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Arizona Corporation Commission  
**DOCKETED**

August 21, 2006

**AUG 22 2006**

Docket Control  
Arizona Corporation Commission  
Telecommunications Division  
1200 West Washington  
Phoenix, AZ 85007

DOCKETED BY	nr
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RE: Staff's First Set of Data Requests to DELTEL, INC.  
Docket No. T-20396A-05-0542

Dear Mr. McNeil:

In accordance with Staff Member, John Bostwick's request, please find an original and thirteen (13) copies of Staff's Second Set of Data Requests in the above-referenced docket.

Should you have any questions concerning this filing, please contact my assistant, Teresa Bitterling or myself.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/tlb

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STAFF'S SECOND SET OF DATA REQUESTS TO DELTEL, INC. DOCKET NO.  
T-20396A-05-0542

JFB2-1 Mr. Damien Zamora, was End70 Corporation ("End70") a defendant in a case before the Federal Trade Commission ("FTC") in the last ten years?

**Yes.**

JFB2-2 Mr. Damien Zamora, has End70 Corporation been convicted of a felony in the last ten years?

**No.**

JFB2-3 Mr. Damien Zamora, has End70 Corporation, as one of the defendants, been ordered to pay \$500,000 in consumer redress? Also, as part of the settlement with the FTC, was End70 Corporation barred from making deceptive claims associated with the sale of any good or services, and required to discontinue airing infomercial they used to generate sales?

**Pursuant to a stipulated judgment entered into by and between the FTC, End70 and Damien Zamora, End70 and Damien Zamora agreed to pay \$500,000.00 to the FTC for equitable monetary relief including, but not limited to, customer redress and/or disgorgement, and for paying any attendant expenses of the administration of any redress fund. This amount was paid timely pursuant to the agreed upon scheduled. The terms and conditions of stipulated judgment are more fully set forth therein a copy of which is provided with these responses for you review. The terms of the stipulated judgment speak for themselves and Mr. Zamora's response is not intended to re-characterize or expand on those terms in any way.**

JFB2-4 Mr. Damien Zamora, in conjunction with the FTC settlement, is it true that if End70 Corporation's financial statements are found to be inaccurate, End70 Corporation will be required to pay \$36 million?

**The stipulated judgment was premised upon the truthfulness, accuracy, and completeness of certain financial statements and information provided to the FTC by End70 and Mr. Zamora. The stipulated judgment provided that if FTC should have evidence that the above-referenced financial statements failed to disclose any material asset the value of which exceeds \$1,000, materially misrepresented the value of any asset, or made any other material misrepresentation or omission, the FTC could move that the Court reopen the judgment for the purpose of allowing the FTC to modify the monetary portion of the stipulation. If the court found that there had been a failure to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation or omission in the above-referenced financial statements, the Court had the authority to reinstate a suspended judgment against in favor of the FTC in the amount of**

**\$36,000,000.00. In the several years following entry of the stipulated judgment, no such action was taken by either the FTC or the court.**

JFB2-5 Mr. Damien Zamora, please explain your involvement with a business opportunity called "Internet Treasure Chest" ("ITC") or "Internet Treasure Chest Home Business System."

**I was the founder and Chief Executive Officer of End70 Corporation, Inc., a California corporation which owned, marketed and sold products and services under the brand name Internet Treasure Chest.**

JFB2-6 Mr. Damien Zamora, please explain End70 Corporation's involvement with a business opportunity called "Internet Treasure Chest" or "Internet Treasure Chest Home Business System".

**End70 owned, marketed and sold products and services under the brand name Internet Treasure Chest (the "Products"). These Products were marketed to businesses and individuals primarily through television infomercials which End70 also produced and owned. The Products allowed users to establish an on-line marketplace or website to sell merchandise to the public. End70 also provided a series of available upgrades for the Products to its customers for an additional fee. End70 serviced and supported these customers through its staff and the use of several critical vendors. In addition to its infomercials, End70 promoted the Internet Treasure Chest Products through various websites (the "ITC Websites"). The ITC Websites were the primary venue, other than its television advertising, where end70's Products and brand were described and presented to the public. The ITC Website is used by prospective customers to learn about the Products and to purchase them. The ITC Website is the primary place where customers who have purchased the Products go in order to activate and begin using the Products.**

