

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

**VACATION PROPERTY SERVICES, INC.,
et al.,**

Defendants.

Case 8:11-cv-00595-JDW-MAP

**STIPULATED FINAL JUDGMENT AND ORDER
FOR PERMANENT INJUNCTION AS TO DEFENDANT ALBERT M. WILSON**

On March 22, 2011, Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its Complaint for permanent injunction and other relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101 – 6108 [Dkt. 1], charging Defendants Vacation Property Services, Inc. (“VPS”), Higher Level Marketing, Inc., Vacation Property Sellers, Inc., Albert M. Wilson (“Wilson”), David S. Taylor, and Frank M. Perry, Jr. with violating Section 5 of the FTC Act, 15 U.S.C. § 45, and the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310.

On March 23, 2012, the Court granted the FTC a Temporary Restraining Order against the Defendants. [Dkt. 8]

On April 20, 2011, the Court held a hearing on the FTC's Motion for Entry of a Preliminary Injunction. [Dkt. 58] And on May 4, 2011, the Court entered a Preliminary Injunction against Wilson and his company, VPS ("PI Order"). [Dkt. 69]

On May 21, 2012, the Court granted, in part, the FTC's Motion for Summary Judgment against Wilson. [Dkt. 140]

Plaintiff FTC and Defendant Albert M. Wilson agree to the entry of this Stipulated Final Judgment and Order for Permanent Injunction ("Order") by this Court to resolve all matters of dispute between them in this action.

NOW, THEREFORE, Plaintiff FTC, through its counsel, and Wilson, having filed a joint motion requesting the Court to enter this Order,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter and the parties.
2. Venue is proper as to all parties in the Middle District of Florida.
3. The activities of Wilson are or were in or affecting commerce, as defined in the FTC Act, 15 U.S.C. § 44.
4. Wilson is a telemarketer and/or seller for the purposes of the TSR.
5. The FTC's Complaint states a claim upon which relief may be granted against Wilson under Sections 5(a)(1), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a)(1), 53(b), and 57b; and under the TSR, 16 C.F.R. Part 310.

6. Wilson has waived any and all rights that may arise under the Equal Access to Justice Act, 28 U.S.C. § 2412, *amended by* Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), pertaining to any claim by the FTC arising out of this case.

7. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

8. The FTC and Wilson waive all rights to seek appellate review or otherwise challenge or contest the validity of this Order. Wilson further waives and releases any claim he may have against the FTC, its employees, agents, and representatives arising out of this action and under the terms of this Order.

9. Wilson waives his share of any and all claims to the assets of VPS, including any assets currently in possession of the Receiver appointed by the Court in this matter, Mark Bernet, Esq., and further stipulates that his share of any of these assets are to be transferred to the FTC to be used for equitable relief, as described in Section V (Equitable Monetary Relief).

10. Wilson has entered into this Order freely and without coercion. Wilson further acknowledges that he has read the provisions of this Order and is prepared to abide by them.

11. This Order is for settlement purposes only, and does not constitute an admission by Wilson that the allegations in the Complaint are true.

12. Entry of this Order is in the public interest.

13. There is no just reason for delaying the entry of this Order. Pursuant to Federal Rule of Civil Procedure 54, this Order directs the entry of a final judgment as to all of the claims the FTC alleged in the Complaint against Wilson and VPS.

DEFINITIONS

Each of the terms defined below refer to either the singular or plural, as appropriate to the context in which they appear.

1. “**Asset**” means any legal or equitable interest in, right to, or claim to, any real, personal, or intellectual property including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries, shares of stock, securities, inventory, checks, notes, accounts, credits, receivables (as those terms are defined in the Uniform Commercial Code), insurance policies, lines of credit, cash, trusts (including but not limited to asset protection trusts), lists of consumer names and reserve funds, or any other accounts associated with any payments processed by, or on behalf of, VPS, including, but not limited to, such reserve funds held by payment processors, credit card processors, banks or other financial institutions.

