

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

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Plaintiff,

- v. -

KIMBERLY ANNE STAMPS, YURIKO
ESPINO RAMOS, KPS PRODUCTIONS,
LLC, KPS PROMOTIONS LLC, JJMK
ENTERPRISES, LLC, JKS VENTURES,
LLC, YR MAIL SERVICES, LLC,
BARBARA TRICKLE, WESTERN
MAILING SERVICES, and CYBER
SOLUTIONS, INC.,

COMPLAINT

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

Defendants.

CV 18-1106

COGAN, J.

Plaintiff, the UNITED STATES OF AMERICA, by and through the undersigned attorneys, hereby alleges as follows:

INTRODUCTION

1. The United States brings this action for a temporary restraining order, preliminary and permanent injunctions, and other equitable relief pursuant to 18 U.S.C. § 1345, in order to enjoin the ongoing commission of criminal mail fraud in violation of 18 U.S.C. § 1341 and conspiracy to commit mail fraud in violation of 18 U.S.C. § 1349. The United States seeks to prevent continuing and substantial injury to the victims of fraud.

2. The United States also seeks civil penalties, pursuant to 39 U.S.C. § 3012, for defendants' violation of a cease and desist order entered by the United States Postal Service ("USPS") pursuant to 39 U.S.C. § 3005(a)(3).

3. Since at least 2012, and continuing to the present, Kimberly Anne Stamps; Yuriko Espino Ramos; KPS Productions, LLC; KPS Promotions LLC; JJMK Enterprises, LLC; JKS Ventures, LLC; and YR Mail Services, LLC (collectively, the “Stamps/Ramos Defendants”), and Barbara Trickle; Western Mailing Services; and Cyber Solutions, Inc. (collectively, the “Trickle Defendants,” and together with the Stamps/Ramos Defendants, the “Defendants”), using the U.S. mail, have engaged in a predatory mail fraud scheme that targets victims throughout the United States and abroad, primarily harming the elderly and vulnerable.

4. Since at least 2012, Defendants have sent millions of written solicitations through the U.S. mail to recipients throughout the United States and abroad. These solicitations are styled as individualized notices that the recipient has won large cash prizes. The solicitations purport to come from a person or institution tasked with facilitating the delivery of these proceeds or prizes to the solicitation’s recipient. The solicitations ask recipients to return a response card with a processing or delivery fee typically in an envelope pre-addressed to a U.S. Post Office box or private mailbox at a Commercial Mail Receiving Agency (“CMRA”) rented by the Stamps/Ramos Defendants. The solicitations claim that the fee will assure prompt processing and receipt of the promised prizes.

5. In reality, these solicitations are not personalized letters, but nearly identical form letters that Defendants send to numerous potential victims. None of the entities or individuals from whom the letters are purportedly sent exist. They are fictitious names utilized by Defendants to perpetrate the fraud and to conceal their identity.

6. Victims who pay the processing or delivery fee never receive the promised cash prizes. Victims receive either nothing at all or items of little to no value, such as junk jewelry or

a booklet describing various commercial sweepstakes. Victims are also bombarded with dozens of additional, similar fraudulent solicitations.

7. Many thousands of victims, especially the elderly and vulnerable, suffer financial losses from the mail fraud scheme Defendants perpetrate. The United States estimates that Defendants swindle victims out of more than \$3 million per year.

8. On October 31, 2012, a USPS Postal Service Judicial Officer entered a consent order to cease and desist (the "Consent Order") enjoining JKS Ventures, LLC, Stamps, their officers, agents, employees and others in active concert with them from mailing further fraudulent solicitations, including fraudulent prize notifications. Despite this Order, Defendants persisted in their fraudulent scheme.

9. For the reasons stated herein, the United States requests injunctive relief pursuant to 18 U.S.C. § 1345 to enjoin Defendants' ongoing scheme to defraud using the U.S. mail in violation of 18 U.S.C. §§ 1341 and 1349, together with civil penalties pursuant to 39 U.S.C. § 3012 for Defendants' violation of the Consent Order.

JURISDICTION AND VENUE

10. The Court has subject matter jurisdiction over this action pursuant to 18 U.S.C. § 1345, 28 U.S.C. § 1331, 28 U.S.C. § 1339, 28 U.S.C. § 1345, 28 U.S.C. § 1355, 39 U.S.C. § 409, and 39 U.S.C. § 3012.

11. Venue lies in this district pursuant to 28 U.S.C. § 1391(b)(2) and 28 U.S.C. § 1395.

PARTIES

12. Plaintiff is the United States of America.

13. Defendant Kimberly Anne Stamps resides in Gilbert, Arizona. Stamps utilizes the corporate names KPS Productions, LLC; KPS Promotions LLC; JJMK Enterprises, LLC; JKS

Ventures, LLC; and YR Mail Services, LLC, in transactions in furtherance of the mail fraud scheme. In connection with the matters alleged herein, Stamps, through these corporate defendants, has caused fraudulent solicitations and the responses to those solicitations to be delivered through the U.S. mail to and from victims throughout the United States (including in the Eastern District of New York) and around the world. Stamps, through the corporate defendants, has also caused fraudulent solicitations and the responses to those solicitations to enter the U.S. mail at the United States Postal Service International Service Center located at John F. Kennedy International Airport (the "New York ISC") in the Eastern District of New York

14. Defendant Yuriko Espino Ramos resides in Mesa, Arizona. Ramos utilizes the corporate name YR Mail Services, LLC in transactions in furtherance of the mail fraud scheme. In connection with the matters alleged herein, Ramos, through YR Mail Services, LLC, has caused fraudulent solicitations and the responses to those solicitations to be delivered through the U.S. mail to and from victims throughout the United States (including in the Eastern District of New York) and around the world. Ramos, through YR Mail Services, LLC, has also caused fraudulent solicitations and the responses to those solicitations to enter the U.S. mail at the New York ISC in the Eastern District of New York.

15. Defendant KPS Productions, LLC is a limited liability company domiciled in Arizona. The Arizona Corporation Commission identifies Stamps as KPS Productions' statutory agent and sole member, and its domestic address as located in Gilbert, Arizona. KPS Productions' address is the same as Stamps' home address. KPS Productions was incorporated on May 22, 2014.

16. Defendant JJMK Enterprises, LLC is a limited liability company domiciled in Arizona. The Arizona Corporation Commission identifies Stamps as JJMK Enterprises' statutory

agent and sole member, and its domestic address as located in Gilbert, Arizona. JJMK Enterprises' address is the same as Stamps' home address. JJMK Enterprises was incorporated on August 30, 2011.

17. Defendant JKS Ventures, LLC is a limited liability company domiciled in Arizona. The Arizona Corporation Commission identifies Stamps as JKS Ventures' statutory agent and sole member, and its domestic address as located in Gilbert, Arizona. JKS Ventures' address is the same as Stamps' home address. JKS Ventures was incorporated on August 30, 2011.

18. Defendant YR Mail Services, LLC is a limited liability company domiciled in Arizona. The Arizona Corporation Commission identifies Ramos as YR Mail Service's statutory agent and sole member, and its domestic address as located in Mesa, Arizona. YR Mail Service's address is the same as Ramos' home address. YR Mail Service was incorporated on February 14, 2013.

19. Defendant KPS Promotions LLC is a business organization name that appears on a U.S. Postal Service PS Form 1093 Application for Post Office Box Service. Stamps signed and submitted the application on behalf of KPS Promotions in order to rent a P.O. box for use in furtherance of the fraudulent scheme, as an address for payments by victims in response to the fraudulent solicitations. Stamps signed the application as a representative of KPS Promotions.

20. Defendant Barbara Trickle resides in Las Vegas, Nevada. Trickle utilizes the names Western Mailing Services and Cyber Solutions, Inc. in transactions in furtherance of the mail fraud scheme, including in executing bulk mailings of fraudulent solicitations on behalf of the other Defendants and providing design, printing, and other mailing services in connection with the fraudulent solicitations. In connection with the matters alleged herein, Trickle, through the corporate defendants Western Mailing Service and Cyber Solutions, Inc., has caused millions of

fraudulent solicitations and the responses to those solicitations to be delivered through the U.S. mail to and from victims throughout the United States (including in the Eastern District of New York). The Trickle Defendants have also caused responses to fraudulent solicitations to enter the U.S. mail at the New York ISC in the Eastern District of New York.

21. Defendant Western Mailing Services is a business headquartered in Las Vegas, Nevada, and owned and operated by Trickle. Western Mailing Service is registered with USPS as a mailing agent to execute bulk mailings on behalf of clients. Western Mailing Service provides a range of design, printing, and mailing services to mass mailers of fraudulent solicitations, including the Stamps/Ramos Defendants. Western Mailing has also caused hundreds of thousands or millions of fraudulent solicitations to be sent to potential victims throughout the United States, including those who reside in the Eastern District of New York.

22. Defendant Cyber Solutions, Inc. is a Nevada corporation owned and operated by Defendant Trickle. The Nevada Secretary of State website identifies Trickle as Cyber Solutions' Secretary and Treasurer. Cyber Solutions is registered with USPS as a mailing agent to execute bulk mailings on behalf of clients. Cyber Solutions, Inc. provides a range of design, printing, and mailing services to mass mailers of fraudulent solicitations, including the Stamps/Ramos Defendants. Cyber Solutions has also caused hundreds of thousands or millions of fraudulent solicitations to be sent to potential victims throughout the United States, including those who reside in the Eastern District of New York.

DEFENDANTS' ONGOING FRAUDULENT SCHEME

23. Beginning at least as early as 2012, and continuing to the present, Defendants, using the U.S. mail, have engaged in a mail fraud scheme that has defrauded thousands of victims throughout the United States and the world out of more than an estimated \$3 million dollars per year.

24. In furtherance of the fraudulent scheme, Defendants send solicitation letters through foreign and U.S. mail to recipients throughout the United States (including in the Eastern District of New York) and in other countries around the world, including but not limited to the United Kingdom, Germany, Japan, France, Canada, Switzerland, and Australia. The fraudulent solicitations typically seek payments or “processing fees” for bogus cash prizes that are never awarded to the victim. These solicitations target the elderly and vulnerable. The victim responses generally enter the U.S. mail from abroad through the New York ISC in the Eastern District of New York.

25. Defendants send solicitation letters that are written to appear as if they are being sent by different organizations and individuals with vague, yet official sounding names and titles, such as “Global Servicing Center,” “Premium Award Center,” “Notification Committee,” “Winners Search Advisory,” “Bureau of Notifications Committee of Global Servicing Center,” and “Director, Dept of Assessment Verification.” All of these organizations and individuals are fictitious.

26. Each solicitation contains multiple misrepresentations designed to induce elderly and vulnerable victims to send payments to Defendants. Defendants’ solicitations typically falsely inform recipients that they have won a sweepstakes or are otherwise entitled to receive large sums

of money. *See, e.g.*, Ex. A-D (representative solicitations).¹ The solicitations purport to come from a person or institution tasked with facilitating the delivery of these proceeds or prizes to the solicitation's recipient. *Id.* The solicitations urge the recipient to pay a required "delivery" or "entitlement option" fee, generally \$15 to \$50, to assure processing and delivery of the promised money. *Id.* The solicitations also provide that the recipient may pay an additional fee (often \$3.00) for "rush" handling or processing. *Id.*

27. Each solicitation contains a response card and typically also contains a pre-addressed return envelope. The recipient is instructed to fill out the response card and send it to the fictitious entity along with his or her payment. The response card frequently asks victims to affirm that they accept their winnings and to confirm their identity and address. The cards instruct victims to make a payment to the fictitious entity via cash, check, or money order.

28. In reality, while Defendants collect the payments in response to these solicitations, victims who send in responses and payments never receive the valuable prizes promised in the solicitations.

29. Defendants include inconspicuous fine print often on the bottom or back of their solicitations that purports to set out terms and conditions. *See, e.g.*, Ex. A at 2; Ex. B at 2. These hidden "disclaimers" are printed in light colors, tiny font, and block text, making them barely legible. *Id.* In many cases, these difficult-to-read "disclaimers" directly contradict the claims in the main body of the solicitation. *Id.* For example, solicitations claim that the recipient has already been confirmed the winner of money in bold, prominent lettering, but then explain in inconspicuous text that the solicitation is not a sweepstakes or award notification and does not

¹ All exhibits cited herein are attached hereto. The names and addresses of the recipients of solicitations have been redacted to protect their privacy.

guarantee winnings. *See, e.g.*, Ex. B at 2 (“RSC does not conduct sweepstakes, nor does RSC share any affiliation or promote the products or services of the independent sponsor used in this offer.”). Some disclaimers on the back of solicitations list prizes in fine print that they claim will be awarded to “qualified entrants.” *See, e.g.*, Ex. A at 2 (“Two (2) winners will each receive One thousand dollars (\$1000.00.”). Victims who sent payments in response to these solicitations do not receive the promised winnings listed on the front of the solicitations. Recipients are highly unlikely to see, let alone read and understand the indecipherable print in the disclaimers. Ultimately, the disclaimers do nothing to counteract the overall impression conveyed by the solicitations that the recipient will receive hundreds of thousands (or millions) of dollars if the recipient pays the processing fee.

30. The solicitations are styled to give the impression that they are personalized to the recipient, but in fact, they are identical mass mailings. The solicitations typically contain an identification number inserted into the form letter and ask the recipient to confirm that he or she is in fact the person identified as the winner of the promised money.

31. Despite misrepresentations that the solicitations are unique and personalized, numerous nearly identical copies of each solicitation are sent to potential victims every month.

32. Defendants’ direct mail solicitations typically contain pre-addressed return envelopes to facilitate the return of victim payments. These return envelopes are addressed to USPS mail boxes or private mail boxes held by Commercial Mail Receiving Agencies (“CMRA”) in the United States that are rented by the Stamps/Ramos Defendants.

33. Defendants have opened at least six U.S. Postal or CMRA boxes in furtherance of their fraudulent scheme, including boxes located at four different Post Offices or CMRA locations. Some of these boxes are listed as addresses on fraudulent solicitations where victims are directed

to mail payments. Others are listed as “customer service” addresses on Defendants’ fraudulent solicitations.

34. The Trickle Defendants serve as mailing agents on behalf of the Stamps/Ramos Defendants to execute bulk mailings of fraudulent solicitations to domestic recipients. USPS records reveal that the Trickle Defendants execute hundreds of thousands or millions of domestic mailings on behalf of the Stamps/Defendants each year. The Trickle Defendants provide a range of bulk mail printing services to mass mailers of fraudulent lottery and sweepstakes solicitations (among others), including to the Stamps/Ramos Defendants. Such services provided by the Trickle Defendants include designing mailings, printing mailers from templates, adding recipient names into the mailers, filling and sealing the envelopes, and executing the mailings.

35. USPS records reveal that the Trickle Defendants mailed more than 4.8 million mail pieces on behalf of the Stamps/Ramos Defendants over the period May 8, 2015, through January 25, 2018, or approximately 150,000 mailings per month.

36. USPS records also show that U.S. Postal and CMRA boxes rented by Defendants Stamps and Ramos, and designated on Defendants’ fraudulent solicitations as addresses where recipients are directed to mail payment, have received over 160,000 mailings over the period May 1, 2017, through January 24, 2018, or approximately 18,000 responses per month.

37. Defendants mail their fraudulent solicitations to, and receive payments from, potential victims located throughout the United States, including within the Eastern District of New York, and multiple countries around the world.

SPECIFIC MISREPRESENTATIONS

38. The specific fraudulent solicitations described below are representative examples of the different fraudulent solicitations sent by Defendants since 2012.

The “Commission of Allocations” Solicitation

39. One solicitation sent by Defendants purports to have been sent by “Commission of Allocations” and creates the false impression that its recipient has won \$2,000,000 and need only mail in a fee of \$28.00 to receive delivery of the prize. *See* Ex. A. The solicitation also directs the recipient to enclose “an additional \$3.00 for rush processing.” *Id.*

40. The notice states in bold, large print at the top “ANNOUNCEMENT OF \$2,000,000.00 DOLLARS” and “Our Advisory Committee is trying to locate you.” *Id.* The solicitation proceeds to inform the victim that “An official \$2,000,000.00 prize announcement naming you as our newest Grand Prize Winner will be released immediately upon return of your signed Entry Acquisition Voucher enclosed with prize search claim number readable by computer and formally validated by our prize coordinator as that corresponding to the \$2,000,000.00 allocated prize.” *Id.* The notice bears what appears to be hand written signatures from a “Comptroller” named “Pamela Carson” and a “Secretary” named “Daniel Leighton,” but these “signatures” are in fact preprinted and appear in identical fashion on identical solicitations sent to thousands of other potential victims, and the individuals who purportedly signed the notice are fictitious. *Id.* The notice also bears a seal purporting to come from “Publishers Award Center” that reads “Official Winners Seal.” *Id.* Other misrepresentations contained in this solicitation include the following:

- Our responsibility is to locate and notify eligible winners **ONE TIME** only! Therefore, if you fail to act we are under no obligation to contact you again, and you will relinquish all provisional rights to the \$2,000,000.00 prize.

