

UNITED STATES DISTRICT COURT  
DISTRICT OF MARYLAND  
SOUTHERN DIVISION

*In re* SANCTUARY BELIZE LITIGATION

No.: 18-cv-3309-PJM

**PRELIMINARY INJUNCTION AS TO DEFENDANTS ANDRIS PUKKE,  
PETER BAKER, LUKE CHADWICK, JOHN USHER, CERTAIN CORPORATE  
DEFENDANTS, AND THE ESTATE OF JOHN PUKKE**

On October 31, 2018, Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), ECF No. 1, pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-6108. That same day, the FTC moved, pursuant to Fed. R. Civ. P. 65(b), for a temporary restraining order, asset freeze, writs *ne exeat*, appointment of a temporary receiver, other equitable relief, and an order to show cause why a preliminary injunction should not issue against individual defendants Andris Pukke, Peter Baker, Luke Chadwick, John Usher, Rod Kazazi, Brandi Greenfield, Frank Costanzo, corporate defendants Global Property Alliance, Inc., Sittee River Wildlife Reserve, Buy Belize, LLC, Buy International, Inc., Foundation Development Management, Inc., Eco-Futures Development, Eco-Futures Belize Limited, Power Haus Marketing, Sanctuary Belize Property Owners’ Association, Prodigy Management Group LLC, Foundation Partners, BG Marketing, LLC, Ecological Fox, LLC, Belize Real Estate Affiliates LLC, Exotic Investor LLC, Southern Belize Realty LLC, and

Atlantic International Bank Ltd., and relief defendants Angela Chittenden, Beach Bunny Holdings, LLC, Deborah Connelly, John Vipulis, and the Estate of John Pukke.

On November 5, 2018, the Court granted the FTC's *ex parte* motion and entered a temporary restraining order (the "TRO"). ECF No. 5-2. The Court amended the TRO on November 12, 2018, ECF No. 15, and entered an Interim Preliminary Injunction on November 20, 2018 (the "IPI"). ECF No. 34. On January 11, 2019, the FTC amended its Complaint to add defendants Michael Santos and Newport Land Group LLC ("NLG"), and the Court extended the IPI to cover Michael Santos while NLG was already within the Receivership. ECF No. 107. On June 24, 2019, following due and proper notice, the Court entered an order allowing the Receiver to use assets held in NLG's name for receivership purposes. ECF No. 507.

On February 13, 2019, the Court entered a stipulated preliminary injunction as to defendants Rod Kazazi, Brandi Greenfield, Frank Costanzo, Michael Santos, Foundation Partners, BG Marketing, LLC, Ecological Fox, LLC, and relief defendants Angela Chittenden, Beach Bunny Holdings, LLC, and Deborah Connelly. ECF No. 195. Except with respect to Section XXIV, nothing herein modifies the stipulated preliminary injunction concerning these stipulating defendants.

Separately, the FTC settled its claim with Relief Defendant John Vipulis, and the Court dismissed the FTC's claim against him with prejudice on March 25, 2019. ECF No. 352. The Court entered a stay as to Atlantic International Bank, Ltd. ("AIBL") on July 10, 2019, ECF No. 520, so that the Commission may review a proposed settlement agreement. The Court has also stayed the case as to Defendants Frank Costanzo, Ecological Fox LLC, and Deborah Connelly because of a proposed settlement. ECF Nos. 389, 478, 532. Nothing herein modifies the Court's

prior orders (including orders regarding the asset freeze and stays) concerning AIBL, NLG, Costanzo, Ecological Fox, or Connelly.

The Court, having considered the testimony at the Preliminary Injunction hearing, the parties' written submissions, and argument of counsel, enters this Preliminary Injunction Order ("Order") against Andris Pukke, Peter Baker, Luke Chadwick, John Usher, Global Property Alliance, Inc., Sittee River Wildlife Reserve, Buy Belize, LLC, Buy International, Inc., Foundation Development Management, Inc., Eco-Futures Development, Eco-Futures Belize Limited, Power Haus Marketing, Sanctuary Belize Property Owners' Association, Prodigy Management Group LLC, Belize Real Estate Affiliates LLC, Exotic Investor LLC, Southern Belize Realty LLC, and the Estate of John Pukke.

#### **FINDINGS OF FACT**

A. This Court has jurisdiction over the subject matter of this case, and there is good cause to believe that it will have jurisdiction over all parties hereto and that venue in this district is proper.

B. Detailed evidence, including testimony of defendants, consumer testimony, documents and testimony from Defendants' former employees, financial records, and Defendants' documents, demonstrates the FTC has a fair and tenable chance of establishing that Global Property Alliance, Inc., Sittee River Wildlife Reserve, Buy Belize, LLC, Buy International, Inc., Foundation Development Management, Inc., Eco-Futures Development, Eco-Futures Belize Limited, Power Haus Marketing, Sanctuary Belize Property Owners' Association, Prodigy Management Group LLC, Belize Real Estate Affiliates LLC, Exotic Investor LLC, Southern Belize Realty LLC, Foundation Partners, BG Marketing, LLC, Ecological Fox, LLC,

and Newport Land Group LLC operated as a common enterprise (“Sanctuary Belize Enterprise”) (“SBE”).

C. The evidence presented shows that there is a fair and tenable chance that in numerous instances, SBE telemarketed real estate investments in Belize, representing to consumers that:

1. SBE's “no debt” business model made Sanctuary Belize a less risky investment than one in which the developer would have to make payments to lenders and creditors;
2. in part because of the “no debt” model, every dollar the developer collected from lot sales would be reinvested in the development;
3. this funding stream meant the developer would finish the development quickly, i.e., within two to five years;
4. that the finished development would boast luxury amenities including, among other things, a 250-slip world-class marina, a “marina village” with shops, restaurants, and cafes, a hotel, an American-caliber hospital, and a nearby airport;
5. these amenities meant that the lots would appreciate in value from 200% to 300% within two to three years; and
6. consumers would realize this rapid appreciation without difficulty because there would be a robust market for resale of the lots.

D. The evidence presented shows that there is a fair and tenable chance that SBE represented that Pukke was uninvolved or not materially involved with SBE.

