

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

- v. -

BDK MAILING GMBH, MAILING
FORCE PTE. LTD., ONLY THREE PTE.
LTD., CHANTAL SEGUY, MARION
ELCHLEPP, AURORA JOUFFROY-
BRANDTNER, MACROMARK, INC.,
MARY ELLEN MEYER, MAIL ORDER
SOLUTIONS INDIA PVT. LTD., DHARTI
B. DESAI and MEHUL A. DESAI,

Defendants.

Civil Action No. 16-05264-NGG-RER

~~PROPOSED~~ **STIPULATED**
CONSENT DECREE AND
FINAL JUDGMENT

WHEREAS, the UNITED STATES OF AMERICA commenced this action against defendants BDK MAILING GMBH, MAILING FORCE PTE. LTD., ONLY THREE PTE. LTD., CHANTAL SEGUY, MARION ELCHLEPP, AURORA JOUFFROY-BRANDTNER, MACROMARK, INC., MARY ELLEN MEYER, MAIL ORDER SOLUTIONS INDIA PVT. LTD., DHARTI B. DESAI and MEHUL A. DESAI (collectively, "Defendants") by filing a Complaint in this Court;

WHEREAS, the Complaint seeks relief under the Fraud Injunction Statute, 18 U.S.C. § 1345;

WHEREAS, on September 22, 2016, having considered the *ex parte* application of the United States and finding that (1) there was probable cause to believe that Defendants were violating and/or were about to violate 18 U.S.C. § 1341, and that (2) the statutory conditions for granting a temporary restraining order under 18 U.S.C. § 1345 had been met, the Court issued an *ex parte* Temporary Restraining Order and Order to Show Cause without notice to Defendants

(the “TRO”);

WHEREAS, on February 2, 2017, having considered the United States’ and defendants MACROMARK, INC. and MARY ELLEN MEYER’s (collectively the “Settling Defendants”) February 1, 2017 Joint Motion, the Court entered a Stipulated Preliminary Injunction as to the Settling Defendants;

WHEREAS, the Settling Defendants would assert defenses and deny liability in this action; make no admissions of fact, law, liability, or wrongdoing; and have agreed to this Consent Decree and Final Judgment to avoid the delay, uncertainty, inconvenience and expense of protracted litigation;

WHEREAS, the United States and the Settling Defendants hereby agree that this Consent Decree and Final Judgment shall not be offered against the Settling Defendants in any other action, matter or proceeding, save for any action under federal law for violation of this Consent Decree and Final Judgment, and that nothing herein shall have collateral estoppel effect or affect any defendants’ Constitutional rights or be a waiver of any such rights in any proceeding.

WHEREAS, for purposes of this Consent Decree only, and recognizing that no law prohibits per se brokering or managing astrological or sweepstakes-related lists for use with non-fraudulent direct mailings, the Settling Defendants do not dispute the following facts:

1. Defendant Macromark, Inc., a New York corporation, is a direct mail company specializing in targeted direct mailing lists. Since 2005, defendant Mary Ellen Meyer has been a client services manager at Macromark. The services Macromark provides to its customers, include, among other services, list brokerage and management, including both “external” and “internal” list rentals.
2. “External” list rentals are those transactions where Macromark rents from another list manager for use by one of Macromark’s clients, a lead list containing the names and geographic information of U.S. consumers or businesses (“External List Rental”).
3. “Internal” list rentals are those transactions where Macromark rents out to another direct mailer lead lists belonging to one of its clients, containing the names and

geographic information of U.S. consumers likely to respond to specific direct mail solicitations (“Internal List Rental”). The direct mailers involved in Internal List Rentals are either represented by Macromark or represented by third-party list brokers.

