

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

***In re* SANCTUARY BELIZE  
LITIGATION**

Civil No. **PJM 18-3309**

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**PROPOSED ORDER FOR PERMANENT INJUNCTION AND MONETARY  
JUDGMENT AGAINST DEFENDANTS ANDRIS PUKKE, PETER BAKER, AND LUKE  
CHADWICK**

The Federal Trade Commission (“FTC”) has filed an Amended Complaint for Permanent Injunction and Other Equitable Relief (“Amended Complaint”), pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, alleging that Defendants Andris Pukke, Peter Baker, and Luke Chadwick violated the FTC Act and the Telemarketing Sales Rule through the deceptive marketing of lots in a development known variously as Sanctuary Bay, Sanctuary Belize, and The Reserve (for ease, “Sanctuary Belize”). Following a trial on the merits, which commenced on January 22, 2020 and concluded on February 12, 2020, and as detailed in the accompanying Memorandum Opinion dated August 28, 2020, the Court has found Pukke, Baker, and Chadwick liable on all counts. To the extent necessary, the Court amends the allegations in the Amended Complaint to conform to the proof at trial.

**IT IS THEREFORE ORDERED:**

## FINDINGS

1. This Court has jurisdiction over this matter.
2. The Amended Complaint charges that Andris Pukke, Peter Baker, and Luke Chadwick, along with their fellow Defendants, controlled and participated in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, as well as in violation of the Telemarketing Sales Rule, 16 C.F.R. Part 310, in connection with the sale of lots in a development in Belize known variously as Sanctuary Bay, Sanctuary Belize, and The Reserve (for ease, “Sanctuary Belize”).
3. Although the relevant Findings of Fact are more fully set out in the accompanying Memorandum Opinion, and are incorporated herein, the Court makes the following Findings in accordance with that Opinion:
  - a. Since 2005, Pukke, Baker, and their co-Defendants have sold lots in the development known by various names and identified herein as Sanctuary Belize.
  - b. For his part, Luke Chadwick controlled or participated in these acts or practices commencing in 2008.
  - c. Following the 2008 settlement between the Receiver and Sittie River Wildlife Reserve, Pukke, Baker, and Chadwick took steps to hide Andris Pukke’s involvement in Sanctuary Belize, including through Pukke’s use of aliases such as “Marc Romeo” and “Andy Storm.”
  - d. Under the control of Pukke, Baker and Chadwick, and frequently with their direct participation, all Corporate Defendants and Individual Defendants participated in the sale of Sanctuary Belize lots through telemarketers in the United States, while making the following claims, all of which were and are false and material:

- i. That Defendants used a “no debt” business model to develop Sanctuary Belize which would make lots in Sanctuary Belize a less risky investment than one in which the developer would make payments to lenders;
- ii. That every dollar Defendants collected from Sanctuary Belize lot sales would go back into the development;
- iii. That Defendants would finish Sanctuary Belize quickly, including within two to three years, or within five years;
- iv. That finished Sanctuary Belize would have all of the amenities expected of an American luxury resort community, such as: (i) a hospital staffed with American physicians and nurses near the development; (ii) an emergency medical center near the downtown “Marina Village;” (iii) a championship-caliber golf course; (iv) a local airport within the development; (v) a new international airport nearby with direct flights to and from the United States; (vi) a “Marina Village” containing high-end boutiques, restaurants, cafes, an American-style grocery store, an elegant casino, and a hotel; and (vii) a 250-slip world-class marina;
- v. That consumers could realize the rapid appreciation of their lots within Sanctuary Belize because there is a robust resale market through which consumers could easily resell their lots should they choose to do so; and

vi. That Andris Pukke has had no meaningful involvement with Sanctuary Belize or with the Defaulting Corporate Defendants.<sup>1</sup>

e. These representations were likely to mislead consumers acting reasonably under the circumstances, these representations were material, and consumers relied on these representations.

f. SBE initiates or receives interstate telephone calls from consumers as part of a program to sell services to those consumers.

g. SBE offers to provide goods and services through telemarketing.

h. Pukke, Baker, and Chadwick knew or should have known that said claims were false at the time they were made, or were at the least recklessly indifferent to the truth of the claims.

i. As a result of these false claims, consumers paid the Defendants at least one hundred twenty million, two hundred thousand dollars (\$120,200,000) for their lots.

### DEFINITIONS

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

B. “**Corporate Defendant(s)**” means Global Property Alliance, Inc., Sittee River Wildlife Reserve, Buy Belize, LLC, Buy International, Inc., Foundation Development Management, Inc., Eco-Futures Development, Eco-Futures Belize Limited, Power Haus

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<sup>1</sup> Defendants also made a claim that lots sold to purchaser would appreciate in value from 100% to 500% within two to three years. As set forth in the Memorandum Opinion, the Court did not find this claim to be a violation of the FTC or the TSR.

Marketing, Newport Land Group LLC, Sanctuary Belize Property Owners' Association, Prodigy Management Group LLC, Foundation Partners, BG Marketing, LLC, Ecological Fox, LLC, Belize Real Estate Affiliates LLC, Exotic Investor LLC, Southern Belize Realty LLC, and Atlantic International Bank Ltd. and each of their subsidiaries, affiliates, successors, and assigns.

C. **"Defendant(s)"** means the Corporate Defendants, Individual Defendants, and Relief Defendants, collectively, or in any combination.

D. **"Individual Defendant(s)"** means Andris Pukke, Peter Baker, Luke Chadwick, John Usher, Rod Kazazi, Brandi Greenfield, Frank Costanzo, and Michael Santos individually, collectively, or in any combination.

E. **"Real Estate Good or Service"** means any interest in, service related to, or development of, any real estate containing or involving three or more lots or units of any kind.

F. **"Receiver"** means the receiver appointed in Section VI of this Order and any deputy receivers who shall be named by the temporary receiver.

G. **"Receivership Asset"** means any and all Assets ordered to be turned over or relinquished to the Receiver pursuant to this Order.