E. Detailed evidence, including testimony of defendants, consumer testimony, documents and testimony from former SBE employees, sales scripts, sales videos, transcripts of sales pitches, and expert testimony, demonstrates there is a fair and tenable chance that the representations detailed above were false. For example, there is a fair and tenable chance that:

1. SBE's "no debt" business model did not make Sanctuary Belize a less risky investment than one in which the developer would have to make payments to lenders and creditors;
2. every dollar the developer collected from lot sales was not reinvested in the development;
3. the development was not finished quickly, i.e., within two to five years;
4. the development does not contain luxury amenities including, among other things, a 250-slip world-class marina, a "marina village" with shops, restaurants, and cafes, a hotel, an American-caliber hospital, or a nearby airport;
5. lots have not appreciated in value from 200% to 300% within two to three years; and
6. there is no robust market for resale of the lots.

Additionally, detailed evidence, including testimony of defendants, consumer testimony, documents and testimony from former SBE employees, and testimony from third parties demonstrates there is a fair and tenable chance that SBE falsely minimized or concealed Pukke's involvement.

Therefore, there is a fair and tenable chance that Defendants have engaged in and are likely to engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and that the FTC is therefore likely to prevail on the merits of this action.

F. There is a fair and tenable chance that immediate and irreparable harm will result from Defendants' ongoing violations of the FTC Act unless Defendants continue to be restrained and enjoined by order of this Court.

G. There is a fair and tenable chance that immediate and irreparable damage to the Court's ability to grant effective final relief for consumers – including monetary restitution, rescission, or refunds – will occur from the sale, transfer, destruction, or other disposition, or concealment by Defendants of their assets or records, unless Defendants continue to be restrained and enjoined by order of this Court.

H. There is a fair and tenable chance that the Relief Defendant received, at a minimum, funds totaling the Relief Defendant Limitation Amount from the Defendants' likely unlawful acts or practices. This finding does not in any way prohibit the FTC or the Relief Defendant from proving that the Relief Defendant received greater or lesser amounts or otherwise affect the FTC's ability to obtain judgments greater than these amounts against Relief Defendant.

I. There is a fair and tenable chance that Individual Defendants Andris Pukke, Peter Baker, and Luke Chadwick may flee the United States as a result of this litigation in order to avoid the obligations from litigation, including discovery and monetary obligations, because these individuals have a history of avoiding discovery and other court obligations, and the ability to flee to another jurisdiction, such as Belize. The Court must retain the ability to enforce its orders against these individuals to effect the remedial purposes that Sections 5 and 13(b) of the

FTC Act embody. As a result, there is good cause to continue to prevent Individual Defendants Andris Pukke, Peter Baker, and Luke Chadwick from traveling internationally.

J. Good cause exists for continuing the appointment of a receiver over the Receivership Entities and continuing to freeze Defendants and Relief Defendant's assets.

K. Weighing the equities and considering the FTC's likelihood of ultimate success on the merits, a preliminary injunction with an asset freeze, the continued appointment of a receiver, and other equitable relief is in the public interest.

L. This Court has authority to issue this Order pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b); Federal Rule of Civil Procedure 65; and the All Writs Act, 28 U.S.C. § 1651.

M. No security is required of any agency of the United States for issuance of a preliminary injunction. Fed. R. Civ. P. 65(c).

#### DEFINITIONS

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

A. "**Asset**" means any legal or equitable interest in, right to, or claim to, any property, wherever located and by whomever held, whether tangible, intangible, digital, or otherwise, including, but not limited to, digital currencies, virtual currencies, digital tokens, and cryptocurrencies.

B. "**Corporate Defendant(s)**" means Global Property Alliance, Inc., Sittee River Wildlife Reserve, Buy Belize, LLC, Buy International, Inc., Foundation Development Management, Inc., Eco-Futures Development, Eco-Futures Belize Limited, Power Haus Marketing, Newport Land Group LLC, Sanctuary Belize Property Owners' Association, Prodigy

Management Group LLC, Belize Real Estate Affiliates LLC, Exotic Investor LLC, and Southern Belize Realty LLC and each of their subsidiaries, affiliates, successors, and assigns.

C. **“Defendant(s)”** means the Corporate Defendants and Individual Defendants, individually, collectively, or in any combination, but excluding Stipulating Defendants, whose conduct is governed by their stipulated preliminary injunction, and Newport Land Group LLC; *provided*, however, that Stipulating Defendants, Newport Land Group LLC, Relief Defendant, and Stipulating Relief Defendants are “Defendants” bound by Sections XXIV of this Order.

D. **“Document”** is synonymous in meaning and equal in scope to the usage of “document” and “electronically stored information” in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video recordings, images, Internet sites, web pages, websites, electronic correspondence, including e-mail and instant messages, contracts, accounting data, advertisements, FTP Logs, Server Access Logs, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, customer or sales databases and any other electronically stored information, including Documents located on remote servers or cloud computing systems, and other data or data compilations from which information can be obtained directly or, if necessary, after translation into a reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

E. **“Electronic Data Host”** means any person or entity in the business of storing, hosting, or otherwise maintaining electronically stored information. This includes, but is not limited to, any entity hosting a website or server, and any entity providing “cloud based” electronic storage.



F. “**Individual Defendant(s)**” means Andris Pukke, Peter Baker, Luke Chadwick, and John Usher, individually, collectively, or in any combination.

G. “**Receiver**” means Robb Evans and Associates LLC, which is the Receiver appointed by the Court in this Order, the TRO, and the IPI. This shall also mean any Receiver appointed by the Court in any subsequent order in this case, and any deputy receivers who shall be named by the Receiver.

H. “**Receivership Entities**” means the Corporate Defendants (other than Atlantic International Bank Limited), 2729 Bristol LLC, 3905 Marcus, LLC, and Stipulating Receivership Entities as well as any other entity that: (1) is located at, registered to, or operated from 3333 Michelson Drive, Suite 500, Irvine, California, and assists, facilitates, or otherwise conducts business related to the sale of real estate in Belize; (2) assists, facilitates, or otherwise conducts business related to the acts identified in the Findings of Fact in this Order, and is owned or controlled by any Defendant; or (3) are identified as Assets that are otherwise in the Receivership and that are corporations or other legal entities.

I. “**Relief Defendant**” means the Estate of John Pukke.

J. “**Relief Defendant Limitation Amount**” means, for the Estate of John Pukke, \$705,000.00.

K. “**Stipulating Defendant(s)**” means Rod Kazazi, Foundation Partners, Brandi Greenfield, BG Marketing LLC, and Michael Santos, individually, collectively, or in any combination, as well as the Stipulating Receivership Entities and each of their subsidiaries, affiliates, successors, and assigns.

L. “**Stipulating Individual Defendant(s)**” means Rod Kazazi, Brandi Greenfield, and Michael Santos, individually, collectively, or in any combination.

