

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS

**Federal Trade Commission, and**  
**State of Ohio ex rel. Attorney General**  
**Dave Yost,**

EP-19-CV-196-KC

Plaintiffs,

v.

**STIPULATED ORDER FOR**  
**PERMANENT INJUNCTION AS TO**  
**DEFENDANT CHARLES KHAROUF**

**Educare Centre Services, Inc.**, a New Jersey corporation, also dba Credit Card Services, Card Services, Credit Card Financial Services, Care Net, Tripletel Inc., Revit Educ Srvc, L.L. Vision, Care Value Services, and Card Value Services,

**Tripletel, Inc.**, a Delaware corporation,

**Prolink Vision, S.R.L.**, a Dominican Republic limited liability company,

**9896988 Canada Inc.**, a Canadian company,

**Globex Telecom, Inc.**, a Nevada corporation,

**9506276 Canada, Inc.**, dba Globex Telecom, Inc., a Canadian company,

**Sam Madi**, individually and as an owner, officer, member, and/or manager of Educare Centre Services, Inc.,

**Mohammad Souheil a/k/a Mohammed Souheil and Mike Souheil**, individually and as an owner, officer, member, and/or manager of Educare Centre Services, Inc., 9896988 Canada, Inc., Globex Telecom, Inc.,

1 9506276 Canada, Inc., and  
2 Prolink Vision, S.R.L.,

3 **Wissam Abedel Jalil a/k/a Sam**  
4 **Jalil**, individually and as an  
5 owner, officer, member, and/or  
6 manager of Tripletel, Inc., and  
7 Prolink Vision, S.R.L.,

8 **Charles Kharouf**, individually  
9 and as an owner, officer, member,  
10 and/or manager of Educare  
11 Centre Services, Inc., and  
12 Prolink Vision, S.R.L.,

13 Defendants.

14 Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the State  
15 of Ohio, (collectively, “Plaintiffs”) filed its First Amended Complaint for Permanent  
16 Injunction and Other Equitable Relief (ECF No. 81) pursuant to Section 13(b) of the FTC  
17 Act, 15 U.S.C. § 53(b), the Telemarketing and Consumer Fraud and Abuse Prevention  
18 Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, the Ohio Consumer Sales Practices  
19 Act (“CSPA”), O.R.C. 1345.07, and the Ohio Telephone Solicitation Sales Act  
20 (“TSSA”), O.R.C. 4719.01 *et seq.* Plaintiffs and Defendant Charles Kharouf stipulate to  
21 the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment  
22 (“Order”) to resolve all matters in dispute in this action between them.

23 THEREFORE, IT IS ORDERED as follows:

24 **FINDINGS**

- 25 1. This Court has jurisdiction over this matter.
- 26 2. The First Amended Complaint charges that Kharouf participated in acts or  
27 practices that violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), the Telemarketing  
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1 Sales Rule (“TSR”), 16 C.F.R. Part 310, the Ohio CSPA, O.R.C. 1345.01 *et seq.*, and the  
2 Ohio TSSA, O.R.C. 4719.01 *et seq.*

3 3. Kharouf neither admits nor denies any of the allegations in the First Amended  
4 Complaint, except as specifically stated in this Order. Only for purposes of this action,  
5 Kharouf admits the facts necessary to establish jurisdiction.

6 4. Kharouf waives any claim that he may have under the Equal Access to Justice  
7 Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this  
8 Order, and agree to bear his own costs and attorney fees.

9 5. Kharouf and Plaintiffs waive all rights to appeal or otherwise challenge or contest  
10 the validity of this Order.  
11

12  
13 **DEFINITIONS**

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

15 A. “**Debt Relief Product or Service**” means any product, service, plan or program  
16 represented, expressly or by implication, to renegotiate, settle, or in any way alter the  
17 terms of payment or other terms of the debt or obligation between a consumer and one or  
18 more creditors or debt collectors, including a reduction in the balance, interest rate, or  
19 fees owed by a consumer to a creditor or debt collector.  
20

21 B. “**Defendants**” means Prolink Vision, S.R.L., 9896988 Canada, Inc., Educare  
22 Centre Services, Inc., Tripletel, Inc., Mohammad Souheil, Sam Madi, Charles Kharouf,  
23 Wissam Jalil, Globex Telecom, Inc., and 9506276 Canada, Inc., individually,  
24 collectively, or in any combination.  
25