H. **"Receivership Entities"** means the Corporate Defendants (except Atlantic International Bank, Ltd.), 2729 Bristol LLC, and 3905 Marcus LLC, as well as any other entity that: (1) was located at, registered to, or operated from 3333 Michelson Drive, Suite 500, Irvine, California as of November 7, 2018, and assists, facilitates, or otherwise conducts business related to the sale of real estate in Belize; (2) assists, facilitates, or otherwise conducts business related to the acts identified in the Findings of Fact in this Order, and is owned or controlled by any Defendant; or (3) Assets that are otherwise in the Receivership and that are corporations or other legal entities.

I. **"Relief Defendant(s)"** means Angela Chittenden, Beach Bunny Holdings LLC, the Estate of John Pukke, John Vipulis, and Deborah Connelly.

J. “**Telemarketing**” means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.

## **ORDER**

### **I. BAN ON REAL ESTATE GOODS AND SERVICES**

IT IS ORDERED that Pukke, individually, collectively, or in any combination, is permanently restrained and enjoined from advertising, marketing, promoting, or offering for sale, or assisting others in the advertising, marketing, promoting, or offering for sale of any Real Estate Good or Service, whether directly or through an intermediary, including by consulting, brokering, planning, investing, or advising. Further, Baker and Chadwick, individually, collectively, or in any combination, are permanently restrained and enjoined from any involvement with Sanctuary Belize or any future incarnation. Baker, individually, collectively, or in any combination, is also permanently restrained and enjoined from any involvement with the development known as “Kanantik.” The Court defers ruling on Chadwick’s involvement with the development known as “Kanantik.”

### **II. BAN ON TELEMARKETING**

IT IS FURTHER ORDERED that Pukke, Baker, and Chadwick individually, collectively, or in any combination, are permanently restrained and enjoined from Telemarketing or assisting others in Telemarketing in any commercial enterprise whatsoever, whether directly or through an intermediary, including by consulting, brokering, planning, investing, or advising.

### **III. PROHIBITION AGAINST MISREPRESENTATIONS IN THE SALE OF ANY GOOD OR SERVICE**

IT IS FURTHER ORDERED that Pukke, Baker, and Chadwick individually, collectively, or in any combination, and their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order,

whether acting directly or indirectly, in connection with advertising, marketing, promoting, or offering for sale any good or service of any nature whatsoever, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- A. That the use of a “no debt” business model makes an investment less risky than one in which an entity or individual must make payments to lenders;
- B. That every dollar, or the vast majority of dollars, collected from selling the good or service will be used to develop the good or service;
- C. That, unless guaranteed, the good or service will be completed or available within a specified period of time, such as a particular number of weeks, months, or years;
- D. That, unless guaranteed, the good or service will feature specific amenities;
- E. That consumers can realize the appreciation of their good or service because there is a robust resale market through which consumers can easily resell their good or service should they choose to do so;
- F. That any particular person or entity has no meaningful involvement with the relevant business when the person or entity in fact does; and
- G. That any other fact material to consumers concerning any good or service is true, if there is any basis for believing it is not true. This includes, as to any good or service: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

#### **IV. EQUITABLE MONETARY JUDGMENT**

IT IS FURTHER ORDERED that:

- A. Judgment in the amount of one hundred twenty million, two hundred thousand dollars (\$120,200,000) is entered in favor of the FTC against Pukke and Baker, jointly and severally, as equitable monetary relief (“Equitable Monetary Judgment”). The judgment against

Chadwick in favor of the FTC will be determined at a later date, but in any case, it will be joint and several with Pukke, Baker, Usher and the defaulting Corporate Defendants.

B. In accordance with this Order, Pukke, Baker, and Chadwick, their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, must transfer forthwith to the FTC within thirty (30) days all Assets (other than personal use real estate) subject to the direct or indirect control of Pukke, Baker, or Chadwick less than or equal to the Equitable Monetary Judgment (as reduced by the amounts, if any, already distributed to the FTC), regardless of where they are held and under what name they are held. This transfer shall be made by electronic fund transfer in accordance with instructions provided by a representative of the FTC. *Provided, however*, that Pukke, Baker, and Chadwick may each withhold no more than a total of \$5,000 in such assets other than personal use real estate. If any of them intends to withhold any such funds, he shall within thirty (30) days of entry of this Order provide prior written notice to counsel for the FTC, sworn to under penalty of perjury, that he intends to withhold such Assets and shall submit a written report detailing the source (e.g, employment—and, if so, from what employment—or inheritance or gift—and, if so, from whom and when), the location, and the amount of the funds being withheld. Should the FTC deem the proposed withholding inappropriate, it may move the Court for appropriate relief.

C. Pukke, Baker, and Chadwick shall forever relinquish and no longer have any rights to any and all Assets previously transferred in fact or by operation of law to the Receiver, pursuant to the prior Temporary Restraining Order (ECF No. 13) entered on November 5, 2018, the Interim Preliminary Injunction (ECF No. 34) entered on November 20, 2018, or the Preliminary Injunction (ECF No. 615) entered on October 3, 2019. The Receiver shall retain possession or control of those Assets in accordance with the terms of the present Order and the Receiver shall marshal and then liquidate all such assets for the benefit of the FTC, in such



sequence and at such time or times as the Receiver in its discretion shall deem appropriate. For clarity, these Assets are Receivership Assets.