M. “**Stipulating Receivership Entity(ies)**” means BG Marketing, LLC, Ecological Fox, LLC, and Foundation Partners and each of their subsidiaries, affiliates, successors, and assigns.

N. “**Stipulating Relief Defendant(s)**” means Angela Chittenden and Beach Bunny Holdings LLC, individually, collectively, or in any combination.

## **ORDER**

### **I. PROHIBITED BUSINESS ACTIVITIES**

**IT IS THEREFORE ORDERED** that Defendants, Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any goods or services (including the sale of lots or homes), are temporarily restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication, in sum or substance any material fact related to:

A. The use of a “no debt” business model in a real estate development makes an investment in the real estate development a less risky investment than one in which the developer makes payments to creditors;

B. Every dollar, or the vast majority of dollars, collected from selling lots in a real estate development goes back into the development;

C. The real estate development will be completed within a specified period of time, such as a particular number of weeks, months, or years;

D. The real estate development will have specific amenities including those expected of an American luxury resort community;

E. Lots within a real estate development will appreciate or appreciate rapidly, such as a particular rate within a particular period of time;

F. Consumers can realize the appreciation of their lots within the real estate development because there is a robust resale market through which consumers could easily resell their lots should they choose to do so; and

G. One or more Defendants have no meaningful involvement with the relevant business.

## II. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION

**IT IS FURTHER ORDERED** that Defendants, Defendants' 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, are hereby temporarily restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing, the name, address, birth date, telephone number, email address, credit card number, bank account number, Social Security number, lot number, lot sale contract, buyback agreement, or other financial or identifying information of any person that any Defendant obtained in connection with any activities conducted by the Receivership Entities; and

B. Benefitting from or using the name, address, birth date, telephone number, email address, credit card number, bank account number, Social Security number, or other financial or identifying information of any person that any Defendant obtained in connection with any activities conducted by the Receivership Entities.

*Provided*, however, that Defendants may disclose such identifying information to a law enforcement agency, to their attorneys as required for their defense, as required by any law, regulation, or court order, or in any filings, pleadings or discovery in this action in the manner

required by the Federal Rules of Civil Procedure, applicable local rules, and by any protective order in the case.

### III. ASSET FREEZE

**IT IS FURTHER ORDERED** that Defendants, Relief Defendant, and 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, are hereby temporarily restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any Assets that are:

1. owned or controlled, directly or indirectly, by any Defendant, Relief Defendant, Stipulating Defendant, Stipulating Relief Defendant, or Receivership Entity;
2. held, in part or in whole, for the benefit of any Defendant, Relief Defendant, Stipulating Defendant, Stipulating Relief Defendant, or Receivership Entity;
3. in the actual or constructive possession of any Defendant, Relief Defendant, Stipulating Defendant, Stipulating Relief Defendant, or Receivership Entity;
4. owned or controlled by, controlled or managed by, under common control with, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, HYCET trust, or other entity that is directly or indirectly owned, managed or

controlled by any Defendant, Relief Defendant, Stipulating Defendant, Stipulating Relief Defendant, or Receivership Entity; or

5. transferred from any Defendant, Relief Defendant, Stipulating Defendant, Stipulating Relief Defendant, or Receivership Entity without adequate consideration, or for the primary purpose of shielding the Asset from any creditor.

*Provided, however,* at any time, Relief Defendant may request, in writing and with supporting documentation if appropriate, that the Receiver determine whether the Relief Defendant's Assets affected by this Section exceed the amount necessary to satisfy a judgment in favor of the FTC and against the Relief Defendant in the amount of the applicable Relief Defendant Limitation Amount. The Receiver will respond as soon as practical, and if the Receiver determines that sufficient Assets exist, then the Receiver shall determine, in its sole discretion, which of the Relief Defendant's Assets to exclude from this Section. In that event, the Receiver shall promptly advise Relief Defendant in writing and in a form suitable to present to third parties holding the Relief Defendant's Assets. Additionally: (a) Both the Relief Defendant and Receiver will copy the FTC on all correspondence exchanged concerning requests to exclude Assets; and (b) if Relief Defendant and one or more Defendants have joint control over an Asset, or the Asset is held for the benefit of a Defendant by Relief Defendant, the Receiver will not count that Asset as an Asset available to satisfy the Relief Defendant Limitation Amount. To the extent the Receiver has already determined that Relief Defendant has met its Relief Defendant Limitation Amount, and approved unfreezing that Relief Defendant's Assets, nothing in this Order changes the Receiver's determination. However, nothing in this Order precludes the

Receiver from rescinding such a determination, and the Receiver shall retain the same discretion and authority in that regard as was granted in the original order.

B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Defendant or subject to access by any Defendant, except as necessary to comply with written requests from the Receiver acting pursuant to its authority under this Order;

C. Incurring charges or cash advances on any credit, debit, or ATM card issued in the name, individually or jointly, of any Receivership Entity (which includes any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Individual Defendant) or other corporate, partnership, or other entity of which any Individual Defendant is an officer, director, member, or manager. This includes any corporate bankcard or corporate credit card account for which any Individual Defendant or Stipulating Individual Defendant is, or was on the date that the TRO was entered, an authorized signor. This provision is included for clarity, because such conduct would also violate Paragraph A; or

D. Cashing any checks or depositing any money orders or cash received from consumers, clients, or customers of any Receivership Entity.

*Provided, however,* the Assets affected by this Section shall only include: (1) Assets of Defendants, Relief Defendant, Stipulating Defendant, and Stipulating Relief Defendant as of the time the TRO was entered; and (2) Assets obtained by Defendants, Relief Defendant, Stipulating Defendant, and Stipulating Relief Defendant after the TRO was entered if those Assets are derived from any activity described in the Findings of Fact in this Order or that is prohibited by this Order. This Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this Order.