4. During the period relevant to the Complaint, up until September 22, 2016, Macromark brokered or managed hundreds of astrological- and sweepstakes-related Internal List Rentals each year, totaling millions of non-unique U.S. consumer names.¹
5. Since at least 2009, up until September 22, 2016, Macromark’s direct mailer client list included defendants BDK Mailing GmbH, Mailing Force Pte. Ltd., and Only Three Pte. Ltd. (collectively, “BDK”), with Macromark brokering dozens of BDK’s External List Rentals of astrological- and sweepstakes-related lists for use with BDK’s direct mailings each year. For example, between January 1, 2015 and September 1, 2016, Macromark brokered BDK’s External List Rental of approximately 85 astrological- and sweepstakes-related lists containing over 475,000 names.
6. During the period relevant to the Complaint, up until September 22, 2016, Macromark brokered hundreds or, in most cases, over one thousand Internal List Rentals of astrological and sweepstakes lists each year. For example, in 2015, Macromark brokered over 1,300 such Internal List Rentals, totaling over 7.4 million consumer names. In January-September 2016, it brokered over 900 such Internal List Rentals, totaling over 4.9 million names.
7. Among these Internal List Rentals, Macromark brokered BDK’s rental of dozens of Internal List Rentals for use with BDK’s direct mailings each year. For example, between January 1, 2016 and May 4, 2016, Macromark brokered BDK’s Internal List Rental of 76 astrological- and sweepstakes-related lists containing over 380,000 names.
8. Macromark also managed the Internal List Rental of BDK-owned astrological and sweepstakes lists, managing hundreds of Internal List Rentals of BDK lists each year. For example, between January 1, 2015 and September 1, 2016, Macromark brokered over 550 Internal List Rentals of BDK-owned astrological and sweepstakes lists containing a total of over 3.3 million names.

WHEREAS, the Settling Defendants consent to entry of this Consent Decree and Final Judgment without any acknowledgement that they have engaged in the conduct described in Paragraph I, *infra*;

¹ All references to the number of names contained on lists brokered by Macromark reflect an undetermined amount of duplication of non-unique names between lists and rentals.

WHEREAS, in consideration of the promises and obligations of this Agreement, the United States and the Settling Defendants have reached a full and final settlement as set forth below; and

WHEREAS, the United States and the Settling Defendants agree that this Court may enter and enforce this Consent Decree and Final Judgment against them in the United States;

THEREFORE, pursuant to 18 U.S.C. § 1345 and the inherent power of this Court, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

- I. The Settling Defendants, their agents, officers, employees, and successors, and all other persons and entities who are in active concert or participation with them are permanently enjoined from:
 - A. violating 18 U.S.C. §§ 1341 and 1349;
 - B. using the United States mail, or causing others to use the United States mail, to distribute any Covered Materials, as defined in Subparagraph V(C), *infra*;
 - C. printing any Covered Materials that will be distributed through the United States mail;
 - D. receiving, handling, opening, or forwarding any correspondence transmitted through the United States mail that responds, by sending payment or otherwise, to any Covered Materials;
 - E. selling, offering for sale, leasing, renting, brokering or licensing any lists compiled in whole or in part from individuals who, after the exercise of Reasonable Due Diligence by Macromark, as defined in Subparagraph V(H), *infra*, appear to be included in such list because they responded to any Covered Materials transmitted through the United States mail or because their responses to

Covered Materials were transmitted though the United States mail. For the avoidance of doubt, this subsection does not prohibit the selling, offering for sale, leasing, renting, brokering or licensing of lists that include names compiled from sources unrelated to Covered Materials where such names may also appear on lists compiled from Covered Materials;

- F. selling, offering for sale, leasing, renting, brokering or licensing any lists compiled from or consisting in whole or in part of Unites States residents where, after the exercise of Reasonable Due Diligence by Macromark, as defined in Subparagraph V(I), *infra*, it appears that such lists will be used to address any Covered Materials;
- G. compiling lists in whole or in part of individuals who responded to Covered Materials transmitted through the United States mail or whose responses to Covered Materials were transmitted though the United States mail;
- H. performing “caging services” on correspondence transmitted though the United States mail in response to any Covered Materials. “Caging services” include opening mail; entering or inputting data about such mail into a database or forwarding such data; handling, forwarding, or depositing payments received in such mail, including currency, bank checks, certified checks, money orders, or credit card charge authorizations; or handling or forwarding any such mail;
- I. performing “payment processing services” for payments received from U.S. residents in response to any Covered Materials. “Payment processing services” include handling credit card transactions, debit card transactions, Automated