D. Pukke, Baker, and Chadwick, and their officers, agents, employees, and attorneys, shall, within thirty (30) days of the entry of this Order, take all steps possible or necessary to transfer to the Receiver all Assets that Pukke, Baker, or Chadwick own or control, directly or indirectly, or which are held for their benefit, that exceed \$2,500 in value (as determined by the Receiver) that they have not otherwise been ordered to transfer pursuant to paragraph B above. Said Defendants shall be entitled to the benefit of any homestead law provided by the State of California. Once the Receiver has disbursed to the FTC an amount equal to the Equitable Monetary Judgment, the provisions of this sub-paragraph IV.D shall no longer apply. For clarity, these Assets are Receivership Assets. Additionally, and also for clarity, Pukke, Baker, and Chadwick each shall have an ongoing obligation, by the end of each calendar month, to apprise the FTC and Receiver of their total current income (and any change in income) and the acquisition of any additional Assets new or used, worth, or potentially worth, more than \$2,500. Additionally, Pukke, Baker, and Chadwick each shall, within the same time period, report to the Receiver the acquisition, by any means, of any Asset that may be worth \$2,500 or more. Pukke, Baker, and Chadwick each has ongoing obligations to transfer to the FTC, in accordance with instructions from an FTC representative, employment income that they receive in excess of \$5,000 per month and shall transfer to the Receiver all other Assets, new or used, that they acquire or control, by any other means, valued at more than \$2,500, as determined by the Receiver. For clarity, these provisions necessarily pertain to income and Assets acquired after the entry of this Order and these obligations shall continue in effect until the receivership has been closed by the Court, the Equitable Monetary Judgment has been fully satisfied, or upon further Order of the Court. If, upon the closure of the receivership the Equitable Monetary Judgment has not been satisfied, Pukke, Baker, and Chadwick each shall make the same reports

detailed above to the FTC and, pursuant to instructions from an FTC representative, transfer income and assets to the FTC or for the FTC's benefit pursuant to those instructions. Pukke, Baker, and Chadwick shall make the required reports to the FTC by email to current FTC counsel of record as well as emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:

Associate Director for Enforcement, Bureau of Consumer Protection  
Federal Trade Commission,  
Attn: *In re Sanctuary Belize Litigation*, 18-cv-3309 (D. Md.), FTC File No. X040009  
600 Pennsylvania Avenue, NW  
Washington, DC 20580.

Within fourteen (14) days after receiving instructions from an FTC representative, Pukke, Baker, and Chadwick shall then transfer, liquidate, and/or dispose of the Asset(s) in accordance with the FTC's instructions. All reports completed pursuant to this paragraph must be signed and sworn to under penalty of perjury.

E. Pukke, Baker, and Chadwick individually, collectively, or in any combination, and their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, shall fully cooperate with and assist the FTC and the Receiver with the turnover of Assets pursuant to this Order, and are hereby restrained and enjoined from directly or indirectly:

1. Interfering with the FTC's and Receiver's efforts to manage, or take custody, control, or possession of, the Assets ordered to be turned over to the FTC or the Receiver;
2. Transacting any of the business of any Receivership Entity or any entity that itself is a Receivership Asset;
3. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any Assets ordered to be turned over to the FTC or the Receiver; or

4. Refusing to cooperate with the FTC or the Receiver, or the Receiver's duly authorized agents, in the exercise of their duties or authority under any order of this Court.

**V. ADDITIONAL MONETARY PROVISIONS**

A. Pukke, Baker, and Chadwick shall relinquish dominion and all legal and equitable right, title, and interest in all Assets turned over or relinquished pursuant to this Order and may not, with prior authorization of the Court, seek the return of any Assets.

B. All money paid to the FTC pursuant to this Order may be deposited into a fund administered by the FTC or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. Said Defendants shall have no right to challenge any actions the FTC or its representatives may take pursuant to this paragraph, nor may they otherwise challenge the ultimate disposition of the Assets turned over to the FTC or the Receiver.

C. Within thirty (30) days following the entry of this Order, Defendants Pukke, Baker, and Chadwick each shall complete and submit to the FTC and the Receiver the attached Financial Statement of Individual Defendant. Thereafter, Pukke, Baker, and Chadwick each shall recomplete and submit to the FTC and the Receiver the same form (or similar form to be provided by the FTC) upon one (1) year following the entry of this Order and must recomplete and submit to the FTC that same form every year thereafter until they receive notice from the FTC that they need not continue to complete such forms or they have satisfied in full the Equitable Monetary Judgment. Each such form must be submitted with all of the required and specified attachments. Each such form must be signed and sworn to under penalty of perjury. The forms must be submitted electronically to FTC counsel of record in this matter in a manner to be specified by FTC counsel. Additionally, the forms must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:

Associate Director for Enforcement, Bureau of Consumer Protection  
Federal Trade Commission  
Attn: *In re Sanctuary Belize Litigation*, 18-cv-3309 (D. Md.), FTC File No. X040009  
600 Pennsylvania Avenue, NW  
Washington, DC 20580.

D. The asset freeze imposed on Pukke, Baker, and Chadwick pursuant to the prior Temporary Restraining Order (ECF No. 13) entered on November 5, 2018, Interim Preliminary Injunction (ECF No. 34) entered on November 20, 2018, or Preliminary Injunction (ECF No. 615) entered on October 3, 2019, is hereby modified to the extent necessary to permit the transfers identified in the Equitable Monetary Judgment Section. Upon full satisfaction of the Equitable Monetary Judgment, the FTC shall make a full report of satisfaction, at which time the Court, upon review and approval of the report, shall dissolve the asset freeze.

E. Upon full satisfaction of the Equitable Monetary Judgment, closure of the Receivership, or a subsequent order of the Court, following formal notice by the Receiver to the Court that the Receiver is satisfied that Pukke and Baker have fully transferred to the Receivership all Assets that they hold greater in value than \$2,500 (as determined by the Receiver), the Receiver shall return to Pukke and Baker any passports it holds in their names within thirty (30) days of the giving of notice. The FTC, Pukke, and Baker shall have an opportunity to comment upon such proposed transfer of passports. The return of a passport shall not be construed as a concession that Pukke or Peter Baker has turned over all Assets he is required to turn over pursuant to this Order or that he has satisfied the Equitable Monetary Judgment.

## **VI. RECEIVER**

IT IS FURTHER ORDERED that Robb Evans & Associates LLC is appointed as Receiver for all Assets ordered to be turned over to the Receiver pursuant to this Order. It shall

have full powers of an equity receiver. The Receiver shall be solely the agent of this Court in acting as Receiver under this Order.