2. “**Assisting Others**” includes providing any of the following goods or services to another entity: (i) performing customer service functions, including, but not limited to, charging consumers for products or services, or receiving or responding to consumer complaints; (ii) formulating or providing, or arranging for the formulation or provision of, any sales script or other marketing material; (iii) providing names of, or assisting in the generation of, potential customers; (iv) performing or providing marketing or billing services of any kind; (v) processing credit and debit card payments; or (vi) acting as an officer or director of a business, corporation or other entity.

3. “**Document**” is synonymous in meaning and equal in scope to the usage of the term in the Federal Rules of Civil Procedure 34(a), and includes writing, drawings, graphs,

charts, Internet sites, Web pages, Web sites, electronic correspondence (including email, instant messages, text messages and other correspondence transmitted on cell phones, smart phones and other mobile devices), photographs, audio and video recordings, contracts, accounting data, advertisements (including, but not limited to, advertisements placed on the World Wide Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records and files, mobile electronic records and files, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

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

5. **“Receiver”** means the Receiver appointed by the Court in this matter, Mark Bernet, Esq.

6. **“Representative”** means a successor, assign, officer, agent, servant, employee, or attorney of VPS and Wilson, and any person or entity in active concert or participation with them who receives actual notice of this Order by personal service or otherwise.

7. **“Telemarketing”** means any plan, program, or campaign (whether or not covered by the TSR) that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones. Provided, however, that “Telemarketing” does

not include any plan, program, or campaign that involves only telephone calls made to, or received from, a business for the purpose of inducing or inquiring about the purchase of goods or services by the business or a charitable contribution by the business. Provided further that “Telemarketing” does include such calls made for the purpose of inducing the retail sale of nondurable office or cleaning supplies.

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

I.

BAN ON TELEMARKETING

Wilson, whether acting directly or through any Person or Representative, is permanently restrained and enjoined from engaging or participating in Telemarketing, or Assisting Others who are engaging or participating in Telemarketing.

II.

BAN ON TIMESHARE RESALE AND RENTAL PRODUCTS AND SERVICES

Wilson, whether acting directly or through any Person or Representative, is permanently restrained and enjoined from (i) advertising, marketing, promoting, offering for sale, or selling any Timeshare resale or rental products or services; and (ii) Assisting Others with advertising, marketing, promoting, offering for sale, or selling any Timeshare resale or rental products or services.

III.

BAN ON THE USE OF CONSUMER INFORMATION

Wilson, whether acting directly or through any Person or Representative, is permanently restrained and enjoined from disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account – including a credit card, bank account, or other financial account – of any Person that was obtained by any Defendant in connection with the sale of any product or service during the period: January 1, 2006 through the date of entry of this Order. Wilson must dispose of such customer information in all forms in his possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed. *Provided, however*, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by a law, regulation, or court order.

IV.

PROHIBITION AGAINST MISREPRESENTATIONS

In connection with the sale or selling of any goods or services, Wilson and his Representatives are hereby permanently restrained and enjoined from:

- A. Misrepresenting, directly or by implication, orally or in writing, to any potential purchaser of any goods or services, any material fact, including, but not limited to:

1. the total cost to purchase, receive, or use, and the quantity of, any goods or services that are subject to the sales offer;
 2. any material restrictions, limitations, or conditions to purchase, receive, or use the goods or services;
 3. any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for the goods or services; or
 4. the income, profits, or sales volume likely to be achieved from the goods or services.
- B. Providing substantial assistance to any third party to make any material misrepresentation, including, but not limited to, those misrepresentations prohibited by this Section.

V.