**Since the initial broadcasts of the Internet Treasure Chest infomercial beginning in March of 2001, tens of thousands of customers purchased the basic Internet Treasure Chest Products. Many of these customers had active websites using the Internet Treasure Chest software and related products. Many customers purchased and used merchant credit card processing accounts provided by end70 through Cardservice International and other merchant banks and processors. End70's customers transacted thousands of dollars in business on a monthly basis. End70 provided service to its customers through a number of third party vendors. Initially, when end70 customers purchased the Internet Treasure Chest Products, those Products were processed and delivered by two fulfillment houses. When end70's customers established their websites, they received web hosting services from a separate vendor and paid a hosting fee that the vendor collected on a**

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**monthly basis. In addition to the ability to sell their own products, end70's customers had the ability to order products to sell on their websites using the "Online Product Warehouse" provided by an outside vendor. End70's customers also receive coaching, marketing and other business development services from an End70 vendor.**

JFB2-7 Mr. Damien Zamora, please explain your present business relationship with the company called End70 Corporation. Please explain your past business relationship with the company called End70 Corporation.

**I founded end70 Corp. in 1998 (Virtual Merchant was originally incorporated, name change to end70 Corp in 1999).**

JFB2-8 Mr. Damien Zamora, please explain your present business relationship with Mr. Ian Welsh.

**Mr. Welsh is the current CFO and also a 5% owner of end70 Corporation, the company I founded in 1998.**

JFB2-9 Mr. Damien Zamora, please explain your past business relationships with Mr. Ian Welsh.

**Mr. Welsh joined me as a financial consultant in early 2000, and eventually became CFO in April 2001.**

JFB2-10 Mr. Damien Zamora, please explain your present personal relationship with Mr. Ian Welsh.

**Mr. Zamora objects to this request on the grounds that the term "personal relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Zamora's understanding of what is requested, Mr. Zamora responds as follows: Mr. Welsh and Mr. Zamora have been personal friends and business colleagues for many years. Mr. Welsh and Mr. Zamora are not related.**

JFB2-11 Mr. Damien Zamora, please explain your past personal relationship with Mr. Ian Welsh.

**Mr. Zamora objects to this request on the grounds that the term "personal relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Zamora's understanding of what is requested, Mr. Zamora responds as follows: Mr. Welsh and Mr. Zamora**

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**have been personal friends and business colleagues for many years. Mr. Welsh and Mr. Zamora are not related.**

JFB2-12 Mr. Damien Zamora, please explain your past personal relationships with Mr. Kirk Waldfogel.

**Mr. Zamora objects to this request on the grounds that the term "personal relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Zamora's understanding of what is requested, Mr. Zamora responds as follows:**

**I met Mr. Waldfogel in 2002 while looking at investing in his startup, DelTel Inc. We have been associates and friends since.**

JFB2-13 Mr. Damien Zamora, please explain your present personal relationships with Mr. Kirk Waldfogel.

**Mr. Zamora objects to this request on the grounds that the term "personal relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Zamora's understanding of what is requested, Mr. Zamora responds as follows:**

**We are friends and associates.**

JFB2-14 Mr. Damien Zamora, please explain your past business relationships with Mr. Kirk Waldfogel.

**Mr. Zamora objects to this request on the grounds that the term "business relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Zamora's understanding of what is requested, Mr. Zamora responds as follows:**

**We met 4 years ago and became friends.**

JFB2-15 Mr. Damien Zamora, please explain your present business relationships with Mr. Kirk Waldfogel.

**Mr. Zamora objects to this request on the grounds that the term "business relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Zamora's understanding of what is requested, Mr. Zamora responds as follows:**

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**We work together on DelTel Inc. business; I also help resell the company products.**

JFB2-16 Mr. Damien Zamora, have you been a defendant in a case before the Federal Trade Commission in the last ten years?

**Yes.**

JFB2-17 Mr. Damien Zamora, have you been convicted of a felony in the last ten years?

**No.**

JFB2-18 Mr. Damien Zamora, have you, as one of the defendants, been ordered to pay \$500,000 in consumer redress? Also, as part of the settlement with the FTC, have you been barred from making deceptive claims associated with the sale of any good or services, and required to discontinue airing infomercial they used to generate sales?