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

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

- A. Take exclusive control, custody, and possession of all Receivership Assets.
- B. Conserve, hold, manage, and prevent the loss of all Receivership Assets, and perform all acts necessary or advisable to preserve the value of those Assets. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to any entity that is a Receivership Asset or otherwise due or owing to Pukke, Baker, or Chadwick as a result of any Receivership Assets. The Receiver shall have full power to sue for, collect, and receive, all Receivership Assets. *Provided, however,* that the Receiver shall not attempt, without prior Court approval, to collect any amount from a consumer if the Receiver believes the consumer's debt has resulted from deceptive acts or practices or other violations of law.
- C. Liquidate, through fair market sales or similar transactions, all Receivership Assets, following a motion and order from the Court approving the sale or liquidation. The Receiver shall take steps to ensure that the full fair market value of any Asset is obtained by the receivership estate in any sale or liquidation.
- D. Disburse periodically to the FTC any liquidated Assets and, upon the liquidation of all Receivership Assets, disburse all proceeds to the FTC, less its Court-approved fees and expenses or reasonably anticipated potential expenses including, without limitation, expenses or liabilities not yet known at the time of the disbursements, as approved by the Court. *Provided* that, at the time of a periodic disbursement to the FTC, the Receiver shall also disburse to the

FTC the amount of any and all withheld prior anticipated potential expenses that were not in fact incurred.

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

F. Make payments and disbursements from the receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order, and to incur, or authorize the making of, such agreements as may be necessary and advisable in discharging his or her duties as Receiver. The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred, except payments that the Receiver deems necessary or advisable to secure Receivership Assets, such as rental payments;

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

H. Prevent the inequitable distribution of Assets and determine, adjust, and protect the interests of consumers who have transacted business with Pukke, Baker, Chadwick, any entity that is a Receivership Asset, or the Receivership Entities;

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

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

K. Demand from any person or entity documents and records pertaining to the Receivership Assets within three (3) days after delivery of the Order by mail, courier, email, or

other method by which the recipient receives a copy of this Order, in addition to obtaining discovery pursuant to the Federal Rules of Civil Procedure, including subpoenas seeking documents and/or testimony under Rule 45;

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

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

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

O. Suspend business operations of any entity that is a Receivership Asset if in the judgment of the Receiver such operations cannot be continued legally and profitably; and

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

### **VIII. STAY OF ACTIONS**

IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of the receivership ordered herein, Defendants and their officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, and their corporations, subsidiaries, divisions, or affiliates, and all investors,

creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all others acting for or on behalf of such persons, are hereby enjoined from taking any action that would interfere with the exclusive jurisdiction of this Court over the Receivership Assets, including, but not limited to:

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

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

C. Filing or enforcing any lien on any Receivership Asset, taking or attempting to take possession, custody, or control of any Receivership Asset; or attempting to foreclose, forfeit, alter, or terminate any interest in any Receivership Asset, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise.

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

#### **IX. COMPENSATION OF RECEIVER**

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-



of-pocket expenses incurred by them, from the Assets now held by, in the possession or control of, or which may be received by, the receivership estate. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than sixty (60) days after the date of entry of this Order. The Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court. Whenever the Receiver submits such a request for payment, or at other times within the Receiver's discretion, the Receiver shall also submit a report regarding: (1) the steps taken by the Temporary Receiver to implement the terms of this Order; (2) the value of all liquidated and unliquidated Receivership Assets; (3) the sum of all liabilities of any Receivership Asset; (4) the steps the Receiver intends to take in the future to (a) prevent any diminution in the value of the Receivership Assets and (b) acquire additional Assets from Pukke, Baker, Chadwick, or any other person or entity; and (5) any other matter which the Receiver believes should be brought to the Court's attention. *Provided, however*, if any of the required information would hinder the Receiver's ability to pursue Assets, the portions of the Receiver's report containing such information may be redacted and be filed for the Court's benefit under seal without service on the parties.

#### **X. CUSTOMER INFORMATION**

IT IS FURTHER ORDERED that Pukke, Baker, and Chadwick individually, collectively, or in any combination, and their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the FTC to efficiently administer consumer redress. If a representative of the FTC requests in writing any information related to redress, Pukke, Baker, and Chadwick each shall provide it, in the form prescribed by the FTC, within 14 days.

B. Otherwise 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), that Pukke, Baker, or Chadwick obtained prior to entry of this Order; and

C. Failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the FTC.

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 law, regulation, or court order.

#### **XI. ORDER ACKNOWLEDGMENT**

IT IS FURTHER ORDERED that Pukke, Baker, and Chadwick shall submit acknowledgments of receipt of this Order as follows:

A. Pukke, Baker, and Chadwick each shall, within seven (7) days of entry of this Order, submit to the FTC a written acknowledgment of receipt of this Order, sworn to under penalty of perjury.

B. For each of twenty (20) years after entry of this Order, for any business that Pukke, Baker, or Chadwick, individually or collectively with any other Defendants, is the majority owner of, or controls directly or indirectly, said Defendant shall deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for marketing, sales, or operations; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery of a copy of this Order must occur within seven (7) days of

entry of this Order for current personnel. For all others, Pukke, Baker, and Chadwick shall deliver a copy of this Order before they assume their responsibilities with any such business.

C. From each individual or entity to which Pukke, Baker, or Chadwick delivers a copy of this Order, that Defendant shall obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

## **XII. COMPLIANCE REPORTING**

IT IS FURTHER ORDERED that Pukke, Baker, and Chadwick shall make timely submissions to the FTC:

A. One year after entry of this Order, Pukke, Baker, and Chadwick shall each submit a compliance report, sworn to under penalty of perjury, which shall:

1. (a) identify their primary physical, postal address, email address, and telephone number, as designated points of contact, which representatives of the FTC may use to communicate with Defendant; (b) identify all of that Defendant's businesses, whether owned or controlled by them, directly or indirectly, giving all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each such business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which each must describe the other Defendant in detail, including the other Defendant's title, position, compensation, and duties); (d) describe in detail whether and how each Defendant's involvement in each such business is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment sought and obtained pursuant to this Order, unless previously submitted to the FTC.