- [Victim Name] assured monies eligibility shall also be extended to entitlement option consisting of the exclusive ambiance-in-mist faux pearl necklace selection.
- As this invitation is presented for a limited time only, you are urged to follow the instructions herein to ensure the fulfillment of this option immediately.
- As soon as our prize committee receives your return correspondence, we will immediately transact final proceedings for official record on your behalf.
- **THIS NOTICE IS FOR REAL AND NOT A MISPRINT OR PRELIMINARY MAILING**

Id.

41. Recipients of this solicitation who returned the \$28 fee did not receive a payment of \$2,000,000.00, or any other prize.

42. On the back of the solicitation, in small font is a statement that reads in part:

- **JEWELRY ITEMS/MERCHANDISE REGISTRY:** The purpose of this offer is to promote various premium offers featured by sponsor. Please allow 10-12 weeks for delivery of any products purchased. If product purchased is the Merchandise Registry, it will consist of a jewelry item or a catalog of brand-name products including luggage, cameras, tools, cookware, electronics, etc. Nominal shipping and handling fee(s) are required. We make our mailing list available to companies whose products and services may be of interest to you. . . . You Have Not Yet Won. All entries have the same chance of winning. No one will know who the winner is until after the Sweepstakes ends. Enter For Free. You don't have to buy anything to enter. Just follow instructions on the order form on how to enter for free. You will be entered for each prize offered in this mailing.

Id. at 2. This text is written in tiny, closely spaced, block text, and has been formatted to be intentionally difficult to read. *Id.* Moreover, even if a victim were to read this statement, which is purposefully vague and rife with internal inconsistencies, it does nothing to correct the multiple misrepresentations on the front of the solicitation that the recipient will receive a payment of \$2,000,000.00 upon submission of the \$28 fee.

43. Defendants mailed nearly identical solicitations, save for the victim's name and address, to numerous potential victims. The response card for this solicitation, and others like it,

includes the address of a P.O. box rented by Defendant Stamps on behalf of corporate defendant JKS Ventures LLC: P.O. Box 1850, Gilbert, AZ 85299-1850. *See id.* at 1. The address is described on the solicitation as that of a fictitious corporate entity, "National Review Network." *See id.*

The "Special Reporting Office" Solicitation

44. Another solicitation sent by the Stamps/Ramos Defendants purports to have been sent by "William C. Finch," identified as "Executive Director" and "SEC[] Comptroller" of the "Special Reporting Office" of "National Review Network." *See Ex. B.* The solicitation creates the false impression that its recipient is entitled to receive \$449,550.00 and need only mail in a processing fee of \$29.00 and a "RESPONSE TICKET 010 R" to receive delivery of the funds. *Id.* The notice is also signed by a fictitious individual with the purported name and title of "Joseph Stewart, CEO." *Id.* The response card is also referred to as a "Claim Voucher." *Id.* Recipients are also directed to include an additional \$3.00 for "rush handling." *Id.*

45. The notice falsely states in multiple places that the recipient has won the prize of \$449,550.00. *Id.* For instance, it states: "THE INDEPENDENT RESEARCH AND REPORTING AGENCY OF: NATIONAL REVIEW NETWORK, Has Confirmed Your identity and has here Issued Your Schedule of Undisbursed Sweepstakes Cash and Awards which Fully Records all eligibility for the entire amounts in total for: **\$449,550.00 in Sweepstakes Money and Prizes** as reported." *Id.* Other misrepresentations contained in this solicitation include the following:

- [Victim Name] THIS SCHEDULE OF UNDISBURSED SWEEPSTAKES CASH AND AWARDS IS YOURS BECAUSE: 1) Your purchase history indicates you have a desire to win Monies and Prizes. 2) There is no information available to us that you have won a major sweepstakes prize (more than \$10,000.00 in Cash and Prizes) in the last six months.
- YOUR SCHEDULE OF UNDISBURSED SWEEPSTAKES CASH AND AWARDS OFFERS CASH AND PRIZES SUCH AS: TYPE: Cash every week AMOUNT IN: USD: \$10,000.00. TYPE: Cash every month AMOUNT

IN: USD: \$100,000.00. TYPE: Grand Prize AMOUNT IN: USD: \$449,550.00.

- It's time for you to act [Victim Name] . . . All entry qualifications have been documented and confirmed by National Review Network and it is now fully Verified up to ***\$449,550.00 in Sweepstakes Money and Prizes in total amounts*** as allocated and Guaranteed to winners by individual sweepstakes sponsors.

Id.

46. Victims who sent in \$29 and a completed claimant form in response to this solicitation did not receive any funds or payment.

47. On the back of the solicitation, in small and light-colored font is a statement that reads in part:

RSC is an independent publisher that expertly researches, identifies, and compiles exciting sweepstakes, contests, and merchandise promotions then presents consumers an opportunity to purchase an easy-to-read and understand report that compiles complete information and entry details for exciting cash and prize opportunities that are offered to the public by independent sponsors. RSC does not conduct sweepstakes, nor does RSC share any affiliation or promote the products or services of the independent sponsors used in this offer.

Id. at 2. This text is written in tiny, closely spaced, block text, and has been formatted to be intentionally difficult to read. Moreover, even if a victim were to read this statement, it does nothing to correct the multiple misrepresentations on the front of the solicitation that the recipient will receive a payment of \$449,550.00 upon submission of the \$29 fee.

48. The solicitation directs recipients to mail payments to a bogus division of a bogus company – “Financial and Special Reporting Office” of “National Review Network” – at the address PO Box 6430, Chandler, AZ 85246-6430. *Id.* This is the address of a P.O. box rented by Stamps on behalf of JJMK Enterprises, LLC and KPS Promotions LLC.

49. One recipient of the fraudulent solicitation wrote in handwriting on the response card: “I am sending another check to Nat. Rev. Network. If this is a duplicate please return 1 check.” *See Ex. B*

The “Global Servicing Center” Solicitation

50. Another solicitation sent by Defendants purports to have been sent by “Global Servicing Center” and creates the false impression that its recipient is entitled to receive \$615,473.00 and need only mail in a processing fee of \$29.00 and “Processing Application.” *See* Ex. C.

51. The notice purports to be from a “Comptroller” and bears a fake signature. *Id.* The notice states in large print “ASSURANCE NOTICE” and also includes the false stated “Notice of Accruement” at the top of the solicitation. *Id.* The notice also states: “You are being notified at once on Prize Offices Form F/10 that the guaranteed prize opportunity for the total amount of \$615,473.00 will take effect immediately upon strict adherence to all deadlines and official entrant requirements announced in this priority letter.” *Id.* The notice further misrepresents: “You must submit hard copy documentation for authorization and release signature indicating your intent to accept all prize money, \$615,473.00 upon formal submission of Form F/10 for processing and verification of P.I.N. #. A002455800763A as that corresponding to this prize distribution. *Id.*

52. Other misrepresentations made in the solicitation include:

- [VICTIM NAME], ALL ADMINISTRATIVE RESPONSIBILITIES WILL BE ATTENDED TO A.S.A.P. WITH YOUR RETURN CORRESPONDENCE. IT HAS BEEN A PLEASURE SENDING YOU THIS LETTER TODAY. WINNER’S \$615,473.00 PRIZE CHECK(S) WILL BE DELIVERED BY OVERNIGHT COURIER, FOR YOUR INFORMATION. PLEASE RUSH YOUR PROCESSING FORM SO THAT WE CAN PROCEED IMMEDIATELY ON YOUR BEHALF.
- **NO MONIES OR PROPERTY SHALL BE RELEASED** without standard entry submission of Form F/10 (attached) completed as applicable.
- The recipient’s assured monies eligibility shall also be extended to property option from the sterling Rococo Celestial Gemstone collection.

Id.

53. Victims who sent in \$29.00 and a completed "Processing Application" in response to this solicitation did not receive any funds or payment.

54. The back of the solicitation, in text written in smaller and lighter font than the rest of the solicitation, includes disclaimers making confusing statements such as the following:

JEWELRY ITEMS/MERCHANDISE REGISTRY: The purpose of this offer is to promote various premium offers featured by sponsor. Please allow 10-12 weeks for delivery of any products purchased. If product purchased is the Merchandise Registry, it will consist of a jewelry item or a catalog of brand-name products including luggage, cameras, tools, cookware, electronics etc. Nominal shipping and handling fee(s) are required. We make our mailing list available to companies whose products and services may be of interest to you. Notification system: If you would prefer to have your name withheld, or no longer wish to receive our own mailings, please copy your name and mailing address and entry number exactly as it appears on our letters and mail with instructions to the Customer Service address listed on the front of this offer. You Have Not Yet Won. All entries have the same chance of winning. No one will know who the winner is until after the Sweepstakes ends. . . .

Id.

55. Even if a victim were to read these statements, it does nothing to correct the multiple misrepresentations throughout the solicitation that the recipient will receive a payment of \$615,473.00 upon submission of the \$29.00 fee.

56. The fraudulent solicitation directs recipients to send payments to the bogus company "Global Servicing Center," at the address PO Box 1850, Gilbert, AZ 85299-1850. *Id.* This is the address of a P.O. box rented by Defendant Stamps on behalf of JKS Ventures, LLC.

The "Premium Award Center" Solicitation

57. Another solicitation sent by Defendants to potential victims purports to have been sent by "Premium Award Center" and creates the false impression that its recipient has won a \$1,000,000 and need only send a \$29.00 "Property Option Delivery Fee" to claim the prize. *See* Ex. D.

58. The solicitation purports to come from "Thomas M. Patrick" a "Prize Facilities Director," and includes a bogus signature by the fake individual. *Id.* The solicitation includes the following heading in capital and bold letters: OUR NOTIFICATION COMMITTEE IS TRYING TO LOCATE YOU: \$1,000,000 DOLLARS AND 00/100." *Id.*

59. The solicitation goes on to make a series of specific misrepresentations informing the victim that he/she has won \$1,000,000 and only need pay a \$29.00 fee to obtain the prize:

- On 06/01/2016 . . . it was certified and affirmed that [Victim Name] is duly and fully recognized for receivership of the **\$1,000,000.00 Sweeps Prize Notification**.
- Please follow all entry formalities in this letter to authorize intent to accept any prize payments upon winning with completion of the official requirements announced in this priority letter.
- Although we are sure you are very excited to receive this news, we strongly advise that you respond immediately (14 days requested) as this is absolutely no mistake. All items contained within this correspondence are true and verifiably accurate.
- This is an actual prize disbursement entry notification regarding cash monies in the amount of: \$1,000,000.00 DOLLARS now "confirmed" for record and cleared for dispatch pament to your Seattle address immediately pending only your response with return of claim # A002456000827A and formal verification as that which is preassigned to this cash prize.
- Sign, date form, and provide initialed verification of your current address. That is all you have to do.
- The recipient's assured monies eligibility shall also be extended to property option consisting of an exclusive 14k fine plated gold show charm ensemble as presented by the acclaimed Milan Luxuries-Direct.
- Upon completion of all official requirements outlined herein, our corporate treasurer will then proceed with final entry processing regarding \$1,000,000.00 GRAND PRIZE which is now being held in a protected and federally insured account.

Id.

60. The response card is styled as the official-sounding "PRT-09 Entrant Identification Assurity," which purports to provide the recipient a payment option for their "Grand Prize" in

either “30 annual payments of \$33,334.00 Dollars or 1 lump sum payment of \$615,473.00 Dollars.” *Id.* The response card also gives the recipient the response of paying an additional \$3.00 for “rush handling.” *Id.*

61. Recipients of this solicitation who returned the \$29.00 fee did not receive the promised prize.

62. On the bottom of the solicitation in small font is the following confusing statement, buried after a few sentences regarding how the recipient’s check account may be debited if the recipient pays by check: “Purchase not required to enter and in no way enhances chances of winning (see official rules for details).” *Id.* at 2.

63. The print of the disclaimer is difficult to read. Moreover, even if a victim were to read this statement, it does not dispel the misrepresentations elsewhere in the solicitation that the recipient will receive \$1,000,000 if he or she pays the \$29.00 fee. Indeed, it is unclear what “purchase” the solicitation is referring to, as the notice purportedly requires only a payment of a “Delivery Fee” from the recipient, not any type of “purchase.”

64. The fraudulent solicitation directs recipients to send payments to the bogus company “Premium Award Center,” at the address PO Box 1850, Gilbert, AZ 85299-1850. *Id.* This is the address of a P.O. box rented by Defendant Stamps on behalf of JKS Ventures, LLC.

65. The solicitations and specific misrepresentations identified in the foregoing Paragraphs are only a few representative examples of similar solicitations and misrepresentations sent by Defendants. Copies of these solicitations, identical but for the names, addresses and unique tracking numbers, were transmitted to tens, if not hundreds, of thousands of recipients.

DEFENDANTS' KNOWLEDGE AND CONCEALMENT OF THE FRAUD

66. Defendants have operated this mail fraud scheme since at least 2012. Defendants know that the solicitations they send to potential victims throughout the world contain false and misleading statements intended to induce the recipients to send them payments. Defendants have taken multiple steps to conceal their identities and involvement in the scheme from law enforcement.

67. Defendants style their solicitations as letters from fictional financial institutions and individuals, knowing these entities do not exist, in order to mask the true origin of their solicitations.

68. Defendants also know that, despite the fact that their solicitations direct victims to send payment in exchange for large prizes, those who respond and send payments do not receive the promised cash.

69. On or about September 25, 2012, defendant Stamps signed in her individual capacity, and on behalf of defendant JKS Ventures, LLC (and others), an Agreement Containing Consent Order to Cease and Desist (the "Consent Order") with regard to an action brought against her by USPIS pursuant to 39 U.S.C. § 3005. *See Ex. E.* The Consent Order attached a copy of an administrative complaint, which was filed simultaneously with the Consent Order.

70. The administrative complaint alleged that three corporate entities operated by defendant Stamps – Award Verification Department, Processing Department, and JKS Ventures, LLC ("Respondents") – were conducting a scheme or device for obtaining money or property through the mail by means of false representations in violation of 39 U.S.C. § 3005. *See Ex. E.*

71. The administrative complaint attached copies of solicitations typical of those mailed by Respondents. The solicitations attached to the administrative complaint are

substantially similar to and contain the same types of misrepresentations as the fraudulent award solicitations currently mailed by Defendants. *Compare, e.g.,* Ex. E at 18-28 (Inspection Service Ex. 1), *and* Exs. A-D.

72. In the Consent Order, Defendant Stamps agreed “to be bound individually by the terms of the Agreement and the Cease and Desist Order Appended to the Complaint as Attachment B.” Ex. E. (Consent Order) ¶ 3. The Consent Order also provided that Respondents and Stamps understood that “failure to comply with this order to cease and desist could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012 . . .” *Id.* ¶ 11 (emphasis in original).

73. Ramos witnessed Stamps’ signature of the Consent Order. *See* Ex. E (Consent Order) at 7.

74. A Postal Service Judicial Officer entered the Consent Order against the Respondents on October 31, 2012. *See* Ex. F. The Consent Order enjoined *inter alia* JKS Ventures, LLC and Stamps, both in her individual capacity and as an officer and agent of JKS Ventures, as well as all persons acting in active concert or participation with JKS Ventures and Stamps, from “falsely representing, directly or indirectly, expressly or impliedly, in substance and effect, whether by affirmative statements, implications or omissions,” among other things, that recipients of Respondents’ solicitations had won a prize consisting of a large amount of money, that payment of the requested fee would guarantee consumers’ receiving the promised prize money, or that the solicitation was something other than an offer to sell a document relating to sweepstakes promotions. *Id.* § 3.

75. Stamps was aware, by way of the Postal Service's administrative actions and her signing of the Consent Order, that the mail solicitation scheme was fraudulent and prohibited by law.

76. Ramos was aware, by way of her witnessing Stamps' signing of the Consent Order, that the mail solicitation scheme was fraudulent and prohibited by law.

77. In response to the Postal Service's administrative actions, Stamps and Ramos did not cease their mail fraud scheme nor remove the fraudulent representations from their solicitations. Rather, Stamps and Ramos continued to send the same type of fraudulent award solicitations, with return envelopes addressed to newly opened P.O. boxes.

