

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

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U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

FILED

FEDERAL TRADE COMMISSION,)

Plaintiff,)

v.)

NATIONAL SOLUTIONS LLC, a Florida)
limited liability company, also d/b/a Blue Scape)
Timeshares International, Country Wide)
Timeshares, Countrywide Timesharesales MA,)
Landmark Timeshares, Property Direct, Quicksale)
Property, Sun Property Networks, Sun Property's,)
Universal Property, and VIM Timeshares;)
LANDMARK MARKETING LLC, a Florida)
limited liability company, also d/b/a Blue Scape)
Timeshares, Country Wide Timeshares)
International, Property DRK, Quick Sale)
Advisers, Quick Sale International, and Universal)
Property International; RED SOLUTIONS LLC,)
a Florida limited liability company, also d/b/a City)
Resorts, and Resort Advisors; ENTERPRISE)
AMERICA, LLC, a Florida limited liability)
company, also d/b/a American Timeshares, Exit)
Week, and Resort Advisors International;)
INVESTMENTS GROUP OF FLORIDA, LLC, a)
Florida limited liability company, also d/b/a Resort)
Advisors AM; MULTIGLOBE LLC, a Florida)
limited liability company, also d/b/a Universal)
Property; LEANDRO VELAZQUEZ; SAMUEL)
VELAZQUEZ; JOEL VELAZQUEZ; KIOMARY)
CRUZ; and EDGAR GONZALEZ,)

Defendants.)

Civ No. 11-cv-1131-ORL-2013-GJK

Judge Anne C. Conway

Magistrate Judge Gregory J. Kelly

**ORDER FOR PERMANENT INJUNCTION
AND MONETARY RELIEF AS TO DEFENDANTS NATIONAL
SOLUTIONS LLC; LANDMARK MARKETING LLC; RED SOLUTIONS LLC;
ENTERPRISE AMERICA, LLC; INVESTMENTS GROUP OF FLORIDA, LLC;
MULTIGLOBE LLC; AND KIOMARY CRUZ**

On July 11, 2011, Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed a Complaint for Permanent Injunction and Other Equitable Relief 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, to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s Trade Regulation Rule entitled “Telemarketing Sales Rule” (“TSR”), 16 C.F.R. Part 310. On December 10, 2012, the FTC filed its First Amended Complaint for Permanent Injunction and Other Equitable Relief, setting out further allegations regarding Kiomary Cruz.

The Court, having entered a final default judgment against Defendants National Solutions LLC; Landmark Marketing LLC; Red Solutions LLC; Enterprise America, LLC; Investments Group of Florida, LLC; Multiglobe LLC; and Kiomary Cruz (hereinafter referred to as “Defaulting Defendants”), **IT IS ORDERED** as follows:

DEFINITIONS

For purposes of this Order, the following definitions shall apply:

1. **“Asset” or “Assets”** means any legal or equitable interest in, right to, or claim to, any real or personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” or “notes,” (as these terms are defined in the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all cash, wherever located.

2. **“Assisting Others”** includes, but is not limited to: (a) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (b) formulating or providing, or arranging for the formulation or provision of, any sales script or other marketing material; (c) providing names of, or assisting in the generation of, potential customers; (d) performing or providing marketing or billing services of any kind; or (e) acting as an officer or director of a business entity.

3. **“Corporate Defendants” or “Corporate Defaulting Defendants”** means National Solutions LLC, also d/b/a Blue Scape Timeshares International, Country Wide Timeshares, Countrywide Timesharesales MA, Landmark Timeshares, Property Direct, Quicksale Property, Sun Property Networks, Sun Property’s, Universal Property, and VIM Timeshares; Landmark Marketing LLC, also d/b/a Blue Scape Timeshares, Country Wide Timeshares International, Property DRK, Quick Sale Advisers, Quick Sale International, and Universal Property International; Red Solutions LLC, also d/b/a City Resorts and Resort

Advisors; Enterprise America, LLC, also d/b/a American Timeshares, Exit Week, and Resort Advisors International; Investments Group of Florida, LLC, also d/b/a Resort Advisors AM; and MultiGlobe LLC, also d/b/a Universal Propertyts, or any of them, and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities.