EQUITABLE MONETARY RELIEF

IT IS FURTHER ORDERED that monetary judgment is entered in favor of the FTC and against Wilson, in the amount of four million, three hundred twenty two thousand, one hundred seventy eight dollars and ninety four cents (\$4,322,178.94); *provided, however*, that based on the sworn representations in financial statements provided by Wilson (dated March 29, 2011 and April 13, 2011) and VPS (dated March 31 and April 13, 2011) and the sworn testimony that Wilson provided at depositions held on July 21, 2011 and October 5, 2011, full payment of the foregoing amount shall be suspended upon satisfaction of the obligations set forth in Subsections A through G of this Section, and subject to the conditions set forth in Section VI (Right to Reopen):

A. Effective upon entry of this Order, Wilson shall surrender to the Receiver all control, title, dominion, and interest in the assets listed below:

1. VPS and all its assets;
2. all assets of Wilson or VPS in the possession of the Receiver;
3. the 2002 Porsche 911 identified in Section E(2) of the PI Order; and
4. the Spectre Boat identified in Section E(3) of the PI Order.

B. Effective upon entry of this Order, the following shall occur:

1. Wilson shall immediately put the property located at 1979 Kansas Ave. NE, Saint Petersburg, FL 33703, identified as the Vacant Lot in Section E(4) of the PI Order, for sale and pay to the FTC the sum of one hundred twenty thousand dollars (\$120,000.00) immediately upon the sale of the Vacant Lot. If Wilson sells the Vacant Lot more than 180 days after the entry of this Order, he shall pay to the FTC upon such sale one hundred twenty thousand dollars (\$120,000.00), less any payments made pursuant to Sections V(B)(2)&(3).
2. If the Vacant Lot has not been sold within one hundred and eighty (180) days of the entry of this Order, Wilson shall pay to the FTC the sum of forty thousand dollars (\$40,000.00) on, no later than, the one hundred and eightieth day following entry of this Order. Upon the making of such payment, Wilson's obligations pursuant to Section V(B)(1) above shall be reduced by the amount of the payment made pursuant to this paragraph –

i.e., the amount due following this payment will be eighty thousand dollars (\$80,000).

3. If the Vacant Lot has not been sold within five hundred and forty (540) days of the entry of this Order, Wilson shall pay to the FTC an additional forty thousand dollars (\$40,000.00) on, no later than, the three hundred and sixtieth day following entry of this Order. Upon the making of such payment, Wilson's obligations pursuant to Section V(B)(1) above shall be reduced by the amount of the payment made pursuant to this paragraph – i.e., the amount due following this payment will be forty thousand dollars (\$40,000).
4. If the Vacant Lot has not been sold within nine hundred (900) days of the entry of this Order, Wilson shall pay to the FTC an additional forty thousand dollars (\$40,000.00) on, no later than, the five hundred and fortieth day following entry of this Order. Upon the making of such payment, Wilson's obligations pursuant to Section V(B)(1) above shall be reduced by the amount of the payment made pursuant to this paragraph and, if the total of all payments made pursuant to Sections V(B)(2)-(4) is equal to or exceeds one hundred twenty thousand dollars (\$120,000), Wilson's obligations under Section V(B)(1) above shall terminate.
5. In the event of any default in remitting the payments required by Sections V(B)(1)-(4) that continues for thirty (30) days beyond the due date of payment, the entire remaining balance due to the FTC, pursuant to

Sections V(B)(1)-(4), together with interest, as computed pursuant to 28 U.S.C. § 1961 from the entry date of this Order, shall immediately become due and payable.

6. As security for the payments required by Sections V(B)(2)-(4), Wilson hereby grants the Commission liens on, and security interests in, the Vacant Lot, together with all dwelling houses, docks, other structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto, or which hereafter may be added or attached thereto, and all replacements, substitutions therefore or thereto, and proceeds thereof, whether presently existing or hereafter arising (collectively, the "Collateral"). This Order shall constitute a lien on the Collateral for purposes of granting the Commission a secured interest with respect to the \$120,000 owed by Wilson to the FTC pursuant to this Order.
7. Wilson represents and acknowledges that the Commission is relying on the material representations that Wilson is the sole owner in fee simple of the Collateral, title to the Collateral is marketable, and the Collateral currently is not encumbered by any other lien, mortgage, deed of trust, assignment, pledge, loan, security interest or other interest, and that the amount of outstanding taxes on the Collateral does not exceed \$10,000.
8. Wilson agrees to subordinate any liens, mortgages, deeds of trust, assignments, pledges, security interests or other interests that Wilson has in the Collateral to the liens and security interests granted herein to the

Commission. Although Wilson shall market the Collateral for sale, Wilson further agrees that, as of the date on which he signs this Order, he shall refrain from transferring, converting, encumbering, selling, assigning, or otherwise disposing of the Collateral, except with the express prior written permission of counsel for the Commission or in accordance with the release provisions of this Order.