78. Following the entry of the Consent Order, Stamps rented at least four new mailboxes: three designated on Defendants' fraudulent solicitations as addresses for payments by recipients, and one designated on fraudulent solicitations as a "customer service" address. Stamps rented two of these mailboxes in November 2012, within weeks of entry of the order.

79. The Stamps/Ramos Defendants rented these new mailboxes to conceal from USPS and law enforcement that they were continuing to operate their mail fraud scheme, despite agreeing to the entry of the Consent Order forbidding them from doing so.

80. Furthermore, Defendants direct victim payments to mailboxes located at different Post Offices (or CMRAs) in order to conceal from USPS and law enforcement and from victims that their various fraudulent solicitations are all sent by the same individuals.

81. Defendants have also tried to conceal their identities by designing their solicitations as letters from fictitious entities and individuals.

82. The Trickle Defendants are also aware of the fraudulent nature of the solicitations and other items they mail on behalf of the Stamps/Ramos Defendants, and are complicit in the fraudulent scheme.

83. The Trickle Defendants provide a range of design, printing, and mailing services to mass mailers of sweepstakes solicitations, including the Stamps/Ramos Defendants. The services that the Trickle Defendants provide to such mass mailers include designing solicitations, adding recipient names and addresses from a mailing list into the solicitations, printing the mail-merged solicitations in bulk, filling envelopes with the solicitations and pre-printed return envelopes, and executing bulk mailings of solicitations through USPS accounts registered to the Trickle Defendants.

84. The website of Defendant Western Mailing Services promotes the company's services in not only printing and executing mailings on behalf of direct mailer clients, but also providing design services. The website states, for example: "Got an idea for a design? We'll help you translate those thoughts visually on screen for your review in a timely manner. If you would like us to present mock ups or thumbnails to help begin a colorfully attractive marketing campaign for your company, our artists will gladly help in that process as well. ... our graphics team will help you create a visually appealing product that is tailor made to help achieve your company's goals."

85. In 2017, Defendant Trickle testified in the criminal trial of three individuals charged with running a similar mass mail fraud scheme as Defendants' scheme here. Trickle testified that she, and her companies, defendants Western Mailing Services and Cyber Solutions, designed solicitations for the mass mailers, printed solicitations, placed the solicitations into envelopes, and mailed the solicitations. She further testified that she had many other clients who

were making similar kinds of mailings as the defendants in that case, and, even if she did not personally review every single mailing, she knew that the contents of the mailings were similar in substance. The defendants were convicted of conspiracy to commit mail fraud.

86. Over the period April 15, 2015, through January 24, 2018, the Trickle Defendants mailed, on behalf of the Stamps/Ramos Defendants, more than 4.8 million mailings from USPS accounts held by the Trickle Defendants. According to USPS records, those 4.8 million mailings were associated with P.O. boxes that are rented by the Stamps/Ramos Defendants and that appear as mailing addresses on Defendants' fraudulent solicitations. The Trickle Defendants, as printers and mailers of the 4.8 million mailings, knew that the solicitations were designed to give the misimpression that they were individualized notices that the recipient had won a lottery; that the mailings were not actually unique or personalized, other than the names, addresses and unique identifiers contained in the solicitations; that the millions of recipients could not have each won the substantial cash prizes advertised; that the solicitations were designed to convince the recipients to remit a payment; and that the entire scheme was fraudulent.

87. Email communications between Stamps and Trickle further evidence the Trickle Defendants' knowledge of the fraudulent nature of the scheme, including of the contents of the solicitations and other items that the Trickle Defendants mail on behalf of the Stamps/Ramos Defendants. Such communications also show that the Trickle Defendants provide jewelry "fulfillment" services on behalf of the Stamps/Ramos Defendants, including selling the Stamps/Ramos Defendants junk jewelry to send to victims of the fraudulent solicitations who pay fees for the promised cash prizes, and mailing the junk jewelry to victims on behalf of the Stamps/Ramos Defendants.

HARM TO VICTIMS

88. Victims, especially elderly and vulnerable victims, suffer financial losses from the mail fraud scheme that Defendants perpetrate. Victims pay the Stamps/Ramos Defendants over \$3 million annually in response to solicitations containing the types of misrepresentations described above. If unabated, these losses will rise and continue harming Defendants' victims.

89. The harm to victims is ongoing and will continue without the injunctive relief sought by the United States.

COUNT I
(18 U.S.C. § 1345 – Injunctive Relief)

90. The United States realleges and incorporates by reference paragraphs 1 through 89 of this Complaint as though fully set forth herein.

91. By reason of the conduct described herein, Defendants violated, are violating, and are about to violate 18 U.S.C. §§ 1341 and 1349 by executing a scheme or artifice to defraud for obtaining money or property by means of false or fraudulent representations with the intent to defraud, and, in so doing, use the U.S. mail.

92. Upon a showing that Defendants are committing or about to commit mail fraud, the United States is entitled, under 18 U.S.C. § 1345, to a temporary restraining order, a preliminary injunction, and a permanent injunction restraining all future fraudulent conduct and any other action that this Court deems just in order to prevent a continuing and substantial injury to the victims of fraud.

93. As a result of the foregoing, Defendants' conduct should be enjoined pursuant to 18 U.S.C. § 1345.

COUNT II
(39 U.S.C. § 3012 – Civil Penalties)

94. The United States realleges and incorporates by reference paragraphs 1 through 89 of this Complaint as though fully set forth herein.

95. By reason of the conduct described herein, the Stamps/Ramos Defendants have violated and are continuing to violate 39 U.S.C. §§ 3012 by (a) failing to comply with an order issued under 39 U.S.C. § 3005(a)(3), and (b) by having actual knowledge of an order issued under 39 U.S.C. § 3005(a)(3), being in privity with person(s) failing to comply with an order issued under 39 U.S.C. § 3005(a)(3), and engaging in conduct to assist any such person to evade, attempt to evade, or fail to comply with any such order, as the case may be, through the use of the mail.

96. Upon a showing that the Stamps/Ramos Defendants have violated 39 U.S.C. § 3012, the United States is entitled to civil penalties in the amount as provided under 39 U.S.C. § 3012.

PRAYER FOR RELIEF

WHEREFORE, plaintiff United States of America requests the following relief:

- A. That the Court issue an order, pursuant to 18 U.S.C. § 1345, pending a hearing and determination on the United States' application for a preliminary injunction, that Defendants, their agents, officers and employees, and all other persons and entities in active concert or participation with them are temporarily restrained from:
 - i. committing mail fraud, as defined by 18 U.S.C. § 1341 or 18 U.S.C. § 1349;
 - ii. using the United States mail, or causing others to use the United States mail, to distribute any advertisements, solicitations, or promotional materials;

- (a) that represent, directly or indirectly, expressly or impliedly that the recipient has won, will win, or will receive cash, prizes or awards;
- (b) that represent, directly or indirectly, expressly or impliedly that the recipient will receive delivery of cash, prizes or awards in return for payment of a fee;
- (c) that offer for sale information regarding sweepstakes or lotteries;
- (d) that represent, directly or indirectly, expressly or impliedly, that the recipient will receive delivery of a specific item in return for payment of a fee, and state in fine print or in disclaimers that the recipient will or may receive delivery of a different item;
- (e) that represent, directly or indirectly, expressly or impliedly, that the recipient of the solicitation was specifically selected to receive the mailing based on a reason other than the fact that the recipient's name appears on a mailing list; or
- (f) that contain any other false or misleading representations;

- iii. receiving, handling, opening, or forwarding any mail that responds, by sending payment or otherwise, to materials described in Paragraph (ii)(a)-(f), *supra*;
- iv. selling, offering for sale, leasing, or offering for lease any lists of U.S. residents or mailing lists of any type compiled from U.S. residents who have responded to any of the materials described in Paragraph (ii)(a)-(f), *supra*;
- v. performing or engaging "caging services" on mail received in response to any of the materials described in Paragraph (ii)(a)-(f), *supra*, including opening mail; entering or inputting data about those responding to any of the materials described

in Paragraph (ii)(a)-(f), *supra* into a database or forwarding such data; handling, forwarding, or depositing payments received from those responding to any of the materials described in Paragraph (ii)(a)-(f), including currency, bank checks, certified checks, money orders, or credit card charge authorizations; or handling or forwarding any mail received from those responding to any of the materials described in Paragraph (ii)(a)-(f);

- vi. printing, designing, preparing mailings, executing mailings, or providing any other printing, design, or mailing services to any mailers of any materials described in Paragraph (ii)(a)-(f), *supra*, or seeking any payments for goods and services therefrom;
- vii. destroying, deleting, removing, or transferring any and all business, financial, accounting, and other records concerning Defendants' operations and the operations of any other corporate entity owned or controlled, in whole or in part, by Defendants.

B. That the Court further order, pursuant to 18 U.S.C. § 1345, that within 2 days from Defendants' receipt of this Temporary Restraining Order and Order to Show Cause, Defendants shall provide copies of this Temporary Restraining Order and Order to Show Cause to all direct mailers, list brokers, printer/distributors, mailing houses, and/or caging services with which they do business regarding the materials described in Paragraph (A)(ii)(a)-(f), *supra*, informing them that they are subject to the temporary restraining order as an entity in active concert or participation with Defendants, and within 7 days from Defendants' receipt of the Temporary Restraining Order and Order to Show Cause, Defendants shall provide proof of such

notice to the Court and the United States, including the name and addresses of the entities and/or individuals to whom the notice was sent, how the notice was sent, and when the notice was sent.

- C. That the Court further order that, pursuant to 18 U.S.C. § 1345, the United States Postal Service is authorized to detain:
 - i. all of Defendants' mail, addressed to any P.O. or CMRA box, which is responsive to any of the materials described in Paragraph (A)(ii)(a)-(f), *supra*;
 - ii. any of the materials described in Paragraph (A)(ii)(a)-(f), *supra*, and any substantially similar advertisements, solicitations, and promotional materials that are deposited into the United States mail by Defendants, their agents, officers, or employees, or any other persons or entities in active concert or participation with them.
- D. That the Court issue a preliminary injunction on the same basis and to the same effect.
- E. That the Court issue a permanent injunction on the same basis and to the same effect.
- F. That the Court issue a judgment against all Defendants for the maximum civil penalty allowed pursuant to 39 U.S.C. § 3012.

G. That the Court order such other and further relief as the Court shall deem just and proper.

Dated: Brooklyn, New York
February 21, 2018

RICHARD P. DONOGHUE
United States Attorney
Eastern District of New York
271 Cadman Plaza East
Brooklyn, New York 11201

By:


Evan P. Lestelle
John Vagelatos
Assistant United States Attorneys
Eastern District of New York
Tel. (718) 254-7000

EXHIBIT A

ONE AND TWO MILLION DOLLAR / GRAND PRIZE SWEEPSTAKES XVI / OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING DOES NOT IMPROVE YOUR CHANCES OF WINNING, YOU HAVE NOT YET WON.

To Enter: To enter the Grand Prize XVI, respond and claim the uniquely assigned entry number, offered through Presenters promotional materials. Any deviation from conduct and procedure stated in these rules, including failure to meet prescribed urgent deadlines, invalidates your registration. To determine the Grand Prize winner(s), the individual assigned Sweepstakes numbers on all qualified entries will be compared against the prize-winning number(s) pre-selected by computer. Entries must be received in accordance with the prescribed deadline stated elsewhere in the offer, if no deadline stated entry must be received by promotion end date, December 31, 2016. Postmark determines date of respondent's reply. Only official entry forms, authorized responses and transmissions will be accepted. Sponsor and its Presenter is not responsible for late, lost, illegible, incomplete or misdirected mail entries; technical failure, jumbled, scrambled or misdirected transmissions or other error of any kind whether human, mechanical or electronic that may affect the Sweepstakes entry process. All entries become the exclusive property of the Presenter and will not all will be acknowledged or returned. Use of any automated system or agency relationship or photocopy to submit entry is prohibited and will result in disqualification. In case of entry ownership dispute, Mail entries will be declared made by the submitter whose name is assigned to the entry. A variety of graphic presentations and techniques for eligibility are planned for this Sweepstakes. All submissions will be entered into the One Million or Two Million US Dollar Grand Prize Sweepstakes. Prize values and payout methods are specific to offer.

Eligibility: Sweepstakes open to residents 18 years and older of the United States and Canada (except Quebec) and selected parts of Europe, Africa, Asia, Australia and South America and where made available and permitted by law. Promotional void where prohibited. All applicable federal, state, provincial and local laws and regulations apply. Canadian residents must successfully answer a skill-testing question. Employees of the sponsor, all Sweepstakes presenters, affiliates, licensees, suppliers, agencies and members of those employees' immediate families are not eligible.

Number Match: To determine the Grand Prize winner, the individual unique Sweepstakes numbers on all qualified entries will be compared against a prize winning number pre-selected by computer. The judges' decisions are final. Chances of winning the Grand Prize are one in 300 million. One Million Dollars or Two Million Dollars are guaranteed to be awarded to the Grand Prize winner as specified in accordance with these Official Rules. If winning numbers are not matched, Grand Prize(s) will not be awarded. All entry numbers are distributed randomly. It is indeterminable as to whether the actual winning number has been distributed until after Sweepstakes end date. It is possible that there will not be a Grand Prize Winner.

Grand Prize: The winner of the One Million Dollar Grand Prize may choose to receive 30 installments of \$33,334.00 per year or a single lump sum based on the annuity value at time of payout. The winner of the Two Million Dollar Grand Prize may choose to receive 30 installments of \$66,667.00 per year or a single lump sum based on the annuity value at time of payout. All prizes will be pogged to the US Dollar at the time of payout as indicated in these Official Rules. For marketing purposes prizes shown may be representative or are suggestive of Grand Prize winning purchase possibilities. A Variety of international currencies may be used to represent prize values including but not limited to: GBP, Euro, AUD, and Yen. Currency rates are subject to change. Amount will be converted based on current exchange rates at the time of payout.

Bonus Sweepstakes: All qualified entrants will be entered into a random drawing to be conducted on or about February 28, 2017. Odds of winning based on number of entries received. Prizes are guaranteed to be awarded as follows:

First Prize: Two (2) winners will each receive One thousand dollars (\$1,000.00).

Second Prize: Two (2) winners will each receive Five hundred dollars (\$500.00).

Third Prize: Ten (10) winners will each receive One hundred dollars (\$100.00).

Fourth Prize: Nineteen (19) winners will each receive Fifty dollars (\$50.00).

Winner Notification: Promotions is under the supervision of an independent judging agency whose decisions are final. Winners will be notified by mail within 60 days of the Grand Prize winner determination. Unclaimed Grand Prize(s) will not be awarded. Any prize notice(s) or claim(s) that results from production, printing, mechanical, typographical, electronic transmission, or other errors or is obtained through other than a legitimate manner or channel is void and will not be accepted. Participating in the Sweepstakes constitutes permission to use the name, photo, or likeness of the prize winner for advertising and publicity purposes (where legal) without further compensation or consent. Grand Prize winners will be required to sign an Affidavit of Eligibility and Publicity/Liability Release before prize(s) is awarded. Affidavits must be returned within 14 days of notification to claim prize. All federal, state, and local taxes are the sole responsibility of the winner. Taxes and any expense not specified herein are the responsibility of the winner.

General conditions: Any attempt by an entrant to deliberately undermine the legitimate operations of the Sweepstakes, print or electronic versions, is a violation of the criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law and to disqualify such entrant from the Sweepstakes. In the event the Sweepstakes is compromised for any reason including non-authorized human intervention or other causes beyond the control of the Sponsor which corrupts or impairs the administration, security, fairness or proper play of the Sweepstakes, the Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes.

Release and Limitations of Liability: By participating in the Sweepstakes entrants agree to release and hold harmless Sponsor, Presenter, their parents, subs-diaries, affiliates, advertising and promotion agencies and all of their respective directors, officers, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of the entrant's participation in the Sweepstakes, receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, incidental, consequential, direct, or indirect damages.

Results: For Sweepstakes results available after March 31, 2017 visit <http://www.sweepsresults.com/million>

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JEWELRY ITEMS/MERCHANDISE REGISTRY: The purpose of this offer is to promote various premium offers featured by sponsor. Please allow 10-12 weeks for delivery of any products purchased. If product purchased is the Merchandise Registry, it will consist of a jewelry item or a catalog of brand-name products including luggage, cameras, tools, cookware, electronics, etc. Nominal shipping and handling fee(s) are required. We make our mailing list available to companies whose products and services may be of interest to you. Notification system: If you would prefer to have your name withheld, or no longer wish to receive our own mailings, please copy your name and mailing address and entry number exactly as it appears on our letters and mail with instructions to the Customer Service address listed on the front of this offer.