Clearing House (ACH) transactions, check transactions, money orders, travelers check transactions, or cash transactions; and

- J. acting as a consultant (whether paid or unpaid) where the subject(s) of consultation relate to Covered Materials.
- II. Within thirty (30) days of entry of this Consent Decree and Final Judgment, Macromark shall, using reasonable best efforts, provide to Macromark's counsel of record in this action and to the United States' counsel of record in this action all copies of the live mailing lists contained in Macromark's list fulfillment system that are compiled from recipients because they have responded to any Covered Materials. Macromark's counsel of record shall retain such lists. After Macromark has provided such lists to its counsel of record, Macromark shall delete them and confirm in writing to the government that it has done so. Any use by the United States of the copies of the lists provided to it by Macromark shall be strictly limited to enforcement of this Consent Decree and Final Judgment, without restriction to the copies of the lists provided to Macromark's counsel of record.
- III. The United States Postal Inspection Service is authorized to open any and all United States Mail that was detained by the United States Postal Inspection Service pursuant to the Temporary Restraining Order or Preliminary Injunction in this matter. The United States Postal Inspection Service shall return any currency, bearer instruments (including but not limited to money orders and travelers checks), and any personal effects that can be positively identified with its sender contained in any detained mail opened pursuant to this Paragraph. This return shall include a letter notifying the sender of the disposition of this matter, attached here as Exhibit B. The United States Postal Inspection Service is

authorized to destroy any and all remaining detained mail (including but not limited to envelopes, order forms, correspondence, personal checks, and payment card information (PCI)).

- IV. The United States Customs and Border Protection is authorized to open and destroy any Covered Materials, and any substantially similar advertisements, solicitations, promotions, or other materials that were detained by the United States Customs and Border Control pursuant to the Temporary Restraining Order or Preliminary Injunction in this matter.
- V. For purposes of this Consent Decree and Final Judgment :
- A. “Covered Lists” refers to any lists pertaining to Prize Transfers, lotteries, sweepstakes, prize drawings, prize promotions, contests, games of chance, Wealth-Building Programs, or Psychics.
- B. “Covered Macromark Employees” refers to all Macromark agents, employees and officers involved in the selling, offering for sale, leasing, renting, brokering or licensing of mailing lists.
- C. “Covered Materials” refers to any materials that contain advertisements, solicitations, promotions, and/or any other materials on behalf of any actual or fictional individual or entity purporting to offer for a fee the following items or services: Prize Transfers, Sweepstakes Reports, Wealth-Building Programs, or Psychics.
- D. “Fee” refers to a payment of any kind, including but not limited to: processing fees, service fees, expediting fees, purchase fees, nominal fees, symbolic payments, gifts and gratuities.

- E. “List Audit File” refers to an electronic and/or physical repository of documents maintained by Macromark containing all documents reviewed, created and/or obtained in relation to the Officer’s duties pursuant to Subparagraphs V(H) and V(I), *infra*. Macromark shall preserve documents in the List Audit File for a period of no less than five years from the date that the document(s) is first stored in the List Audit File.
- F. “Prize Transfers” refers to claims, direct or indirect, express or implied, that the recipient has won a lottery, sweepstakes, drawing, prize promotion, or contest or is otherwise entitled to receive a financial windfall or prize that will be delivered after the recipient makes a payment.
- G. “Psychic” refers to persons (actual or fictitious) that are presented in mailed solicitations or other solicitations to consumers as having psychic, clairvoyant, or other such similar special abilities.
- H. “Reasonable Due Diligence” for purposes of Subparagraph I(E) means that:
1. At all times following the entry of this Consent Decree and Final Judgment, Macromark shall employ a Compliance Officer (“Officer”).
 - a. The Officer shall not have an ownership interest in Macromark or a past or present direct role in the selling, offering for sale, leasing, renting, brokering or licensing of Covered Lists; and
 - b. for a period of (5) five years following the entry of this Consent Decree and Final Judgment, Macromark will provide written notice of the identity of the Officer to the United States within ten (10) days of Macromark’s appointment/hire of a new Officer.

