

7/2/12 4:23pm  
FILED  
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8  
9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
10 IN AND FOR THE COUNTY OF MARICOPA

11 STATE OF ARIZONA, *ex rel.* THOMAS C.  
HORNE, Attorney General,

Case No.: CV2012-008955

12 Plaintiff,

CONSENT JUDGMENT

13 vs.

14 GLOBAL WEB EXCHANGE, LLC, a Georgia  
limited liability corporation, STACIA BEST  
15 and DANETT BROWN,

16 Defendants.

17  
18 The State of Arizona filed a complaint alleging violations of the Arizona Consumer  
19 Fraud Act, A.R.S § 44-1521, *et seq*, and the Arizona Telephone Solicitations Statute, A.R.S.  
20 §44-1271, *et seq*. The defendants Global Web Exchanges, LLC, a Georgia limited liability  
21 corporation, Stacia Best and Danett Brown, having been fully advised of the right to a trial in  
22 this matter and having waived the same. Defendants admit the jurisdiction of the Court and  
23 stipulate, solely for the purpose of settling this proceeding, that the Court may enter the  
24 following Consent Judgment.

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1 FINDINGS OF FACT

2 1. Defendant Global Web Exchange, LLC, is a Georgia limited liability company  
3 operating in Maricopa County, Arizona since 2009. Defendant's principal place of business is  
4 located at 2345 E. Thomas Road, Suite 102 in Phoenix, Arizona.  
5

6 2. Defendant Stacia Best is a resident of Conyers, Georgia and a manager/member  
7 of Global Web Exchange, LLC. As such, she directed, managed and controlled the operations  
8 of defendant Global Web Exchange, LLC.

9 3. Defendant Danett Brown is a resident of Arizona and a manager of Global Web  
10 Exchange, LLC. As such, she directed, managed and controlled the operations of defendant  
11 Global Web Exchange, LLC.

12 4. From 2009 until the end of 2011, defendants initiated telephone calls to  
13 consumers to sell web-based businesses and advertising. The purported product being sold  
14 by defendants varied over time, from marketing a website to sign up affiliates and members in  
15 order to earn referral fees and residual income, to more traditional website design and  
16 marketing for those websites.

17 5. The State alleges that defendants represented to consumers that they would earn  
18 a commission when website surfers signed up as affiliates or members, or made purchases  
19 from the consumer's website.

20 6. The State alleges that defendants charged consumers a minimum of \$195.95 to  
21 design a website. Consumers complained that they could not access their website, that the  
22 website address was not as they ordered or that their website did not exist.

23 7. The State alleges that, soon after purchasing a website, consumers received a  
24 second telephone call from defendants. During this call, defendants urged consumers to  
25 purchase an advertising package. Defendants explained to consumers that such advertising  
26 was necessary to bring potential customers to their website.

1           8.     The cost of defendants' advertising packages typically ranged from a few  
2 thousand dollars to nearly \$10,000.

3           9.     The State alleges that defendants made various false and deceptive statements in  
4 violation of the Arizona Consumer Fraud Act, A.R.S. § 44-1521, *et seq.*, including but not  
5 limited to the following:

6           A.     Defendants falsely told consumers that they would generate income from  
7 the design and set up of their websites.

8           B.     Defendants made numerous deceptive and misleading claims to  
9 consumers regarding the effectiveness of their advertising and the increased earnings  
10 that consumers would realize if they purchased such advertising.

11          C.     Defendants made numerous deceptive and misleading claims to  
12 consumers regarding their ability to obtain full refunds if they were dissatisfied with  
13 defendants' products or services. Defendants represented to numerous consumers,  
14 through written guarantees, that they would receive a full refund if they fail to "see  
15 results" from their advertising purchase within 30 to 90 days.

16          10.    Defendants conducted "telephone solicitation sales" as defined under the  
17 Telephone Solicitations Statute, A.R.S. § 44-1271, *et seq.* In so doing, Defendants were  
18 required to comply with the mandates of the Statute.

19          11.    Prior to November 14, 2011, Defendants conducted telephone solicitations  
20 without filing a verified registration statement with the Arizona Secretary of State as set forth  
21 in A.R.S. § 44-1272.