**IV. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

**IT IS FURTHER ORDERED** that any financial or brokerage institution (which, for clarity, includes defendant Atlantic International Bank, Ltd.), coin exchange, cryptocurrency exchange, or crypto currency service provider, Electronic Data Host, credit card processor, payment processor, merchant bank, acquiring bank, independent sales organization, third party processor, payment gateway, insurance company, business entity, or person who receives actual notice of this Order (by service or otherwise) that:

(a) has held, controlled, or maintained custody, through an account or otherwise, of any Document on behalf of any Receivership Entity, Defendant or Relief Defendant, or any Asset that has been owned or controlled, directly or indirectly, by any Receivership Entity, Defendant, or Relief Defendant; held, in part or in whole, for the benefit of any Receivership Entity or Defendant; in the actual or constructive possession of any Receivership Entity, Defendant, or Relief Defendant; or owned or controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Receivership Entity, Defendant, or Relief Defendant;

(b) has held, controlled, or maintained custody, through an account or otherwise, of any Document or Asset associated with credits, debits, or charges made on behalf of any Receivership Entity, Defendant, or Relief Defendant, including reserve funds held by payment processors, credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities; or

(c) has extended credit to any Receivership Entity, Defendant, or Relief Defendant, including through a credit card account, shall:

A. Hold, preserve, and retain within its control and prohibit the withdrawal, removal, alteration, assignment, transfer, pledge, encumbrance, disbursement, dissipation, relinquishment, conversion, sale, or other disposal of any such Document or Asset, as well as all Documents or other property related to such Assets, except by further order of this Court; *provided, however*, that this provision does not prohibit an Individual Defendant from incurring charges on a personal credit card established prior to entry of the TRO, up to the pre-existing credit limit;

B. Deny any person, except the Receiver, access to any safe deposit box, commercial mail box, or storage facility that is titled in the name of any Receivership Entity or Defendant, either individually or jointly, or otherwise subject to access by any Receivership Entity or Defendant;

C. Immediately provide FTC counsel and the Receiver, to the extent not already provided pursuant to the TRO, a sworn statement setting forth, for each Asset or account covered by this Section:

1. The identification number of each such account or Asset;
2. The balance of each such account, or a description of the nature and value of each such Asset as of the close of business on the day on which this Order is served, and, if the account or other Asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other Asset was remitted; and
3. The identification of any safe deposit box, commercial mail box, or storage facility that is either titled in the name, individually or jointly, of any Receivership Entity, Defendant, or Relief Defendant, or is otherwise



subject to access by any Receivership Entity, Defendant, or Relief Defendant; and

4. The cryptographic hash value, time stamp, transaction data, public addresses or other information sufficient to identify, locate, and track cryptocurrency in any blockchain or distributed ledger technology system that is belonging to, for the use or benefit of, or subject to access by any Receivership Entity, Defendant, or Relief Defendant.

D. Upon the request of FTC counsel or the Receiver, provide FTC counsel and the Receiver, within seven (7) days of any request, with copies of all Documents covered by this Section, including originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, including wire transfers and wire transfer instructions, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and all logs and records pertaining to safe deposit boxes, commercial mail boxes, and storage facilities.

*Provided*, however, that this Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this Order.

## V. FINANCIAL DISCLOSURES

**IT IS FURTHER ORDERED** that:

A. To the extent the Defendants or Relief Defendant have not already provided complete and accurate financial statements in accordance with prior orders, the Defendants and Relief Defendant shall immediately prepare and deliver to Plaintiff's counsel and the Receiver:

1. Completed financial statements on the form attached to this Order as **Attachment A** ("Financial Statement of Individual Defendant") for each Individual Defendant, and **Attachment B** ("Financial Statement of

Corporate Defendant”) for each Corporate Defendant and Relief Defendant and for each business entity under which an Individual Defendant conducts business, controls, or for which they are an officer, director, or manager; and

2. Completed **Attachment C** (IRS Form 4506, Request for Copy of a Tax Return), **Attachment D** (consent to release financial records), and **Attachment E** (cryptocurrency disclosure statement) for each Defendant and Relief Defendant;

B. Within five (5) days of a written request from the FTC or the Receiver, each Defendant and Relief Defendant shall provide any other executed form, letter, or request sufficient to cause the release to the FTC or Receiver any tax return, return information, or related material, whether related to a domestic or foreign taxing authority, that the FTC or Receiver may request.

## VI. FOREIGN ASSET REPATRIATION

**IT IS FURTHER ORDERED** that to the extent not already completed pursuant to the TRO, the Defendants shall immediately:

A. Provide FTC counsel and the Receiver with a full accounting, verified under oath and accurate as of the date of the TRO, of all Assets, Documents, and accounts outside of the United States which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;

B. Take all steps necessary to provide FTC counsel and Receiver access to all Documents and records that may be held by third parties located outside of the territorial United States of America, including signing the Consent to Release of Financial Records appended to this Order as **Attachment E**;

C. Transfer to the territory of the United States all Documents and Assets located in foreign countries which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant; and

D. The same business day as any repatriation, (1) notify the Receiver and FTC counsel of the name and location of the financial institution or other entity that is the recipient of such Documents or Assets; and (2) serve this Order on any such financial institution or other entity.

## VII. RELIEF DEFENDANT ASSET REPATRIATION

**IT IS FURTHER ORDERED** that if Relief Defendant's domestic Assets are less than the applicable Relief Defendant Limitation Amount, Relief Defendant shall transfer to the territory of the United States sufficient Assets located in foreign countries until their domestic Assets equal the amounts detailed above.

*Provided*, to the extent not already completed, Relief Defendant must immediately inform the FTC and the Receiver how it has made the valuation determination necessary to comply with this section and provide the FTC and the Receiver sufficient documentation to evaluate the valuation method used. The FTC and Receiver shall have the right to challenge any such valuation determination before the Court by filing a memorandum challenging the determination, attaching

all documentation provided by the Relief Defendant, and any additional evidence, if any, relied upon by the movant. The Court shall hear any such challenge on an expedited basis, in no event less than fourteen (14) days from any challenge.

*Provided further*, when Relief Defendant repatriates any Asset, it will inform the Receiver and the FTC immediately and disclose: (1) a description of the Asset(s) being transferred; (2) the location to which they are being transferred; and (3) if to a financial institution, the name of the financial institution, the name of the account at the financial institution, and the account number of the account at the financial institution.

#### **VIII. NON-INTERFERENCE WITH REPATRIATION**

**IT IS FURTHER ORDERED** that Defendants and Relief Defendant, Defendants' and Relief Defendant's 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, are hereby temporarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign Assets, or in the hindrance of the repatriation required by this Order, including, but not limited to:

A. Sending any communication or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that would impede repatriation, including any "duress" event, has occurred under the terms of a foreign trust agreement until such time that all Defendants' Assets have been fully repatriated pursuant to this Order;

B. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a court order, until such time that all Defendants' Assets have been fully repatriated pursuant to this Order; and

C. Notifying any person or entity of this Order or of anything related to this Order that causes any person or entity holding Assets that must be repatriated pursuant to this Order to interfere with or prevent such repatriation.

**IX. CONSUMER CREDIT REPORTS**

**IT IS FURTHER ORDERED** that the FTC may obtain credit reports concerning any Defendant or Relief Defendant pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. 1681b(a)(1), and that, upon written request, any credit reporting agency from which such reports are requested shall provide them to Plaintiff.

