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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

FEDERAL TRADE COMMISSION, and
STATE OF NEVADA,

Plaintiffs

v.

INTERNATIONAL MARKETS LIVE, INC., a
corporation, also d/b/a IYOVIA, iMarketsLive,
IM Mastery Academy, and IM Academy, et al.,

Defendants

Case No. 2:25-cv-00760-CDS-NJK

**STIPULATED ORDER FOR
PERMANENT INJUNCTION,
MONETARY JUDGMENT, AND
OTHER RELIEF AS TO
GLOBAL DYNASTY NETWORK,
LLC, JASON BROWN, AND
MATTHEW ROSA**

[ECF No. 98]

1 Plaintiffs, the Federal Trade Commission (“Commission”) and the State of Nevada
2 (collectively, “Plaintiffs”), filed their Complaint for Permanent Injunction, Monetary Judgment,
3 and Other Relief (“Complaint”), for a permanent injunction, monetary relief, and other relief in
4 this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”),
5 15 U.S.C. §§ 53(b), 57b, Section 5 of the Restore Online Shoppers’ Confidence Act (“ROSCA”),
6 15 U.S.C. § 8404, the Telemarketing and Consumer Fraud and Abuse Prevention Act
7 (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and Nev. Rev. Stat. § 598.0963. Plaintiffs and
8 Defendants Global Dynasty Network, LLC, Jason Brown, and Matthew Rosa (“Settling
9 Defendants”) stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary
10 Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

11 THEREFORE, IT IS ORDERED as follows:

12 **FINDINGS**

- 13 1. This Court has jurisdiction over this matter.
- 14 2. The Complaint charges that Defendants participated in deceptive acts or practices
15 in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, Section 4 of ROSCA, 15 U.S.C. §
16 8403, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the FTC’s Telemarketing Sales Rule
17 (“TSR”), 16 C.F.R. Part 310, in connection with the advertising, marketing, distribution, and
18 selling of Trading Training Services and a multi-level marketing business opportunity to
19 consumers throughout the United States.
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- 1 3. An audible disclosure, including by telephone or streaming video, must be
2 delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily
3 hear and understand it.
- 4 4. In any communication using an interactive electronic medium, such as the
5 Internet, an app, or software, the disclosure must be unavoidable. A disclosure is not
6 Clear and Conspicuous if a consumer must take any action, such as clicking on a
7 hyperlink or hovering over an icon, to perceive and understand it.
- 8 5. The disclosure must use diction and syntax understandable to ordinary consumers
9 and must appear in each language in which the representation that requires the
10 disclosure appears.
- 11 6. The disclosure must comply with these requirements in each medium through
12 which it is received, including all electronic devices and face-to-face communications.
- 13 7. The disclosure must not be contradicted or mitigated by, or inconsistent with,
14 anything else in the communication.
- 15 8. When the representation or sales practice targets a specific audience, such as
16 children, the elderly, or the terminally ill, “ordinary consumers” includes members of
17 that group.
- 18

19 C. “**Corporate Defendants**” means International Markets Live, Inc., also d/b/a
20 IYOVIA, iMarketsLive, IM Mastery Academy, and IM Academy (“IML”); IM Mastery
21 Academy Ltd., f/k/a International Markets Live Ltd., Assiduous, Inc., Global Dynasty Network,
22 LLC, and their affiliates, subsidiaries, successors and assigns.

23 D. “**Individual Defendants**” means Christopher Terry, a/k/a Chris Terry, Isis Terry,
24 f/k/a Isis De La Torre, Jason Brown, Alex Morton, Matthew Rosa, and Brandon Boyd.

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1 E. **“Earnings Claim”** means any representation to consumers, specific or general,
2 about income, financial gains, percentage gains, profit, net profit, gross profit, or return on
3 investment. Earnings Claims include, but are not limited to: (a) the details of specific profitable
4 trades, whether actual or hypothetical; (b) references to quitting one’s job, not having to work,
5 financial freedom, or living off of income from trading in any financial market or multi-level
6 marketing; (c) references to increased savings; (d) references to purchases, including a home,
7 vehicle, boat, vacation, jewelry, luxury clothing and accessories, or travel; (e) claims that
8 consumers will not lose money if they use a particular trading strategy; (f) claims that profits are
9 likely, probable, or the “mathematical” result of applying a particular trading strategy; (g) any
10 statements, claims, success stories, endorsements, or testimonials about the performance or
11 profitability of representatives, endorsers, instructors or customers; and (h) any representation,
12 even hypothetical, of how much money a consumer could or would earn.