22          12.    Prior to November 14, 2011, Defendants conducted telephone solicitations  
23 without first filing a bond in the amount of one hundred thousand dollars (\$100,000.00) with  
24 the Arizona State Treasurer as required in A.R.S. § 44-1274.

25          13.    Defendants conducted telephone solicitations without providing the required  
26 disclosures and notices of cancellation to consumers as required by A.R.S. § 44-1276. In

1 many instances, defendants did not honor consumers' right to cancel and refund requests as  
2 mandated by A.R.S. § 44-1276(C).

3 14. Defendants' violations of the Telephone Solicitations Statute constitute an  
4 unlawful practices under the Arizona Consumer Fraud Act, A.R.S. § 44-1522, et seq.

5 **CONCLUSIONS OF LAW**

6 15. The actions described in paragraphs 1 through 14 above constitute violations of  
7 A.R.S. § 44-1521, et seq.

8 16. While engaging in the acts and practices alleged above, Defendants were at all  
9 times acting willfully as defined by A.R.S. § 44-1531(B).

10 17. The actions described in paragraph 10 through 14 above constitute violations of  
11 A.R.S. § 44-1271, et seq.

12 **ORDER**

13 NOW, therefore, it is ORDERED, ADJUDGED, AND DECREED:

14 1. Defendants, Global Web Exchange, LLC; Stacia Best and Danett Brown, their  
15 officers, agents, servants, employees, successor corporation(s), and attorneys and all persons  
16 in active concert or participation with them shareholders, directors, employees, agents, or  
17 other representatives who receive actual notice of this order by personal service or otherwise  
18 are hereby permanently enjoined and restrained from, directly or indirectly:

19 A. Engaging in any conduct in violation of the Arizona Consumer Fraud  
20 Act, A.R.S. § 44-1522, et seq. , the Arizona Telephone Solicitations Act, A.R.S. § 44-  
21 1271, et seq. or the Federal Trade Regulation Rule Concerning Franchising and  
22 Business Opportunities, 16 C.F.R. § 436;

23 B. Engaging in, receiving any remuneration of any kind whatsoever from,  
24 holding any ownership interest, share or stock in, or serving as an officer, director or  
25 trustee of any business entity engaged, in whole or in part, in the advertisement and/or  
26

1 sale of any business opportunity, web-based business sale or advertising, within the  
2 State of Arizona or to any consumer located in Arizona;

3 C. Misrepresenting the terms of any refund policy;

4 D. Refusing to honor requests for refunds where such requests are made in  
5 accordance with Arizona law or the written contract;

6 E. Refusing to honor requests for cancellations where such requests are  
7 made in accordance with the represented cancellation policy;

8 F. Engaging in, receiving any remuneration of any kind whatsoever from,  
9 holding any ownership interest, share or stock in, or serving as an officer, director or  
10 trustee of any business entity engaged, in whole or in part, in the advertisement and/or  
11 sale of any business in the state of Arizona that includes outbound telemarketing as a  
12 means to generate sales;

13 G. Making any and all outbound telemarketing calls, from any state, to any  
14 consumer residing in the State of Arizona;

15 H. Providing to any person, including any natural person or his legal  
16 representative, any partnership, domestic or foreign corporation, any company, trust,  
17 business entity, or association, any agent, employee, salesman, partner, officer,  
18 director, member, stockholder, associate, or trustee, other than a law-enforcement  
19 agency, the name address, telephone number, e-mail address, fax number and/or credit  
20 card or bank account number of any consumer who provided such information to or did  
21 business with the defendants, their successors, assigns, agents, employees, officers,  
22 servants and persons who acted in concert or participation with them.

23 2. Pursuant to A.R.S. § 44-1279, defendants Global Web Exchange, LLC, Stacia  
24 Best and Danett Brown shall refund all monies paid by those consumers who filed a complaint  
25 with the Office of the Attorney General on or before the entry of this consent judgment, unless  
26 said consumer previously received a full refund from defendants or a chargeback from the

1 consumer's own credit card company. Defendants will substantiate that refunds to consumers  
2 were made by providing to the Office of the Attorney General within thirty (30) days after the  
3 entry of this consent judgment, (1) a list of each consumer who paid monies to defendants and  
4 was not previously refunded and (2) proof of payment of the refund. The list shall include  
5 each consumer's name, address and telephone number.