**Pursuant to a stipulated judgment entered into by and between the FTC, End70 and Damien Zamora, End70 and Damien Zamora agreed to pay \$500,000.00 to the FTC for equitable monetary relief including, but not limited to, customer redress and/or disgorgement, and for paying any attendant expenses of the administration of any redress fund. This amount was paid timely pursuant to the agreed upon scheduled. Additionally, the stipulated judgment provided that in connection with the advertising, promotion, offering for sale, or sale of any Business Opportunity, End70 and Damien Zamora, among others, agreed to refrain from misrepresenting, expressly or by implication, any material fact, including, but not limited to, (1) misrepresenting the total cost of purchasing a business opportunity; (2) that purchasers of a business opportunity were likely to earn substantial income; (3) that purchasers must pay substantial additional charges to make their business opportunity fully functional; (4) any fact material to a consumer's decision to purchase products or services. End70 and Mr. Zamora agreed to not violate or assisting others in violating any provision of the Telemarketing Sales Rule, 16 C.F.R. Part 310, including, but not limited to misrepresenting, directly or by implication, the total costs to purchase, receive, or use, goods or services that are the subject of the sales offer. The terms and conditions of stipulated judgment are more fully set forth therein a copy of which is provided with these responses for you review.**

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JFB2-19 Mr. Damien Zamora, in conjunction with the FTC settlement, is it true that if End.70 Corporation's financial statements are found to be inaccurate, you will be required to pay \$36 million?

**The stipulated judgment was premised upon the truthfulness, accuracy, and completeness of certain financial statements and information provided to the FTC by End70 and Mr. Zamora. The stipulated judgment provided that if FTC should have evidence that the above-referenced financial statements failed to disclose any material asset the value of which exceeds \$1,000, materially misrepresented the value of any asset, or made any other material misrepresentation or omission, the FTC could move that the Court reopen the judgment for the purpose of allowing the FTC to modify the monetary portion of the stipulation. If the court found that there had been a failure to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation or omission in the above-referenced financial statements, the Court had the authority to reinstate a suspended judgment against in favor of the FTC in the amount of \$36,000,000.00. In the several years following entry of the stipulated judgment, no such action was taken by either the FTC or the court.**

JFB2-20 Mr. Damien Zamora, please explain the temporary restraining order and a preliminary injunction issued against you and End70 Corporation by Judge David C. Godbey of the U.S. District Court for the Northern District of Texas, Dallas Division. Provide Staff with a copy of the filed temporary restraining order and preliminary injunction.

**Judge David C. Godbey of the U.S. District Court for the Northern District of Texas issued a Temporary Restraining Order ("TRO") issued on May 7, 2003. The TRO was issued without the input or knowledge of End70 or Mr. Zamora. After the TRO was issued, End70 and Mr. Zamora were successful in convincing the court to modify the TRO to a limited preliminary injunction. That limited preliminary injunction was replaced by the stipulated judgment referenced above.**

JFB2-21 Mr. Damien Zamora, please explain the details of your investment of DELTEL, INC. Provide specific details regarding your investment in DELTEL, INC.:

**End70 invested \$50,000 as startup funding for a 33.33% stake of DelTel Inc.**

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JFB2-22 Mr. Damien Zamora, please provide the names, business addresses and phone numbers of all the officers, managers, employees, and owners of End70 Corporation prior to your investment in DELTEL, INC.

**Officers have been Ian Welsh and Damien Zamora. Mr. Zamora was sole owner of end70 until Mr. Welsh was granted 5% ownership on January 1, 2002. A list of all employees and managers is quite large and has been requested from our payroll company, we will forward promptly.**

JFB2-23 Mr. Damien Zamora, please provide the names, business addresses and phone numbers of all the officers, managers, employees, and owners of End70 Corporation after your investment in DELTEL, INC.

**Officers and owners remained the same as above (JFB2-22), likewise as above a complete list of managers and employees will be forwarded.**

JFB2-24 Mr. Damien Zamora, please describe your involvement with DELTEL, INC.