- c. The Officer will review the contents of this Consent Decree and Final Judgment with all Covered Macromark Employees.
Specifically:
 - d. prior to Macromark selling, offering for sale, leasing, renting, brokering or licensing a Covered List after entry of this Consent Decree and Final Judgment, the Officer will review the contents of this Consent Decree and Final Judgment with all Covered Macromark Employees;
 - e. the Officer and the Covered Macromark Employee will complete a certification of training (“Certificate”) once the review is complete, noting the date the review was completed;
 - f. no Covered Macromark Employee shall sell, offer for sale, lease, rent, broker or license a Covered List until he or she has reviewed this Consent Decree and Final Judgment and completed a Certificate; and
 - g. Macromark will maintain a copy of the Certificate for each Covered Macromark Employee in the List Audit File;
2. The Officer will review all Covered Lists for compliance with this Consent Decree and Final Judgment. Specifically:
- a. before Macromark sells, offers for sale, leases, rents, brokers or licenses a Covered List, the Officer will review all available documentation regarding the Covered List, including the data card, all available solicitations whose respondents’ names and/or

demographic information appear within the Covered List, and all written communications regarding the contents of the Covered List;

- b. when the Officer determines that a Covered List was compiled in whole or in part from U.S. residents because they responded to Covered Materials (*i.e.*, a “Prohibited List”), the Officer will direct all Covered Macromark Employees that they shall not sell, offer for sale, lease, rent, broker, license or otherwise use the Prohibited List;
- c. when Macromark is unable to obtain copies of the solicitations whose respondents’ names and/or demographic information appear within a Covered List (*i.e.*, a “Presumptively Prohibited List”), the Officer will direct all Covered Macromark Employees that they shall not sell, offer for sale, lease, rent, broker, license or otherwise use the Presumptively Prohibited List;
- d. only when the Officer determines that a Covered List is not compiled in whole or in part from U.S. residents because they responded to Covered Materials, may Macromark sell, offer for sale, lease, rent, broker, license or otherwise use the Covered List;
and
- e. the Officer will maintain a database of all Prohibited Lists/Presumptive Prohibited Lists as well as all records of the due diligence performed for each Covered List, including the name and

- date range for the Covered List, the records reviewed in connection with the Covered List, and the basis for the Officer's determination regarding the contents of the Covered List, in the List Audit File;
- f. the Officer will repeat steps (a) through (e) for any update to a previously reviewed Covered List.
3. Where the Officer is able to identify the owner of a Prohibited or Presumptively Prohibited List after review of all available information, including information from Macromark's records and all information available from the list manager for the Prohibited or Presumptively Prohibited List, the Officer will review all lists belonging to that list owner who the Officer identifies as owning the Prohibited or Presumptively Prohibited List for compliance with this Consent Decree and Final Judgment within five (5) days of identification of a Prohibited or Presumptively Prohibited List. The review will follow steps V(H)(3)(a)-(f), *supra*.
 4. For a period of (5) five years following the entry of this Consent Decree and Final Judgment, the Officer will audit all brokering and management orders involving Covered Lists on a monthly basis. Specifically:
 - a. the Officer will generate a list of all brokering orders (*i.e.*, whereby a Covered List was obtained for a client) and a list of all management orders (*i.e.*, whereby a Covered List was provided to a third party) processed by Macromark during the previous month;
 - b. the Officer will review all orders appearing on each list;

- c. if the order includes a Prohibited or Presumptively Prohibited List:
 - i. the Officer will determine how the order was processed;
 - ii. the Officer will compile the identity of the Covered Macromark Employee involved in the transaction, a copy of the Macromark List Order for the transaction, the name and a copy of the solicitation(s) for which the Prohibited List is to be used, and the date of the transaction (the “Noncompliance Report”);
 - iii. the Officer will report such finding to the Covered Macromark Employee involved in the transaction, re-review the contents of this Consent Decree and Final Judgment with the Covered Macromark Employee, and complete an updated Certificate, noting the date the review was completed; and
 - iv. the Officer will report such finding to the CEO and Executive Vice President.
 - d. the Officer will maintain records documenting each step of the audit procedure, including but not limited to Noncompliance Reports, in the List Audit File, and shall retain those files for a period of (5) five years after such files are generated.
- I. “Reasonable Due Diligence” for purposes of Subparagraph I(F) means that:
- 1. Macromark will review customer solicitations. Before Macromark sells, offers for sale, leases, rents, brokers or licenses any list to a client or third

party to use to address a solicitation, the Covered Macromark Employee will review such solicitation, and if the solicitation consists of Covered Materials, the Covered Macromark Employee shall not make the list available to address such solicitation.