6           The State will verify that all eligible consumers receive refunds. Defendants  
7 cannot dispute a consumer's eligibility for a refund unless defendants demonstrate to the State  
8 that an eligible consumer did not provide the payment claimed or previously received a refund  
9 or chargeback. Such demonstration shall consist of documents that sufficiently establish  
10 refunds paid by defendants or chargebacks made through an eligible consumer's credit card  
11 account. Defendants cannot dispute a consumer's eligibility if the documentation is not  
12 submitted to the State within said thirty (30) day period. A statement by any consumer's bank,  
13 debit card or credit card company that a payment was made and a refund or chargeback was not  
14 issued shall be conclusive evidence that said consumer remains eligible to receive a refund  
15 from defendants. This Court shall resolve any questions relating to consumer eligibility or  
16 receipt of payments, refunds or chargebacks.

17           3. Plaintiff is awarded judgment against defendants Global Web Exchange, LLC,  
18 Stacia Best and Danett Brown, jointly and severally, for civil penalties in the amount of  
19 Twenty Thousand Dollars (\$20,000.00), payable at the time of entry of this judgment. All  
20 monies paid as civil penalties under this Consent Judgment shall be administered in  
21 accordance with A.R.S. § 44-1531.01 and used for the purposes set forth therein.

22           4. Plaintiff is awarded judgment against defendants Global Web Exchange, LLC,  
23 Stacia Best and Danett Brown, jointly and severally, for attorneys' fees and costs in the  
24 amount of One Thousand, Five Hundred Dollars (\$1,500.00), payable at the time of entry of  
25 this judgment, to be deposited in the Consumer Fraud Revolving Fund pursuant to A.R.S. §  
26 44-1534.01 and used for the purposes set forth therein.



1 officer of this State or subdivision thereof from instituting other civil or criminal proceedings  
2 as may be appropriate now or in the future.

3 5. Stacia Best represents that she is the Manager/Member and or principal of  
4 Global Web Exchange, LLC and that, as such, she is authorized to enter into this Consent  
5 Judgment for and on behalf of Global Web Exchange, LLC.

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Stacia Best

Global Web Exchange, LLC

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\_\_\_\_\_  
Danett Brown

By \_\_\_\_\_

Stacia Best  
Manager/Member

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APPROVED AS TO FORM AND CONTENT:

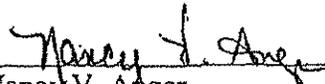
14

Thomas C. Horne  
Attorney General

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17

By:   
Nancy V. Anger  
Assistant Attorney General  
State of Arizona

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By:   
Attorneys for Defendants

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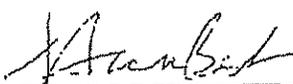
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8 \_\_\_\_\_  
9 Stacia Best

Global Web Exchange, LLC

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11 \_\_\_\_\_  
12 Danett Brown

By   
\_\_\_\_\_   
Stacia Best  
Manager/Member

13 APPROVED AS TO FORM AND CONTENT:

14 Thomas C. Horne  
15 Attorney General

16  
17 By: \_\_\_\_\_  
18 Nancy V. Anger  
19 Assistant Attorney General  
20 State of Arizona

21 By: \_\_\_\_\_  
22 Attorneys for Defendants

23 2661233

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8 \_\_\_\_\_  
9 Stacia Best

Global Web Exchange, LLC

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11 \_\_\_\_\_  
12 Danett Brown

By \_\_\_\_\_  
Stacia Best  
Manager/Member

13 APPROVED AS TO FORM AND CONTENT:

14 Thomas C. Horne  
15 Attorney General  
16

17 By: \_\_\_\_\_  
18 Nancy V. Anger  
19 Assistant Attorney General  
20 State of Arizona

21 By: \_\_\_\_\_  
22 Attorneys for Defendants

23 2661233  
24  
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*June 26, 2012*  
*Eileen Willett*  
JUDGE

HONORABLE EILEEN S. WILLETT