2. Additionally, in such compliance report, Pukke, Baker and Chadwick shall: (a) identify all telephone numbers and all their physical, postal, email and Internet addresses, including all residences used by them; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, whether directly or indirectly; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For each of twenty (20) years after entry of this Order, Pukke, Baker, and Chadwick each shall submit a compliance report, sworn to under penalty of perjury, within fourteen (14) days of any change in the following:

1. (a) any designated point of contact for them; or (b) the structure of any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including details as to the creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
2. Additionally, each must report any change in: (a) name, including aliases or fictitious name, or residence address of the Defendant; or (b) any title or role in any business activity, including any business for which a Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Pukke, Baker, and Chadwick each shall submit to the FTC notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant, within fourteen (14) days of any such filing.

D. Any submission to the FTC required by this Order to be sworn under penalty of perjury must be true and accurate and must comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: \_\_\_\_\_” and supplying the date, the signatory’s full name, title (if applicable), and signature.

E. Unless otherwise directed by an FTC representative in writing, all submissions to the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *In re Sanctuary Belize Litigation*, 18-cv-3309 (D. Md.), FTC File No. X040009.

F. Notwithstanding any other provision herein, Pukke must maintain the email address [ekkup@msn.com](mailto:ekkup@msn.com), Baker must maintain the email address [peterbakerx@gmail.com](mailto:peterbakerx@gmail.com), and Chadwick must maintain the email address [luketchadwick@gmail.com](mailto:luketchadwick@gmail.com). Also notwithstanding any other provision herein, service of any notice, process, or other item that requires any form of delivery shall be valid if the FTC serves it: (1) to the appropriate aforementioned email address of the Defendant; (2) to any other email address identified by the Defendant to whom service is directed; or (3) by any other method reasonably calculated to achieve actual notice to the Defendant.

### **XIII. ALIASES AND NOMINEES**

IT IS FURTHER ORDERED that Pukke, Baker, and Chadwick individually, collectively, or in any combination, and their officers, agents, employees, and attorneys, and all other persons

in active concert or participation with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from, directly or indirectly, engaging in any business or commercial activity of any sort in which Pukke, Baker, or Chadwick has consented to, or acquiesced to, the use of an alias or pseudonym and are further permanently restrained and enjoined from, directly or indirectly, engaging in any business or commercial activity of any sort through the use of nominees, strawmen, or any other manner by which their ownership or control is obscured or hidden.

#### **XIV. RECORDKEEPING**

IT IS FURTHER ORDERED that Pukke, Baker, and Chadwick each shall create certain records for twenty (20) years after entry of the Order, and shall retain each such record for five (5) years. Specifically, for any business that Pukke, Baker, or Chadwick, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, each such business shall create and retain the following records:

- A. accounting records showing the revenues from all goods or services sold;
- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination of such person's services;
- C. records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the FTC; and
- E. a copy of each unique advertisement or other marketing material of the business.

## **XV. COMPLIANCE MONITORING**

IT IS FURTHER ORDERED that, for the purpose of monitoring the compliance of Pukke, Baker, and Chadwick with this Order, including any failure on their part to transfer any assets as required by this Order or otherwise to collect on the Equitable Monetary Judgment:

A. Within fourteen (14) days of receipt of a written request from a representative of the FTC, each Defendant shall: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce appropriate documents for inspection and copying. The FTC is authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the FTC is authorized to communicate directly with Pukke, Baker, and Chadwick. Pukke, Baker, and Chadwick shall permit representatives of the FTC to interview any employee or other person affiliated with any entity any Defendant may own or control, directly or indirectly, who has agreed to such an interview. The person interviewed may have counsel present.

C. The FTC may use all other lawful means to interact with Pukke, Baker, Chadwick, or any individual or entity they are associated or affiliated with, including posing undercover through its representatives, as consumers, suppliers, or other individuals or entities, without the necessity of identification or prior notice.

D. 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.

E. Upon written request from a representative of the FTC, any consumer reporting agency must furnish consumer reports concerning Pukke, Baker, and Chadwick, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

**XVI. RETENTION OF JURISDICTION**

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**SO ORDERED**, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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**PETER J. MESSITTE**  
**UNITED STATES DISTRICT JUDGE**



FEDERAL TRADE COMMISSION

FINANCIAL STATEMENT OF INDIVIDUAL DEFENDANT

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**Definitions and Instructions:**

1. Complete all items. Enter "None" or "N/A" ("Not Applicable") in the first field only of any item that does not apply to you. If you cannot fully answer a question, explain why.
2. "Dependents" include your spouse, live-in companion, dependent children, or any other person, whom you or your spouse (or your children's other parent) claimed or could have claimed as a dependent for tax purposes at any time during the past five years.
3. "Assets" and "Liabilities" include ALL assets and liabilities, located within the United States or any foreign country or territory, whether held individually or jointly and whether held by you, your spouse, or your dependents, or held by others for the benefit of you, your spouse, or your dependents.
4. Attach continuation pages as needed. On the financial statement, state next to the Item number that the Item is being continued. On the continuation page(s), identify the Item number(s) being continued.
5. Type or print legibly.
6. Initial each page in the space provided in the lower right corner.
7. Sign and date the completed financial statement on the last page.

**Penalty for False Information:**

Federal law provides that any person may be imprisoned for not more than five years, fined, or both, if such person:

(1) "in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or devise a material fact; makes any materially false, fictitious or fraudulent statement or representation; or makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry" (18 U.S.C. § 1001);

(2) "in any . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true" (18 U.S.C. § 1621); or

(3) "in any ( . . . statement under penalty of perjury as permitted under section 1746 of title 28, United States Code) in any proceeding before or ancillary to any court or grand jury of the United States knowingly makes any false material declaration or makes or uses any other information . . . knowing the same to contain any false material declaration" (18 U.S.C. § 1623).