2. For a period of (5) five years following the entry of this Consent Decree and Final Judgment, the Officer will audit a sample of brokering and management orders for all lists on a monthly basis. Specifically:
 - a. the Officer will generate a list of all brokering and management orders processed by Macromark during the previous month by each Covered Macromark Employee;
 - b. the Officer will review a random sample of 5% of the orders from each Covered Macromark Employee on each list;
 - c. if the solicitation addressed by the audited list consists of Covered Materials:
 - i. the Officer will determine how the order was processed;
 - ii. the Officer will compile the identity of the Covered Macromark Employee, a copy of the Macromark List Order for the transaction, the name and a copy of the solicitation(s) constituting Covered Materials, and the date of the transaction (the “Noncompliance Report”);
 - iii. the Officer will report such finding to the Covered Macromark Employee involved in the transaction, re-review the contents of this Consent Decree and Final

Judgment with the Covered Macromark Employee, and complete an updated Certificate, noting the date the review was completed; and

iv. the Officer will report such finding to the CEO and Executive Vice President ;

d. the Officer will maintain records documenting each step of the audit procedure, including but not limited to Noncompliance Reports, in the List Audit File, for a period of (5) five years after such files are generated;

J. “Sweepstakes Reports” refers to reports, journals, or other summaries or compilations of opportunities to enter sweepstakes or lotteries.

K. “Wealth-Building Programs” refers to instructions, reports, or programs which provide purportedly guaranteed results or methods for making money or an item purportedly guaranteed to provide the user with luck or wealth. This definition is not intended to cover programs, services, publications or seminars which provide information with respect to investments, business strategies, employment, career enhancements, and the like, which do not guarantee results, other than a guarantee of satisfaction.

VI. For a period of five years following the entry of this Consent Decree and Final Judgment, within fourteen (14) days from Macromark’s receipt of written notice from the United States requesting production of documents from its List Audit File, as defined in Subparagraph V(E), *supra*, Macromark shall provide copies of all such requested documents to the United States in an electronic format agreed to by Macromark and the

United States. Any use by the United States of documents or information from the List Audit File shall be strictly limited to enforcement of this Consent Decree and Final Judgment. However, this Paragraph does not limit the ability of the United States to request, obtain, and use any documents or information found in the List Audit File that are otherwise maintained outside of the List Audit File.

- VII. Within twenty-one (21) days from Settling Defendants' receipt of this Consent Decree and Final Judgment, Macromark shall mail or email copies of this Consent Decree and Final Judgment to the last known physical or email address of all direct mailers, list brokers, printer/distributors, mailing houses, caging services, and/or payment processors with which they have done business at any time since January 1, 2015, with respect to any Covered Materials distributed through the United States mail. Within twenty-eight (28) days from Macromark's receipt of the Consent Decree and Final Judgment, Macromark shall provide proof of such notice to counsel of record to 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, when the notice was sent, and a copy of the notice.
- VIII. The Consent Decree and Final Judgment shall not be modified except in writing by Plaintiff and the Settling Defendants and approved by the Court.
- IX. Plaintiff and the Settling Defendants agree to bear their own costs and attorneys' fees in this action.
- X. The Stipulated Preliminary Injunction entered on February 2, 2017, is superseded by this Consent Decree and Final Judgment and is hereby vacated and dissolved.