**I was an original investor, had a Board Seat, then relinquished the Board Seat.**

JFB2-25 Mr. Damien Zamora, please describe End70 Corporation's involvement with DELTEL, INC.

**End70 Corporation Owns stock in DelTel Inc. and has 1 Board Seat.**

JFB2-26 Mr. Ian Welsh, please explain your involvement with a business opportunity called "Internet Treasure Chest", ITC or "Internet Treasure Chest Home Business System."

**I am the Chief Financial Officer of End70 Corporation, Inc., a California corporation which owned, marketed and sold products and services under the brand name Internet Treasure Chest.**

JFB2-27 Mr. Ian Welsh, please explain your past business relationship with the company called End70 Corporation.

**Mr. Welsh objects to this request on the grounds that the term "business relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh's understanding of what is requested, Mr. Welsh responds as follows: I became the Chief Financial Officer of End70 Corporation, Inc. in April, 2001.**

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JFB2-28 Mr. Ian Welsh, please explain your present business relationship with the company called End70 Corporation.

**Mr. Welsh objects to this request on the grounds that the term "business relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh's understanding of what is requested, Mr. Welsh responds as follows: I continue to serve as the Chief Financial Officer of End70 Corporation, Inc.**

JFB2-29 Mr. Ian Welsh, please explain End70 Corporation's involvement with a business opportunity called "Internet Treasure Chest" or "Internet Treasure Chest Home Business System".

**End70 owned, marketed and sold products and services under the brand name Internet Treasure Chest (the "Products"). These Products were marketed to businesses and individuals primarily through television infomercials which End70 also produced and owned. The Products allowed users to establish an on-line marketplace or website to sell merchandise to the public. End70 also provided a series of available upgrades for the Products to its customers for an additional fee. End70 serviced and supported these customers through its staff and the use of several critical vendors. In addition to its infomercials, End70 promoted the Internet Treasure Chest Products through various websites (the "ITC Websites"). The ITC Websites were the primary venue, other than its television advertising, where end70's Products and brand were described and presented to the public. The ITC Website is used by prospective customers to learn about the Products and to purchase them. The ITC Website is the primary place where customers who have purchased the Products go in order to activate and begin using the Products.**

**Since the initial broadcasts of the Internet Treasure Chest infomercial beginning in March of 2001, tens of thousands of customers purchased the basic Internet Treasure Chest Products. Many of these customers had active websites using the Internet Treasure Chest software and related products. Many customers purchased and used merchant credit card processing accounts provided by end70 through Cardservice International and other merchant banks and processors. End70's customers transacted thousands of dollars in business on a monthly basis. End70 provided service to its customers through a number of third party vendors. Initially, when end70 customers purchased the Internet Treasure Chest Products, those Products were processed and delivered by two fulfillment houses. When end70's customers established their websites, they received web hosting services from a separate vendor and paid a hosting fee that the vendor collected on a monthly basis. In addition to the ability to sell their own products, end70's**

**customers had the ability to order products to sell on their websites using the “Online Product Warehouse” provided by an outside vendor. End70’s customers also receive coaching, marketing and other business development services from an End70 vendor.**

JFB2-30 Mr. Ian Welsh, please explain your present personal relationship with Mr. Damien Zamora.

**Mr. Welsh objects to this request on the grounds that the term “personal relationship” is so vague and ambiguous as to make the request difficult if not impossible to answer. In the spirit of full disclosure and based upon Mr. Welsh’s understanding of what is requested, Mr. Welsh responds as follows: Mr. Welsh and Mr. Zamora have been personal friends and business colleagues for many years. Mr. Welsh and Mr. Zamora are not related.**

JFB2-31 Mr. Ian Welsh, please explain your past personal relationship with Mr. Damien Zamora.

**Mr. Welsh objects to this request on the grounds that the term “personal relationship” is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh’s understanding of what is requested, Mr. Welsh responds as follows: Mr. Welsh and Mr. Zamora have been personal friends and business colleagues for many years. Mr. Welsh and Mr. Zamora are not related.**

JFB2-32 Mr. Ian Welsh, please explain your present business relationship with Mr. Damien Zamora.