You Have Not Yet Won. All entries have the same chance of winning. No one will know who the winner is until after the Sweepstakes ends.

Enter For Free. You don't have to buy anything to enter. Just follow instructions on the order form on how to enter for free. You will be entered for each prize offered in this mailing.

Buying Won't Help You Win. Your chances of winning without a purchase are the same as the chances of someone who buys something.

Entry Deadline/Sweepstakes Closing Date. To be eligible to win each prize offered in this Sweepstakes, your entry must be received by the applicable Entry Deadline(s) stated in this package. If there is no Entry Deadline(s), your entry must be received by the Final Sweepstakes Closing Date of December 31, 2016. Your prompt response is always encouraged.

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T41_V3

EXHIBIT B

ADVISORY OF
OFFICIAL
AND DATA
EXTRUSIONExecutive Director
William C. Finch
SEC. ComptrollerSpecial Reporting Office
National Review Network
PO Box 6430
Chandler, AZ 85246-6430

1108

NRN notifies subscribers regarding availability of sweepstakes promotions, entry requirements, and prizes for which they can enter for a chance to win. All fees are for purchase of sweepstakes entry report as NRN does not sponsor sweepstakes, endorse products, or guarantee prizes within sweepstakes promotions themselves.

5/2017

By: Joseph Stewart
JOSEPH STEWART, CEO



FORMAL DATA ADVISORY

\$449,550.00 U.S. DOLLARS IN SWEEPSTAKES MONEY AND PRIZES

REFERENCE:
AMOUNT:
PROPOSAL:#A002871700215A
***\$449,550.00REF 001
DATE 05/09/2017

(F) 29031

THE INDEPENDENT RESEARCH AND REPORTING AGENCY OF : NATIONAL REVIEW NETWORK

Has-Confirmed- Your identity and has here issued Your Schedule of Undisbursed Sweepstakes Cash and Awards- which Fully Records all eligibility for the entire amounts in total for: ** \$449,550.00 in Sweepstakes Money and Prizes** as reported.

001

THIS SCHEDULE OF UNDISBURSED SWEEPSTAKES CASH AND AWARDS IS YOURS BECAUSE:

- 1) Your purchase history indicates you have a desire to win Money and Prizes.
- 2) There is no information available to us that you have won a major sweepstakes prize (more than \$10,000.00 in Cash and Prizes) in the last six months.

002 YOUR SCHEDULE OF UNDISBURSED SWEEPSTAKES CASH AND AWARDS OFFERS CASH AND PRIZES SUCH AS:

TYPES: Cash every week	AMOUNT IN: 1	USD: \$10,000.00
TYPES: Cash every month	AMOUNT IN: 1	USD: \$100,000.00
TYPES: Grand prize	AMOUNT IN: 1	USD: \$449,550.00

003 It's time for you to act

This is now a Matter of Record and as such we request your authorization with direct order return of RESPONSE TICKET 010 R (ATTACHED BELOW) within the next 14 days. All entry qualifications have been documented and confirmed by National Review Network Offices and it is now fully Verified -up to ***\$449,550.00 in Sweepstakes Money and Prizes in total amounts*** as allocated and Guaranteed to winners by individual sweepstakes sponsors. Please understand that your official entry eligibility cannot, under any circumstances, be extended beyond sponsors pre-established deadline periods, and we urge you to return your Acknowledgement and Response Voucher immediately

JIHA

RESPONSE TICKET 010 R



ID #:

A002871700215A

RECIPIENT NAME AND ADDRESS



YOUR ACKNOWLEDGEMENT AND CLAIM VOUCHER

- 1.) INITIAL HERE STATING YOU ARE CORRECTLY IDENTIFIED HERE
- 2.) I HAVE PLACED MY INITIALS HERE STATING THAT I HAVE NOTED ALL DISCLOSURES AND DO HERE REQUEST TO RECEIVE MY SCHEDULE OF UNDISBURSED SWEEPSTAKES CASH AND COMPLETE INSTRUCTION TO ENTER TO WIN THE MONEY AND PRIZES TOTALING \$449,550.00 IN SWEEPSTAKES CASH AND AWARDS. I HAVE ENCLOSED THE REPORT PURCHASING FEE OF: \$29.00 IN THE FORM OF:
- 3.) FOR RUSH HANDLING INCLUDE AN ADDITIONAL \$3.00

MAKE CHECK OR MONEY ORDER
PAYABLE TO:
NATIONAL REVIEW NETWORK

JIHA



Financial and Special Reporting Office
National Review Network
PO Box 6430
Chandler, AZ 85246-6430

5/9/2017

COMPLETE AND RETURN



5-26-17

DATE

SIGN

YOU AGREE AND ACKNOWLEDGE THAT WHEN YOU MAKE PAYMENT BY CHECK PAYEE MAY ELECT TO ELECTRONICALLY DEBIT YOUR CHECKING ACCOUNT FOR THE FACE AMOUNT OF THE CHECK. AN NSF CHARGE MAY BE ELECTRONICALLY DEDUCTED FOR THE FACE AMOUNT PLUS ANY STATE ALLOWABLE FEES. SEE RULES FOR DETAILS.

(One sending another check to Next Rec. Network, 1) this as a duplicate, please return. I do)

RSC is an independent publisher that expertly researches, identifies, and compiles exciting sweepstakes, contests, and merchandise promotions, then presents consumers an opportunity to purchase an easy-to-read and understand report that compiles complete information and entry details for exciting cash and prize opportunities that are offered to the public by independent sponsors. RSC does not conduct sweepstakes, nor does RSC share any affiliation or promote the products or services of the independent sponsors used in this offer. Independent sponsors are solely responsible for their respective sweepstakes, contests or merchandise offers, pursuant to their individual respective rules and regulations. Purchase includes the published information containing cash and prize opportunities totaling the advertised minimum amount on the reverse of this publication. All reported information is believed to be accurate at time of printing. However, if the information is in error, RSC expressly agrees to immediately refund any and all fees paid to obtain the report.

OFFER IS VOID WHERE PROHIBITED BY LAW. Respondents must be 18 years old or older to purchase. We may send respondents additional offers and may provide response information to other companies. If you wish not to receive our additional offers, or offers from other companies, simply notify us in writing and we will remove your name from our mailing list. RSC makes no express or implied representations, warranties, or agreements other than those represented in this offer. Different graphic presentations of this offer, including available prizes and opportunities, may be made. **60-DAY MONEY-BACK GUARANTEE IF DISSATISFIED FOR ANY REASON — NO QUESTIONS ASKED.** To receive a refund, send your written request to Customer Service, PO Box 2639 Chandler AZ 85244.

.11HA

EXHIBIT C

CA ARTICLES
NOTICE OF ACCRUEMENT
Office of the registrar funding division



Purchase not required to enter and in no way enhances chances of winning (see official rules for details)

ASSURANCE NOTICE

*****AUTO**5 - HG
P.I.N.: A002455800763A
DATED.: 05/20/2016
SCAN #: [REDACTED]

14 DAYS AS REQUESTED

T4H_V3

NOTIFICATION

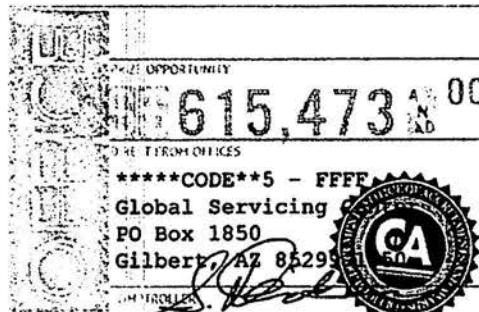
ATTENTION: [REDACTED]

OUR ADMINISTRATIVE OFFICES ARE ATTEMPTING TO CONTACT YOU AT YOUR PRIMARY/PERMANENT ADDRESS TO INFORM YOU OF THE FOLLOWING ADVISORY ARTICLES:

ARTICLES

ARTICLE 1 :

You are being notified at once on Prize Offices Form F/10 that the guaranteed prize opportunity for the total amount of \$615,473.00 will take effect immediately upon strict adherence to all deadlines and official entrant requirements announced in this priority letter.



ARTICLE 2:

You must submit hard copy documentation for authorization and release signature indicating your intent to accept all prize money, \$615,473.00 upon formal submission of Form F/10 for processing and verification of P.I.N. #. A002455800763A as that corresponding to this prize distribution.

ARTICLE 3:

NO MONIES OR PROPERTY SHALL BE RELEASED without standard entry submission of Form F/10 (attached) completed as applicable. The recipient's assured monies eligibility shall also be extended to property option from the sterling Rococo Celestial Gemstone collection. As this invitation is retained only through this presentation for a limited time only, you are advised to follow the instructions herein to ensure fulfillment of this exclusive property option immediately.

ALL ADMINISTRATIVE RESPONSIBILITIES WILL BE ATTENDED TO A.S.A.P. WITH YOUR RETURN CORRESPONDENCE. IT HAS BEEN A PLEASURE SENDING YOU THIS LETTER TODAY. WINNER'S \$615,473.00 PRIZE CHECK(S) WILL BE DELIVERED BY OVERNIGHT COURIER, FOR YOUR INFORMATION. PLEASE RUSH YOUR PROCESSING FORM SO THAT WE CAN PROCEED IMMEDIATELY ON YOUR BEHALF.

Customer Service: PO Box 1224, Gilbert, AZ 85299

*****AUTO**5 - HG
P.I.N.: A002455800763A
DATED.: 05/20/2016
SCAN #: [REDACTED]

PROCESSING APPLICATION

T4H **F/10 - CA**

ADDRESS INFORMATION

NAME OF OFFICES AND RETURN ADDRESS:

GLOBAL SERVICING CENTER
PO BOX 1850
GILBERT, AZ 85299-1850

NAME AND ADDRESS OF DELIVERED RECIPIENT:

✓ Correct

PRIZE OPPORTUNITY:

\$615,473.00

ENTITLEMENT OPTION :

\$29.00

CHECK

(No Credit Cards Please)

CASH

MONEY ORDER

Priority Processing: Add \$3.00

WHEN PAYING BY CHECK OR MONEY ORDER PLEASE MAKE PAYABLE TO:
GLOBAL SERVICING CENTER

ONLY PRIZE IDENTIFICATION CODE (P.I.N.)
IN MEMO PLEASE

Please sign and date this directive: SIG: [REDACTED]

E: 6171K

ONE AND TWO MILLION DOLLAR / GRAND PRIZE SWEEPSTAKES XVI / OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING DOES NOT IMPROVE YOUR CHANCES OF WINNING, YOU HAVE NOT YET WON.

To Enter: To enter the Grand Prize XVI, respond and claim the uniquely assigned entry number, offered through Presenters promotional materials. Any deviance from conduct and procedure stated in these rules, including failure to meet prescribed urgent deadlines, invalidates your registration. To determine the Grand Prize winner(s), the individual assigned Sweepstakes numbers on all qualified entries will be compared against the prize-winning number(s) pre-selected by computer. Entries must be received in accordance with the prescribed deadline stated elsewhere in the offer. If no deadline stated entry must be received by promotion end date, December 31, 2016. Postmark determines date of respondent's reply. Only official entry forms, authorized responses and transmissions will be accepted. Sponsor and its Presenter is not responsible for late, lost, illegible, incomplete or misdirected mail entries; technical failure, jumbled, scrambled or misdirected transmissions or other error of any kind whether human, mechanical or electronic that may affect the Sweepstakes entry process. All entries become the exclusive property of the Presenter and ownership dispute: Mail entries will be declared made by the submitter whose name is assigned to the entry. A variety of graphic presentations and techniques for eligibility are planned for this Sweepstakes. All submissions will be entered into the One Million or Two Million US Dollar Grand Prize Sweepstakes. Prize values and payout methods are specific to offer.

Eligibility: Sweepstakes open to residents 18 years and older of the United States and Canada (except Quebec) and selected parts of Europe, Africa, Asia, Australia and South America and where made available and permitted by law. Promotion void where prohibited. All applicable federal, state, provincial and local laws and regulations apply. Canadian residents must successfully answer a skill-testing question. Employees of the sponsor, all Sweepstakes presenters, affiliates, licensees, suppliers, agencies, and members of those employees' immediate families are not eligible.

Number Match: To determine the Grand Prize winner, the individual unique Sweepstakes numbers on all qualified entries will be compared against a prize winning number pre-selected by computer. The judges' decisions are final. Chances of winning the Grand Prize are one in 300 million. One Million Dollars or Two Million Dollars are guaranteed to be awarded to the Grand Prize winner as specified in accordance with these Official Rules. If winning number(s) are not matched, Grand Prize(s) will not be awarded. All entry numbers are distributed randomly. It is indeterminable as to whether the actual winning number has been distributed, until after Sweepstakes end date. It is possible that there will not be a Grand Prize Winner.

Grand Prize: The winner of the One Million Dollar Grand Prize may choose to receive 30 installments of \$33,334.00 per year or a single lump sum based on the annuity value at time of payout. The winner of the Two Million Dollar Grand Prize may choose to receive 30 installments of \$66,667.00 per year or a single lump sum based on the annuity value at time of payout. All prizes will be pegged to the US Dollar at the time of payout as indicated in these Official Rules. For marketing purposes prizes shown may be representative or are suggestive of Grand Prize winning purchase possibilities. A variety of international currencies may be used to represent prize values including but not limited to: GBP Euro, AUD, and Yen. Currency rates are subject to change. Amount will be converted based on currency exchange rate at the time of payout.

Bonus Sweepstakes: All qualified entrants will be entered into a random drawing to be conducted on or about February 28, 2017. Odds of winning based on number of entries received. Prizes are guaranteed to be awarded as follows:

First Prize: Two (2) winners will each receive One thousand dollars (\$1000.00)

Second Prize: Two (2) winners will each receive Five hundred dollars (\$500.00)

Third Prize: Ten (10) winners will each receive One hundred dollars (\$100.00)

Fourth Prize: Nineteen (19) winners will each receive Fifty dollars (\$50.00)

Winner Notification: Promotion(s) is under the supervision of an independent judging agency whose decisions are final. Winners will be notified by mail within 60 days of the Grand Prize winner determination. Unclaimed Grand Prize(s) will not be awarded. Any prize notice(s) or claim(s) that results from product, printing, mechanical, typographical, electronic transmission or other errors or is obtained through other than a legitimate manner or channel is void and will not be accepted. Participating in the Sweepstakes constitutes permission to use the name, photo, or likeness of the prize winner for advertising and publicity purposes (where legal) without further compensation or consent. Grand Prize winners will be required to sign an Affidavit of Eligibility and Publicity/Liability Release before prize(s) is awarded. Affidavits must be returned within 14 days of notification to claim prize. All federal, state, and local taxes are the sole responsibility of the winner. Taxes and any expense not specified herein are the responsibility of the winner.

General conditions: Any attempt by an entrant to deliberately undermine the legitimate operations of the Sweepstakes, print or electronic versions, is a violation of the criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law and to disqualify such entrant from the Sweepstakes. In the event the Sweepstakes is compromised for any reason including non-authorized human intervention or other causes beyond the control of the Sponsor which corrupts or impairs the administration, security, fairness or proper play of the Sweepstakes, the Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes.

Release and Limitations of Liability: By participating in the Sweepstakes entrants agree to release and hold harmless Sponsor, Presenter, insurer, their parents, subsidiaries, affiliates, advertising and promotion agencies and all of their respective directors, officers, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of the entrants' participation in the Sweepstakes, or receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, incidental, consequential, direct, or indirect damages.

Results: For Sweepstakes results available after March 31, 2017 visit <http://www.sweepsresults.com/million>

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JEWELRY ITEMS/MERCHANDISE REGISTRY: The purpose of this offer is to promote various premium offers featured by sponsor. Please allow 10-12 weeks for delivery of any products purchased. If product purchased is the Merchandise Registry, it will consist of a jewelry item or a catalog of brand name products including luggage, cameras, tools, cookware, electronics, etc. Nominal shipping and handling fees are required. We make our mailing list available to companies whose products and services may be of interest to you. Notification system: If you would prefer to have your name withheld, or no longer wish to receive our mailings, please copy your name and mailing address and entry number exactly as it appears on our letters and mail with instructions to the Customer Service address listed on the front of this offer.

You Have Not Yet Won: All entries have the same chance of winning. No one will know who the winner is until after the Sweepstakes ends.

Enter For Free: You don't have to buy anything to enter. Just follow instructions on the order form on how to enter for free. You will be entered for each prize offered in this mailing.

Buying Won't Help You Win: Your chances of winning without a purchase are the same as the chances of someone who buys something.