- XI. The undersigned parties and counsel each represent that she or it is fully authorized to enter into the terms and conditions of this Consent Decree and Final Judgment and to execute and legally bind to this document the Party which she or it represents.
- XII. The Settling Defendants hereby agree to waive, release, and remit any and all claims, either directly or indirectly against the United States and its agencies, employees, representatives and agents, including but not limited to the Department of Justice, the United States Postal Inspection Service, and their employees, with respect to this action.
- XIII. This Consent Decree and Final Judgment may be signed by the parties and counsel in counterparts, each of which constitutes an original and all of which constitute one of the same Consent Decree and Final Judgment. Signatures delivered by facsimile transmission, or as .pdf attachments to emails, shall constitute acceptable, binding signatures for purposes of this Consent Decree and Final Judgment.
- XIV. This Consent Decree and Final Judgment shall constitute a final judgment and order dismissing this action with prejudice as to all Settling Defendants, their officers, employees, and successors.
- XV. This Court retains jurisdiction of this action for the purpose of enforcing or modifying this Consent Decree and Final Judgment and for the purpose of granting such additional relief as may be necessary or appropriate.

SO ORDERED

on this 20 day of ~~September~~^{NOVEMBER}, 2017.

A

s/Nicholas G. Garaufis

HONORABLE NICHOLAS G. GARAUFIS
UNITED STATES DISTRICT JUDGE

IT IS HEREBY AGREED:

THE UNITED STATES OF AMERICA

September 15, 2017

BRIDGET M. ROHDE
Acting United States Attorney
Eastern District of New York

/s/ Thomas Price

THOMAS PRICE
JOHN VAGELATOS
Assistant United States Attorneys
271 Cadman Plaza East
Brooklyn, New York 11201
Telephone: (718) 254-7000
Fax: (718) 254-7489

September 15, 2017

CHAD A. READLER
Acting Assistant Attorney General
Civil Division
United States Department of Justice

ETHAN P. DAVIS
Deputy Assistant Attorney General
Civil Division

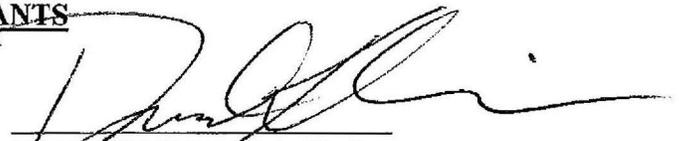
JILL P. FURMAN
Deputy Director
Consumer Protection Branch

/s/ Gabriel Scannapieco

GABRIEL H. SCANNAPIECO
Trial Attorney
Consumer Protection Branch
U.S. Department of Justice
P.O. Box 386
Washington, DC 20044-0386
Telephone: (202) 532-4665
Fax: (202) 514-8742

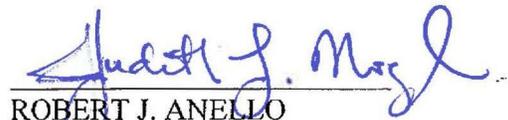
DEFENDANTS

September 8, 2017



DAVE KLEIN, on behalf of
MACROMARK, INC. as its Chief
Executive Officer

September 8, 2017



ROBERT J. ANELLO
JUDITH L. MOGUL
CURTIS B. LEITNER
MORVILLO ABRAMOWITZ GRAND
IASON & ANELLO PC
565 Fifth Avenue
New York, New York 10017
Telephone: (212) 856-9600

*Attorneys for Defendants MACROMARK,
INC.*

September __, 2017

MARY ELLEN MEYER

September __, 2017

SILVIA L. SERPE
SERPE RYAN LLP
1115 Broadway, 11th Floor
New York, New York 10010
Telephone: (212) 257-5010
Fax: (212) 981-2720

Attorneys for MARY ELLEN MEYER

DEFENDANTS

September __, 2017

DAVE KLEIN, on behalf of
MACROMARK, INC. as its Chief
Executive Officer

September __, 2017

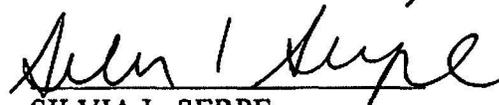
ROBERT J. ANELLO
JUDITH L. MOGUL
CURTIS B. LEITNER
MORVILLO ABRAMOWITZ GRAND
IASON & ANELLO PC
565 Fifth Avenue
New York, New York 10017
Telephone: (212) 856-9600