4. **“Defaulting Defendants”** mean National Solutions LLC, also d/b/a Blue Scape Timeshares International, Country Wide Timeshares, Countrywide Timesharesales MA, Landmark Timeshares, Propertyts Direct, Quicksale Propertyts, Sun Property Networks, Sun Property’s, Universal Propertyts, and VIM Timeshares; Landmark Marketing LLC, also d/b/a Blue Scape Timeshares, Country Wide Timeshares International, Propertyts DRK, Quick Sale Advisers, Quick Sale International, and Universal Propertyts International; Red Solutions LLC, also d/b/a City Resorts and Resort Advisors; Enterprise America, LLC, also d/b/a American Timeshares, Exit Week, and Resort Advisors International; Investments Group of Florida, LLC, also d/b/a Resort Advisors AM; MultiGlobe LLC, also d/b/a Universal Propertyts, or any of them, and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities; and Kiomary Cruz.

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

6. **“Document”** or **“Documents”** means any materials listed in Federal Rule of Civil Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and

video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or nonidentical copy is a separate Document within the meaning of the term.

7. **“Financial Institution”** means any bank, savings and loan institution, credit union, or any financial depository of any kind, including, but not limited to, any brokerage house, trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious metal dealer.

8. **“Individual Defaulting Defendant”** means Kiomary Cruz, and by whatever other names she may be known.

9. **“Individual Defendants”** means Leandro Velazquez, Samuel Velazquez, Joel Velazquez, Kiomary Cruz, and Edgar Gonzalez, and by whatever other names each may be known.

10. **“Material”** means likely to affect a person’s choice of, or conduct regarding, goods or services.

11. **“Person”** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

12. **“Plaintiff”** means the Federal Trade Commission (“FTC” or “Commission”).

13. **“Receiver”** means the Permanent Equity Receiver Burton W. Wiand, of Wiand Guerra King, P.L., appointed over the Corporate Defendants by the August 9, 2011,

Preliminary Injunction [DE 60], and over Globevestments, Inc., by order of the Court dated July 9, 2012 [DE 126].

14. **“Receivership Defendants”** means the Corporate Defendants and Globevestments, Inc., or any of them, and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities.

15. **“Telemarketing”** means any plan, program, or campaign (whether or not covered by the TSR, 16 C.F.R. Part 310) that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

16. **“Timeshare”** means any right of ownership or occupancy in any vacation property or properties (including, but not limited to, condominiums, resorts, campgrounds, and cruise ships) that provides rights-holders with periodic usage or occupancy rights. The term shall include “points-based” programs that provide similar ownership or occupancy benefits.

17. **“Timeshare Resale Service”** means any good, service, plan or program represented, expressly or by implication, to assist an individual in advertising, marketing, promoting, offering for sale or rent, or selling or renting the individual’s timeshare.

ORDER

I.

PERMANENT BAN ON TELEMARKETING

IT IS THEREFORE ORDERED that Defaulting Defendants, whether acting directly or through any Person, business entity, trust, corporation, partnership, limited

liability company, subsidiary, division, or other device, are hereby permanently restrained and enjoined from Telemarketing, or Assisting Others engaged in Telemarketing.

II.

PERMANENT BAN ON TIMESHARE RESALE SERVICES

IT IS FURTHER ORDERED that Defaulting Defendants, whether acting directly or through any Person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, are hereby permanently restrained and enjoined from engaging in, participating in, or Assisting Others in the advertising, marketing, promotion, offering for sale, or sale of any Timeshare Resale Service.

III.

PROHIBITED PRACTICES RELATING TO ANY GOODS OR SERVICES

IT IS FURTHER ORDERED that Defaulting Defendants, and their officers, agents, servants, employees, and attorneys, and all other Persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any Person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of any good or service, are hereby permanently restrained and enjoined from misrepresenting, or Assisting Others in misrepresenting, expressly or by implication, any material fact, including, but not limited to:

- A. The total cost to purchase, receive, or use the good or service;

B. Any Material restriction, limitation, or condition to purchase, receive, or use the good or service;

C. Any Material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for the good or service; and

D. Any Material aspect of the performance, efficacy, nature, or central characteristics of the good or service.

IV.

MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment is hereby entered in favor of the Commission and against jointly and severally Defaulting Defendants and Defendants for equitable monetary relief, including, but not limited to, a reasonable approximation of Defendants' net sales of their timeshare resale services, in the amount of six-million, two-hundred ninety-three thousand, nine-hundred thirty-one dollars and eleven cents (\$6,293,931.11);

B. Upon entry of this Order, this monetary judgment shall become immediately due and payable by Defaulting Defendants and Defendants, and interest, computed pursuant to 28 U.S.C. § 1961(a), as amended, immediately shall begin to accrue upon the unpaid balance;

C. Payment shall be made to the Commission by wire transfer in accordance with the directions provided by counsel for the Commission, or by certified check or other guaranteed funds payable to and delivered to the Commission;

D. The Commission shall be entitled to immediately exercise any and all rights and remedies against Defaulting Defendants and their Assets to collect the judgment and interest thereon, less any amounts already paid; and

E. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress, and any attendant expenses for the administration of such equitable relief. If the Commission determines, in its sole discretion, that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint and the First Amended Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defaulting Defendants shall have no right to challenge the Commission's choice of remedies under this Section. Defaulting Defendants shall have no right to contest the manner of distribution chosen by the Commission. This judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment or forfeiture.

V.

TURNOVER OF ASSETS HELD BY THIRD PARTIES

IT IS FURTHER ORDERED that, in order to partially satisfy the monetary judgment set forth in Section IV above, any financial or brokerage institution, escrow agent, title company, commodity trading company, automated clearing house, network transaction

processor, payment processor, business entity, or person that holds, controls, or maintains custody of any account or asset of any Defaulting Defendant, or any account or asset held on behalf of, or for the benefit of, any Defaulting Defendant, or any account or asset frozen pursuant to (a) the Preliminary Injunction as to Individual Defaulting Defendant Kiomary Cruz [DE 57]; and (b) the Preliminary Injunction as to the Corporate Defaulting Defendants [DE 60], previously entered in this matter, shall turn over such account or asset to the Commission, by wire transfer in accordance with the directions provided by counsel for the Commission, or by certified check or other guaranteed funds payable to and delivered to the Commission, within ten (10) business days of receiving notice of this Order by any means, including, but not limited to, via facsimile.

VI.

PROHIBITION ON COLLECTING ON ACCOUNTS

IT IS FURTHER ORDERED that Defaulting Defendants, and their officers, agents, servants, employees, and attorneys, and all other Persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from attempting to collect, collecting, selling, assigning, or otherwise transferring any right to collect payment from any consumer who purchased or agreed to purchase any Timeshare Resale Service from any Defendant.

VII.

PROHIBITIONS REGARDING CONSUMER INFORMATION

IT IS FURTHER ORDERED that Defaulting Defendants, and their officers, agents, servants, employees, and attorneys, and all other Persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from:

A. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), of any Person which any Defendant obtained prior to entry of this Order in connection with the marketing or sale of any Timeshare Resale Service; and

B. Failing to dispose of such customer information in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed. *Provided, however,* that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by a law, regulation, or court order.

VIII.

ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defaulting Defendants obtain acknowledgments of receipt of this Order:

A. Each Defaulting Defendant, within seven (7) days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For five (5) years after entry of this Order, the Defaulting Defendants for any business that such Defaulting Defendants, individually or collectively with any other Defendant, is the majority owner or directly or indirectly controls, must deliver a copy of this Order to: (1) all principals, officers, directors, and managers; (2) all employees, 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 seven (7) days of entry of this Order for current personnel. To all others, delivery must occur before they assume their responsibilities. In any other business, such as those in which the Individual Defaulting Defendant is an employee without any ownership or control, the Defaulting Defendant must deliver a copy of this Order to all principals and managers of the business before participating in conduct related to the subject matter of this Order.

C. From each individual or entity to which a Defaulting Defendant delivered a copy of this Order, that Defaulting Defendant must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

IX.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defaulting Defendants make timely submissions to the Commission:

A. One (1) year after entry of this Order, each Defaulting Defendant must submit a compliance report, sworn under penalty of perjury.