Entry Deadline/Sweepstakes Closing Date: To be eligible to win each prize offered in this Sweepstakes, your entry must be received by the applicable Entry Deadline(s) stated in this package. If there is no Entry Deadline(s), your entry must be received by the Final Sweepstakes Closing Date of December 31, 2016. Your prompt response is always encouraged.

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T4H_V3

EXHIBIT D

MAIN OFFICES
PREMIUM AWARD CENTER
PO BOX 1850
GILBERT, AZ 85299-1850

2016

DESIGNATION FOR:

SWEEPSTAKES LUMP SUM
PAYMENT:

\$615,473.00

30 ANNUAL PAYMENTS OPTION

\$33,334.00

 CASH

TOTAL PRIZE

\$1,000,000.00

PRE-APPROVED FUNDS

PURCHASE NOT REQUIRED TO ENTER AND IN NO WAY ENHANCES CHANCES OF WINNING (SEE OFFICIAL RULES FOR DETAILS)

PAC 1243-1673

T4

OUR NOTIFICATION COMMITTEE IS TRYING TO LOCATE YOU

\$1,000,000 DOLLARS AND 00 / 100

SWEEPSTAKES GRAND PRIZE OPPORTUNITY

On 06/01/2016 a record of official transcript and selection of [REDACTED] was made in accordance with documentation transmitted to our offices from recent mail order records. At which time it was certified and affirmed that [REDACTED] is duly and fully recognized for receivership of the \$1,000,000.00 Sweeps Prize Notification. Please follow all entry formalities in this letter to authorize intent to accept any prize payments upon winning with completion of the official requirements announced in this priority letter.



Thomas M. Patrick

► I.D. #A002456000827A

► SCAN: [REDACTED]

► DATE: 06/01/2016

a. >>> Although we are sure you are very excited to receive this news, we strongly advise that you respond immediately (14 days requested) as this is absolutely no mistake. All items contained within this correspondence are true and verifiably accurate. This is an actual prize disbursement entry notification regarding cash monies in the amount of: \$1,000,000.00 DOLLARS now "confirmed" for record and cleared for dispatch payment to your Seattle address immediately pending only your response with return of claim # A002456000827A and formal verification as that which is preassigned to this cash prize.

b. >>> Identified Recipient is required to follow the instructions herein and return the preprinted Entrant Identification Assurity [attached below] administered exclusively herein. Sign, date form, and provide initiated verification of your current address. That is all you have to do. The recipient's assured monies eligibility shall also be extended to property option consisting of an exclusive 14K fine plated gold show charm ensemble as presented by the acclaimed Milan Luxuries-Direct. Upon completion of all official requirements outlined herein, our corporate treasurer will then proceed with final entry processing regarding \$1,000,000.00 GRAND PRIZE which is now being held in a protected and federally insured account.

CUSTOMER SERVICE PO BOX 1224, GILBERT, AZ 85299

T4

COMPLETE THE FOLLOWING DOCUMENT AS APPLICABLE AND RETURN AS DIRECTED

PRT-09 ENTRANT IDENTIFICATION ASSURITY

▼ I HAVE ENCLOSED MY PROPERTY OPTION

DELIVERY FEE OF \$29.00 AS:

 CHECK CASH MONEY ORDER (NO CREDIT CARDS PLEASE)

ADD \$3.00 FOR RUSH HANDLING

WHEN PAYING BY CHECK PLEASE INCLUDE ONLY YOUR
I.D. #A002456000827A IN THE CHECK MEMO

MAKE ALL FEES PAYABLE TO : PREMIUM AWARD CENTER

UPON WINNING: Please send me my Grand Prize as follows:

 30 annual payments of \$33,334.00 Dollars or... 1 lump sum payment of \$615,473.00 Dollars Yes, please activate my prize award entry.

SIGNATURE

DATE 6/10/16

SWEEPSTAKES CASH & PRIZES AMOUNTING TO:

Office I.D.

S124609

***** \$1,000,000.00 *****

ECN SCAN:



I.D. #

A002456000827A

YOU AGREE AND ACKNOWLEDGE THAT WHEN YOU MAKE PAYMENT BY CHECK PAYEE MAY ELECT TO ELECTRONICALLY DEBIT YOUR CHECK ACCOUNT FOR THE FACE AMOUNT OF THE CHECK. AN NSF CHARGE MAY BE ELECTRONICALLY DEBITED FOR THE FACE AMOUNT PLUS AND STATE ALLOWABLE FEES. PURCHASE NOT REQUIRED TO ENTER AND IN NO WAY ENHANCES CHANCES OF WINNING (SEE OFFICIAL RULES FOR DETAILS)

ONE AND TWO MILLION DOLLAR / GRAND PRIZE SWEEPSTAKES XVI / OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING DOES NOT IMPROVE YOUR CHANCES OF WINNING, YOU HAVE NOT YET WON.

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Eligibility: Sweepstakes open to residents 18 years and older of the United States and Canada (except Quebec) and selected parts of Europe, Africa, Asia, Australia and South America and where made available and permitted by law. Promotion void where prohibited. All applicable federal, state, provincial and local laws and regulations apply. Canadian residents must successfully answer a skill-testing question. Employees of the sponsor, all Sweepstakes presenters, affiliates, licensees, suppliers, agencies, and members of those employees' immediate families are not eligible.

Number Match: To determine the Grand Prize winner, the individual unique Sweepstakes numbers on all qualified entries will be compared against a prize winning number pre-selected by computer. The judges' decisions are final. Chances of winning the Grand Prize are one in 300 million. One Million Dollars or Two Million Dollars are guaranteed to be awarded to the Grand Prize winner as specified in accordance with these Official Rules. If winning number(s) are not matched, Grand Prize(s) will not be awarded. All entry numbers are distributed randomly. It is indeterminable as to whether the actual winning number has been distributed, until after Sweepstakes end date. It is possible that there will not be a Grand Prize Winner.

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Release and Limitations of Liability: By participating in the Sweepstakes entrants agree to release and hold harmless Sponsor, Presenter, Insurer, their parents, subsidiaries, affiliates, advertising and promotion agencies and all of their respective directors, officers, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of the entrant's participation in the Sweepstakes, or receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, incidental, consequential, direct, or indirect damages.

Results: For Sweepstakes results available after March 31, 2017 visit <http://www.sweepsresults.com/million>

©2016 All Rights Reserved.

JEWELRY ITEMS/MERCHANDISE REGISTRY: The purpose of this offer is to promote various premium offers featured by sponsor. Please allow 10-12 weeks for delivery of any products purchased. If product purchased is the Merchandise Registry, it will consist of a jewelry item or a catalog of brand-name products including luggage, cameras, tools, cookware, electronics, etc. Nominal shipping and handling fee(s) are required. We make our mailing list available to companies whose products and services may be of interest to you. Notification system: If you would prefer to have your name withheld, or no longer wish to receive our own mailings, please copy your name and mailing address and entry number exactly as it appears on our letters and mail with instructions to the Customer Service address listed on the front of this offer.

You Have Not Yet Won. All entries have the same chance of winning. No one will know who the winner is until after the Sweepstakes ends.

Enter For Free. You don't have to buy anything to enter. Just follow instructions on the order form on how to enter for free. You will be entered for each prize offered in this mailing.

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Entry Deadline/Sweepstakes Closing Date. To be eligible to win each prize offered in this Sweepstakes, your entry must be received by the applicable Entry Deadline(s) stated in this package. If there is no Entry Deadline(s), your entry must be received by the Final Sweepstakes Closing Date of December 31, 2016. Your prompt response is always encouraged.

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T4J

EXHIBIT E

UNITED STATES POSTAL SERVICE
ARLINGTON, VA 22201-3078

In the Matter of the Complaint Against)	October 23, 2012
AWARD VERIFICATION DEPARTMENT)	
- and -)	
PROCESSING DEPARTMENT)	
- and -)	
JKS VENTURES LLC)	
- at -)	
P.O. Box 2069)	
Huntersville, NC 28070-2069)	OCT 25 '12 AM 11:18
RESPONDENTS)	PS Docket No.

MOTION TO SUSPEND PROCEEDINGS

The Settlement Agreement Containing Consent Order to Cease and Desist annexed to this motion (hereinafter referred to as the "Settlement Agreement") has been executed by Respondents, AWARD VERIFICATION DEPARTMENT, PROCESSING DEPARTMENT AND JKS VENTURES LLC. Respondents have agreed, among other terms, to the issuance of the Cease and Desist Order attached to the Complaint as Attachment B (see, ¶ 10 of the Settlement Agreement). The Complaint is being filed simultaneously with this Settlement Agreement.

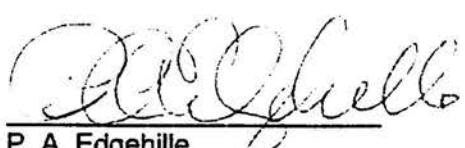
Accordingly, Complainant respectfully requests that the Settlement Agreement be made a part of the official record of this case, that the matter be referred to the Judicial Officer for his determination whether to issue the Cease and Desist Order, and that thereafter further proceedings in this matter be suspended indefinitely.

Respectfully submitted,

GUY J. COTTRELL
CHIEF POSTAL INSPECTOR
Complainant

S.L. Spector
Acting Chief Counsel

By:



P. A. Edgehill
Inspector Attorney
U.S. Postal Inspection Service
495 Summer St., Suite 600
Boston, MA 02210-2114
(617) 556-4475

UNITED STATES POSTAL SERVICE
ARLINGTON, VA 22201-3078

In the Matter of the Complaint Against)
AWARD VERIFICATION DEPARTMENT)
- and -)
PROCESSING DEPARTMENT)
- and -)
JKS VENTURES LLC)
- at -)
P.O. Box 2069)
Huntersville, NC 28070-2069)
RESPONDENTS) PS Docket No.

AGREEMENT CONTAINING
CONSENT ORDER TO CEASE AND DESIST

For and in consideration of the Complainant's offer to move to suspend further proceedings under the Postal False Representation and Lottery statute, 39 U.S.C. § 3005, concerning certain activities and representations which are fully described in the administrative Complaint (hereinafter the "Complaint"), which was previously filed in this case by the Chief Postal Inspector of the United States Postal Service, and is incorporated herein and made a part of this Agreement by reference, Respondent JKS VENTURES LLC, doing business as, AWARD VERIFICATION DEPARTMENT and PROCESSING DEPARTMENT (hereinafter "Respondents"), agree and consent as follows:

1. Complainant is the Chief Postal Inspector of the United States Postal Service.
2. Respondent JKS VENTURES LLC is a corporation organized, existing and conducting business under the laws of the State of Arizona. Its principle mailing address is 1230 E. Flamingo Drive, Gilbert, AZ 85297-08137. It solicits money through the mail under various names, including, but not limited to, AWARD VERIFICATION DEPARTMENT, and directs remittances to PROCESSING DEPARTMENT at P.O. Box

2069, Huntersville, NC 28070-2069.

3. KIMBERLY STAMPS is an individual who is an officer, director or manager of JKS VENTURES LLC and in that capacity and, as such, is authorized to sign on behalf of Respondents thus binding Respondents to all terms of this Agreement. Further, by signing this Agreement, KIMBERLY STAMPS agrees to be bound individually by the terms of this Agreement and the Cease and Desist Order appended to the Complaint as Attachment B.

4. AWARD VERIFICATION DEPARTMENT and PROCESSING DEPARTMENT are business names employed by Respondents to receive remittances at P.O. Box 2069, Huntersville, NC 28070-2069.

5. Exhibit 1, attached to the Complaint, is a copy of a solicitation typical of those utilized by Respondent. Exhibit 2 to the Complaint is a true and accurate copy of the product or fulfillment sent to consumers who remit pay in response to Respondents' solicitations.

6. The use of the representations for obtaining money or property through the mails described in the Complaint has been and will be permanently discontinued and abandoned and will not hereafter be resumed, directly or indirectly, under any name or names or through any corporate or other device.

7. Respondents agree that in lieu of the issuance of the False Representation Order appended to the Complaint in this matter as Attachment A, the Respondents agree to terminate any address at which they currently receive, or had received remittances in the last year, responsive to the mailings attached to the Complaint in this matter or any other substantially similar solicitations involving a report of commercial sweepstakes.

8. Respondents will, within ten business days of receipt of any consumer's request for refund, return the full purchase price to the customer.

9. The Postal Service is hereby authorized for a period of 60 days to record the names and addresses contained on Respondents' incoming or outgoing mail for the purpose of insuring compliance with this Agreement.

10. Respondents, upon the filing of this Agreement, consents to the issuance by the Judicial Officer¹ of the Cease and Desist Order included as Attachment B to the Complaint. Respondent has read and understands the terms of the attached Cease and Desist Order and agrees to abide by its terms. Respondents waive:

- (a) any further notice that the order will be issued, other than service of the order by the Recorder's Office when the order is issued;
- (b) the right to a hearing with regard to the propriety of the order;
- (c) any other procedural steps at the administrative level that relate to the propriety of the order; and
- (d) the requirement that the order be accompanied by any findings of fact or conclusions of law.

11. Respondents understand that failure to comply with this order to cease and desist could result in the imposition of civil penalties pursuant to 39 U.S.C. § 3012, and/or in the imposition of the orders described in ¶ 12 below.

12. A breach of this agreement by Respondents, or any other party in privity with Respondents, will warrant the issuance of an order or orders pursuant to 39 U.S.C. § 3005(a), against Respondents or any other name or names that she may be using, in accordance with the following procedures:

¹ The term "Judicial Officer" as used in this agreement, shall include the Associate Judicial Officer or any other person designated by the Judicial Officer.

a. After at least 72 hours prior notice to counsel of record for Respondents, Complainant, may file a petition with the Judicial Officer, U.S. Postal Service, setting forth the alleged violation of this Agreement and requesting the issuance of the order described in 39 U.S.C. § 3005 (a) against Respondents by whatever name or names Respondents may be employing.

b. Upon filing of such petition, the Judicial Officer may upon an ex parte finding that the allegations of the said petition, if true, would constitute a prima facie showing that this Agreement has been breached, issue an interim order directing that mail received for delivery to the name and address in said petition be detained by the Postal Service pending final administrative determination of the allegations of said petition and judicial review thereof.

c. Said interim order shall afford Respondents an opportunity to survey the outside cover of any detained mail at reasonable times in the presence of the Postmaster or his agent, and to receive any part of such detained mail clearly not related to the promotion described in said petition.

d. A copy of the petition shall be served on Respondents or Respondents' attorney. Respondents shall have the right to reply to the petition. No hearing on such petition will be held except as ordered by the Judicial Officer for good cause shown.

e. The Judicial Officer may also issue a supplemental Order to Cease and Desist as authorized by 39 U.S.C. § 3005 (a)(3), if appropriate.

13. This agreement relates exclusively to 39 U.S.C. § 3005 and shall not constitute a defense or a release of Respondents from any responsibility for violation of any other statute.

14. Respondents agree to pay a penalty amount of \$ 1,000.00, in full satisfaction and in consideration of the settlement of this matter. Complainant will receive these monies not later than thirty (30) days following the date of the signing of this Agreement. The check shall be made payable to "United States Treasury" and forwarded to:

S.L. Spector, Acting Chief Counsel
U.S. Postal Inspection Service
475 L'Enfant Plaza SW, Room 3100
Washington, DC 20260-2181

Pursuant to 39 U.S.C. § 3012, said monies shall be transferred to the United States Treasury by the United States Postal Inspection Service.

15. Respondents hereby waive and abandon any claim or right of action, if any, in connection with this proceeding arising under the Equal Access to Justice Act, 5 U.S.C. § 504, amended by Pub. L. No. 104-121, 110 Stat. 847, 862-63 (1996), and the rules and regulations thereunder, 39 CFR part 960.

16. Complainant is not limited to seeking only the remedies set forth in this Agreement and nothing in this Agreement shall prevent Complainant from filing a new Complaint regarding promotional materials other than those attached to the Complaint or which are covered by this Agreement.

17. No officer, employee, or agent of the United States Postal Service has expressly or implicitly, directly or indirectly, accepted or approved any practice presently employed or contemplated for future use by Respondents.

18. This Agreement is for settlement purposes only, and does not constitute an admission of the making of any false statements or violation of any law or regulation.

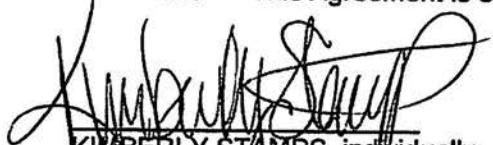
19. This Agreement shall be binding on Respondents, their successors, assigns, officers, agents, servants, employees and those persons in active concert or participation with them, directly or through any corporation, subsidiary, division or other

device, as well as all persons who would be bound by an Order under Rule 65 of the Federal Rules of Civil Procedure.