13 F. **“Investment Opportunity”** includes anything, tangible or intangible, that is
14 offered, offered for sale, sold, or traded based wholly or in part on representations, either express
15 or implied, about past, present, or future income, profit, or appreciation.

16 G. **“Multi-Level Marketing Program”** means any marketing program in which
17 participants have the right to: (a) recruit additional participants, or have additional participants
18 placed into the participant’s downline, tree, cooperative, income center, or other similar program
19 grouping; (b) sell or purchase goods or services; and (c) receive payment or other compensation
20 that is based, in whole or in part, upon the payments or purchases made by those in the
21 participant’s downline, tree, cooperative, income center, or similar program grouping.

22 H. **“Negative Option Feature”** means a provision of a contract under which the
23 consumer’s silence or failure to take affirmative action to reject a good or service or to cancel the
24 agreement is interpreted by the negative option seller or provider as acceptance (or continuing
25 acceptance) of the offer.

1 I. “**Person**” means any natural person or any entity, corporation, partnership, or
2 association of persons.

3 J. “**Seller**” means any Person who, in connection with a Telemarketing transaction,
4 provides, offers to provide, or arranges for others to provide goods or services to the customer in
5 exchange for consideration.

6 K. “**Settling Defendants**” means Global Dynasty Network, LLC, Jason Brown, and
7 Matthew Rosa.

8 L. “**Telemarketer**” means any Person who, in connection with Telemarketing,
9 initiates or receives telephone calls to or from a customer or donor.

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

13 N. “**Trading Training Service**” means any product or service, including any program
14 or plan, that is represented, expressly or by implication, to train or teach a consumer how to trade
15 in any financial market, including the foreign exchange, binary options, cryptocurrency, or stock
16 markets.

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18 **ORDER**

19 **I. PROHIBITION CONCERNING EARNINGS CLAIMS**

20 IT IS ORDERED that Settling Defendants, Settling Defendants’ officers, agents,
21 employees, and attorneys, and all other Persons in active concert or participation with any of
22 them, who receive actual notice of this Order, whether acting directly or indirectly, in
23 connection with promoting or offering for sale any good or service are permanently restrained
24 and enjoined from making any Earnings Claims or assisting others in making any Earnings
25 Claims, expressly or by implication, unless:
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1 A. The Earnings Claims are non-misleading;

2 B. At the time the Earnings Claims are made, Settling Defendants:

3 1. have a reasonable basis for the claim;

4 2. have in their possession written materials that substantiate the claimed earnings
5 and that the claimed earnings are typical for consumers similarly situated to those to
6 whom the claim is made; and

7 3. make the written substantiation available upon request to the consumer, potential
8 purchaser, and the Plaintiffs; and

9 C. Any earnings of the Settling Defendants that form the basis for the Earnings
10 Claims were achieved in compliance with the law.

11 **II. PROHIBITION AGAINST MISREPRESENTATIONS**

12 IT IS FURTHER ORDERED that Settling Defendants, Settling Defendants' officers,
13 agents, employees, and attorneys, and all other Persons in active concert or participation with any
14 of them, who receive actual notice of this Order, whether acting directly or indirectly, in
15 connection with the advertising, marketing, promoting, offering for sale, or selling of any good or
16 service, including, but not limited to, any Trading Training Service, Multi-Level Marketing
17 Program, or Investment Opportunity, are permanently restrained and enjoined from
18 misrepresenting or assisting others in misrepresenting, expressly or by implication:

19 A. The description of the good or service;

20 B. The level of experience required for consumers to effectively use the good or
21 service;

22 C. The time or effort required for consumers to effectively use the good or service;

23 D. The amount of capital required for consumers to effectively use the good or
24 service;

25 E. That any government entity is auditing or reviewing the good or service or
26 representations regarding the good or service;

1 F. Any material aspect of the nature or terms of a refund, cancellation, or exchange
2 policy for the good or service; or

3 G. Any other fact material to consumers concerning any good or service, such as: the
4 total costs; any material restrictions, limitations, or conditions; or any material aspect of its
5 performance, efficacy, nature, or central characteristics.