1. Each Defaulting Defendant must: (a) designate at least one telephone number and an email, physical, and postal address as points of contact, which representatives of the Commission may use to communicate with Defaulting Defendant; (b) identify all of that Defaulting 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 products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Defaulting Defendant must describe if the Defaulting Defendant should know due to the Defaulting Defendant's own involvement); (d) describe in detail whether and how that Defaulting 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, the Individual Defaulting Defendant must: (a) identify all telephone numbers and all email, Internet, physical, and postal addresses, including all residences; (b) identify all titles and roles in all business activities, including any business for which such Individual Defaulting Defendant performs services whether

as an employee or otherwise and any entity in which such Individual Defaulting Defendant has any ownership interest; and (c) describe in detail such Individual Defaulting Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For five (5) years following entry of this Order, each Defaulting Defendant must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Each Defaulting Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defaulting Defendant or any entity that Defaulting Defendant has any ownership interest in or directly or indirectly controls 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, each Defaulting Defendant 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 Defaulting Defendant performs services whether as an employee or otherwise and any entity in which such Defaulting Defendant has any ownership interest, and identify its name, physical address, and Internet address, if any.

C. Each Defaulting Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such Defaulting Defendant within fourteen (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. [name of Defaulting Defendant]; FTC File No. X110042.

X.

RECORD KEEPING

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

A. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;

B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;

C. 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. Copies of all sales scripts, training materials, advertisements, or other marketing materials.

XI.

COMPLIANCE MONITORING

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

A. Within twenty-one (21) days of receipt of a written request from a representative of the Commission, each Defaulting Defendant 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 each Defaulting Defendant. Defaulting Defendant must permit representatives of the Commission to interview any employee or other person affiliated with any Defaulting 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 Defaulting Defendants or any individual or entity affiliated with Defaulting 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.

XII.

DISSOLUTION OF ASSET FREEZE

IT IS FURTHER ORDERED that the freeze on the Assets of Defaulting Defendants shall remain in effect until the Commission has received the total amount required by Section IV above, *provided, however*, that Defaulting Defendants may transfer funds to the extent necessary to make all payments required by Section IV. Upon payment to the Commission of the total amount required by Section IV above, the freeze against the assets of Defaulting Defendants shall be lifted permanently.

XIII.

COMPLETION OF RECEIVERSHIP

IT IS FURTHER ORDERED that the appointment of Burton W. Wiand, of Wiand Guerra King, P.L., as Permanent Equity Receiver (“Receiver”) over National Solutions LLC; Landmark Marketing LLC; Red Solutions LLC; Enterprise America, LLC; Investments Group of Florida, LLC; and Multiglobe LLC, pursuant to Section IX of the Preliminary Injunction entered on August 9, 2011 [DE 60], and over Globevestments, Inc., pursuant to the Court order dated July 9, 2012 [DE 126], is hereby continued as modified by this Section.

A. The Receiver is directed and authorized to accomplish the following:

1. Complete the process of taking custody, control, and possession of all Assets of the Receivership Defendants and Globevestments, Inc., pursuant to Section IX.B of the Preliminary Injunction entered on August 9, 2011 [DE 60], except the Receiver is not authorized to take possession of the Real Property Located at 2010 Cedar Garden Drive, Orlando, Florida without further judicial proceedings consistent with Federal and Florida law (*See* [DE 126 at p. 2]);

2. Complete, as necessary, the liquidation of all Assets of the Receivership Defendants and Globevestments, Inc., except the Receiver is not authorized to take possession of the Real Property Located at 2010 Cedar Garden Drive, Orlando, Florida without further judicial proceedings consistent with Federal and Florida law (*See* [DE 126 at p. 2]);

3. Prepare and submit a report describing the Receiver's activities pursuant to this Order within thirty (30) days of the date of this Order and by the same date, provide an anticipated schedule for winding up the receivership.

XIV.

SEVERABILITY

IT IS FURTHER ORDERED that the provisions of this Order are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

XV.

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.

JUDGMENT IS THEREFORE ENTERED in favor of the Plaintiff and against Defaulting Defendants, pursuant to all the terms and conditions recited above.

IT IS SO ORDERED.

Dated: March 5, 2013



HONORABLE ANNE C. CONWAY
United States District Judge