26 C. “**Document**” is synonymous in meaning and equal in scope to the usage of  
27 “document” and “electronically stored information” in Federal Rule of Civil Procedure  
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1 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs, charts, photographs,  
2 sound and video recordings, images, Internet sites, web pages, websites, electronic  
3 correspondence, including e-mail and instant messages, contracts, accounting data,  
4 advertisements, FTP Logs, Server Access Logs, books, written or printed records,  
5 handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and  
6 business canceled checks and check registers, bank statements, appointment books,  
7 computer records, customer or sales databases and any other electronically stored  
8 information, including Documents located on remote servers or cloud computing  
9 systems, and other data or data compilations from which information can be obtained  
10 directly or, if necessary, after translation into a reasonably usable form. A draft or non-  
11 identical copy is a separate Document within the meaning of the term  
12

13  
14 D. **“Person”** means any natural person or any entity, corporation, partnership, or  
15 association of persons.

16 E. **“Seller”** means any Person who, in connection with a Telemarketing transaction,  
17 provides, offers to provide, or arranges for others to provide goods or services to a  
18 customer in exchange for consideration.

19  
20 F. **“Telemarketer”** means any Person who, in connection with Telemarketing,  
21 initiates or receives telephone calls to or from a customer or donor.

22 G. **“Telemarketing”** means any plan, program, or campaign that is conducted to  
23 induce the purchase of goods or services or a charitable contribution by use of one or  
24 more telephones.  
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**ORDER**

**I. DEBT RELIEF PRODUCT OR SERVICE BAN**

**IT IS THEREFORE ORDERED** that Charles Kharouf is permanently restrained and enjoined from advertising, marketing, promoting, or offering for sale, or assisting in the advertising, marketing, promoting, or offering for sale of any Debt Relief Product or Service, including any credit card interest rate reduction service.

**II. TELEMARKETING BAN**

**IT IS FURTHER ORDERED** that Charles Kharouf is permanently restrained and enjoined from participating in Telemarketing to the United States, whether directly or through an intermediary.

**III. PROHIBITED MISREPRESENTATIONS AND OMISSIONS**

**IT IS THEREFORE ORDERED** that Charles Kharouf, and all other Persons in active concert or participation with him, who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any goods or services, are restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including, but not limited to:

A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any of the following:

1. Any material aspect of the nature or terms of the Seller's refund, cancellation, exchange, or repurchase policies; or
2. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations or conditions; or any

1 material aspect of its performance, efficacy, nature, or central characteristics;

2 B. Representing, or assisting others in representing, expressly or by implication, the  
3 benefits, performance, or efficacy of any good or service, unless the representation is  
4 non-misleading, and, at the time such representation is made, Kharouf possesses and  
5 relies upon competent and reliable evidence to substantiate that the representation is true.  
6

7 **IV. PROHIBITIONS ON VIOLATING THE OHIO CSPA AND TSSA**

8 **IT IS FURTHER ORDERED** that Charles Kharouf and all other Persons in  
9 active concert or participation with them, who receive actual notice of this Order by  
10 personal service or otherwise, whether acting directly or indirectly, are permanently  
11 restrained and enjoined from engaging in unfair or deceptive acts or practices in violation  
12 of the Ohio CSPA, R.C. 1345.01 *et seq.* and the Ohio TSSA, O.R.C. 4719.01 *et seq.*  
13

14 **V. EQUITABLE MONETARY JUDGMENT AND SUSPENSION**

15 **IT IS FURTHER ORDERED that:**

16 A. Judgment in the amount of **Seven Million Five Hundred Thousand Dollars**  
17 **(\$7,500,000.00)** is entered in favor of Plaintiffs against Charles Kharouf as equitable  
18 monetary relief. The judgment is suspended subject to the conditions set forth in  
19 Subsections B-D of this Section.  
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21 B. Plaintiffs' agreement to the suspension of the judgment as to Charles Kharouf is  
22 expressly premised upon the truthfulness, accuracy, and completeness of the sworn  
23 financial statement and related documents (collectively, "financial representations")  
24 submitted to the Commission by Charles Kharouf, including:

25 1. The Financial Statement of Charles Kharouf as last updated and signed on  
26 August 27, 2019;

27 2. The Declaration of Charles Kharouf dated July 17, 2020; and  
28



1           3. Documents related to Charles Kharouf's Canadian Consumer Proposal  
2           under the Canadian bankruptcy and insolvency act part 3, division 2 that Charles  
3           Kharouf provided to Plaintiffs counsel on July 15, 2020.