For a felony conviction under the provisions cited above, federal law provides that the fine may be not more than the greater of (i) \$250,000 for an individual or \$500,000 for a corporation, or (ii) if the felony results in pecuniary gain to any person or pecuniary loss to any person other than the defendant, the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571.

## BACKGROUND INFORMATION

### Item 1. Information About You

Full Name	Social Security No.		
Current Address of Primary Residence	Driver's License No.		State Issued
	Phone Numbers Home: (    ) Fax: (    )	Date of Birth:    /    / (mm/dd/yyyy)	
	Place of Birth		
<input type="checkbox"/> Rent <input type="checkbox"/> Own      From (Date):    /    / (mm/dd/yyyy)	E-Mail Address		
Internet Home Page			

### Previous Addresses for past five years (if required, use additional pages at end of form)

Address	From:    /    / (mm/dd/yyyy)	Until:    /    / (mm/dd/yyyy)	
	<input type="checkbox"/> Rent <input type="checkbox"/> Own		
Address	From:    /    /	Until:    /    /	
	<input type="checkbox"/> Rent <input type="checkbox"/> Own		
Address	From:    /    /	Until:    /    /	
	<input type="checkbox"/> Rent <input type="checkbox"/> Own		

Identify any other name(s) and/or social security number(s) you have used, and the time period(s) during which they were used:

### Item 2. Information About Your Spouse or Live-In Companion

Spouse/Companion's Name	Social Security No.	Date of Birth /    / (mm/dd/yyyy)
Address (if different from yours)	Phone Number (    )	Place of Birth
	<input type="checkbox"/> Rent <input type="checkbox"/> Own      From (Date):    /    / (mm/dd/yyyy)	

Identify any other name(s) and/or social security number(s) you have used, and the time period(s) during which they were used:

Employer's Name and Address	Job Title	
	Years in Present Job	Annual Gross Salary/Wages \$

### Item 3. Information About Your Previous Spouse

Name and Address	Social Security No.
	Date of Birth /    / (mm/dd/yyyy)

### Item 4. Contact Information (name and address of closest living relative other than your spouse)

Name and Address	Phone Number (    )
------------------	------------------------

Initials: \_\_\_\_\_

**Item 5. Information About Dependents** (whether or not they reside with you)

Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	
Name and Address	Social Security No.	Date of Birth / / (mm/dd/yyyy)
	Relationship	

**Item 6. Employment Information/Employment Income**

Provide the following information for this year-to-date and for each of the previous five full years, for each business entity of which you were a director, officer, member, partner, employee (including self-employment), agent, owner, shareholder, contractor, participant or consultant at any time during that period. "Income" includes, but is not limited to, any salary, commissions, distributions, draws, consulting fees, loans, loan payments, dividends, royalties, and benefits for which you did not pay (e.g., health insurance premiums, automobile lease or loan payments) received by you or anyone else on your behalf.

Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	From (Month/Year)	To (Month/Year)		\$
	/	/		\$
	/	/		\$
	/	/		\$

  

Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	From (Month/Year)	To (Month/Year)		\$
	/	/		\$
	/	/		\$
	/	/		\$

  

Company Name and Address	Dates Employed		Income Received: Y-T-D & 5 Prior Yrs.	
	From (Month/Year) /	To (Month/Year) /	Year	Income
Ownership Interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			20	\$
Positions Held	From (Month/Year)	To (Month/Year)		\$
	/	/		\$
	/	/		\$
	/	/		\$

Initials: \_\_\_\_\_

**Item 7. Pending Lawsuits Filed By or Against You or Your Spouse**

List all pending lawsuits that have been filed by or against you or your spouse in any court or before an administrative agency in the United States or in any foreign country or territory. **Note:** At Item 12, list lawsuits that resulted in final judgments or settlements in your favor. At Item 21, list lawsuits that resulted in final judgments or settlements against you.

Caption of Proceeding	Court or Agency and Location	Case No.	Nature of Proceeding	Relief Requested	Status or Disposition

**Item 8. Safe Deposit Boxes**

List all safe deposit boxes, located within the United States or in any foreign country or territory, whether held individually or jointly and whether held by you, your spouse, or any of your dependents, or held by others for the benefit of you, your spouse, or any of your dependents.

Name of Owner(s)	Name & Address of Depository Institution	Box No.	Contents

Initials: \_\_\_\_\_

## FINANCIAL INFORMATION

**REMINDER:** When an item asks for information regarding your "assets" and "liabilities" include ALL assets and liabilities, located within the United States or in any foreign country or territory, or institution, whether held individually or jointly, and whether held by you, your spouse, or any of your dependents, or held by others for the benefit of you, your spouse, or any of your dependents. In addition, provide all documents requested in Item 24 with your completed Financial Statement.

### ASSETS

#### Item 9. Cash, Bank, and Money Market Accounts

List cash on hand (as opposed to cash in bank accounts or other financial accounts) and all bank accounts, money market accounts, or other financial accounts, including but not limited to checking accounts, savings accounts, and certificates of deposit. The term "cash on hand" includes but is not limited to cash in the form of currency, uncashed checks, and money orders.

a. Amount of Cash on Hand \$	Form of Cash on Hand		
b. Name on Account	Name & Address of Financial Institution	Account No.	Current Balance
			\$
			\$
			\$
			\$
			\$

#### Item 10. Publicly Traded Securities

List all publicly traded securities, including but not limited to, stocks, stock options, corporate bonds, mutual funds, U.S. government securities (including but not limited to treasury bills and treasury notes), and state and municipal bonds. Also list any U.S. savings bonds.

Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	
Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	
Owner of Security	Issuer	Type of Security	No. of Units Owned
Broker House, Address	Broker Account No.		
	Current Fair Market Value \$	Loan(s) Against Security \$	

Initials: \_\_\_\_\_

**Item 11. Non-Public Business and Financial Interests**

List all non-public business and financial interests, including but not limited to any interest in a non-public corporation, subchapter-S corporation, limited liability corporation ("LLC"), general or limited partnership, joint venture, sole proprietorship, international business corporation or personal investment corporation, and oil or mineral lease.

Entity's Name & Address	Type of Business or Financial Interest (e.g., LLC, partnership)	Owner (e.g., self, spouse)	Ownership %	If Officer, Director, Member or Partner, Exact Title

**Item 12. Amounts Owed to You, Your Spouse, or Your Dependents**

Debtor's Name & Address	Date Obligation Incurred (Month/Year) /	Original Amount Owed \$	Nature of Obligation (if the result of a final court judgment or settlement, provide court name and docket number)
	Current Amount Owed \$	Payment Schedule \$	
Debtor's Telephone	Debtor's Relationship to You		
Debtor's Name & Address	Date Obligation Incurred (Month/Year) /	Original Amount Owed \$	Nature of Obligation (if the result of a final court judgment or settlement, provide court name and docket number)
	Current Amount Owed \$	Payment Schedule \$	
Debtor's Telephone	Debtor's Relationship to You		

**Item 13. Life Insurance Policies**

List all life insurance policies (including endowment policies) with any cash surrender value.

Insurance Company's Name, Address, & Telephone No.	Beneficiary	Policy No.	Face Value \$
	Insured	Loans Against Policy \$	Surrender Value \$
Insurance Company's Name, Address, & Telephone No.	Beneficiary	Policy No.	Face Value \$
	Insured	Loans Against Policy \$	Surrender Value \$

**Item 14. Deferred Income Arrangements**

List all deferred income arrangements, including but not limited to, deferred annuities, pensions plans, profit-sharing plans, 401(k) plans, IRAs, Keoghs, other retirement accounts, and college savings plans (e.g., 529 Plans).

Trustee or Administrator's Name, Address & Telephone No.	Name on Account		Account No.
	Date Established / / (mm/dd/yyyy)	Type of Plan	Surrender Value before Taxes and Penalties \$
Trustee or Administrator's Name, Address & Telephone No.	Name on Account		Account No.
	Date Established / /	Type of Plan	Surrender Value before Taxes and Penalties \$

Initials: \_\_\_\_\_

**Item 15. Pending Insurance Payments or Inheritances**

List any pending insurance payments or inheritances owed to you.

Type	Amount Expected	Date Expected (mm/dd/yyyy)
	\$	/ /
	\$	/ /
	\$	/ /

**Item 16. Vehicles**

List all cars, trucks, motorcycles, boats, airplanes, and other vehicles.

Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		
Vehicle Type	Year	Registered Owner's Name	Purchase Price \$	Original Loan Amount \$	Current Balance \$
Make		Registration State & No.	Account/Loan No.	Current Value \$	Monthly Payment \$
Model		Address of Vehicle's Location	Lender's Name and Address		

**Item 17. Other Personal Property**

List all other personal property not listed in Items 9-16 by category, whether held for personal use, investment or any other reason, including but not limited to coins, stamps, artwork, gemstones, jewelry, bullion, other collectibles, copyrights, patents, and other intellectual property.

Property Category (e.g., artwork, jewelry)	Name of Owner	Property Location	Acquisition Cost	Current Value
			\$	\$
			\$	\$
			\$	\$

Initials: \_\_\_\_\_

**Item 18. Real Property**

List all real property interests (including any land contract)

Property's Location		Type of Property	Name(s) on Title or Contract and Ownership Percentages	
Acquisition Date (mm/dd/yyyy) / /	Purchase Price \$	Current Value \$	Basis of Valuation	
Lender's Name and Address		Loan or Account No.	Current Balance On First Mortgage or Contract \$	
			Monthly Payment \$	
Other Mortgage Loan(s) (describe)		Monthly Payment \$	<input type="checkbox"/> Rental Unit	
		Current Balance \$	Monthly Rent Received \$	
Property's Location		Type of Property	Name(s) on Title or Contract and Ownership Percentages	
Acquisition Date (mm/dd/yyyy) / /	Purchase Price \$	Current Value \$	Basis of Valuation	
Lender's Name and Address		Loan or Account No.	Current Balance On First Mortgage or Contract \$	
			Monthly Payment \$	
Other Mortgage Loan(s) (describe)		Monthly Payment \$	<input type="checkbox"/> Rental Unit	
		Current Balance \$	Monthly Rent Received \$	

**LIABILITIES****Item 19. Credit Cards**

List each credit card account held by you, your spouse, or your dependents, and any other credit cards that you, your spouse, or your dependents use, whether issued by a United States or foreign financial institution.

Name of Credit Card (e.g., Visa, MasterCard, Department Store)	Account No.	Name(s) on Account	Current Balance
			\$
			\$
			\$
			\$
			\$

**Item 20. Taxes Payable**

List all taxes, such as income taxes or real estate taxes, owed by you, your spouse, or your dependents.

Type of Tax	Amount Owed	Year Incurred
	\$	
	\$	
	\$	

Initials: \_\_\_\_\_



**Item 21. Other Amounts Owed by You, Your Spouse, or Your Dependents**

List all other amounts, not listed elsewhere in this financial statement, owed by you, your spouse, or your dependents.

Lender/Creditor's Name, Address, and Telephone No.	Nature of Debt (if the result of a court judgment or settlement, provide court name and docket number)		
	Lender/Creditor's Relationship to You		

Date Liability Was Incurred / / (mm/dd/yyyy)	Original Amount Owed \$	Current Amount Owed \$	Payment Schedule
--	----------------------------	---------------------------	------------------

Lender/Creditor's Name, Address, and Telephone No.	Nature of Debt (if the result of a court judgment or settlement, provide court name and docket number)		
	Lender/Creditor's Relationship to You		

Date Liability Was Incurred / / (mm/dd/yyyy)	Original Amount Owed \$	Current Amount Owed \$	Payment Schedule
--	----------------------------	---------------------------	------------------

**OTHER FINANCIAL INFORMATION****Item 22. Trusts and Escrows**

List all funds and other assets that are being held in trust or escrow by any person or entity for you, your spouse, or your dependents. Include any legal retainers being held on your behalf by legal counsel. Also list all funds or other assets that are being held in trust or escrow by you, your spouse, or your dependents, for any person or entity.