20. For purposes of this action, Respondents agree to accept service of any pleadings, motions or orders issued in this matter through Richard Amoroso, Esq., Polsinelli Shugart, One East Washington Street, Suite 1200, Phoenix, AZ 85004-2568.

21 Respondents acknowledge that the Complaint and this Agreement has been read, that they have had an opportunity to review and discuss both documents with an attorney or other person of her own choosing, and this Agreement is executed voluntarily.

22. This Agreement is effective on the date it is signed by Respondents.



KIMBERLY STAMPS, individually
and as an officer/director of JKS
VENTURES LLC, d/b/a AWARD
VERIFICATION DEPARTMENT
and PROCESSING DEPARTMENT

Date: 9/25/12

WITNESS:



CPB/Parma

Name

Daycare Provider

Title

Date: 9/25/12

Approved:

ON BEHALF OF COMPLAINANT BY:

By:



P.A. Edgehill
Inspector Attorney
U.S. Postal Inspection Service
495 Summer St., Suite 600
Boston, MA 02210-2114
(617) 556-4475

UNITED STATES POSTAL SERVICE
ARLINGTON, VA 22201-3078

In the Matter of the Complaint Against:)
AWARD VERIFICATION DEPARTMENT)
- and -)
PROCESSING DEPARTMENT)
- and -)
JKS VENTURES LLC)
- at -)
P.O. Box 2069)
Huntersville, NC 28070-2069)
RESPONDENTS) P.S. Docket No.

COMPLAINT

Complainant, the Chief Postal Inspector of the United States Postal Service, having reason to believe the Respondents, identified below, are engaged in conducting a scheme or device for obtaining money or property through the mail by means of false representations in violation of 39 U.S.C. § 3005, complains and alleges as follows:

JURISDICTION

1. Respondents solicit money or property through the United States Mail; therefore, the Postal Service has jurisdiction over this matter under 39 U.S.C. § 3005.

PARTIES

2. Complainant is the Chief Postal Inspector of the United States Postal Service.

3. Respondent JKS VENTURES LLC is a corporation organized, existing and conducting business under the laws of the State of Arizona. Its principle mailing address is 1230 E. Flamingo Drive, Gilbert, AZ 85297-08137 and it solicits money through the mail under various names, including, but not limited to, AWARD VERIFICATION DEPARTMENT, and directs remittances to PROCESSING DEPARTMENT at P.O. Box 2069, Huntersville, NC 28070-2069.

4. AWARD VERIFICATION DEPARTMENT and PROCESSING

DEPARTMENT are business names employed by Respondents to receive remittances at P.O. Box 2069, Huntersville, NC 28070-2069.

SCHEME

5. Respondents conduct their scheme by means of direct mail solicitations distributed to consumers. Based on the solicitations, consumers believe that they are entitled to receive a significant amount of money if they remit a required fee. Attached hereto as Exhibit 1 is a copy of a solicitation typical of those used by Respondents' in the above described scheme.

6. Persons who respond to Respondents solicitations and remit the required payment receive a booklet describing various commercial sweepstakes (hereinafter "the report"), which can be entered by members of the public. Attached as Exhibit 2 is a copy of a report sent to consumers by Respondents as fulfillment.

FALSE REPRESENTATIONS

7. By means of Exhibit 1 attached to this Complaint, and other similar materials, Respondents represent, directly or indirectly, expressly or impliedly, in substance and effect, whether by affirmative statements, implications or omissions, that:

- (a) Recipients of Respondents' solicitations have won a prize consisting of a large amount of money;
- (b) Paying the requested fee guarantees that the consumer will receive a portion of the amount of money specified in the solicitation;
- (c) Paying the requested fee guarantees that the consumer will receive a significant amount of money, e.g. more than \$5.00;
- (d) The primary reason Respondents have sent their solicitations to the recipient is because the recipient has won a prize consisting of a large amount of money;

- (e) The solicitation is something other than an offer to sell a document relating to sweepstakes promotions;
- (f) A recipient of Respondents' mailings who responds to more than one solicitation will receive a payment or award for each submission.

CIVIL PENALTIES

8. Based upon this proceeding for violation of 39 U.S.C. § 3005, Respondents may be liable for civil penalties pursuant to 39 U.S.C. § 3012(c)(1). In accordance with Section 3012(c)(1), Respondents may be liable for \$25,000 for each mailing of less than 50,000 pieces; \$50,000 for each mailing of 50,000 to 100,000 pieces; with an additional \$5,000 for each additional 10,000 pieces above 100,000, not to exceed \$1,000,000. Complainant avers that Respondents caused at least one solicitation to be mailed and therefore are liable for at least \$25,000 in civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Complainant requests that orders in the forms submitted herewith as Attachment A, as authorized under 39 U.S.C. § 3005(a)(1) and (2), and an Order to Cease and Desist in the form submitted herewith as Attachment B, as authorized under 39 U.S.C. § 3005(a)(3), be issued against Respondent.

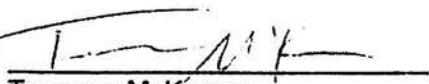
FURTHERMORE, Complainant requests that an Order in the form submitted herewith as Attachment C, assessing civil penalties as authorized under 39 U.S.C. §3012(c), in an amount to be determined, but not less than \$25,000.00 for each mailing of less than 50,000 pieces, be issued against Respondents.

Respectfully submitted,

GUY J. COTTRELL
Chief Postal Inspector
Complainant

S.L. Spector
Acting Chief Counsel

By:


Terrence McKeown
Acting Deputy Counsel
475 L'Enfant Plaza, SW, Rm. 3126
Washington, DC 20260-2101


P.A. Edgehill
Inspector Attorney
U.S. Postal Inspection Service
495 Summer Street, Suite 600
Boston, MA 02210-2114
(617) 556-4475

ATTACHMENT A

ORDER NO.:

TO THE POSTMASTER AT: HUNTERSVILLE, NC 28070-9998

Satisfactory evidence has been presented to the Postal Service in the case identified as P.S. Docket No. that

PROCESSING DEPARTMENT
- at -
P.O. Box 2069
Huntersville, NC 28070-2069

and their agents and representatives (hereinafter the "Respondent") are engaged in conducting a scheme or device for obtaining money or property through the mails by means of false representations in violation of 39 U.S.C. §3005 (formerly 39 U.S.C. §4005) with respect to a sweepstakes solicitation.

Now, therefore, pursuant to authority vested in the United States Postal Service, and by it delegated to me, I hereby forbid your payment of any Postal Money Order drawn to the order of the Respondent unless you are satisfied that such order does not relate to the above described activities. Further, you are directed to inform the remitter of any Postal Money Order, the payment of which is forbidden by this Order, that the amount thereof will be refunded upon presentation to you of the original order or a duplicate thereof issued by the Postal Service.

You are further directed to hold for not less than 48 hours (exclusive of days during which your office is not open to the public) all mail addressed to the Respondent, whether registered or not, except for any mail, which you determine, by reference to the face of its wrapper, is unrelated to the above described activities. During the 48 hour retention period Respondent shall be permitted to examine the retained mail in your presence or the presence of a postal employee designated by you and to receive any mail which (1) is not connected with the above described activities, or (2) is mail requesting a refund or representing a return of merchandise connected with such activities.

Following such examination by Respondent or the passage of 48 hours, you are directed to write plainly or stamp the words "Returned to Sender Due To Addressee's Violation of Postal False Representation Law" on the outside of all mail which the Respondent was not permitted to receive and to return such mail to the post offices from which it was mailed for return to the senders. If the outside of the mail fails to contain information necessary to permit return to the sender, the mail shall be disposed of under the postal regulations applicable to undeliverable matter.

William A. Campbell
Judicial Officer

ATTACHMENT B

CEASE AND DESIST ORDER NO. CD-

Date:

RE: AWARD VERIFICATION DEPARTMENT, PROCESSING
DEPARTMENT and JKS VENTURES LLC

P.S. Docket No. FR

I. Authority and Scope:

This Order is issued pursuant to 39 U.S.C. § 3005(a)(3) and extends to any use of promotional materials or other activities in which any person identified in Paragraph II, individually or through any business, corporate or other device, or under any name or names, seeks the remittance of money or property through the mail, directly or indirectly.

II. Persons Covered:

This Order binds JKS VENTURES LLC, jointly and individually, and, doing business as, AWARD VERIFICATION DEPARTMENT and PROCESSING DEPARTMENT and anyone who would be bound by an injunction issued against them pursuant to Rule 65 of the Federal Rules of Civil Procedure (hereinafter collectively referred to as "Respondents").

III. Conduct Prohibited:

Respondents are ordered to cease and desist immediately from falsely representing, directly or indirectly, expressly or impliedly, in substance and effect, whether by affirmative statements, implications or omissions, that:

(a) Recipients of Respondents' solicitations have won a prize consisting of a large amount of money;

- (b) Paying the requested fee guarantees that the consumer will receive a portion of the amount of money specified in the solicitation;
- (c) Paying the requested fee guarantees that the consumer will receive a significant amount of money, e.g. more than \$5.00;
- (d) The primary reason Respondents have sent their solicitations to the recipient is because the recipient has won a prize consisting of a large amount of money;
- (e) The solicitation is something other than an offer to sell a document relating to sweepstakes promotions;
- (f) A recipient of Respondents' mailings who responds to more than one solicitation will receive a payment or award for each submission.

William A. Campbell
Judicial Officer

ATTACHMENT C

CIVIL MONETARY PENALTY ORDER NO. CMP-

DATE:

RE: JKS VENTURES LLC

P.S. Docket No. FR 12-

I. Authority and Scope:

This Order is issued pursuant to 39 U.S.C. §§ 3005(a) and 3012(c).

II. Persons Covered:

This Order binds JKS VENTURES LLC, jointly and individually, and doing business under any name.

III. Civil Penalties:

The persons and/or entities identified in Paragraph II, above, are ordered to pay jointly and severally a civil penalty in the total amount of \$

. Said penalty shall be made payable to the United States Treasury within 30 days of the date of this Order and sent to the Chief Counsel, United States Postal Inspection Service, 475 L'Enfant Plaza SW, Room 3100, Washington, DC 20260-2818, for payment into the Treasury of the United States.

William A. Campbell
Judicial Officer

PLEASE COMPLETE YOUR
ATTACHED RESPONSE DOCKET AND
RETURN AS DIRECTED. SEE RULES FOR DETAILS.

OFFICE CODE

12-90

TRANSFERENCE PROCEDURE TO THE ORDER OF:

OUR OBLIGATION TO NOTIFY YOU ONE TIME ONLY WITH REGARD TO THIS EXTRAORDINARY NEWS HAS BEEN FULFILLED, AND YOUR FULL COOPERATION AND IMMEDIATE REPLY ARE THEREBY REQUIRED. AS SUCH WE URGE YOU TO SUBMIT PROPER FILING DOCUMENTS TODAY. WE MUST HAVE THIS IN WRITING.

14 DAYS
REQUESTED.
DEADLINE UPON RECEIPT OF PRESENT NOTICE
TRANSFER: 190
OFFICE: [REDACTED]

YOU ARE HEREBY ISSUED formal correspondence fully establishing your recognition as known recipient for Prize Payment Entry Report in full and for the entire amount of ****\$435,670.00 - U.S. dollars in money and prizes** guaranteed by third party sponsors, and now pending direct delivery to you by our executive offices.

As this is now a matter of record, the independent monitoring and reporting agency Public Choice Access has contracted to proceed without delay requesting formal order resolution procedures needed so that we may initiate delivery as documented and whereby your full win opportunity or receipt is Guaranteed for the total and affirmed amount:

***** \$\$\$\$ 435,670.00 \$\$\$\$ *****

IMPORTANT: Make sure that your name and address as it appears on the attached "VALIDATION REPORT" is correct as printed, as this is the exact address through which delivery will be filed by administration services unless otherwise amended by you. (Note: amend any necessary changes to your contact information on the back of the validation report.)

- COMPLETE VALIDATION REPORT (ATTACHED BELOW)
- INCLUDE A ONE-TIME REGISTRATION FEE, AND
- MAIL IMMEDIATELY IN THE OFFICIAL RETURN ENVELOPE PROVIDED.

RJ:J

DELIVERY VALIDATION SECTION

VALIDATION REPORT

VALIDATION REPORT

Named Recipient
PER OFFICIAL VALIDATION:

PLEASE LOOK HERE to validate report delivery proceedings in-full and entire total:

YES, AS SPECIFIED INDIVIDUAL FILED BY PUBLIC CHOICE ACCESS EXECUTIVE OFFICES AND ** CONFIRMED** THROUGH TRESI PAPERS, I HEREBY EXECUTE THIS DOCUMENTATION MATTER REGARDING ALL PRIZE PAYMENT DATA TO WHICH MY OPPORTUNITY AS-STATED TO WIN AND RECEIVE ALL MONETARY AWARDS VALUED AT:

***** \$\$\$\$ 435,670.00 \$\$\$\$ *****

Individual I.D. Number
PER OFFICIAL VALIDATION:

IN MONEY AND PRIZES IS 100% GUARANTEED ON RECEIPT.

THROUGH MY SIGNATURE, I state that I have noted all rules and procedures and therefore declare that I am the person designated as Receiver of this documentation issued by sealed mail.

SIGNATURE HERE:

DATE:

CONFIRMATION OF METHOD OF PAYMENT ENCLOSED AS REQUIRED TO PROCESS SECTION B

YES, PLEASE INITIATE PROCESSING PROCEDURES without delay. Upon administration of formal resolution by the processing center personnel, the complete report disposition will be made in its entirety whereby the establishment of my win opportunity for the Grand Total Amount cited and reprinted here will be Guaranteed in-full for ...

VERIFIED FOR THE TOTAL OF:

SUM OF AVAILABLE IN MONEY & PRIZES

***** \$\$\$\$ 435,670.00 \$\$\$\$ *****

Inspection Service
Exhibit

quarterly and monthly reports that list the latest, up-to-date information on thousands of exciting sweepstakes and other promotional opportunities. RSC collects entries and merchandise offers that are offered to the public by independent sponsors. We provide complete and valuable entry, deadline and prize information to purchasers. As such, independent sponsors are solely responsible for their respective sweepstakes, contests or merchandise offers, pursuant to their individual respective rules and regulations. After review of information, consumer can decide which sweepstakes, contests or promotions to enter by following the entry guidelines provided.

CONSUMER HAS NOT YET WON ANY OF THE LISTED PRIZE OR CASH AWARDS AND PURCHASE OF REPORT WILL NOT INCREASE CHANCES OR GUARANTEE YOU ARE A WINNER. As RSC does not sponsor any of the sweepstakes, contests or merchandise promotions included in our reports, this offer is not intended in any way to indicate that you have already won a prize. We do not guarantee that cash or prizes advertised by the sponsoring entities. Consumer must enter and win each individual promotion to be eligible to collect the advertised awards. Entry to sponsoring companies may vary and may be required to enter the actual sweepstakes or cash opportunities. All cash or sponsor may require internet access for participation.

60 DAY MONEY-BACK GUARANTEE IF DISSATISFIED FOR ANY REASON - NO QUESTIONS ASKED. To receive a refund, send your written request to Customer Service, PO Box 2539 Chandler AZ 85244.

and price information listed in the current monthly and/or quarterly report. In order to win the total amount you could lose to enter and win a sweepstakes included in the entire report. All reported information is believed to be accurate at time of printing. However, if the information is in error, RSC expressly agrees to immediately refund any and all fees paid to obtain the report.

MUCH OF THE INFORMATION PROVIDED BY RSC IS AVAILABLE TO THE PUBLIC. Sweepstakes, contests, or merchandise promotions advertise using a variety of methods including television, printed packaging, magazines, newspapers, billboards, and the internet just to name a few. Although anyone can obtain this information by collecting the data themselves, RSC does the work for you by expeditiously researching and compiling all information on your behalf in an easy-to-read and understand report to ensure every opportunity to correctly enter and win these cash and prize opportunities. Information provided by RSC in your report is provided to all other subscribers of the same publication.

OFFER IS VOID WHERE PROHIBITED BY LAW. Respondents must be 18 years old or older to purchase. We may send respondents additional offers and may provide response information to other companies. If you wish not to receive our additional offers or others from other companies, simply notify us in writing and we will remove your name from our mailing list. RSC makes no express or implied representations, warranties, or agreements other than those represented in this offer. Different graphic presentations of this offer, including available prizes and opportunities, may be made.