4           D. The suspension of the judgment will be lifted as to Charles Kharouf if, upon  
5           motion by the Plaintiffs, the Court finds that he failed to disclose any material asset,  
6           materially misstated the value of any asset, or made any other material misstatement or  
7           omission in the financial representations identified above.

8           E. If the suspension of the judgment is lifted, the judgment becomes immediately  
9           due as to Charles Kharouf in the amount of **Seven Million Five Hundred Thousand**  
10           **Dollars (\$7,500,000.00)** specified in Subsection A, above, which the parties stipulate  
11           represents the consumer injury alleged in the First Amended Complaint.  
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14                               **VI. ADDITIONAL MONETARY PROVISIONS**

15           **IT IS FURTHER ORDERED** that:

16           A. Charles Kharouf relinquishes dominion and all legal and equitable right, title, and  
17           interest in all assets transferred pursuant to this Order and may not seek the return of any  
18           assets.

19           B. The facts alleged in the First Amended Complaint will be taken as true, without  
20           further proof, in any subsequent civil litigation by or on behalf of the Plaintiffs, including  
21           in a proceeding to enforce their rights to any payment or monetary judgment pursuant to  
22           this Order, such as a nondischargeability complaint in any bankruptcy case.

23           C. The facts alleged in the First Amended Complaint establish all elements necessary  
24           to sustain an action by the Plaintiffs pursuant to Section 523(a)(2)(A) of the Bankruptcy  
25           Code, 11 U.S.C. §523(a)(2)(A), and this Order will have collateral estoppel effect for  
26           such purposes.  
27  
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1 D. Charles Kharouf acknowledges that his Taxpayer Identification Numbers (Social  
2 Security Numbers or Employer Identification Numbers) or equivalent, which he  
3 previously submitted to the Commission, may be used for collecting and reporting on any  
4 delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

5 E. All money paid to the Plaintiffs pursuant to this Order may be deposited into a  
6 fund administered by the Commission or its designee on behalf of the Commission and  
7 the State of Ohio to be used for equitable relief, including consumer redress and any  
8 attendant expenses for the administration of any redress fund. If a representative of the  
9 Plaintiffs decides that direct redress to consumers is wholly or partially impracticable or  
10 money remains after redress is completed, the Plaintiffs may apply any remaining money  
11 for such other equitable relief (including consumer information remedies) as it  
12 determines to be reasonably related to Defendants' practices alleged in the First Amended  
13 Complaint. Any money not used for such equitable relief shall be divided between the  
14 Commission and the State of Ohio to be deposited to the U.S. Treasury as disgorgement  
15 and to the Ohio Attorney General's Telemarketing Fraud Enforcement Fund. Charles  
16 Kharouf has no right to challenge any actions the Plaintiffs or their representatives may  
17 take pursuant to this Subsection.  
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21 **VII. CUSTOMER INFORMATION**

22 **IT IS FURTHER ORDERED** that Charles Kharouf and all other Persons in  
23 active concert or participation with him, who receive actual notice of this Order by  
24 personal service or otherwise, are permanently restrained and enjoined from directly or  
25 indirectly:  
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27 A. Failing to provide sufficient customer information to enable the Commission to  
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1 efficiently administer consumer redress. If Plaintiffs' representative requests in writing  
2 any information related to redress, Charles Kharouf must provide it, in the form  
3 prescribed by Plaintiffs' representative, within fourteen (14) days; and

4 B. Disclosing, using, or benefitting from customer information, including the name,  
5 address, telephone number, email address, Social Security number, other identifying  
6 information, or any data that enables access to a customer's account (including a credit  
7 card, bank account, or other financial account), that Charles Kharouf obtained prior to  
8 entry of this Order in connection with any activity that pertains to marketing credit card  
9 interest rate reduction services; and

10 C. Failing to destroy such customer information in all forms in their possession,  
11 custody, or control within thirty (30) days after receipt of written direction to do so from  
12 a representative of the Plaintiffs.  
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14  
15 Provided, however, that customer information need not be disposed of, and may  
16 be disclosed, to the extent requested by a government agency or required by law,  
17 regulation, or court order.  
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## 19 VIII. COOPERATION

20 **IT IS FURTHER ORDERED** that Charles Kharouf must fully cooperate with  
21 representatives of the Plaintiffs in this case and in any investigation related to or  
22 associated with the transactions or the occurrences that are the subject of the First  
23 Amended Complaint. Charles Kharouf must provide truthful and complete information,  
24 evidence, and testimony. Charles Kharouf must appear in person, telephonically, or via  
25 videoconference for interviews, discovery, hearings, trials, and any other proceedings that  
26 Plaintiffs' representative may reasonably request upon ten (10) days written notice, or  
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1 other reasonable notice, at such places and times as Plaintiffs' representative may  
2 designate, without the service of a subpoena.

3 **IX. ORDER ACKNOWLEDGMENTS**

4 IT IS FURTHER ORDERED that Charles Kharouf obtain acknowledgments of  
5 receipt of this Order:

6  
7 A. Charles Kharouf, within seven (7) days of entry of this Order, must submit to the  
8 Plaintiffs an acknowledgment of receipt of this Order sworn under penalty of perjury.

9 B. For five (5) years after entry of this Order, Charles Kharouf for any business that  
10 he, individually or collectively with any other Defendant, is the majority owner or  
11 controls directly or indirectly, must deliver a copy of this Order to: (1) all principals,  
12 officers, directors, and LLC managers and members; (2) all employees having managerial  
13 responsibilities for conduct related to the subject matter of the Order and all agents and  
14 representatives who participate in conduct related to the subject matter of the Order; and  
15 (3) any business entity resulting from any change in structure as set forth in the Section  
16 titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this  
17 Order for current personnel. For all others, delivery must occur before they assume their  
18 responsibilities.  
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21 C. From each individual or entity to which Kharouf delivered a copy of this Order,  
22 Charles Kharouf must obtain, within thirty (30) days, a signed and dated  
23 acknowledgment of receipt of this Order.

24 **X. COMPLIANCE REPORTING**

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26 IT IS FURTHER ORDERED that Charles Kharouf make timely submissions to  
27 the Plaintiffs:  
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1 A. One year after entry of this Order, Charles Kharouf must submit a compliance  
2 report, sworn under penalty of perjury:

3 1. Charles Kharouf must: (a) identify the primary physical, postal, and email  
4 address and telephone number, as designated points of contact, which  
5 representatives of the Plaintiffs may use to communicate with him; (b) identify all  
6 his businesses by all of their names, telephone numbers, and physical, postal,  
7 email, and Internet addresses; (c) describe the activities of each business,  
8 including the goods and services offered, the means of advertising, marketing, and  
9 sales, and the involvement of any other Defendant (which Charles Kharouf must  
10 describe if he knows or should know due to his own involvement); (d) describe in  
11 detail whether and how he is in compliance with each Section of this Order; and  
12 (e) provide a copy of each Order Acknowledgment obtained pursuant to this  
13 Order, unless previously submitted to the Plaintiffs.

14 2. Additionally, Charles Kharouf must: (a) identify all telephone numbers  
15 and all physical, postal, email and Internet addresses, including all residences; (b)  
16 identify all business activities, including any business for which he performs  
17 services whether as an employee or otherwise and any entity in which he has any  
18 ownership interest; and (c) describe in detail his involvement in each such  
19 business, including title, role, responsibilities, participation, authority, control, and  
20 any ownership.

21 B. For ten (10) years after entry of this Order, Charles Kharouf must submit a  
22 compliance notice, sworn under penalty of perjury, within fourteen (14) days of any  
23 change in the following:  
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1           1. Charles Kharouf must report any change in: (a) any designated point of  
2 contact; or (b) the structure of any entity that Charles Kharouf has any ownership  
3 interest in or controls directly or indirectly that may affect compliance obligations  
4 arising under this Order, including: creation, merger, sale, or dissolution of the  
5 entity or any subsidiary, parent, or affiliate that engages in any acts or practices  
6 subject to this Order.

7  
8           2. Additionally, Charles Kharouf must report any change in: (a) name,  
9 including aliases or fictitious name, or residence address; or (b) title or role in any  
10 business activity, including any business for which he performs services whether  
11 as an employee or otherwise and any entity in which he has any ownership  
12 interest, and identify the name, physical address, and any Internet address of the  
13 business or entity.

14  
15 C. Charles Kharouf must submit to the Plaintiffs notice of the filing of any  
16 bankruptcy petition, insolvency proceeding, or similar proceeding by or against him  
17 within fourteen (14) days of its filing.

18  
19 D. Any submission to the Plaintiffs required by this Order to be sworn under penalty  
20 of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by  
21 concluding: "I declare under penalty of perjury under the laws of the United States of  
22 America that the foregoing is true and correct. Executed on: \_\_\_\_" and supplying the  
23 date, signatory's full name, title (if applicable), and signature.

24  
25 E. Unless otherwise directed by a Plaintiffs' representative in writing, all  
26 submissions to the Commission pursuant to this Order must be emailed to  
27 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate  
28



1 Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission,  
2 600 Pennsylvania Avenue NW, Washington, DC 20580; the subject line must begin:

3 *FTC et al., v. Educare Centre Services, Inc.* X190039.

4 F. Unless otherwise directed by a Plaintiffs' representative in writing, all  
5 submissions to the Ohio Attorney General pursuant to this Order must be mailed to: Ohio  
6 Attorney General's Office, Consumer Protection Section, Attn: Compliance Unit, 30 East  
7 Broad Street, 14<sup>th</sup> Floor, Columbus, Ohio 43215; the subject line must begin: FTC/Ohio  
8 v. Educare Centre Services, Inc.  
9

#### 10 **XI. RECORDKEEPING**

11 IT IS FURTHER ORDERED that Charles Kharouf must create certain records for  
12 ten (10) years after entry of the Order, and retain each such record for five (5) years.

13 Specifically, Charles Kharouf for any business that he, individually or collectively with  
14 any other Defendant, is a majority owner or controls directly or indirectly, must create  
15 and retain the following records:  
16

17 A. Accounting records showing the revenues from all goods or services sold;

18 B. Personnel records showing, for each Person providing services, whether as an  
19 employee or otherwise, that Person's: name; addresses; telephone numbers; job title or  
20 position; dates of service; and (if applicable) the reason for termination;  
21

22 C. Records of all consumer complaints and refund requests, whether received  
23 directly or indirectly, such as through a third party, and any response; and  
24

25 D. All records necessary to demonstrate full compliance with each provision of this  
26 Order, including all submissions to the Plaintiffs.  
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**XII. COMPLIANCE MONITORING**

1 IT IS FURTHER ORDERED that, for the purpose of monitoring Charles  
2 Kharouf's compliance with this Order, including the financial representations upon which  
3 part of the judgment was suspended and any failure to transfer any assets as required by  
4 this Order:  
5

6 A. Within fourteen (14) days of receipt of a written request from a representative of  
7 the Plaintiffs, Charles Kharouf must: submit additional compliance reports or other  
8 requested information, which must be sworn under penalty of perjury; appear for  
9 depositions; and produce documents for inspection and copying. The Plaintiffs are also  
10 authorized to obtain discovery, without further leave of court, using any of the procedures  
11 prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions),  
12 31, 33, 34, 36, 45, and 69.  
13

14 B. For matters concerning this Order, the Plaintiffs are authorized to communicate  
15 directly with Charles Kharouf. Charles Kharouf must permit representatives of the  
16 Plaintiffs to interview any employee or other Person affiliated him who has agreed to  
17 such an interviewd. The Person interviewed may have counsel present.  
18

19 C. The Plaintiffs may use all other lawful means, including posing, through its  
20 representatives as consumers, suppliers, or other individuals or entities, to Charles  
21 Kharouf or any individual or entity affiliated with him, without the necessity of  
22 identification or prior notice. Nothing in this Order limits the Plaintiffs' lawful use of  
23 compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-  
24 1.  
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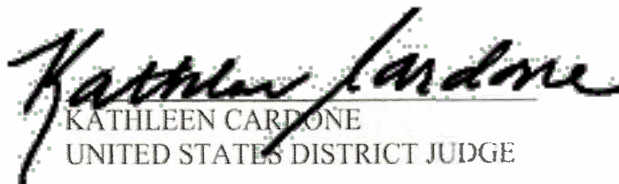
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D. Upon written request from a representative of the Plaintiffs, any consumer reporting agency must furnish consumer reports concerning Charles Kharouf, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

**XIII. 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 22nd day of September, 2020.

  
KATHLEEN CARDONE  
UNITED STATES DISTRICT JUDGE



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Charles Kharouf

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**XIII. 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.

\_\_\_\_\_  
KATHLEEN CARDONE  
UNITED STATES DISTRICT JUDGE

*Erin Leahy* 9/21/2020

\_\_\_\_\_  
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\_\_\_\_\_  
Charles Kharouf