*Attorneys for Defendants MACROMARK,
INC.*

September 8, 2017


MARY ELLEN MEYER

September 8, 2017


SILVIA L. SERPE
SERPE RYAN LLP
1115 Broadway, 11th Floor
New York, New York 10010
Telephone: (212) 257-5010
Fax: (212) 981-2720

Attorneys for MARY ELLEN MEYER

EXHIBIT A

United States v. BDK Mailing GmbH, et al., 16-05264-NGG-RER
 Exhibit A to [Proposed] Consent Decree and Final Judgment

____ **Requests to Third Parties.** On the dates and in the manner listed below, I instructed the individuals identified below to provide to counsel for the United States all Covered Materials and all lists of any type compiled from recipients who have responded to any Covered Materials, to the extent such individual has or had any such lists in his or her possession, and not to retain copies of any such materials or lists. I indicate below whether the individual, as of the date of this certification, has confirmed that he or she has complied with this directive and the date of such confirmation.

Name of Third Party (name of corporate entity, if applicable, and address)	Communication of Instruction	Response
Name of entity/individual contacted: Address:	Date: Manner (e.g., phone, mail, email):	<input type="checkbox"/> Confirmed lists and Covered Materials provided to Counsel for United States Name of individual responding: Date of confirmation: Manner communicated (e.g., phone, mail, email): or <input type="checkbox"/> No response received within five business days
Name of entity/individual contacted: Address:	Date: Manner (e.g., phone, mail, email):	<input type="checkbox"/> Confirmed lists and Covered Materials provided to Counsel for United States Name of individual responding: Date of confirmation: Manner communicated (e.g., phone email): or <input type="checkbox"/> No response received within five business days

(Attach additional sheets if necessary)

EXHIBIT B



UNITED STATES POSTAL INSPECTION SERVICE

DOJ MAIL FRAUD TEAM

[Date]

First Name, Last Name

Address 1

Address 2

City, State Zip

Re: United States of America v. BDK Mailing GmbH, et al.
Civil Action Number 16-05264-NGG-RER

Dear Sir/Madam:

We are writing you because you previously mailed **[merge field—money/bearer instrument/personal item and specific amount of remission]** in response to a letter claiming you were entitled to receive a cash prize or a car. We are returning your **[merge field—money/bearer instrument/personal item and specific amount of remission]**.

The United States Department of Justice (DOJ) has filed civil charges against BDK Mailing GmbH, Mailing Force Pte. Ltd., Only Three Pte. Ltd., Chantal Seguy, Marion Elchlepp, Aurora Jouffroy-Brandtner, Macromark, Inc., Mary Ellen Meyer, Mail Order Solutions India Pvt. Ltd., Dharti B. Desai, and Mehul A. Desai. The case, filed in the Eastern District of New York, alleged that the defendants conducted a scheme to defraud consumers through the mail. Specifically, DOJ alleged that the defendants solicited payments from consumers by sending letters representing that the recipient was entitled to receive a large cash prize or other valuable prize in return for a payment in the range of \$50 to \$55. DOJ alleged that these representations were fraudulent and that consumers who sent in payments did not receive the promised cash or prizes. The letters were sent in the names of multiple different companies and individuals.

On September 22, 2016, the United States District Court made a probable cause determination that the defendants were violating and/or were about to violate the mail fraud statute. Among other things, the Court ordered the U.S. Postal Service to detain mail sent to Post Office boxes controlled by the defendants.

On _____ 2017, as part of a negotiated settlement, the District Court entered permanent injunctions against all defendants, prohibiting them from mailing advertisements representing that a consumer is entitled to receive a prize in return for a payment. This injunction also requires the U.S. Postal Inspection Service to return to consumers any currency, bearer instruments (such as money orders or travelers checks), or personal items that can be identified with a specific sender. Enclosed, please find the **[merge field—money/bearer instrument and specific amount of remission]** that was able to be identified as belonging specifically to you.

Should you have any questions about this notice, please contact Sabrina Holmes with the U.S. Postal Inspection Service at (202) 616-5634. For more information, visit **[insert URL for press release website.]**

DRAFT