Trustee or Escrow Agent's Name & Address	Date Established (mm/dd/yyyy)	Grantor	Beneficiaries	Present Market Value of Assets*
	/ /			\$
	/ /			\$
	/ /			\$

\*If the market value of any asset is unknown, descr be the asset and state its cost, if you know it.

**Item 23. Transfers of Assets**

List each person or entity to whom you have transferred, in the aggregate, more than \$5,000 in funds or other assets during the previous five years by loan, gift, sale, or other transfer (exclude ordinary and necessary living and business expenses paid to unrelated third parties). For each such person or entity, state the total amount transferred during that period.

Transferee's Name, Address, & Relationship	Property Transferred	Aggregate Value*	Transfer Date (mm/dd/yyyy)	Type of Transfer (e.g., Loan, Gift)
		\$	/ /	
		\$	/ /	
		\$	/ /	

\*If the market value of any asset is unknown, descr be the asset and state its cost, if you know it.

Initials: \_\_\_\_\_

**Item 24. Document Requests**

Provide copies of the following documents with your completed Financial Statement.

	Federal tax returns filed during the last three years by or on behalf of you, your spouse, or your dependents.
	All applications for bank loans or other extensions of credit (other than credit cards) that you, your spouse, or your dependents have submitted within the last two years, including by obtaining copies from lenders if necessary.
Item 9	For each bank account listed in Item 9, all account statements for the past 3 years.
Item 11	For each business entity listed in Item 11, provide (including by causing to be generated from accounting records) the most recent balance sheet, tax return, annual income statement, the most recent year-to-date income statement, and all general ledger files from account records.
Item 17	All appraisals that have been prepared for any property listed in Item 17, including appraisals done for insurance purposes. You may exclude any category of property where the total appraised value of all property in that category is less than \$2,000.
Item 18	All appraisals that have been prepared for real property listed in Item 18.
Item 21	Documentation for all debts listed in Item 21.
Item 22	All executed documents for any trust or escrow listed in Item 22. Also provide any appraisals, including insurance appraisals that have been done for any assets held by any such trust or in any such escrow.

**SUMMARY FINANCIAL SCHEDULES****Item 25. Combined Balance Sheet for You, Your Spouse, and Your Dependents**

Assets		Liabilities	
Cash on Hand (Item 9)	\$	Loans Against Publicly Traded Securities (Item 10)	\$
Funds Held in Financial Institutions (Item 9)	\$	Vehicles - Liens (Item 16)	\$
U.S. Government Securities (Item 10)	\$	Real Property – Encumbrances (Item 18)	\$
Publicly Traded Securities (Item 10)	\$	Credit Cards (Item 19)	\$
Non-Public Business and Financial Interests (Item 11)	\$	Taxes Payable (Item 20)	\$
Amounts Owed to You (Item 12)	\$	Amounts Owed by You (Item 21)	\$
Life Insurance Policies (Item 13)	\$	<b>Other Liabilities (Itemize)</b>	
Deferred Income Arrangements (Item 14)	\$		\$
Vehicles (Item 16)	\$		\$
Other Personal Property (Item 17)	\$		\$
Real Property (Item 18)	\$		\$
<b>Other Assets (Itemize)</b>			\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Assets</b>	\$	<b>Total Liabilities</b>	\$

**Item 26. Combined Current Monthly Income and Expenses for You, Your Spouse, and Your Dependents**

Provide the current monthly income and expenses for you, your spouse, and your dependents. Do not include credit card payments separately; rather, include credit card expenditures in the appropriate categories.

Income (State source of each item)		Expenses	
Salary - After Taxes	\$	Mortgage or Rental Payments for Residence(s)	\$
Source:			
Fees, Commissions, and Royalties	\$	Property Taxes for Residence(s)	\$
Source:			
Interest	\$	Rental Property Expenses, Including Mortgage Payments, Taxes, and Insurance	\$
Source:			
Dividends and Capital Gains	\$	Car or Other Vehicle Lease or Loan Payments	\$
Source:			
Gross Rental Income	\$	Food Expenses	\$
Source:			
Profits from Sole Proprietorships	\$	Clothing Expenses	\$
Source:			
Distributions from Partnerships, S-Corporations, and LLCs	\$	Utilities	\$
Source:			

Initials: \_\_\_\_\_

<b>Item 26. Combined Current Monthly Income and Expenses for You, Your Spouse, and Your Dependents (cont.)</b>			
Distributions from Trusts and Estates Source:	\$	Medical Expenses, Including Insurance	\$
Distributions from Deferred Income Arrangements Source:	\$	Other Insurance Premiums	\$
Social Security Payments	\$	Other Transportation Expenses	\$
Alimony/Child Support Received	\$	<b>Other Expenses (Itemize)</b>	
Gambling Income	\$		\$
<b>Other Income (Itemize)</b>			\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Income</b>	\$	<b>Total Expenses</b>	\$

**ATTACHMENTS**

**Item 27. Documents Attached to this Financial Statement**

List all documents that are being submitted with this financial statement. For any Item 24 documents that are not attached, explain why.

Item No. Document Relates To	Description of Document

I am submitting this financial statement with the understanding that it may affect action by the Federal Trade Commission or a federal court. I have used my best efforts to obtain the information requested in this statement. The responses I have provided to the items above are true and contain all the requested facts and information of which I have notice or knowledge. I have provided all requested documents in my custody, possession, or control. I know of the penalties for false statements under 18 U.S.C. § 1001, 18 U.S.C. § 1621, and 18 U.S.C. § 1623 (five years imprisonment and/or fines). I certify under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature