

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

FEDERAL TRADE COMMISSION; THE  
ATTORNEYS GENERAL OF THE STATES OF  
CONNECTICUT, DELAWARE, FLORIDA,  
GEORGIA, IDAHO, ILLINOIS, IOWA,  
KANSAS, LOUISIANA, MARYLAND,  
NEVADA, NEW YORK, NORTH CAROLINA,  
AND WASHINGTON; THE PEOPLE OF THE  
STATE OF CALIFORNIA; THE  
COMMONWEALTHS OF PENNSYLVANIA  
AND VIRGINIA; AND THE HAWAII OFFICE  
OF CONSUMER PROTECTION,

Plaintiffs,

v.

HARRIS ORIGINALS OF NY, INC., a  
corporation,

CONSUMER ADJUSTMENT CORP. USA, a  
corporation,

CONSUMER ADJUSTMENT CORP., a  
corporation, and

800 PRIME PLACE PROPERTIES LLC, a limited  
liability company

Defendants.

Case No. 22-cv-4260

**STIPULATED ORDER FOR  
PERMANENT INJUNCTION,  
MONETARY JUDGMENT, AND  
OTHER RELIEF**

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”) filed its Complaint for Permanent Injunction and Other Relief (“Complaint”) in this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b), 57b; the Truth in Lending Act (“TILA”), 15 U.S.C. §§ 1601-1666j; the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. §§ 1693-1693r; the Military Lending Act (“MLA”), 10 U.S.C. § 987; and the Trade Regulation Rule concerning the Preservation of Consumers’ Claims and Defenses

(“Holder Rule”), 16 C.F.R. Part 433. Plaintiffs, the Attorneys General of the states of Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Louisiana, Maryland, Nevada, New York, North Carolina, and Washington; the People of the State of California; the Commonwealths of Pennsylvania and Virginia; and the Hawaii Office of Consumer Protection (collectively “State Attorneys General”), are also parties to the Complaint and set forth their claims for unfair and deceptive trade practices pursuant to their applicable state unfair and deceptive acts and practices statutes. The FTC and State Attorneys General are collectively referred to herein as “Plaintiffs.” Plaintiffs and Defendants stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

#### **FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in unfair and deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, the state statutes listed below, TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation Z, 12 C.F.R. Part 1026, EFTA, 15 U.S.C. §§ 1693-1693r, and its implementing Regulation E, 12 C.F.R. Part 1005, the MLA, 10 U.S.C. § 987 and the Department of Defense implementing regulation (“DoD Regulation”), 32 C.F.R. Part 232, and the Holder Rule, 16 C.F.R. Part 433, by targeting active duty service members at retail stores across the country and making misleading, false, and unsubstantiated representations that Defendants’ retail installment contracts financing the purchase of military-themed gifts, jewelry, and watches would improve service members’ credit history.

STATE	STATUTORY AUTHORITY
California	CAL. BUS. & PROF. CODE §§ 17200 <i>et seq.</i> and §§ 17500 <i>et seq.</i>
Connecticut	CONN. GEN. STAT. §§ 42-110a through 42-110q.
Delaware	Delaware Consumer Fraud Act, 6 Del. C. §§ 2511 <i>et seq.</i>
Florida	FLA. STAT. ch. 501, pt. II (2021).
Georgia	GA. CODE ANN. §§ 10-1-390 through 10-1-408 (2017).
Hawaii	HAW. REV. STAT. §§ 480-2, 480-3.1, 480-12, 480-15, 481A, 487-5, 487-14, 487-15, and 487A-3.
Idaho	Idaho Consumer Protection Act, title 6, chapter 48, Idaho Code.
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 <i>et seq.</i>
Iowa	IOWA CODE § 714.16.
Kansas	KAN. STAT. ANN. §§ 50-623 <i>et seq.</i>
Louisiana	Louisiana Unfair Trade Practices and Consumer Protection Law, LA. REV. STAT. ANN. §§ 51:1401 through 1428.
Maryland	MD. CODE ANN., COM. LAW §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).
Nevada	NEV. REV. STAT. §§ 598.0915(15), 598.096, 598.0963, and 598.0999.
New York	N.Y. EXEC. LAW § 63(12); N.Y.GEN. BUS. LAW §§349 and 350-d.
North Carolina	N.C. GEN. STAT. §§ 75-1.1, 75-14, 75-15.1, 75-15.2, and 75.16.1.
Pennsylvania	PA UTPCPL 73 P.S. §§ 201-1 through 201-9.2.
Virginia	VA. CODE ANN. §§ 59.1-196 through 59.1-207.
Washington	WASH. REV. CODE §§ 19.86, and 19.09, and 48.110.

3. Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.

4. Entry of this Order fully resolves all consumer protection matters in dispute in this action between the FTC and Defendants. Entry of this Order also fully resolves all civil claims in dispute in this action between the State Attorneys General (except as to the New York Attorney General, as provided separately below) and Defendants, including any previous or ongoing investigations that have been undertaken by any of the State Attorneys General, concerning violations of their respective state consumer protection acts based on the conduct

alleged in the Complaint. Entry of this Order, further resolves all civil claims in dispute in this action between the New York Attorney General and Defendants as well as any previous or ongoing investigations that have been undertaken by the New York Attorney General, including but not limited to any investigations concerning violations of the state consumer protection act (see table of statutory authority in paragraph 2 above) arising from the conduct alleged in the Complaint and the complaint filed by the New York Attorney General (together, the “Complaints”), and also concerning any other consumer protection claim that the New York Attorney General might have asserted based on the conduct alleged in the Complaints. On filing of this Order, the New York Attorney General will discontinue and dismiss with prejudice, the claims asserted in the New York Attorney General’s complaint in New York State Supreme Court against those defendants named in the verified complaint filed on October 29, 2018 (EF2018-00002478 [Jefferson County]) (“State Court Action”) including Harris Originals of NY, Inc., Harris Originals of Watertown NY Inc., Consumer Adjustment Corp., Consumer Adjustment Corp. USA, Harris Originals of California, Inc., Harris Originals of CO, Inc., Harris Originals of Colonial Heights VA, Inc., Harris Originals of Columbiana SC Inc., Harris Originals of El Paso TX Inc., Harris Originals of FL, Inc., Harris Originals of Freedom Village NC Inc., Harris Originals of GA, Inc., Harris Originals of IL, Inc., Harris Originals of Jacksonville, NC, Inc., Harris Originals of Killeen, TX, Inc., Harris Originals of KS Inc., Harris Originals of NC, Inc., Harris Originals of Newport News, VA, Inc., Harris Originals of No. Illinois Inc., Harris Originals of Norfolk, VA, Inc., Harris Originals of Oceanside, CA, Inc., Harris Originals of Pearlridge HI Inc., Harris Originals of San Antonio, TX, Inc., Harris Originals of San Diego, Inc., Harris Originals of Savannah GA Inc., Harris Originals of Texas, Inc., Harris Originals of TN, Inc., Harris Originals of VA, Inc., Harris



Originals of WA Inc., Harris Diamond Company of NC, Inc., Harris Jewelry & Electronics, Oomph, Inc., all collectively d/b/a “Harris Jewelry,” Consumer Growth Partners, LLC, as well as all of the individual defendants in the State Court Action. Nothing in this paragraph precludes or otherwise affects any right of any Plaintiff to enforce the Order, including to determine and ensure compliance, and to obtain relief for any violation of the Order, including penalties to the extent available under law.

5. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorneys’ fees.

6. Defendants waive all rights to appeal or otherwise challenge or contest the validity of this Order.

7. It is the intention of this Order to, *inter alia*: (1) resolve and dismiss with prejudice all pending litigation and conclude any investigations by any of the Plaintiffs into any of the Defendants in connection with conduct described in this Order or the accompanying Complaint; (2) eliminate any balances on retail installment contracts and any other consumer indebtedness with Defendants; (3) provide restitution of amounts paid for Lifetime Jewelry and Watch Protection Plans, as set forth below; (4) provide refunds to consumers on overpayments made on their accounts; (5) vacate any monetary judgments against consumers; and (6) request the elimination of all negative trade lines against any consumers reported by Defendants to a Consumer Reporting Agency. These objectives are in addition to the injunctive relief, other monetary payments, guarantee, and suspended penalty provided for in this Order.

#### **DEFINITIONS**

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

A. **“Ancillary Product(s) or Service(s)”** means any product or service related to the sale or financing of goods offered, provided, or arranged by Defendants, including but not limited to protection plans. The term excludes any product or service that Defendants provide to consumers at no charge and shipping costs to which consumers have expressly agreed.

B. **“Clear(ly) and Conspicuous(ly)”** means that a required disclosure is difficult to miss (*i.e.*, easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
8. When the representation or sales practice targets a specific audience, such as young consumers or service members, “ordinary consumers” includes reasonable members of that group.

C. **“Covered Consumer Debt”** means debt (including payments, retail installment contract balances and other debt) owed to Defendants by consumers who signed retail installment contracts with Defendants on or after January 1, 2014, and before the date of this Order.

D. **“Defendants”** means Harris Originals of NY, Inc., Consumer Adjustment Corp. USA, Consumer Adjustment Corp., 800 Prime Place Properties LLC, and their subsidiaries, successors, and assigns.

E. **“Person”** means any individual, group, organization, unincorporated association, limited or general partnership, corporation, or other legal entity.

F. **“Plaintiffs”** means the Commission and the State Attorneys General individually, collectively, or in any combination.

G. **“State Attorneys General”** means the Attorneys General of the states of Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Louisiana, Maryland, Nevada, New

York, North Carolina, and Washington; the People of the State of California; the Commonwealths of Pennsylvania and Virginia; and the Hawaii Office of Consumer Protection.

## **ORDER**

### **I. CESSATION OF DEFENDANTS**

IT IS ORDERED that, within nine months of final certification by the Independent Monitor that Defendants have satisfied their obligation to offer and provide refunds as required under this Order and Defendants' completion of all other obligations under the section entitled Monetary Judgement and Other Related Provisions, Defendants must cease business and promptly dissolve Harris Originals of NY, Inc., Consumer Adjustment Corp. USA, Consumer Adjustment Corp., and all subsidiaries of these Defendants, pursuant to applicable state laws, and with notice to the Plaintiffs as required by the section entitled Compliance Reporting. Any party may request that the Court extend this term for good cause.

### **II. PROHIBITION AGAINST MISREPRESENTATIONS**

IT IS ORDERED that Defendants, Defendants' officers, agents, and employees, 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 the advertising, marketing, offering for sale, selling, or financing of any good or service, are permanently restrained and enjoined from misrepresenting, expressly or by implication:

A. That purchasing from Defendants on credit will improve or otherwise positively affect a consumer's credit record, credit history, credit rating or score, or ability to obtain credit, or reduce the amount a consumer will pay for credit in the future;

B. That a consumer is required to purchase an Ancillary Product or Service from the Defendants; and

C. Any other fact material to consumers concerning any good or service sold by Defendants, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of the good or service's performance, efficacy, nature, or central characteristics.

### **III. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, and employees, 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 the advertising, marketing, promoting, offering for sale, selling, or financing of any good or service sold by the Defendants are permanently restrained and enjoined from making any representation, expressly or by implication, about the qualities or benefits of such good or service, unless the representation is non-misleading and, at the time the representation is made, Defendants possess and rely upon Competent and Reliable Evidence that, when considered in light of the entire body of relevant and reliable evidence, is sufficient to substantiate that the representation is true. For purposes of this provision "Competent and Reliable Evidence" means tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that (1) have been conducted and evaluated in an objective manner by qualified Persons and (2) are generally accepted in the profession to yield accurate and reliable results.

### **IV. BAN ON THE MARKETING OR SALE OF ANCILLARY PRODUCTS OR SERVICES**

IT IS FURTHER ORDERED that Defendants, whether acting directly or indirectly, are permanently restrained and enjoined, from advertising, marketing, promoting, offering for sale, selling, or financing any Ancillary Product or Service.

**V. BAN ON TRANSFERRING RETAIL INSTALLMENT CONTRACTS TO THIRD PARTIES**

IT IS FURTHER ORDERED that Defendants are permanently restrained and enjoined from selling, assigning, or transferring retail installment contracts entered into with consumers or any other evidence of consumer indebtedness, to any other Persons.

**VI. INJUNCTION RELATED TO CREDIT ADVERTISING AND CREDIT EXTENSIONS**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, and employees, 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 the advertising, marketing, promoting, offering, or extension of credit, are hereby permanently restrained and enjoined from:

- A. When advertising consumer credit, stating, expressly or by implication:
  - 1. The amount or percentage of any downpayment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the following terms:
    - a. The amount or percentage of the downpayment;
    - b. The terms of repayment; and
    - c. The annual percentage rate, using the term "annual percentage rate" or the abbreviation "APR." If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be disclosed.
  - 2. A rate of finance charge without stating the rate as an "annual percentage rate" or the abbreviation "APR," using that term.

B. When extending a fixed amount of credit that a consumer is to repay in one or more installments, failing to disclose in writing, accurately, clearly and conspicuously, and in a form that the consumer may keep, before the consumer signs the credit agreement, the following information in a manner reflecting the terms of the legal obligation between the parties:

1. The identity of the creditor;
2. The payment schedule (the number, amount, and timing of payments scheduled to repay the obligation);
3. The total sale price, including the downpayment;
4. The annual percentage rate, using the term “annual percentage rate” or the abbreviation “APR;” and
5. Separated from the other required disclosures under TILA, 15 U.S.C. §§ 1601-1666j, and Regulation Z, 12 C.F.R. Part 1026, the itemization of the amount financed; or
6. Violating any provision of TILA, 15 U.S.C. §§ 1601-1666j, and Regulation Z, 12 C.F.R. Part 1026 (Attachment A).

## **VII. INJUNCTION RELATED TO ELECTRONIC FUND TRANSFERS**

IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, and employees, 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 accepting payment by check that will or may be processed as an electronic fund transfer for the sale and financing of goods or services, are hereby permanently restrained and enjoined from:

- A. Making electronic fund transfers from a consumer's deposit, savings, or asset account on a recurring basis without:
1. Obtaining a written authorization signed or similarly authenticated from the consumer for preauthorized electronic fund transfers from the consumer's account, which written authorization must (a) be readily identifiable as such and (b) the terms of the preauthorization, including the amount of each transfer and the dates on which each transfer will be made, are clear and readily understandable; and
  2. Providing to the consumer a copy of a written authorization signed or similarly authenticated from the consumer for preauthorized electronic fund transfers from the consumer's account.
- B. Violating any provision of EFTA, 15 U.S.C. §§ 1693-1693r, and Regulation E, 12 C.F.R. Part 1005 (Attachment B).

### **VIII. INJUNCTION RELATED TO MILITARY LENDING**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, and employees, 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 the offering or extension of credit are hereby permanently restrained and enjoined from:

- A. Before extending consumer credit to a covered borrower as defined in the DoD Regulation, 32 C.F.R. Part 232, before or at the time the borrower becomes obligated on the transaction:
1. Failing to disclose in writing a clear description of the payment obligation of the borrower; and



2. Failing to provide orally:
  - a. A statement of the military annual percentage rate (“MAPR”);  
and
  - b. A clear description of the payment obligation of the borrower, provided that the oral disclosures required by this subparagraph may be given to the borrower either in person or through a toll-free telephone number if such number is included on the creditor’s application form or on the creditor’s disclosure form provided under the MLA, 10 U.S.C. § 987, and DoD Regulation, 32 C.F.R. Part 232.

B. Violating any provision of the MLA, 10 U.S.C. § 987, and DoD Regulation, 32 C.F.R. Part 232 (Attachment C).

#### **IX. INJUNCTION RELATED TO HOLDER RULE**

IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, and employees, and all other Persons in active concert or participation with any of them who receive actual notice of this Order, whether acting directly or indirectly are hereby permanently restrained and enjoined from violating any provision of the Holder Rule, 16 C.F.R. Part 433 (Attachment D), including, but not limited to, taking or receiving a consumer credit contract that fails to contain the following provision in at least ten point, bold face type:

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**X. MONETARY JUDGMENT AND OTHER RELATED PROVISIONS**

IT IS FURTHER ORDERED that:

A. Suspended judgment in the amount of Twenty-Four Million Dollars (\$24,000,000.00) is entered in favor of State Attorneys General against Defendants, jointly and severally, as equitable monetary relief, payable in the event Defendants fail to honor the terms of this Order.

B. Not later than 30 days after entry of this Order, Defendants shall pay One Million Dollars (\$1,000,000) to the State Attorneys General, which is to be divided among the State Attorneys General. Such payment shall be distributed in the manner and for the purposes specified in this Consent Judgment and in Attachment E. The wiring instructions shall be provided to Defendants not later than 14 days after entry of this Order. The payments received by the State Attorneys General pursuant to this paragraph shall be used at the sole discretion of the State Attorneys General for their purposes, including but not limited to consumer protection enforcement or consumer education, to defray the costs of the inquiry leading hereto, monitoring and potential enforcement of this Order, or for any other public purpose permitted by applicable state law.

C. Defendants are ordered to place funds sufficient to place \$2.725 million in escrow held by a bank for no purpose other than to provide such restitution as refunds to consumers under this Order and to be released at the direction of the Independent Monitor as such funds are needed to cover issued refund checks. Such payment into escrow must be made within 30 days of entry of this Order by electronic fund transfer. The parties understand that the amount placed into escrow does not create a cap on the amount of restitution, and that Harris will pay 100 percent of eligible claimed refunds. Any funds remaining in escrow will be

returned to Defendants following the Independent Monitor's final certification that Defendants have satisfied their obligation to offer and provide refunds as required under this Order.

D. Defendants are ordered to offer restitution to all consumers who entered into a retail installment contract containing a Lifetime Jewelry and Watch Protection Plan ("JWPP") between January 1, 2014, and entry of this Order and who paid for said JWPP in full or in part; restitution shall be in the full amount of JWPP purchases paid for by the consumer, and excluding those amounts for which Harris has ceased collections or written off (*see* X.G below). (This amounts to approximately \$10.9 million in potential refunds.) Upon sending of the notification letter described below in Section D.3 and attached hereto (Attachment F), Defendants will no longer be required to provide any services relating to the JWPP, including but not limited to jewelry repair.

1. Within 10 days of entry of this Order, Defendants shall provide a list of all consumers entitled to restitution for a JWPP purchase—including each consumers' last known email and mail address—to the New York Attorney General, serving as representative of the State Attorneys General.
2. Within 10 days of entry of this Order, Defendants shall provide to the New York Attorney General, serving as representative of the State Attorneys General, the name and contact information of a Person to serve as an independent monitor of the Defendants' refunds to consumers in this Order ("Independent Monitor"). The Independent Monitor must be a qualified, objective, independent third-party professional with experience in assessing monetary relief to consumers. Defendants must

provide to the New York Attorney General, serving as representative of the State Attorneys General, the specific qualifications of the Independent Monitor. If the New York Attorney General, serving as representative of the State Attorneys General, notifies Defendants that it disapproves of Defendants' Independent Monitor choice, Defendants shall submit, within 30 days, to the New York Attorney General, an alternate selection for the Independent Monitor.

3. Within 30 days of appointment of the Independent Monitor, Defendants shall send a notification letter to each such consumer to their last known email address on file for the consumer and by first-class mail, postage paid, to the last known mail address on file, using the attached notification letter (Attachment F), in no less than 12-point font, with no other document, enclosure, or attachment. For any consumer whose notice is returned as undeliverable, Defendants shall, within fourteen days after a returned notice was received, provide to the New York Attorney General, as representative of the State Attorneys General, the name and last-known email and mail addresses of such consumers.
4. For any consumer who does not respond to the first notification letter within 60 days of mailing, Defendants shall send a second notification letter to their last known email address on file for the consumer, using the attached notification letter (Attachment F), in no less than 12-point font, with no other document, enclosure, or attachment. Defendants shall post on the homepage of their website, information shown in Attachment

G, in no less than 12-point font, regarding the refund process identified herein, including the notification to consumers and a telephone and email address at which to reach Defendants if consumers have questions, to coincide with the initial notification sent to consumers, and retain that information on their website for nine months after the initial notification. The notification letter and the website information may be modified from those in the Attachments upon written agreement of the parties or by order of the Court.

5. For each consumer who responds to the notification letters or emails or otherwise, Defendants shall, within 30 days of receipt of response from the consumer, refund the full amount paid by the consumer for the JWPP, including sale tax, finance charges, and any other amounts the consumer paid attributable to the JWPP, by providing a refund to the source of the initial charge (such as debit card or other EFT), or, if that option is not available, issue a check to the consumer by first class mail.
6. Beginning no later than 90 days of the first notice, Defendants must provide initial and subsequent quarterly reports of the refunds (“Refund Reports”) to the New York Attorney General and Independent Monitor. The Refund Reports shall include, at a minimum: the names of consumers who were sent notices, the names of consumers who contacted the company regarding JWPP refunds but were not eligible (including in response to a notice), and the names of consumers who were provided a JWPP refund. The Independent Monitor shall review

and, if the Monitor has no concerns, approve the Refund Reports. Within 10 days of approval by the Independent Monitor, the Independent Monitor shall provide notice to the New York Attorney General of that approval. Defendants must also provide to the New York Attorney General all records pertaining to the Refund Reports upon completion of each such Refund Report.

7. No sooner than 180 days after the second notification letter, the Independent Monitor shall provide the New York Attorney General, as representative of the State Attorneys General, and Defendants written initial certification that Defendants have satisfied their obligation to offer and provide JWPP refunds as required under this Order. After adequately addressing any questions raised by the New York Attorney General or Defendants regarding the completeness of JWPP refunds, but no sooner than 30 days after the date of the initial certification, the Independent Monitor shall provide to the New York Attorney General and Defendants a written final certification that Defendants have satisfied their obligation to offer and provide JWPP refunds as required under this Order.

E. Within 60 business days of entry of this Order, Defendants shall refund to consumers any overpayments consumers made to Defendants on their accounts prior to entry of this Order (estimated to total \$55,000). Within 30 days of making such refunds, Defendants shall provide to the New York Attorney General, serving as representative of the State Attorneys General, documentation sufficient to show the consumer's name, contact information, amount refunded, and method of refund for each consumer owed such refund. To

the extent a consumer is owed a refund and such consumer cannot be located, the funds owed to that consumer shall be directed to the appropriate unclaimed funds office, consistent with applicable state laws, based upon the last known address of such consumer by December 31, 2022.

F. Defendants, Defendants' officers, agents, and employees, and all other Persons in active concert or participation with any of them who receive actual notice of this Order, whether acting directly or indirectly are permanently enjoined from attempting to collect, collecting, or assigning any right to collect any Covered Consumer Debt. Defendants shall not refer, sell, assign, or otherwise transfer any Covered Consumer Debt.

G. No later than 10 business days of entry of this Order, Defendants shall cease collecting on all Covered Consumer Debt, disable the online payment mechanism, and notify any collection agency to cease such collection efforts. Within 10 days of receipt of payment by any third party collecting Covered Consumer Debt, Defendants will return payment and notify third party collector to cease future payments. Within 30 business days of entry of this Order, Defendants shall (1) request and make a good faith effort to recall, purchase, or otherwise obtain any Covered Consumer Debt that Defendants have referred, sold, assigned, or otherwise transferred to any collection agency or other third party and (2) write-off all Covered Consumer Debt from Defendants' account management systems.

H. For any Covered Consumer Debt that Defendants reported or caused to be reported to a Consumer Reporting Agency ("CRA") prior to entry of this Order, Defendants shall, within 60 days of entry of this Order, request that each CRA delete any negative credit entries pertaining to such debt from the consumer's credit reporting file.

I. On execution of this Order, Defendants shall inform all consumers with outstanding Covered Consumer Debt that they do not owe any further money by sending an email to each consumer's last known email address on file, and the email shall explain that the financing agreements are no longer being collected upon by the Defendants in response to litigation by the Federal Trade Commission and State Attorneys General, and that no further payments are required nor will they be accepted or processed. To the extent Defendants receive any payments for Covered Consumer Debt after entry of this Order, Defendants shall, refund any such payments to the consumer within 10 business days of receipt.

J. Defendants shall permanently cease collecting on all judgments obtained against a consumer and shall vacate any judgments that are less than 10 years old (or renewed) as of the entry of this Order. Defendants shall also provide a stipulation in the form annexed hereto (Attachment H) to vacate any after-discovered judgments of any age. Within 90 business days of entry of this Order, Defendants shall also request that third-party debt buyers utilized by the Defendants release any judgments they may have against Defendants' customers.

K. Defendants shall, within 60 business days after entry of this Order, provide a signed declaration to the State Attorneys General attesting that they have ceased collection of Covered Consumer Debt, have notified collection agencies and third parties to cease collection of Covered Consumer Debt, and have refunded any overpayments consumers (with the exception of those who could not be located) made to Defendants, as required by this Section (Monetary Judgment and Other Related Provisions).

L. Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.



M. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation against Defendants by or on behalf of any Plaintiff, in a proceeding to enforce their rights to any payment or monetary judgment pursuant to this Order, such as a non-dischargeability complaint in any bankruptcy case. The facts alleged in the Complaint establish all elements necessary to sustain an action by Plaintiffs against Defendants pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes. This Section X.M is not intended to be, nor shall it be, construed as an admission of liability by Defendants with respect to the allegations set forth in the Complaint with respect to any claims or demands by any third parties.

N. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers) may be used for collecting and reporting on any delinquent amount arising out of the Order, in accordance with 31 U.S.C. § 7701.

O. The shareholders of the Defendants will guarantee all monetary obligations outlined herein and attest that they will not dissipate assets sufficient to pay 100 percent of potential JWPP refunds, until such time that the Independent Monitor referenced herein provides final certification that Defendants have satisfied their obligation to offer and provide JWPP refunds as required by this Order.

#### **XI. CUSTOMER INFORMATION**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, and employees, and all other Persons in active concert or participation with any of them are permanently restrained and enjoined from directly or indirectly:

A. 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 credit card, bank account, or other financial account), that any Defendant obtained prior to entry of this Order in connection with the advertising, marketing, distributing, sale, or financing of the sale of jewelry and Ancillary Products or Services.

B. 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 the New York Attorney General, serving as representative of the State Attorneys General, or a representative of the Commission.

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.

## **XII. ORDER ACKNOWLEDGEMENTS**

IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt of this Order:

A. Each Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 5 years after entry of this Order, each Defendant must deliver a copy of this Order to: (1) all shareholders, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in Section XIII (Compliance Reporting) herein. Delivery must occur within 7 days of

entry of this Order for current personnel. For all others, delivery must occur before they assume responsibilities.

C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

### **XIII. COMPLIANCE REPORTING**

IT IS FURTHER ORDERED that Defendants make timely submissions to the Commission and to the State Attorneys General:

A. One year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury:

1. Each Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with the Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant; (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission and the State Attorneys General.

B. For 10 years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: 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.

C. Each Defendant must submit to the Commission and to the State Attorneys General notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14 days of its filing.

D. Any submission required by this Order to be sworn under penalty of perjury must be true and accurate and 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, signatory’s full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission 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: FTC v. Harris Originals of NY, Inc., Case No. \_\_\_\_\_. Unless otherwise directed by the New York Attorney General, serving as representative of the State Attorneys General, in writing, all submissions to the State Attorneys General pursuant to the Order must be emailed to Watertown.Regional@ag.ny.gov, or sent to:

Assistant Attorney General In Charge, NYS Attorney General's Office, 317 Washington Street, 10<sup>th</sup> Fl., Watertown, New York 13601. The subject line must begin: FTC v. Harris Originals of NY, Inc., Case No. \_\_\_\_\_.

F. Each Defendant expressly consents to the sharing of any and all documents submitted as part of their compliance reporting to any Plaintiff with all other Plaintiffs.

#### **XIV. RECORDKEEPING**

IT IS FURTHER ORDERED that Defendants must create certain records described below for 10 years after entry of the Order. Specifically, Defendants must 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;
- 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 but not limited to all submissions to the Commission and to the State Attorneys General; and
- E. A copy of each unique advertisement or other marketing material.

#### **XV. COMPLIANCE MONITORING**

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order:

- A. Within 14 days of receipt of a written request from a representative of any Plaintiff, each Defendant must: submit additional compliance reports or other requested

information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. Each Plaintiff is also 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. Nothing in the Order limits any Plaintiff's lawful demand for documents or other evidence pursuant to applicable law.

B. Each Plaintiff is authorized to communicate directly with each Defendant. The Defendant must permit representatives of any Plaintiff to interview any employee or other Person affiliated with any Defendant who has agreed to such an interview. The Person interviewed may have counsel present.

C. Any Plaintiff may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, nor limits State Attorneys General lawful use of relevant state laws governing pre-suit investigation, subpoena authority, and discovery.

## **XVI. STATE COURT ENFORCEMENT**

IT IS FURTHER ORDERED that, without limiting any other provisions of the Order, each State Attorney General shall have the authority to enforce or seek sanctions for violations of the Order independently in a court of general jurisdiction in its state. No approval from any other Plaintiff is required. Each Defendant consents to any such state court's jurisdiction for purposes of enforcing the terms of the Order.

**XVII. 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 \_\_\_\_\_, 2022.

---

UNITED STATES DISTRICT JUDGE

**SO STIPULATED AND AGREED:**

**FOR THE FEDERAL TRADE COMMISSION:**

---

AMY TENG  
CAROLE REYNOLDS  
Federal Trade Commission  
Northwest Regional Office  
915 Second Ave., Ste. 2896  
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[creynolds@ftc.gov](mailto:creynolds@ftc.gov)

**FOR DEFENDANTS:**

*Beverly Harris*

---

BEVERLY HARRIS  
Shareholder

*SA*

---

SUSAN HARRIS  
Shareholder

*Sandi Harris-Pleeter*

---

SANDI HARRIS-PLEETER  
Shareholder

*Allyson Baker*

---

ALLYSON B. BAKER  
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**SO STIPULATED AND AGREED:**

**FOR THE FEDERAL TRADE COMMISSION:**



---

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[creynolds@ftc.gov](mailto:creynolds@ftc.gov)

**FOR DEFENDANTS:**

---

BEVERLY HARRIS  
Shareholder

---

SUSAN HARRIS  
Shareholder

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SANDI HARRIS-PLEETER  
Shareholder

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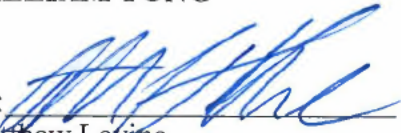
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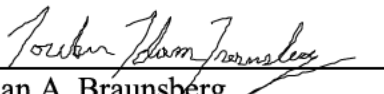
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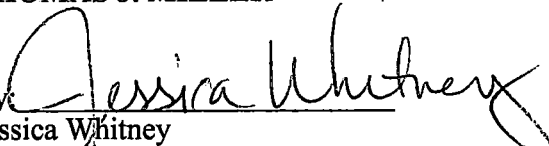
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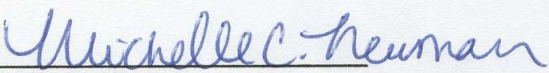
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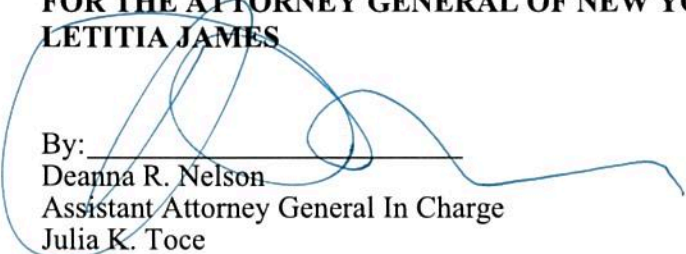


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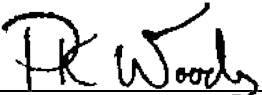
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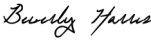
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**Signer Events**

Signer Events	Signature	Timestamp
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Beverly Harris bevmom@hotmail.com Shareholder Security Level: Email, Account Authentication (None)		Sent: 4/8/2022 11:17:15 AM Viewed: 4/8/2022 2:36:29 PM Signed: 4/8/2022 2:40:39 PM
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jfcarroll@venable.com](mailto:jfcarroll@venable.com)

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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
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