**X. PRESERVATION OF RECORDS**

**IT IS FURTHER ORDERED** that Defendants, and Defendants' 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, are hereby temporarily restrained and enjoined from:

A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, Documents that relate to: (1) the business, business practices, Assets, or business or personal finances of any Receivership Entity, Individual Defendant, Relief Defendant, Stipulating Individual Defendant or Stipulating Relief Defendant; (2) the business practices or finances of entities directly or indirectly under the control of any Receivership Entity, Individual Defendant, Relief Defendant, Stipulating Individual Defendant or Stipulating Relief Defendant; or (3) the business practices or finances of entities directly or indirectly under common control with any other Receivership Entity, Individual Defendant, Stipulating Individual Defendant, Relief Defendant, or Stipulating Relief Defendant; and

B. Failing to create and maintain Documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' income, disbursements, transactions, and use of Defendants' Assets.

#### **XI. REPORTS OF NEW ACTIVITIES**

**IT IS FURTHER ORDERED** that Defendants, Relief Defendant, and 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, are hereby temporarily restrained and enjoined from:

- A. For Defendants, failing to maintain Documents that, in reasonable detail, accurately, fairly, and completely reflect their incomes, disbursements, transactions, and use of money;
- B. For Defendants, creating, operating, or exercising any control over any business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing Plaintiff's counsel and the Receiver with a written statement, sworn to under penalty of perjury, disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, and managers; and (4) a detailed description of the business entity's intended activities;
- C. For Individual Defendants, becoming employed by, or performing any work for, or directly or indirectly receiving any compensation from any person or entity (including, without limitation, any purportedly "nonprofit" entity) without first providing the Commission with a written statement, sworn to under penalty of perjury, disclosing: (1) the name of the person or entity; (2) the address and

telephone number of the business or person; (3) if an entity, its registered agent (4) if an entity, the names of its officers, directors, principals, and managers; (5) which, if any, of the other Defendants or Relief Defendant are in any way related to the entity or person, including the nature of that relationship; (6) a detailed description of the person or entity's activities and intended activities; and (7) a detailed description of the Individual Defendant's services for the person or entity.

D. For Individual Defendants, failing to provide a written statement, sworn to under penalty of perjury, within five (5) days of any change in residence, physical address, phone number, email address, or other contact information, disclosing: (1) all current residences; (2) all current mail boxes or other physical addresses; (3) all current telephone numbers; (4) all current email addresses; and (5) at least one reasonable means of contact (such as through counsel) through which the Individual Defendant agrees to accept service of process and receive filings or other legal documents.

**XII. INTERNATIONAL TRAVEL RESTRICTIONS AND SURRENDER OF  
PASSPORTS—WRITS *NE EXEAT***

**IT IS FURTHER ORDERED** that individual defendants Andris Pukke, Peter Baker, and Luke Chadwick:

- A. Not leave the United States without Court approval; and
- B. To the extent not already done, surrender immediately all of his passports (whether issued by the United States or any other country), and any other documents that would permit international travel, to the custody of the Receiver.

- C. Any and all law enforcement authorities shall be authorized to enforce this Order, including but not limited to preventing any departure from the United States and confiscating any passports. If any such law enforcement authority confiscates a passport, it shall turn over the passport to the Receiver, either directly or through an intermediary.

### **XIII. THIRD PARTY INTERNATIONAL TRAVEL PROVIDERS**

**IT IS FURTHER ORDERED** that any common carrier or other company providing international transportation services or facilitating such services shall not, without Court approval:

- A. Permit individual defendants Andris Pukke, Peter Baker, or Luke Chadwick to travel internationally;
- B. Take any action that would cause any common carrier or other company providing international transportation services to issue a ticket or other contract for international travel to Andris Pukke, Peter Baker, or Luke Chadwick (such as providing booking or agency services, whether online or otherwise); and
- C. Fail to notify the FTC immediately if individual defendants Andris Pukke, Peter Baker, or Luke Chadwick book, or attempt to book, international travel or leave, or attempt to leave, the United States.

### **XIV. TAMPERING**

**IT IS FURTHER ORDERED** that Defendants, Defendants' 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, are hereby temporarily restrained and enjoined from, in the course of this proceeding:



- A. Using or attempting to use force, the threat of force, or payment to influence, delay, or prevent the testimony of any person,
- B. Causing or inducing, or attempting to cause or induce, any person to:
  - 1. withhold testimony, or withhold a Document or other object;
  - 2. alter, destroy, mutilate, or conceal any Document or other object with intent to impair the integrity or availability of the item;
  - 3. evade legal process summoning that person to appear as a witness, or to produce Document(s) or other object(s); or
  - 4. be absent from an official proceeding to which that person has been summoned by legal process.

#### **XV. RECEIVER**

**IT IS FURTHER ORDERED** that Robb Evans & Associates LLC shall continue to serve as Receiver of the Receivership Entities with full powers of an equity receiver. The Receiver shall be solely the agent of this Court in acting as Receiver under this Order.

#### **XVI. DUTIES AND AUTHORITY OF RECEIVER**

**IT IS FURTHER ORDERED** that the Receiver is directed and authorized to accomplish the following:

- A. Assume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;
- B. Take exclusive custody, control, and possession of all Assets and Documents of, or in the possession, custody, or under the control of, any Receivership Entity, wherever situated, and take exclusive custody, control, and possession of all Assets valued by the Receiver at

\$1,000.00 or more held by or for the benefit of Individual Defendants Pukke, Baker or Chadwick as of the date the TRO was entered. The Receiver shall take control over all such Documents and Assets as soon as practicable, including all Documents stored with Electronic Data Host providers;

C. Take exclusive custody, control, and possession of all office suites or business locations with leases in the name of any Receivership Entity, including, but not limited to, 3333 Michelson Drive, Irvine, California, Suite 500 ("Receivership Premises"). For clarity, the Receiver's custody, control, and possession will be exclusive for this Order's duration, notwithstanding any claims by an individual or entity that may also be occupying Receivership Premises that they are not Defendants, Receivership Entities, or are otherwise unrelated to the Receivership Entities. The Receiver's custody, control, and possession shall include all Documents at Receivership Premises until further order from the Court;

D. Conserve, hold, manage, and prevent the loss of all Assets of the receivership estate, and perform all acts necessary or advisable to preserve the value of those Assets. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to the Receivership Entities. The Receiver shall have full power to sue for, collect, and receive, all Assets of the receivership estate and of other persons or entities whose interests are now under the direction, possession, custody, or control of, the Receivership Entities. *Provided, however,* that the Receiver shall not attempt to collect any amount from a consumer if the Receiver believes the consumer's debt to the Receivership Entities has resulted from the deceptive acts or practices or other violations of law alleged in the Complaint in this matter, without prior Court approval;

E. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the Receivership Entities or otherwise relating to the Assets within the Receivership derived from Individual Defendants Pukke, Baker, or Chadwick (“Receivership Documents”), and perform all acts necessary or advisable to preserve such Documents. The Receiver shall: divert mail; preserve all Receivership Documents that are accessible via electronic means (such as online access to financial accounts) and access to electronic documents held onsite or by Electronic Data Hosts, by changing usernames, passwords or other log-in credentials; take possession of all electronic Receivership Documents stored onsite or remotely; take whatever steps necessary to preserve all such Documents; and obtain the assistance of the FTC’s Digital Forensic Unit for the purpose of obtaining electronic documents stored onsite or remotely. In particular, the Receiver shall take all steps necessary to obtain copies of the Defendants’ business email accounts, including those of any of its employees, whether that information is stored onsite or offsite.

F. In addition to obtaining email accounts under Paragraph E, the Receiver shall take all steps necessary to obtain copies of other known email accounts associated with Pukke, Baker or Chadwick, regardless of whether the email is denoted as a personal account. In furtherance of this duty and as part of the Defendants’ duty to cooperate, Pukke, Baker, and Chadwick shall provide the Receiver with all credentials or log in information needed to access any of the records identified in this paragraph;

G. Choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order;

H. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order,

and to incur, or authorize the making of, such agreements as may be necessary and advisable in discharging his or her duties as Receiver. The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Entities prior to the date of entry of this Order, except payments that the Receiver deems necessary or advisable to secure Assets of the Receivership Entities, such as rental payments;

I. Take all steps necessary to secure and take exclusive custody of each location from which the Receivership Entities operate their businesses. Such steps may include, but are not limited to, any of the following, as the Receiver deems necessary or advisable: (1) securing the location by changing the locks and alarm codes and disconnecting any internet access or other means of access to the computers, servers, internal networks, or other records maintained at that location; and (2) requiring any persons present at the location to leave the premises, to provide the Receiver with proof of identification, and/or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises Documents or Assets of the Receivership Entities. Law enforcement personnel, including, but not limited to, police or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security. If requested by the Receiver, they may provide appropriate and necessary assistance to the Receiver to implement this Order and are authorized to use any necessary and reasonable force to do so;

J. Take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Defendants, and to provide access to all such web page or websites to Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives;

K. Enter into and cancel contracts and purchase insurance as advisable or necessary;

L. Prevent the inequitable distribution of Assets and determine, adjust, and protect the interests of consumers who have transacted business with the Receivership Entities;

M. Make an accounting, as soon as practicable, of the Assets and financial condition of the receivership and file the accounting with the Court and deliver copies thereof to all parties;

N. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise become party to any legal action in state, federal or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of the Receivership Entities, or to carry out the Receiver's mandate under this Order, including but not limited to, actions challenging fraudulent or voidable transfers;

O. Demand from any person or entity Documents and records pertaining to the Receivership within three (3) days after delivery of the Order by mail, courier, email, or other method by which the recipient receives a copy of this Order, in addition to obtaining other discovery as set forth in this Order;

P. Open one or more bank accounts at designated depositories for funds of the receivership estate. The Receiver shall deposit all funds of the receivership estate in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts. The Receiver shall serve copies of monthly account statements on all parties;

Q. Maintain accurate records of all receipts and expenditures incurred as Receiver;

R. Allow the FTC's representatives, agents, and assistants, as well as Defendants' representatives and Defendants themselves, reasonable access to the premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to inspect and copy any and all books, records, Documents,

accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access;

S. Allow the FTC's representatives, agents, and assistants, as well as Defendants and their representatives reasonable access to all Documents in the possession, custody, or control of the Receivership Entities or otherwise obtained from any Individual Defendant or Stipulating Individual Defendant;

T. Cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

U. Suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be continued legally and profitably;

V. If in the Receiver's judgment the business operations cannot be continued legally and profitably, take all steps necessary to ensure that any of the Receivership Entities' web pages or websites relating to the activities alleged in the Complaint cannot be accessed by the public, or are modified for consumer education and/or informational purposes, and take all steps necessary to ensure that any telephone numbers associated with the Receivership Entities cannot be accessed by the public, or are answered solely to provide consumer education or information regarding the status of operations;

W. Determine if any nonparty is a Receivership Entity, and upon determining that a nonparty is a Receivership Entity, the Receiver shall treat that entity as a Receivership Entity and exercise all of its rights and duties specified in this Order as to that nonparty Receivership Entity; and

X. If the Receiver identifies a nonparty entity as a Receivership Entity, it shall promptly notify the entity as well as the parties, and inform the entity that it can challenge the Receiver's determination by filing a motion with the Court. *Provided, however,* that the Receiver may delay providing such notice until the Receiver has established control of the nonparty entity, and its assets and records, if the Receiver determines that notice to the entity or the parties before the Receiver establishes control over the entity may result in the destruction of records, dissipation of assets, or any other obstruction of the Receiver's control of the entity.

Y. The Receiver may make use of all discovery-related tools to obtain documents and testimony regarding the Receivership Entities, Andris Pukke, Peter Baker, and Luke Chadwick, including their Assets and business activities. The Receiver may, without leave of court: (1) Issue discovery to parties pursuant to Federal Rules of Civil Procedure 30-36; and (2) Issue subpoenas to non-parties pursuant to Federal Rule of Civil Procedure 45. There shall be no numerical limitations on the Receiver's use of discovery.

#### **XVII. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

**IT IS FURTHER ORDERED** that Defendants and any other person with possession, custody or control of property of, or records relating to, the Receivership Entities, or otherwise related to Assets held by or for the benefit of Individual Defendants Andris Pukke, Peter Baker, and Luke Chadwick, shall, upon notice of this Order, fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the Assets and Documents of the receivership estate and immediately transfer or deliver to the Receiver possession, custody, and control of, the following:

A. All Assets held by or for the benefit of the Receivership Entities;

B. All Assets held by or for the benefit of Individual Defendants Pukke, Baker, and Chadwick that the Receiver values at more than \$1,000.00, including, but not limited to, the residence located at 104 King's Place, Newport Beach, CA;

C. All Documents of or pertaining to the Receivership Entities;

D. All Documents related to the receivership estate Assets derived from Individual Defendants Andris Pukke, Peter Baker, and Luke Chadwick;

E. All computers, electronic devices, smartwatches, smartphones, tablets, other mobile devices, and machines within Receivership Premises that either (1) contain Receivership Entity business records or are used to conduct Receivership Entity business, or (2) are on the person of, or within the control of, any Individual Defendant or natural person Relief Defendant who is present in the Receivership Premises; *provided, however*, that these devices shall be forensically imaged (with the data provided to the FTC as soon as possible) and then returned within three business days. The Receiver may rely on the FTC to complete any such forensic imaging.

F. All computers, electronic devices, smartwatches, smartphones, tablets, other mobile devices, other machines, and machines used by Individual Defendants Andris Pukke, Peter Baker, and Luke Chadwick. *Provided, however*, that these devices shall be forensically imaged (with the data provided to the FTC as soon as possible) and then returned to the Individual Defendants within 3 business days. The Receiver may rely on the FTC to complete any such forensic imaging;

G. All emails, instant messages, or other digital communications sent or received by any Receivership Entity or employee or agent of the Receivership Entity in its business capacity, as determined by the Receiver;



H. All emails, instant messages, or other digital communications not covered by Paragraph G., sent or received by Pukke, Baker or Chadwick;

I. All Assets and Documents belonging to other persons or entities whose interests are under the direction, possession, custody, or control of the Receivership Entities or Individual Defendants Pukke, Baker or Chadwick;

J. All keys, codes, user names and passwords necessary to gain or to secure access to any Assets or Documents within the receivership estate, including access to their physical premises, means of communication, accounts, computer systems (onsite and remote), Electronic Data Hosts, or other property. Regarding digital Assets such as digital currencies, virtual currencies, and cryptocurrencies, this includes providing the Receiver with all means necessary to take control over such currencies, including any such digital wallet and cryptographic keys used to access such Assets;

*Provided*, the Receivership estate does not contain lots or interests in lots owned or controlled by a consumer unaffiliated with Defendants or Relief Defendant, or any other Asset owned or controlled by a consumer unaffiliated with Defendants or Relief Defendant.

In the event that any person or entity fails to deliver or transfer any Asset or Document, or otherwise fails to comply with any provision of this Section, the Receiver may file an Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a contempt citation.

#### **XVIII. PROVISION OF INFORMATION TO RECEIVER**

**IT IS FURTHER ORDERED** that to the extent not already completed pursuant to the TRO, Defendants and Relief Defendant shall immediately provide to the Receiver:

A. A list of all Assets, including accounts, of the Receivership Entities, wherever they may be situated and whoever they may be held by, including, but not limited to, all such

accounts that are held in any name other than the name of a Receivership Entity, or by any person or entity other than a Receivership Entity;

B. A list of all Assets, including accounts, of Individual Defendants Pukke, Baker or Chadwick, wherever they may be situated and whoever they may be held by, including, but not limited to, all such accounts that are held in any name other than that of Individual Defendants Pukke, Baker or Chadwick;

C. A list of all agents, employees, officers, attorneys, servants and those persons in active concert and participation with the Receivership Entities, or who have been associated or done business with the Receivership Entities; and

D. A description of any Receivership Documents covered by attorney-client privilege or attorney work product, including files where such documents are likely to be located, authors or recipients of such documents, and search terms likely to identify such electronic documents.

#### **XIX. COOPERATION WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Defendants and Relief Defendant and their officers, agents, employees, and attorneys, all other persons in active concert or participation with any of them, and any other person with possession, custody, or control of property or of records relating to the Receivership Entities or otherwise within the receivership estate, who receive actual notice of this Order, shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but is not limited to, providing information to the Receiver that the Receiver deems necessary to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any keys, codes, user names and passwords required to access any computers, electronic devices, smartwatches, smartphones, tablets, other mobile devices, other machines (onsite or remotely), and any cloud account (including specific methods to access accounts) or

electronic file in any medium; advising all persons who owe money to any Receivership Entity or Individual Defendants Andris Pukke, Peter Baker, and Luke Chadwick that all such debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction and producing records related to the Assets and sales of the Receivership Entities.

**XX. NON-INTERFERENCE WITH THE RECEIVER**

**IT IS FURTHER ORDERED** that Defendants and Relief Defendant and 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, and any other person served with a copy of this Order, are hereby restrained and enjoined from directly or indirectly:

- A. Interfering with the Receiver's efforts to manage, or take custody, control, or possession of, the Assets or Documents subject to the receivership;
- B. Transacting any of the business of the Receivership Entities;
- C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Entities; or
- D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court.

**XXI. STAY OF ACTIONS**

**IT IS FURTHER ORDERED** that, except by leave of this Court, during the pendency of the receivership ordered herein, Defendants and Relief Defendant and 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, and their corporations, subsidiaries, divisions, or affiliates, and all investors, creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all

others acting for or on behalf of such persons, are hereby enjoined from taking any action that would interfere with the exclusive jurisdiction of this Court over the Assets or Documents within the receivership, including, but not limited to:

A. Filing or assisting in the filing of a petition for relief under the Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, or of any similar insolvency proceeding on behalf of any of the Receivership Entities;

B. Commencing, prosecuting, or continuing a judicial, administrative, or other action or proceeding against the Receivership Entities, including the issuance or employment of process against the Receivership Entities, except that such actions may be commenced if necessary to toll any applicable statute of limitations;

C. Filing or enforcing any lien on any Asset of the receivership estate, taking or attempting to take possession, custody, or control of any Asset of the receivership estate; or attempting to foreclose, forfeit, alter, or terminate any interest in any Asset of the receivership estate, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise. For clarity, as described in detail in this Order, the Assets of the receivership estate include all Assets of the Receivership Entities as well as all Assets of Andris Pukke, Peter Baker, and Luke Chadwick that the Receiver values at \$1,000.00 or more.

*Provided*, however, that this Order does not stay: (1) the commencement or continuation of a criminal action or proceeding; (2) the commencement or continuation of an action or proceeding by a governmental unit (including the FTC) to enforce such governmental unit's police or regulatory power; or (3) the enforcement of a judgment, other than a money judgment, obtained in an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power.

**XXII. COMPENSATION OF RECEIVER**

**IT IS FURTHER ORDERED** that the Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the Assets now held by, in the possession or control of, or which may be received by, the receivership estate. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than sixty (60) days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

**XXIII. DISTRIBUTION OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this Order to each affiliate, telemarketer, marketer, sales entity, successor, assign, member, officer, director, employee, agent, independent contractor, client, attorney, spouse, subsidiary, division, and representative of any Defendant, and shall, within ten (10) days from the date of entry of this Order, provide the FTC and the Receiver with a sworn statement that this provision of the Order has been satisfied, which statement shall include the names, physical addresses, phone numbers, and email addresses of each such person or entity who received a copy of the Order. Furthermore, Defendants shall not take any action that would encourage officers, agents, members, directors, employees, salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or other persons or entities in active concert or participation with them to disregard this Order or believe that they are not bound by its provisions.

**XXIV. DISCOVERY AND SCHEDULING**

**IT IS FURTHER ORDERED** that, notwithstanding the provisions of the Fed. R. Civ. P. 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P. 30(a), 31, 33, 34, 36, and 45, the FTC, the Receiver, the Defendants, the Relief Defendants, and any other party to this action (the “Parties”) may conduct discovery for the purpose of discovering: (1) Plaintiff’s claims; (2) Defendants’ defenses; (3) the nature, location, status, and extent of Defendants’ and Relief Defendant’s Assets; (4) the nature, location, and extent of Defendants’ business transactions and operations; (5) Documents reflecting Defendants’ business transactions and operations; or (6) compliance with this Order. The discovery in this case shall proceed as set forth in this Section:

- A. The Parties are exempted from participating in a scheduling conference under Fed. R. Civ. P. 26(f)(1);
- B. The Parties are exempted from filing a discovery plan under Fed. R. Civ. P. 26(f)(3) until further order of this Court;
- C. The Parties are exempted from making initial disclosures under Fed. R. Civ. P. 26(a)(1) until further order of this Court;
- D. Additionally, with respect to discovery, which is ongoing, the Parties shall adhere to the following deadlines:

Event	Date
Amending pleadings and adding parties	7 days after entry of this Order
Rule 26(a)(2) deadline to disclose expert(s)	21 days after entry of this Preliminary Injunction Order
Expert Report deadline	November 8, 2019
End of all discovery, except expert discovery	November 15, 2019
Filing of all dispositive motions	November 15, 2019
Oppositions to dispositive motions	21 days from filing of dispositive motion

Replies to dispositive motions	10 days from filing of opposition
Rule 26(a)(2) deadline to disclose rebuttal expert(s)	November 22, 2019
Rebuttal expert report deadline	November 29, 2019
Rule 26(a)(3) pretrial disclosures	December 20, 2019
Filing of pretrial motions	December 20, 2019
End of expert discovery	January 3, 2019
Oppositions to pretrial motions	January 3, 2019
Replies to pretrial motions	January 6, 2019
Joint pretrial order pursuant to Local Rule 106, including proposed findings of fact and conclusions of law	January 7, 2019
Pretrial conference	January 14, 2019
Trial date	January 21, 2019

E. The FTC may each take up to 25 depositions of parties and non-parties. The Defendants and Relief Defendants may collectively take up to 25 depositions of parties and non-parties. Depositions may be taken by telephone or other remote electronic means. The FTC may require that any such depositions take place behind a U.S. government security perimeter, such as within a government office;

F. Other than requests propounded for the purpose of establishing the authenticity of documents or the fact that documents constitute business records, the FTC is permitted to serve 30 Requests for Admission of general applicability on each Defendant and Relief Defendant, and an additional 10 Requests for Admission on each Defendant and Relief Defendant that are particular to those Defendants and Relief Defendants. Other than requests propounded for the purpose of establishing the authenticity of documents or the fact that documents constitute business records, the Defendants and Relief Defendants are permitted to collectively serve 30

Requests for Admission of general applicability on the FTC, and an additional 10 Requests for Admission on the FTC that are particular to those Defendants and Relief Defendants.

G. The FTC is permitted to serve 30 interrogatories on each Defendant and Relief Defendant of general applicability and an additional 10 interrogatories on each Defendant and Relief Defendant that are particular to those Defendants and Relief Defendants. The Defendants and Relief Defendants are permitted to collectively serve 30 interrogatories on the FTC of general applicability and an additional 10 interrogatories on the FTC that are particular as to those Defendants and Relief Defendants.

H. Service of discovery upon a party to this action shall be sufficient if made by facsimile, email, or by overnight delivery.

I. The Parties shall treat all documents containing personal identifying information (“PII”) of any individual as “attorney’s eyes only.” Although a name alone shall not constitute PII, a name along with a full residential address or phone number shall constitute PII. Furthermore, PII shall include any individual’s social security number, tax identification number, driver’s license number, sensitive health information, or financial account number. Such information shall not be made public and shall only be shared directly with a party if that party is unrepresented in this matter.

J. Consistent with the Court’s prior orders, discovery taken prior to the entry of this Order will not count against the limits in this Section.

#### **XXV. SERVICE OF THIS ORDER**

**IT IS FURTHER ORDERED** that copies of this Order may be served by any means, including facsimile transmission, electronic mail or other electronic messaging, personal or overnight delivery, U.S. Mail or FedEx, by agents and employees of Plaintiff, by any law enforcement agency, or by private process server, upon any Defendant or any person (including



any financial institution) that may have possession, custody or control of any Asset or Document of any Defendant, or that may be subject to any provision of this Order pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this Section, service upon any branch, subsidiary, affiliate or office of any entity shall effect service upon the entire entity.

**XXVI. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

**IT IS FURTHER ORDERED** that, all correspondence, filings, or other documents related to this Order or the FTC's Complaint in this matter shall be served upon the FTC by serving them upon Jonathan Cohen, Benjamin J. Theisman, and Christopher Erickson via email, at [jcohen2@ftc.gov](mailto:jcohen2@ftc.gov), [btheisman@ftc.gov](mailto:btheisman@ftc.gov), and [cerickson@ftc.gov](mailto:cerickson@ftc.gov) regardless of whether such correspondence or other documents are or may be served upon the FTC via the Court's ECF system or another way; however, if email is unavailable or impractical, such documents may be served via overnight delivery to Jonathan Cohen, Benjamin J. Theisman, and Christopher Erickson at Federal Trade Commission, 600 Pennsylvania Ave NW, CC 9528, Washington, DC 20580.

**XXVII. OTHER HEARINGS**

**IT IS FURTHER ORDERED** that, unless the Court orders otherwise, all Individual Defendants shall physically appear at all hearings in the District of Maryland.

**XXVIII. RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this 2<sup>nd</sup> day of October, 2019, at 5:30 p.m.

  
UNITED STATES DISTRICT JUDGE