**Mr. Welsh objects to this request on the grounds that the term “business relationship” is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh’s understanding of what is requested, Mr. Welsh responds as follows: Mr. Welsh and Mr. Zamora have been personal friends and business colleagues for many years. Mr. Welsh and Mr. Zamora are not related.**

JFB2-33 Mr. Ian Welsh, please explain your past business relationship with Mr. Damien Zamora.

**Mr. Welsh objects to this request on the grounds that the term “business relationship” is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh’s understanding of what is requested, Mr. Welsh responds as follows: Mr. Welsh and Mr. Zamora have been**

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**personal friends and business colleagues for many years. Mr. Welsh and Mr. Zamora are not related.**

JFB2-34 Mr. Ian Welsh, please explain your past business relationship with Mr. Kirk Waldfogel.

**Mr. Welsh objects to this request on the grounds that the term "business relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh's understanding of what is requested, Mr. Welsh responds as follows:**

**I met Mr. Waldfogel in 2002, while I was analyzing his proposed business idea for DelTel Inc. We decided to invest in DelTel.**

JFB2-35 Mr. Ian Welsh, please explain your present business relationship with Mr. Kirk Waldfogel.

**Mr. Welsh objects to this request on the grounds that the term "business relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh's understanding of what is requested, Mr. Welsh responds as follows:**

**I work with Mr. Waldfogel on DelTel business as I am on the Board of Directors.**

JFB2-36 Mr. Ian Welsh, please explain your present personnel relationship with Mr. Kirk Waldfogel.

**Mr. Welsh objects to this request on the grounds that the term "personal relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh's understanding of what is requested, Mr. Welsh responds as follows: We are colleague's on a business level, and friends.**

JFB2-37 Mr. Ian Welsh, please explain your past personnel relationship with Mr. Kirk Waldfogel.

**Mr. Welsh objects to this request on the grounds that the term "personal relationship" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh's understanding of what is requested, Mr. Welsh responds as follows:**

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**We have been colleague's on a business level and have been for about 4 years now.**

JFB2-38 Mr. Ian Welsh, please describe your involvement with a company called Direct FX LLC.

**End70 retained DirectFX, Inc. ("DirectFX") to manage its television infomercial campaign. DirectFX also provided services on behalf of End70 by establishing and managing certain third party vendors. These vendors were responsible for handling all incoming telephone calls to End70 in response to the infomercials and for fulfilling product and merchandise requirements of End70's merchant customers. End70 retained these vendors in order to ensure quality control over the fulfillment and customer service process for the thousands of new customers it acquired each month. End70 no longer conducts business with DirectFX and Mr. Welsh is not affiliated with DirectFX in any way.**

JFB2-39 Mr. Ian Welsh have you ever made a client testimonial statement for Direct FX LLC? If so, who was your employer and what was your position with your employer at time the testimonial was made?

**Mr. Welsh objects to this request on the grounds that the term "client testimonial statement" is so vague and ambiguous as to make the request difficult if not impossible to answer. Notwithstanding this objection, in the spirit of full disclosure and based upon Mr. Welsh's understanding of what is requested, Mr. Welsh responds as follows: Yes I did, at the time I was CFO of end70 Corporation, a client of Direct FX LLC.**

JFB2-40 Mr. Kirk Waldfogel did you and Wazzu Corporation, Jayme Amirie, and Kenneth Gharib, as "Defendants", settle charges of alleged violations of Federal Trade Commission Act by signing and agreeing to entry of the proposed Stipulated Final Order of Permanent Injunction and Other Equitable Relief ("proposed Order")? Please explain the purpose, reasons for the settlement, and the events pertaining to the specifics of the permanent injunction and equitable relief.

**Yes. Wazzu Corporation, Jayme Amirie, and Kenneth Gharib, as "Defendants", settled charges of alleged violations of Federal Trade Commission Act by signing and agreeing to entry of the proposed Stipulated Final Order of Permanent Injunction and Other Equitable Relief ("proposed Order"). It was the recommendation of the Board of Directors (of which I was not part of) and Wazzu's council to sign and agree to entry of the proposed Stipulated Final Order of Permanent Injunction and Other Equitable Relief ("proposed Order"). I am unfamiliar with the events pertaining to the specifics of the permanent injunction and equitable relief as these were limited to discussions by Wazzu's then outside council, Brobeck**