9. Wilson shall cooperate fully with the Commission in preparing, executing, and recording any necessary instruments and documents, including but not limited to financing statements and continuation statements, and doing whatever else the Commission deems reasonably necessary or desirable to perfect, evidence, and continue its liens on and security interest in the Collateral. If requested by the FTC, Wilson shall execute, and deliver to the Commission mortgages, security agreements, UCC-1 financing statements, and other documents in form and substance satisfactory to the Commission, record such documents through the Receiver, and take such other steps as the Commission deems necessary or desirable to perfect and evidence its liens on and security interests in the Collateral, and to carry out the purposes of this Order. The Receiver shall assist in preparing and filing all such documents.
10. Upon Wilson's timely and complete satisfaction of the payments required by Sections V(B)(1)-(4), at Wilson's written request, the Commission agrees to release all liens and security interests granted herein and Wilson

shall be responsible for preparing and filing (at his expense) termination or other statements reasonably required in connection therewith. The Commission shall also promptly release such liens and security interests to the extent necessary to permit the sale or encumbrance of part or all of the Collateral if the net proceeds of such sale or financing are remitted directly to the Commission immediately upon closing of a sale or financing in partial or complete satisfaction of Sections V(B)(1)-(4) of this Order. Wilson shall pay all fees and costs related to such closing and such release, including but not limited to attorneys' fees and filing fees, which may be paid from the gross proceeds of the closing.

C. For purposes of the payments set forth in Subsection B above, Wilson shall remit the required payments to the FTC by certified check(s) or other guaranteed funds payable to the FTC, Financial Management Office, or by wire transfer in accordance with directions provided by the FTC. The check(s) or written confirmation of the wire transfer(s) shall be delivered to:

Associate Director
Division of Marketing Practices
H-286
600 Pennsylvania Avenue, NW
Washington, DC 20580

Wilson shall cooperate in good faith with the FTC to effectuate these transfers, as set forth herein.

D. For all assets listed in Subsection A above, Wilson shall, within five (5) days of entry of this Order, execute such Documents as necessary to transfer title of those assets to the FTC or its designated transferee, and Wilson shall, within five (5) days of entry of

this Order, deliver physical custody of such assets to the Receiver. Wilson shall cooperate in good faith with the FTC to effectuate these transfers. The Receiver shall, as soon as practicable upon receipt of such assets and transfer of titles pursuant to this Section, commence their liquidation using a commercially reasonable procedure, and Wilson shall have no right to challenge said liquidation. Any transfer fees, taxes, or other payments mandated from the transferor under state law shall be paid from the proceeds of each sale at the time each such asset is sold. Following liquidation of such assets, the Receiver shall forward the net proceeds to the FTC within thirty (30) days, as the FTC may direct.

E. Any funds paid pursuant to this Section V shall be deposited into a fund administered by the FTC or its agent to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the FTC may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Wilson's practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited in the United States Treasury as disgorgement. Wilson shall have no right to challenge the FTC's choice of remedies under this Section.

F. Wilson relinquishes all dominion, control, and title to the funds paid to the fullest extent permitted by law. Wilson shall make no claim to the funds or demand return of the funds, directly or indirectly, through counsel or otherwise.

G. Wilson agrees that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the FTC to enforce its rights to any payment or money judgment pursuant to this Order, including, but not limited to, a nondischargeability complaint in any bankruptcy case. Wilson further stipulates and agrees that the facts alleged in the Complaint establish all elements necessary to sustain an action pursuant to, and that this Order shall have, collateral estoppel effect for purposes of, Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S. C. § 523(a)(2)(A).

VI.

RIGHT TO REOPEN

A. The FTC's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of: (1) Wilson's sworn financial statements and supporting Documents that Wilson submitted to the FTC (as well as all subsequent addenda thereto), all of which Wilson asserts were truthful, accurate, and complete at the time they were submitted, and (2) the deposition testimony given by Wilson with respect to his assets and income. Wilson and the FTC stipulate that these documents, information and testimony provide the bases for the assets listed in Section V (Equitable Monetary Relief), and include material information upon which the FTC relied in negotiating and agreeing to this Order.

B. If, upon motion by the FTC, this Court finds that Wilson failed to disclose any material asset or materially misstated the value of any asset in the deposition testimony, financial statements or related Documents described above, or made any other material

misstatement or omission in the financial statements, related Documents or asset deposition testimony described in Sections V (Equitable Monetary Relief) and VI (Right to Reopen) of this Order, then this Order shall be reopened and suspension of the judgment shall be lifted for the purpose of requiring payment of monetary relief in the amount of four million, three hundred twenty two thousand, one hundred seventy eight dollars and ninety four cents (\$4,322,178.94), less the sum of any amounts paid to the FTC pursuant to Section V (Equitable Monetary Relief). *Provided, however*, that in all other respects this Order shall remain in full force and effect, unless otherwise ordered by the Court.

C. Upon any reinstatement of the monetary judgment, the Court shall make an express determination that the monetary judgment shall be immediately due and payable as to Wilson. The FTC shall be entitled to interest on the judgment, computed from the day of entry of this Order, at the rate prescribed by 18 U.S.C. § 1961, as amended, on any outstanding amounts not paid. The FTC shall be permitted to execute on the judgment immediately after the suspension is lifted and engage in discovery in aid of execution.

D. Proceedings initiated under this provision would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any proceedings that the FTC may initiate to enforce this Order. For purposes of this Section, Wilson waives the right to contest any of the allegations in the Complaint.

VII.

LIFTING OF ASSET FREEZE

IT IS FURTHER ORDERED that the freeze against Wilson's Franklin Templeton IRA, set forth in Section E(1) of the PI Order, shall be lifted upon the entry of this Order. The freeze pertaining to Wilson's 2002 Porsche 911, Spectre Boat and Vacant Lot – set forth in Sections E(2)-(4) of the PI Order – shall be lifted upon entry of this Order solely for the purpose of allowing Wilson to satisfy his obligations pursuant to Section V (Equitable Monetary Relief) of this Order.

VIII.

COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that Wilson shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint, cooperate in good faith with the FTC and appear at such places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of Documents, and for such other matters as may be reasonably requested by the FTC. If requested in writing by the FTC, Wilson shall appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the Complaint, without the service of a subpoena.

IX.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of (i) monitoring and investigating compliance with any provision of this Order, and (ii) investigating the accuracy of Wilson's financial representations upon which the FTC's agreement to this Order is expressly premised:

A. Within ten (10) days of receipt of written notice from a representative of the FTC, Wilson shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce Documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in Wilson's possession or direct or indirect control to inspect the business operation.

B. In addition, the FTC is authorized to use all other lawful means, including but not limited to:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69; and
2. having its representatives pose as consumers and suppliers to any entity managed or controlled in whole or in part by Wilson, without the necessity of identification or prior notice.

C. Wilson shall permit representatives of the FTC to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

Provided however, that nothing in this Order shall limit the FTC's lawful use of compulsory

process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

X.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Order,
 1. Wilson shall notify the FTC of the following:
 - a) Any changes in his residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change.
 - b) Any changes in his employment status (including self-employment), and any change in his ownership in any business entity within ten (10) days of the date of such change. Such notice shall include (i) the name and address of each business that he is affiliated with, employed by, creates or forms, or performs services for; (ii) a detailed description of the nature of the business; and (iii) a detailed description of his duties and responsibilities in connection with the business or employment.
 - c) Any changes in his name or use of any aliases or fictitious names within ten (10) days of the date of such change.
 2. Wilson shall notify the FTC of any changes in structure of any business

entity that he directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to (i) incorporation or other organization; (ii) a dissolution, assignment, sale, merger, or other action; (iii) the creation or dissolution of a subsidiary, parent, or affiliate; or (iv) a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any such change in the business entity about which Wilson learns less than thirty (30) days prior to the date such action is to take place, Wilson shall notify the FTC as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of five (5) years, Wilson shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which he complied and is complying with this Order. This report shall include, but not be limited to,