RJ4

STANDARD
AUTO



Processing Center
P.O. Box 2069
Huntersville NC 28070-2069

UC1

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Listed as follows:

Advisory 1: You now have full legal authorization to receive complete, uncensored documentation regarding the entire amount on record of **\$565,000.00**.

Advisory 2: Disclosure Procedures regarding the **\$565,000.00** - guaranteed to be awarded are waiting to be delivered to you immediately.

Advisory 3: Award Verification Department has in possession and ready to deliver to you full disclosure of procedures allowing you all claim opportunity privileges regarding this **\$565,000.00** now available for payout as secured by third party sponsors.

PLEASE TAKE NOTE: Award Verification Department has been contracted to make certain that you gain all privileges available to you by law as defined by this notice, with receipt of full transaction **\$565,000.00 GUARANTEED ENDOWMENT** documentation. However, you cannot collect any money without adherence to defined procedures. As such, if you desire to claim **\$565,000.00** you are advised to return your TRANSFER VERIFICATION CLAIM Form at once.

DATE
3/28/2012

X
DIRECTOR

THE INDEPENDENT MONITORING AND REPORTING AGENCY AWARD VERIFICATION DEPARTMENT

HAS BEEN ASSIGNED THE TASK OF FORWARDING SPECIALLY PREPARED REQUEST DOCUMENTATION CONFIRMING THE ENTIRE AMOUNT OF

AMOUNT ON RECORD

\$ **USD**

2000,000.00

AND PROCEDURES REGARDING ACTIVATION OF THIS GUARANTEED ENDOWMENT AS IDENTIFIED IN COMPUTER CLAIM NO. **[REDACTED]**

PREPARED FOR:

[REDACTED]

RELEASE DEPT.
STAMP ON PREPARED DOCUMENT

FILE AS IN INDIVIDUAL FILE
Mar 28, 2012
DATE OF PREPARATION
OFFICE PLEASE INITIAL: **[REDACTED]**

**ADVISORY
REPORT**

RJ

COMPLETE AND RETURN

TRANSFER VERIFICATION FORM 990

COMPLETE AND RETURN

FOR

FOR ARREST 175-08204A

Award Verification Department
PO Box 2069
Huntersville, NC 28070

I,

Please sign here

AUTHORIZED CONTACT

[REDACTED]
ADDRESS

have enclosed the one-time required documentation delivery fee of:

\$17.75

PLEASE COMPLETE

* INCLUDE AN ADDITIONAL \$3.00
FOR RUSH HANDLING

CONSUMER HAS NOT YET WON ANY OF THE LISTED TEL. OR CASH AWARDS. NO PURCHASE OR REPORT WILL NOT INCREASE CHANCES OF WINNING. YOU AND WINNER AS RECD. WILL BE SPONSORED AS WELL AS PUBLISHED IN THE FOLLOWING PROMOTIONS INCLUDED IN OUR MONTHLY CONTESTS. CONTESTANT MAY TRY TO INCREASE CHANCES OF WINNING BY PURCHASING A PRODUCT. WEBSITE IS THE EASIEST PLACE TO PURCHASE AT THE LOWEST PRICE. CONTESTANT MUST PURCHASE ONE EACH ADVERTISED PROMOTION TO BE ELIGIBLE TO WIN THE CASH AWARD. BEERS TO SPONSORING COMPANIES MAY OR MAY NOT BE INCLUDED IN ELIGIBLE PURCHASES OR CASH OPPORTUNITIES, AND CAN ALSO SPONSORED BY OTHER COMPANIES. FOR CONTESTANT

90-DAY MONEY-BACK GUARANTEE IF DISSATISFIED FOR ANY REASON -- NO QUESTIONS ASKED. To receive a refund, send your written request to Customer Service, PO Box 2639 Chandler AZ 85244.

ALL OF THE INFORMATION CONTAINED HEREIN IS AVAILABLE TO THE PUBLIC.

As part of our commitment to the success of our members, publishers, advertisers and a variety of other stakeholders, Publishers' Protection has formed a working relationship with the International Press Institute. Although anyone can become a member of the IPI, through the IPI's IPI-IPG, the world's leading authority on publishing and marketing, all information on your behalf in its capacity as a not-for-profit organization is used to create every opportunity to connect you and your company to the appropriate leading information provided by IPI.

THIS IS VOID WHERE PROHIBITED BY LAW. Respondents must be 18 years old or older to purchase. We may send respondents additional offers and may provide respondents other offers or other compensation. If you wish not to receive our additional offers or offers from other companies, simply notify us in writing and we will remove your name from our mailing list. RSG makes no express or implied representations, warranties, or agreements other than those represented in this offer. Different graphic presentations of this offer, including available prizes and opportunities, may be made.

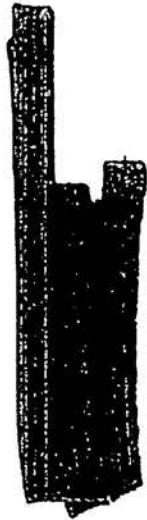
iii

US POSTAGE

STANDARD
AUTO

REVIEW & AUDIT DEPARTMENT
Executive Branch Administration
Level 001

FILE
RECEIVED



From:

Processing Center
P.O. Box 2069
Punlersville NC 28070-2069

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ASSIGNED TICKET NUMBER:

• PECORI •
03/12/2012

RECORDED & INDEXED, AFFIXED AS PROOF
RECORDED & INDEXED, AFFIXED AS PROOF

Supplementary

TIME SENSITIVE DOCUMENT

FIG 5

CLAIM PROCEDURE

NOTICE OF INTENT TO DELIVER:

**BE ADVISED THAT THIS CORRESPONDENCE FULLY ESTABLISHES YOUR RECOGNITION
AS KNOWN RECIPIENT.**

- for the total \$ win opportunity amount of *******\$525,000.00 IN MONEY AND PRIZES ****** as confirmed in report of third party sweepstakes claim data procedures pending direct delivery to you by our executive offices.
- As this is now a matter of record, the independent resource and reporting organization, Public Choice Access wishes to proceed without delay requesting formal resolution procedures needed so that we may initiate delivery as documented and whereby your full win opportunity on receipt is:

GUARANTEED TO

FOR THE TOTAL AND AFFIRMED AMOUNT OF

\$325,000.00 - THREE HUNDRED TWENTY-FIVE THOUSAND - IN MONEY AND PRIZES

WE HAVE PROVIDED A PRE-ADDRESSED REPLY ENVELOPE FOR INCLOSURE OF YOUR RETURN PAPERWORK AND ASK THAT YOU PROCEED TO THIS FORM IMMEDIATELY, COMPLETE IT AS INSTRUCTED AND RETURN IT WITHOUT DELAY. PUBLIC CHOICE ACCESS OFFICES HEREBY REAFFIRM THAT THE GRAND TOTAL AMOUNT AS CONSIDERED IN REPORT OF CLAIM DATA PROCEDURES IS -- 100% ACCURATE AND VERIFIED -- AND STANDS AT ***\$325,000.00 IN MONEY AND PRIZES *** FOR YOUR FULL AND GRAND TOTAL OPPORTUNITY AS RECIPIENT IDENTIFIED!

DO NOT DELAY IN YOUR REPLY AS REQUESTED
WITHIN THE NEXT 14 DAYS TO CONCLUDE
PROCESSING SERVICES IN THIS MATTER. TIME-
SENSITIVE DEADLINES QUALIFYING FOR ALL ELIGIBLE
MONIES AND PRIZES ARE STRICTLY DATED AND
IRREVOCABLE!

5569

CLAIM ADVISORY FORM

ADVISORY WARRANT - AWARDS REPORTING DIVISION - SERIES

ADVISORY NO. WH-90B

SEARCH DATE 03/28/2012

*I have received a sealed notice informing me of the amount on record of \$325,000.00 and that I am legally authorized to receive documentation of procedures regarding this stipulated amount. I have read all documents

AMOUNT.

U.S. ***** \$325,000.00

70.

quarterly and monthly reports that give the latest up to date information of all existing sweepstakes and other prize or promotional offers available to consumer and merchandise offers that are offered to the public by independent sponsors. We provide complete and valuable entry, deadline and prize information to purchaser. As such, independent sponsors are solely responsible for their respective sweepstakes, contests or merchandise offers, pursuant to their individual respective rules and regulations. After review of information, consumer can decide which sweepstakes, contests or promotions to enter by following the entry guidelines provided.

CONSUMER HAS NOT YET WON ANY OF THE LISTED PRIZE OR CASH AWARDS AND PURCHASE OF REPORT WILL NOT INCREASE CHANCES OR GUARANTEE YOU ARE A WINNER. As RSC does not sponsor any of the sweepstakes, contests or merchandise promotions included in our reports, this offer is not intended in any way to indicate that you have already won a prize. We do not guarantee the cash or prizes advertised by the sponsoring entities. Consumer must enter and win each individual promotion to be eligible to collect the advertised awards. Fees to sponsoring companies may or may not be required to enter the listed prize or cash opportunities and certain sweepstakes may require internet access for participation.

60-DAY MONEY-BACK GUARANTEE IF IT'S CANCELLED FOR ANY REASON **0 QUESTIONS ASKED.** To receive a refund, we'd your order subject to Customer Service, P.O. Box: 2639 Glendale, AZ 85342.

2017 printed publication, 13167 of 100,000 of monthly and/or quarterly reports, or copy down the information that would make the reader and copy all sweepstakes included in the entire report. All reported information is believed to be accurate at time of printing. However, the information is as is, RSC expressly agrees to no responsibility regarding and all fees paid to obtain the report.

MUCH OF THE INFORMATION PROVIDED BY RSC IS AVAILABLE TO THE PUBLIC. Sponsors of sweepstakes, contests, or merchandise promotions advertise using a variety of methods including television, product packaging, magazines, newspapers, billboards, and the internet just to name a few. Although anyone can obtain this information by collecting the data themselves, RSC does the work for you by expertly researching and compiling all information on your behalf in an easy to read and understand report to ensure every opportunity to correctly enter and win these cash and prize opportunities. Information provided by RSC in your report is provided to all other subscribers at the same publication.

OFFER IS VOID WHERE PROHIBITED BY LAW. Respondents must be 18 years old or older to purchase. We may send respondents additional offers and may provide information to other companies. If you wish not to receive our additional offers or offers from other companies, simply notify us in writing and we will remove you from our mailing list. RSC makes no express or implied representations as to the contents of the offers included in this offer. Failure of graphics to be displayed on this offer indicates available prizes and/or information is not available.

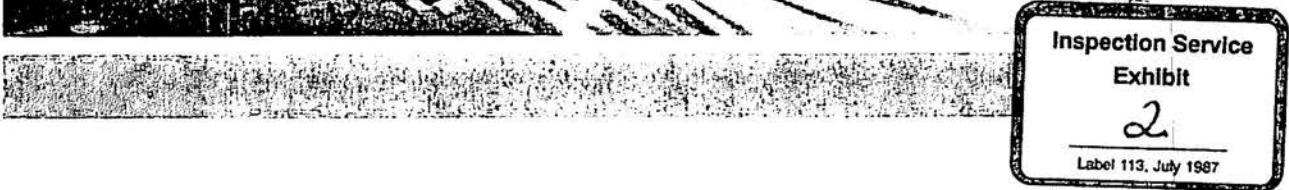
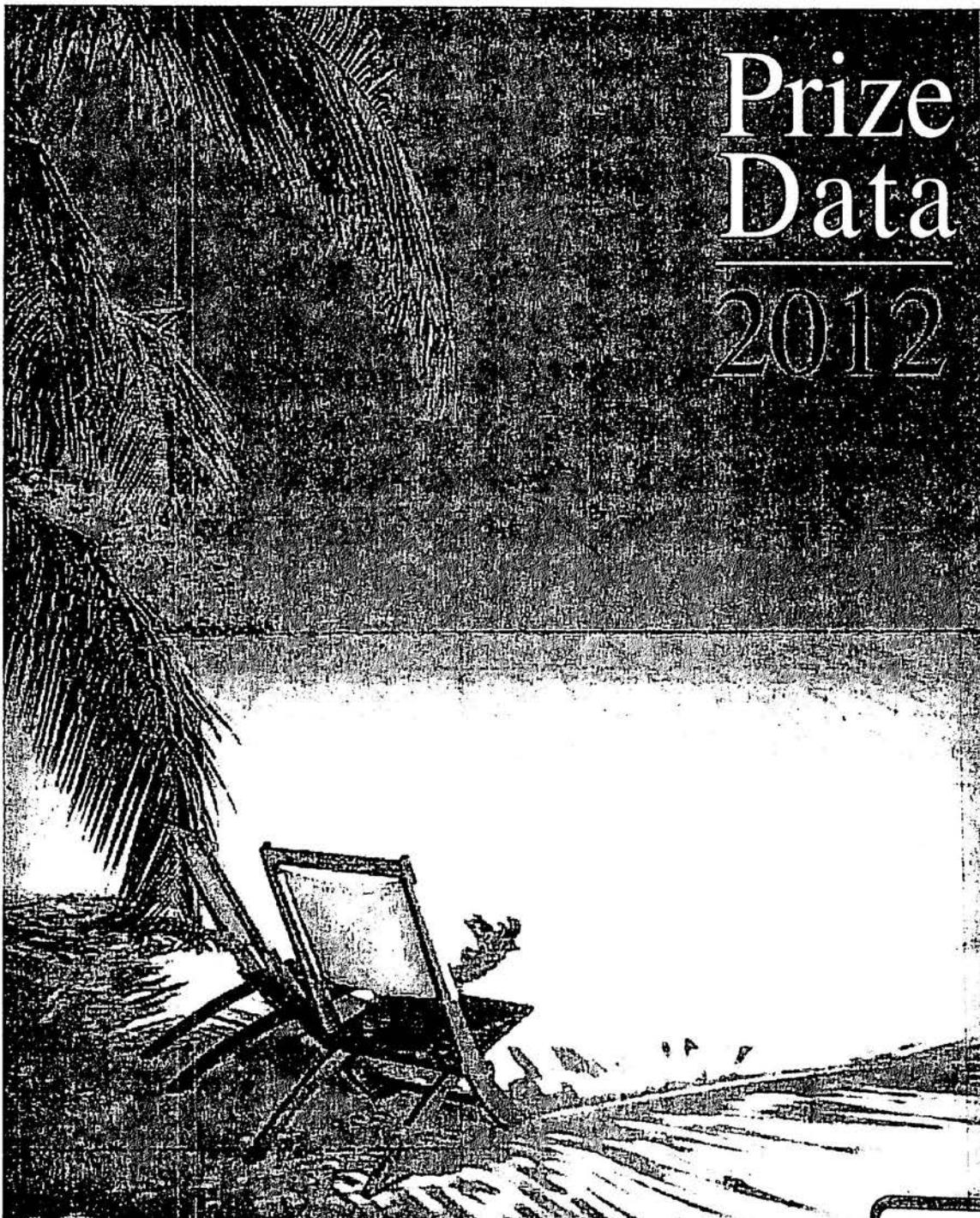
From:

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Processing Center
P.O. Box 2069
Huntersville NC 28070-2069

With

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FOOD AND WINE DREAM OF A LIFETIME SWEEPSTAKES

PRIIZE AMOUNT: \$80,000.00

ENTER: You may enter by mail by hand printing your name, address, daytime telephone number, & the Internet website (https://www.amexpubbooks.com/?obj=FW_Kitchen_ss_opt) on a postcard & mailing it to Sweepstakes Entry, P. O. Box 9303, Medford, NY 11763-9303. Mailed entry must be postmarked by the deadline posted elsewhere

DEADLINE: Sweepstakes ends 1/31/13.

RULES: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Sweepstakes ends 1/31/13. Void where prohibited. Sweepstakes registered by Ventura Associates, Inc. May be presented in different creative presentations by different organizations, including, but not limited to, Food & Wine Magazine, who offers entry here to legal residents of the 50 United States aged 18 years or older.

FULL PRIZE DESCRIPTION: Grand Prize Approximate retail value (ARV) of merchandise: up to \$30,000 or \$25,000 cash option. Prize levels First through Third will offer a variety of merchandise, electronics, jewelry, house wares, etc. These prize winners only may select any prize offered at level won or for First, Second and Third Prize Winners, cash equivalent of ARV stated below. Values at a given level will be approximately the same. ARV of merchandise prizes & estimated odds of winning: 1 First Prize (ARV: \$2,000): 1: 20,000,000; 1 Second Prize (ARV: \$1,000): 1:20,000,000; 50 Third Prizes (ARV: \$100 each): 1:400,000; 1,000 Fourth Prizes – Watch (ARV: \$72 each, no cash option): 1:20,000. Total ARV: \$80,000.

TELLGAMESTOP.COM SWEEPSTAKES

PRIIZE AMOUNT: \$50,000.00

ENTER: Print your name, mailing address (no P.O. Boxes), email address and phone number on a 3x5 postcard and mail to: TellGameStop.com Sweepstakes Entry, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437. All entries and requests become the Sponsor's property and will not be returned or acknowledged.

DEADLINE: Ends on March 31, 2013 at 5 p.m., CST

RULES: Eligibility: Sweepstakes is open to all legal residents of the 50 United States, District of Columbia and Puerto Rico, who are above the age of majority in the state or territory in which they reside at the time of entry. Void where prohibited. Employees of GameStop Inc. and its affiliated companies and members of the immediate families of each are not eligible. Sweepstakes is subject to all local, state and federal laws and regulations. By entering this Sweepstakes, all entrants agree to comply with and be bound by these Official Rules, and to comply with all federal, state and local laws and regulations.

FULL PRIZE DESCRIPTION: Prizes: Sponsor will award fifty (50) winners one (1) \$100 GameStop EGiftCard (Approximate Retail Value of prize: \$100.00 each) each month during the Term. Approximate retail value of all prizes available to be won each month: \$5,000.00. No more than the stated number of prizes will be awarded.

\$100,000 MAGAZINE SWEEPSTAKES

PRIIZE AMOUNT: \$102,500.00

ENTER: HOW TO ENTER: If you do not wish to subscribe, write your name, address, phone number, and \$100,000 MAGAZINE SWEEPSTAKES Entry on a 3x5 index card and mail it in an envelope to: \$100,000 MAGAZINE SWEEPSTAKES, 28210 Dorothy Drive, Agoura Hills, CA 91301. Limit: one 3x5 card per envelope. Entry form must be legible and completed in full to be valid.

DEADLINE: All entries must be received by September 5, 2012.

RULES: ELIGIBILITY: The Sweepstakes is open to all legal residents of the U.S. aged 18 or over, except employees of Easyriders/Paisano Publications, I.I.C, and Dennis Kirk and their families, its affiliated companies, and advertising and promotion agencies. This sweepstakes is void outside the U.S. (except APO/FPO addresses), and wherever prohibited or restricted by law. Limit -- ONE ENTRY PER HOUSEHOLD and only one prize per household will be awarded. Winner of motorcycle prize must possess and provide proof of valid U.S. Driver License and applicable motorcycle insurance at the time of the prize award.

FULL PRIZE DESCRIPTION: Grand Prize: A customized Bagger motorcycle by Paul Yaffe. 1st Prize: A Harley-Davidson motorcycle of your choice or \$15,000 cash. (ARV: \$15,000) 2nd Prize: A set of Performance Machine custom wheels, rotors, pulley and brake caliper. (ARV: \$5,000) 3rd Prizes (2): A Vance and Hines exhaust system. (ARV: \$2,000) 4th Prizes (3): A Hawg Wired Stereo System and accessories. (ARV: \$1,000) 5th Prizes (10): Saddlemen seats. (ARV: \$500) 6th Prizes (200): StarTron Fuel Stabilizer. (ARV: \$10) Early Bird Prizes (1st 4,000 to enter): A free EasyRiders DVD.

THE \$30,000 WINNER-TAKE-ALL PRIZE (#155)

PRIIZE AMOUNT: \$30,000.00

ENTER: Print your full name, address (including city, state, and zip code), e-mail address (if you have one) on a 3 x 5 card and send to: the \$30,000 winner-take-all prize (#155), box 6226, harlan, ia 51593-1726. only one entry per person per day, per entry opportunity, is permitted. if multiple entries are received, only the first entry will be included and later entries will be disqualified.

DEADLINE: Closing date of this sweepstakes is 2/16/13

RULES: Sweepstakes open to legal residents of the united states, its territories and possessions. employees and members of the immediate families of employees of rd, its affiliated or subsidiary companies, the presenting organizations, the judging agency, and judging agents are not eligible.

FULL PRIZE DESCRIPTION: 1 prize of \$30,000 will be awarded.

**EMBASSY SUITES MORE THAN YOU'VE EVER IMAGINED
SWEEPSTAKES**

PRIZE AMOUNT: \$66,000.00

ENTER: Handprint a 3" x 5" card with your name, mailing address, telephone number, email address and your Hilton HHonors Account Number, and mail in an envelope no larger than #10 (business-size envelope) with sufficient postage affixed, to: Embassy Suites More Than You've Ever Imagined Sweepstakes Entries, P.O. Box 8671, Westport, CT 06888. Mail in entries must be postmarked during the Promotion Period and received by August 15, 2012. Limit one mailed entry per envelope per day.

DEADLINE: Mail in entries must be postmarked during the Promotion Period and received by August 15, 2012.

RULES: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF COLUMBIA, THE COMMONWEALTH OF PUERTO RICO AND CANADA (EXCLUDING QUEBEC), WHO ARE OF LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE (AND AT LEAST 18 YEARS OF AGE) AND WHO ARE HILTON HHONORS™ MEMBERS AT TIME OF ENTRY. HILTON HHONORS™ MEMBERSHIP IS FREE. TO BECOME A HILTON HHONORS™ MEMBER, VISIT WWW.EMBASSYSUITES.COM/IMAGINEMORE. VOID IN QUEBEC AND WHERE PROHIBITED BY LAW. Employees (and their immediate families [parent, child, spouse or sibling and their respective spouses, regardless of where they reside] and those living in their same household, whether or not related) of Hilton Worldwide, Inc. ("Sponsor"), Maritz Inc., and their respective parents, affiliates, subsidiaries, franchisees, and participating advertising and promotion agencies are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of any judges and/or Sponsor, which are binding and final on matters relating to this Promotion. Promotion is subject to all applicable federal, state and local laws.

FULL PRIZE DESCRIPTION: PRIZES/RESTRICTIONS: PRIZE AND APPROXIMATE RETAIL VALUE: One (1) Grand Prize: Winner will receive a trip to the destination of his/her choice. The trip ("Trip") includes hotel accommodations at Hilton Worldwide Properties of the winner's choice, ground transportation and air travel up to the maximum retail value of \$45,000. The Grand Prize also includes a check or a gift card in the amount of \$5,000 which the winner may use as spending money during the Trip. In addition, the Grand Prize includes a check in the amount of \$16,000 which the winner may apply towards the payment of his/her tax liability on the Grand Prize value. Should the winner's actual income taxes on the Grand Prize be higher than \$16,000, Sponsor is not responsible for the difference between the winner's actual income taxes on the prize and this \$16,000. The winner may take as many guests as he or she would like on the Trip, provided each guest submits the required documents as set forth below. Trip may include different cities and/or countries on the Trip, but the prize is limited to one (1) Trip. The maximum retail value of the Trip package will be \$45,000 plus \$5,000 spending money or \$50,000 in total. Any travel related (accommodations, ground transportation and air travel) Trip expenses in excess of \$45,000 are the sole responsibility of the winner. Approximate retail value of Grand Prize (including the Trip maximum of \$45,000, \$5,000 spending money, and check for \$16,000): \$66,000. Actual retail value of the Trip depends on location of winner's residency, winner's hotel selection, destination of choice, number of guests, number of nights and dates of travel. Any difference between actual retail value of the Trip portion of the prize and \$45,000 will not be awarded..

M&M'S BRAND FIND BROWN INSTANT WIN GAME

PRIIZE AMOUNT: \$224,675.00

ENTER: To request a free wrapper (while supplies last) and/or a copy of these official rules, send a self-addressed, stamped envelope to wrapper request, department a, p.o. box 5701, blair, ne 68009-5701. (vt residents may omit return postage.) requests must be received by 8/27/12. limit: one request per outer envelope.

DEADLINE: Each code may be used only once. all codes must be entered by 11:59:59 pm (et) on 09/14/12.

RULES: This m&m's® brand find brown instant win game (this "game") is open to individual legal residents of the united states (including puerto rico & u.s. territories and possessions), age 13 or older as of 04/02/12, except employees (and their immediate families and members of the same household) of sponsor and its affiliates, agents and advertising and promotion agencies and the judge (collectively, the "promotion parties").

FULL PRIZE DESCRIPTION: Prizes & odds: one (1) grand prize: \$100,000 awarded as a check made payable to winner. 1,000 first prizes: each, m&m's® brand "ms. brown" t-shirt (one size only); approximate retail value ("arv"): \$20 each. 5,000 second prizes: each, m&m's® brand "ms. brown" candy dispenser; arv: \$12.94 each. 1,500 third prizes: each, m&m's® brand "ms. brown" 16 ounce tumbler; arv: \$10 each. 2,500 fourth prizes: each, m&m's® brand "ms. brown" 16 ounce travel mug; arv: \$9.99 each. total arv of all prizes: \$224,675. odds of winning the grand prize: 1 in 42,042,884.

PCH GIVEAWAY NO. 2184

PRIIZE AMOUNT: \$15,000.00

ENTER: Write-In Entry Instructions. You may write in as often as you like to enter our ongoing Publishers Clearing House sweepstakes at the address below. Sweepstakes eligibility will be based on date the write-in entry is received. Just mail each entry separately. We do not accept entries from a third party or entries sent in bulk. 1-800-645-9242 pch.com 101 Winners Circle Port Washington, NY 11053-4016

DEADLINE: End date - 12/31/12

RULES: Board of Judges' decisions are final. Giveaways may be ended early for promotional purposes, and if so, all eligible entries will be included and the winner selection method will not change. Taxes are winner's responsibility. Giveaway Nos. 1830 and 2184 are open to U.S., U.K. and Canadian residents who are physically located and residing within their respective country of residence; however online entry is only open to U.S. and U.K. residents. U.S., U.K. and Canadian residents can enter ongoing Giveaways open to them by writing to the address shown below. Void where prohibited. All Giveaways are void in the province of Quebec and residents of that province are not eligible to enter or win. Principals and employees of Publishers Clearing House and pch.com, their affiliates and subsidiaries, their contest processors, their immediate families and the Board of Judges are not eligible. All federal, state and local laws apply.

FULL PRIZE DESCRIPTION: \$15,000.00

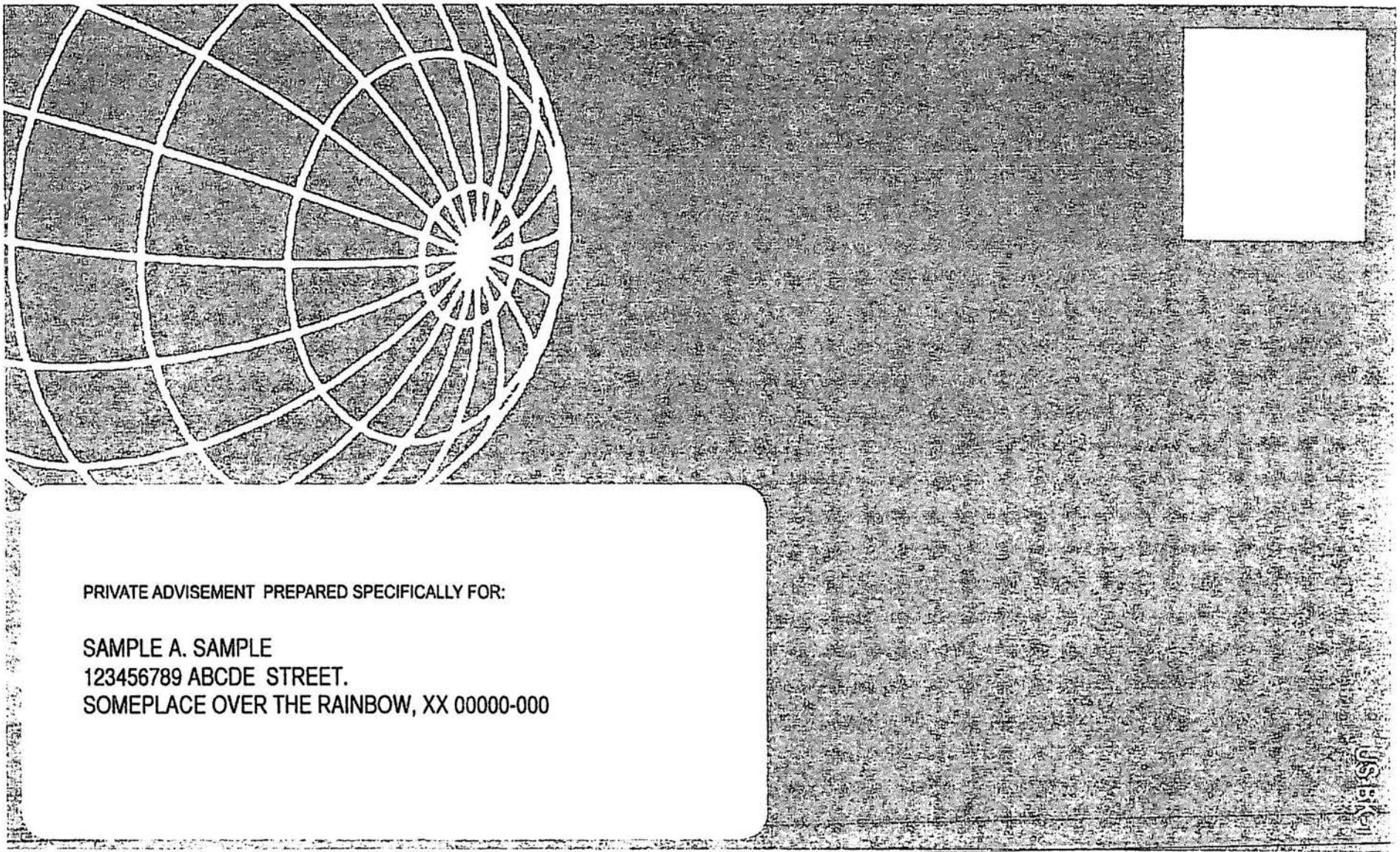


EXHIBIT F



JUDICIAL OFFICER

2101 WILSON BOULEVARD, SUITE 600
ARLINGTON VA 22201-3078
703-812-1900 Fax 703-812-1901

In the Matter of the Complaint) October 31, 2012
Against)
AWARD VERIFICATION DEPARTMENT)
and)
PROCESSING DEPARTMENT)
and)
JKS VENTURES LLC)
P.O. Box 2069)
Huntersville, NC 28070-2069) P.S. Docket No. FR 12-362

ORDER

On referral from the Office of Administrative Law Judges and pursuant to the terms of an Agreement Containing Consent Order To Cease And Desist executed by Respondent on September 25, 2012, and on Motion of Complainant filed on October 25, 2012, the executed Agreement is made a part of the record, the attached Cease and Desist Order is hereby issued, and further proceedings in this matter are suspended indefinitely.



William A. Campbell
Judicial Officer



JUDICIAL OFFICER

2101 WILSON BOULEVARD, SUITE 600
ARLINGTON VA 22201-3078
703-812-1900 FAX: 703-812-1901

CEASE AND DESIST ORDER NO. CD-5500

October 31, 2012

RE: AWARD VERIFICATION DEPARTMENT and
PROCESSING DEPARTMENT and
JKS VENTURES LLC
P.S. Docket No. FR 12-362

I. Authority and Scope:

This Order is issued pursuant to 39 U.S.C. §3005(a)(3) and extends to any use of promotional materials or other activities in which any person identified in Paragraph II, individually or through any business, corporate or other device, or under any name or names, seeks the remittance of money or property through the mail, directly or indirectly.

II. Persons Covered:

This Order binds JKS VENTURES LLC, jointly and individually, and d/b/a AWARD VERIFICATION DEPARTMENT and PROCESSING DEPARTMENT and anyone who would be bound by an injunction issued against them pursuant to Rule 65 of the Federal Rules of Civil Procedure (hereinafter collectively referred to as "Respondents").

III. Conduct Prohibited:

Respondents are ordered to cease and desist immediately from falsely representing, directly or indirectly, expressly or impliedly, in substance and effect, whether by affirmative statements, implications or omissions, that:

- (a) recipients of Respondents' solicitations have won a prize consisting of a large amount of money;
- (b) paying the requested fee guarantees that the consumer will receive a portion of the amount of money specified in the solicitation;
- (c) paying the requested fee guarantees that the consumer will receive a significant amount of money, e.g. more than \$5.00;
- (d) the primary reason Respondents have sent their solicitation to the recipient is because the recipient has won a prize consisting of a large amount of money;
- (e) the solicitation is something other than an offer to sell a document relating to sweepstakes promotions;
- (f) a recipient of Respondents' mailings who responds to more than one solicitation will receive a payment or award for each submission.



William A. Campbell
Judicial Officer