Singal, regarding the minimum holding period for investments in the CIM Opportunity Zone Fund; and the

document with a list of sources of income for Kurma from January 2022 to April 2023;

10. the additional information submitted by email from Michael Carrigan to Commission counsel, Josh Doan, on June 7, 2023, and the attachment thereto, a letter of June 7, 2023 from Joseph Garcia, Senior Liability Claim Specialist, Sedgwick, regarding the Singal Insurance Company; and

11. the additional information submitted by email from Michael Carrigan to Commission counsel, Josh Doan, on June 9, 2023, regarding the bankruptcy status of the Mountain Express Properties and related issues.

D. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds that Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the Financial Attestations identified above.

E. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

V. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Corporate Defendant and Defendant Singal relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

B. The facts alleged in the Complaint will be taken as true, without further proof, in

any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

C. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

D. Corporate Defendant and Defendant Singal acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which they must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

E. All money received by the Commission pursuant to Section IV.A of this Order may be deposited into a fund administered by the Commission or its designee to be used for consumer relief, such as redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after such redress is completed, the Commission may apply any remaining money for such related relief as it determines to be reasonably related to Corporate Defendant and Defendant Singal's practices alleged in the Complaint. Any money not used for relief is to be deposited to the U.S. Treasury. Corporate Defendant and Defendant Singal have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

VI. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Corporate Defendant and Defendant Singal, their officers, agents, employees, attorneys, and all other persons in active concert or participation

with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Corporate Defendant and Defendant Singal must provide it, in the form prescribed by the Commission, within 14 days.

VII. NOTICE TO CUSTOMERS

IT IS FURTHER ORDERED that, within 7 days of entry of this Order, Corporate Defendant and Defendant Singal shall email notice in the form shown in Attachment A to all persons who purchased goods or services marketed or sold by Corporate Defendant, of any type at any time between May 1, 2019, and the date of the entry of this Order, with the subject line, “What the FTC Settlement Means for Lurn Customers.” Notices sent by email shall be sent from an email address that Corporate Defendant regularly uses for communicating with consumers and Corporate Defendant and Defendant Singal shall make commercially reasonable efforts to leverage technologies to ensure the deliverability of emails (for example, but not limited to, SPF, DKIM, and use of sending IP addresses with known good reputations). Within 15 days of entry of this Order, Corporate Defendant and Defendant Singal shall mail the form shown in Attachment A via first-class mail, postage prepaid with address forwarding requested, to the last known mailing address of any intended email recipient whose emailed message delivery fails. No information other than that contained in Attachment A shall be included in or added to the notice required by this Section, nor shall any other materials be transmitted with the notice.

VIII. COOPERATION

IT IS FURTHER ORDERED that Corporate Defendant and Defendant Singal must fully cooperate with representatives of the Commission in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint.

Corporate Defendant and Defendant Singal must provide truthful and complete information, evidence, and testimony. Defendant Singal must appear, and Corporate Defendant must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the service of a subpoena.

IX. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Corporate Defendant and Defendant Singal obtain acknowledgments of receipt of this Order:

A. Corporate Defendant and Defendant Singal, within 7 days of entry of this Order, must each submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 10 years after entry of this Order, Defendant Singal, for any business he individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and Corporate Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which Corporate Defendant or Defendant Singal delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated

acknowledgment of receipt of this Order.

X. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Corporate Defendant and Defendant Singal make timely submissions to the Commission:

A. One year after entry of this Order, Corporate Defendant and Defendant Singal must each submit a compliance report, sworn under penalty of perjury:

1. Corporate Defendant and Defendant Singal must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with that Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Defendant Singal must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, Defendant Singal must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control,

and any ownership.

B. For ten years after entry of this Order, Corporate Defendant and Defendant Singal must each submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Corporate Defendant and Defendant Singal must report any change in: (a) any designated point of contact; or (b) the structure of Corporate Defendant or any entity that Corporate Defendant or Defendant Singal has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, Defendant Singal must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Corporate Defendant and Defendant Singal must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14 days of its filing.

D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s

full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. Lurn, Inc., Matter No. 2223056.

XI. RECORDKEEPING

IT IS FURTHER ORDERED that Corporate Defendant and Defendant Singal must create certain records for ten years after entry of the Order and retain each such record for 5 years. Specifically, Corporate Defendant and Defendant Singal, for any business that such Defendant, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. accounting records showing the revenues from all goods or services sold;
- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- E. a copy of each unique advertisement or other marketing material.

XII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Corporate Defendant and Defendant Singal's compliance with this Order and any failure to transfer any assets as required by this Order:

A. Within 14 days of receipt of a written request from a representative of the Commission, Corporate Defendant and Defendant Singal must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with Corporate Defendant and Defendant Singal. Corporate Defendant and Defendant Singal must permit representatives of the Commission to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Corporate Defendant and Defendant Singal or any individual or entity affiliated with such defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

D. Upon written request from a representative of the Commission, any consumer reporting agency must furnish consumer reports concerning Defendant Singal, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

XIII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED this ___ day of _____, 2023.

UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FEDERAL TRADE COMMISSION



Date: 9/27/03

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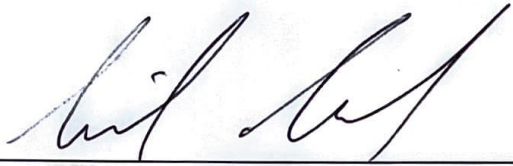
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DEFENDANTS: Lurn, Inc., and Anik Singal



A handwritten signature in black ink, appearing to read 'Anik Singal', is written above a horizontal line.

Date: 07/28/23

Anik Singal, individually

and as an officer of Lurn, Inc.

ATTACHMENT A

Subject: Lurn, Inc. Settlement of FTC Deception Case

Dear <Customer>:

Because our records show you've been a customer of our company, we're writing to let you know that the Federal Trade Commission, the nation's consumer protection agency, has sued and reached a settlement with Lurn, Inc., Anik Singal, and others.

What happened?

The FTC sued us and said that our claims about how much people could earn using our programs were deceptive because we didn't have sufficient evidence that customers were likely to earn what we said they could.

What we're doing in response

To settle the lawsuit with the FTC

- **We won't make claims about earnings without written proof.** If we make claims about how much people can earn, we must have written proof that a typical customer is likely to get that kind of result. It also means we can't use testimonials, like those we have featured in our webinars, that would lead you to believe those experiences are typical unless we have written proof that they are.
- **We won't make claims about the typical experience our customers have without written proof.** That includes what you'd need to participate in our program, like the time commitment and the amount of money or experience required to be successful.

What you should know about money-making offers

Before you pay for any offer that includes claims about how much money you can make as a participant, we and the FTC encourage you to

- Take your time.
- Avoid high-pressure sales pitches that require you to act now or risk losing out.
- Be skeptical about success stories and testimonials.
- Do your research. Search online for the company's name plus words like "review," "scam," or "complaint."

We are pleased with the settlement with the FTC and are committed to following its requirements. We believe that ultimately it will result in a better experience for all our customers.

For more information about Lurn's settlement with the FTC, visit [FTC URL].

Sincerely,

[signature for Lurn]

Lurn, Inc.