1. Wilson's then-current residential address, mailing addresses, and telephone numbers;
2. Wilson's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that Wilson is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Wilson's duties and responsibilities in connection with the business or employment;
3. any other changes required to be reported under Subsection A of this

Section; and

4. a copy of each acknowledgment of receipt of this Order, obtained pursuant to Section XII (Distribution of Order).
- C. Wilson shall notify the FTC of the filing of a bankruptcy petition by him within fifteen (15) days of filing.
- D. For the purposes of this Order, Wilson shall, unless otherwise directed by the FTC's authorized representatives, send by overnight courier all reports and notifications required by this Order to the FTC, to the following address:

Associate Director for Enforcement
Bureau of Consumer Protection
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580

RE: *FTC v. Vacation Property Services, Inc. et al., No. 8:11-cv-595-T-27*

Provided that, in lieu of overnight courier, Wilson may send such reports or notifications by first-class mail, but only if Wilson contemporaneously sends an electronic version of such report or notification to the FTC at: DEBrief@ftc.gov.

- E. For purposes of the compliance reporting and monitoring required by this Order, the FTC is authorized to communicate directly with Wilson.

XI.

RECORDKEEPING

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Order, Wilson – for any business for which he is the majority owner or directly or indirectly controls – is hereby restrained and enjoined from failing to create and retain the

following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues.
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable.
- C. customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
- D. Complaints and refund requests (whether received directly or indirectly, such as through a third party,) and any responses to those complaints or requests.
- E. Copies of all sales scripts, training materials, advertisements, or other marketing materials.
- F. All records and Documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Section XII (Distribution of Order) and XIII (Acknowledgment of Receipt of Order) and all reports submitted to the FTC pursuant to the Section X (Compliance Reporting).

XII.

DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry

of this Order, Wilson shall deliver copies of the Order as directed below:

A. Wilson as control person: For any business that Wilson controls, directly or indirectly, or in which Wilson has a majority ownership interest, he must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of Section X (Compliance Reporting). For current personnel, delivery shall be within five (5) days of entry of this Order. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of Section X, delivery shall be at least ten (10) days prior to the change in structure.

B. Wilson must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

XIII.

ACKNOWLEDGMENT OF RECEIPT OF ORDER

IT IS FURTHER ORDERED that Wilson, within five (5) business days of receipt of this Order as entered by the Court, must submit to the FTC a truthful sworn statement acknowledging receipt of this Order.

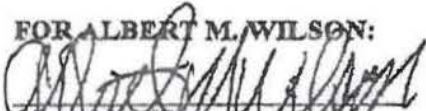
XIV.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for

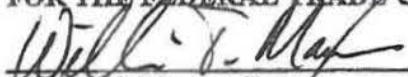
purposes of construction, modification, and enforcement of this Order.

FOR ALBERT M. WILSON:


Albert M. Wilson

Date: 8-20, 2012

FOR THE FEDERAL TRADE COMMISSION:



William T. Maxson, Esq.

Date: August 21, 2012

Dotan Weinman, Esq.
Federal Trade Commission
600 Pennsylvania Avenue, NW, H-286
600 Pennsylvania Avenue, NW, H-286
Washington, DC 20580
Telephone: (202) 326-2635 (Maxson)
(202) 326-3049 (Weinman)
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DONE AND ORDERED, this 23rd day of August, 2012.


JUDGE JAMES D. WHITTEMORE
United States District Judge