6 **III. PROHIBITIONS REGARDING NEGATIVE OPTIONS**

7 IT IS FURTHER ORDERED that the Settling Defendants, Settling Defendants' officers,
8 agents, and employees, and all other Persons in active concert or participation with them, who
9 receive actual notice of this Order, whether acting directly or indirectly, are permanently
10 restrained and enjoined from offering any good or service with a Negative Option Feature,
11 without first:

12 A. Disclosing Clearly and Conspicuously, and immediately adjacent to the means of
13 recording the consumer's consent for the Negative Option Feature, all material terms of the
14 transaction before obtaining the consumer's billing information; and

15 B. Obtaining the consumer's express informed consent before charging the
16 consumer's credit card, debit card, bank account, or other financial account for the transaction.
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18 **IV. PROHIBITIONS REGARDING TELEMARKETING**

19 IT IS FURTHER ORDERED that Settling Defendants, Settling Defendants' officers,
20 agents, and employees, and all other Persons in active concert or participation with them, who
21 receive actual notice of this Order, whether acting directly or indirectly, in connection with
22 Telemarketing of any goods or services are permanently restrained and enjoined from:
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1 B. The facts alleged in the Complaint will be taken as true, without further proof, in
2 any subsequent civil litigation by or on behalf of Plaintiffs, including in a proceeding to enforce its
3 rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability
4 complaint in any bankruptcy case.

5 C. The facts alleged in the Complaint establish all elements necessary to sustain an action
6 by Plaintiffs pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C.
7 § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

8 D. Each Settling Defendant acknowledges that Settling Defendant's Employer
9 Identification Number, Social Security Number, or other Taxpayer Identification Number
10 ("TIN"), including all TINs that Settling Defendants previously provided, may be used by
11 Plaintiffs for reporting and other lawful purposes, including collecting on any delinquent amount
12 arising out of this Order in accordance with 31 U.S.C. §7701.

13 E. All money received by the Plaintiffs pursuant to this Order's Judgment for
14 Monetary Relief may be deposited into a fund administered by the Commission or its designee to
15 be used for consumer relief, such as redress and any attendant expenses for the administration of
16 any redress fund. If a representative of the Commission decides that direct redress to consumers
17 is wholly or partially impracticable or money remains after such redress is completed, the
18 Commission may apply any remaining money for such related relief (including consumer
19 information remedies) as it determines to be reasonably related to Defendants' practices alleged
20 in the Complaint. Any money not used for relief is to be deposited to the U.S. Treasury. Settling
21 Defendants have no right to challenge any actions the Commission or its representatives may
22 take pursuant to this Subsection.

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VII. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Settling Defendants, Settling Defendants' 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:

6 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 a credit card, bank account, cryptocurrency account, or other financial account), that any Defendant obtained prior to entry of this Order in connection with the sale of Trading Training Services or business opportunities.

11 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.

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VIII. COOPERATION

IT IS FURTHER ORDERED that Settling Defendants must fully cooperate with representatives of the Plaintiffs in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Settling Defendants must provide truthful and complete information, evidence, and testimony. Defendants Jason Brown and Matthew Rosa must appear, and Global Dynasty Network, LLC must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that either Plaintiff's representative may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as either Plaintiff's representative may designate, without the service of a subpoena.

1 **IX. ORDER ACKNOWLEDGMENTS**

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

4 A. Each Settling Defendant, by August 15, 2025, must submit to both Plaintiffs
5 an acknowledgment of receipt of this Order sworn under penalty of perjury.

6 B. For three years after entry of this Order, Jason Brown and Matthew Rosa, for
7 any business that such Settling Defendant, individually or collectively with any other Settling
8 Defendants, is the majority owner or controls directly or indirectly, and Global Dynasty Network,
9 LLC, must deliver and/or reasonably attempt to deliver a copy of this Order to: (1) all principals,
10 officers, directors, and LLC managers and members; (2) all employees having managerial
11 responsibilities for conduct related to the subject matter of the Order and all agents and
12 representatives who participate in conduct related to the subject matter of the Order; and (3) any
13 business entity resulting from any change in structure as set forth in the Section titled Compliance
14 Reporting. Delivery must occur by August 15, 2025, for current personnel. For all others, delivery
15 must occur before they assume their responsibilities.

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

19 **X. COMPLIANCE REPORTING**

20 IT IS FURTHER ORDERED that Settling Defendants make timely submissions to both
21 Plaintiffs:

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

24 1. Each Settling Defendant must: (a) identify the primary physical, postal,
25 and email address and telephone number, as designated points of contact, which representatives
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1 of the Plaintiffs may use to communicate with Settling Defendant; (b) identify all of that Settling
2 Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and
3 Internet addresses; (c) describe the activities of each business, including the goods and services
4 offered, the means of advertising, marketing, and sales, and the involvement of any other
5 Defendant (which Defendants Jason Brown and Matthew Rosa must describe if they know or
6 should know due to their own involvement); (d) describe in detail whether and how that Settling
7 Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order
8 Acknowledgment obtained pursuant to this Order, unless previously submitted to the Plaintiffs.

9 2. Additionally, Defendants Jason Brown and Matthew Rosa must: (a)
10 identify all telephone numbers and all physical, postal, email and Internet addresses, including all
11 residences; (b) identify all business activities, including any business for which such Settling
12 Defendant performs services whether as an employee or otherwise and any entity in which such
13 Settling Defendant has any ownership interest; and (c) describe in detail such Settling
14 Defendant's involvement in each such business, including title, role, responsibilities,
15 participation, authority, control, and any ownership.

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

19 1. Each Settling Defendant must report any change in: (a) any designated
20 point of contact; or (b) the structure of Global Dynasty Network, LLC or any entity that Settling
21 Defendant has any ownership interest in or controls directly or indirectly that may affect
22 compliance obligations arising under this Order, including: creation, merger, sale, or dissolution
23 of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to
24 this Order.

1 2. Additionally, Jason Brown and Matthew Rosa must report any change in:
2 (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any
3 business activity, including any business for which such Settling Defendant performs services
4 whether as an employee or otherwise and any entity in which such Settling Defendant has any
5 ownership interest, and identify the name, physical address, and any Internet address of the
6 business or entity.

7 C. Each Settling Defendant must submit to both Plaintiffs notice of the filing of any
8 bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Settling
9 Defendant within 14 days of its filing.

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

15 E. Unless otherwise directed by a Commission representative in writing, all
16 submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or
17 sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement,
18 Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,
19 Washington, DC 20580. The subject line must begin: FTC v International Markets Live.

20 F. Unless otherwise directed by a representative of the State of Nevada in writing, all
21 submissions to the State of Nevada pursuant to this Order must be emailed to
22 bcpmsreports@ag.nv.gov or sent by overnight courier (not the U.S. Postal Service) to: Lucas
23 Tucker, Senior Deputy Attorney General, Bureau of Consumer Protection, 8945 West Russell
24 Road, Suite #204, Las Vegas, NV 89148. The subject line must begin: FTC v International
25 Markets Live.

1 **XI. RECORDKEEPING**

2 IT IS FURTHER ORDERED that Settling Defendants must create certain records for 10
3 years after entry of the Order, and retain each such record for 5 years. Specifically, Global
4 Dynasty Network, LLC, Jason Brown, and Matthew Rosa, for any business that such Settling
5 Defendant, individually or collectively with any other Settling Defendants, is a majority owner
6 or controls directly or indirectly, must create and retain the following records:

- 7 A. Accounting records showing the revenues from all goods or services sold;
8 B. Personnel records showing, for each Person providing services, whether as an
9 employee or otherwise, that Person's: name; addresses; telephone numbers; job title or position;
10 dates of service; and (if applicable) the reason for termination;
11 C. Records of all consumer complaints and refund requests, whether received
12 directly or indirectly, such as through a third party, and any response;
13 D. Telemarketing scripts and compliance reviews of any telemarketing calls; and
14 E. All records necessary to demonstrate full compliance with each provision of this
15 Order, including all submissions to the Plaintiffs.

16 **XII. COMPLIANCE MONITORING**

17 IT IS FURTHER ORDERED that, for the purpose of monitoring Settling Defendants'
18 compliance with this Order and any failure to transfer any assets as required by this Order:

- 19 A. Within 14 days of receipt of a written request from a representative of either
20 Plaintiff, each Settling Defendant must: submit additional compliance reports or other requested
21 information, which must be sworn under penalty of perjury; appear for depositions; and produce
22 documents for inspection and copying. Both Plaintiffs are also authorized to obtain discovery,
23 without further leave of court, using any of the procedures prescribed by Federal Rules of Civil
24 Procedure 29, 30 (including depositions by remote means), 31, 33, 34, 36, 45, and 69.

1 B. For matters concerning this Order, both Plaintiffs are authorized to communicate
2 directly with each Settling Defendant. Settling Defendants must permit representatives of Plaintiffs
3 to interview any employee or other Person affiliated with any Settling Defendant who has agreed
4 to such an interview. The Person interviewed may have counsel present.

5 C. Both Plaintiffs may use all other lawful means, including posing, through its
6 representatives as consumers, suppliers, or other individuals or entities, to Settling Defendants, and
7 any individual or entity affiliated with Settling Defendants, without the necessity of identification
8 or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process,
9 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

10 D. Upon written request from a representative of either Plaintiff, any consumer
11 reporting agency must furnish consumer reports concerning Jason Brown and Matthew Rosa,
12 pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

13 **XIII. RETENTION OF JURISDICTION**

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

16 Dated: August 8, 2025

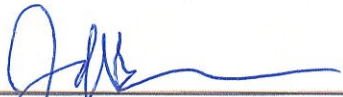
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20 HON. CRISTINA D. SILVA
21 UNITED STATES DISTRICT JUDGE
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SO STIPULATED AND AGREED:

FOR PLAINTIFFS:

FEDERAL TRADE COMMISSION



Date: August 7, 2025


THOMAS M. BIESTY
LAURA C. BASFORD
J. RONALD BROOKE, JR.
JOSHUA DOAN
Federal Trade Commission
600 Pennsylvania Ave., NW, CC-8528
Washington, D.C. 20580
(202) 326-3043 (Biesty)
(202) 326-2343 (BASFORD)
(202) 326-3484 (Brooke)
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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

STATE OF NEVADA

AARON D. FORD
Attorney General

ERNEST D. FIGUEROA
Consumer Advocate




Date: June 4, 2025

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Attorneys for Plaintiff
STATE OF NEVADA

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FOR DEFENDANTS:



Date: June 4, 2025
ROBBY H. BIRNBAUM, ESQ. (Fla. Bar No. 175889)
GREENSPOON MARDER, LLP (954) 343.6959
COUNSEL FOR GLOBAL Robby.Birnbaum@gmlaw.com
DYNASTY NETWORK, LLC

DEFENDANTS:

Date: _____
JASON BROWN, INDIVIDUALLY
AND AS AN OFFICER OF INTERNATIONAL
MARKETS LIVE, INC. AND MEMBER OF
GLOBAL DYNASTY NETWORK, LLC



Date: June 4, 2025
MATTHEW ROSA, INDIVIDUALLY AND
AS A MEMBER OF GLOBAL DYNASTY
NETWORK, LLC

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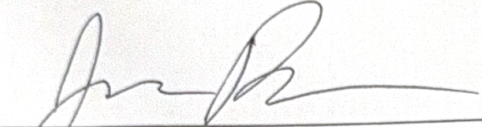
FOR DEFENDANTS:

Date: _____

ROBBY H. BIRNBAUM, ESQ.
GREENSPOON MARDER, LLP
COUNSEL FOR GLOBAL
DYNASTY NETWORK, LLC

DEFENDANTS:

Date: 06/03/2025



JASON BROWN, INDIVIDUALLY
AND AS AN OFFICER OF INTERNATIONAL
MARKETS LIVE, INC. AND MEMBER OF
GLOBAL DYNASTY NETWORK, LLC

Date: _____

MATTHEW ROSA, INDIVIDUALLY AND
AS A MEMBER OF GLOBAL DYNASTY
NETWORK, LLC