

**UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION**

<b>In the Matter of</b>	)	<b>FILE NO. 132 3087</b>
<b>GOLDENSHORES TECHNOLOGIES, LLC,</b>	)	<b>AGREEMENT CONTAINING</b>
<b>    a limited liability company, and</b>	)	<b>CONSENT ORDER</b>
<b>ERIK M. GEIDL,</b>	)	
<b>    individually and as the managing</b>	)	
<b>    member of the limited liability</b>	)	
<b>    company.</b>	)	

The Federal Trade Commission has conducted an investigation of certain acts and practices of Goldenshores Technologies, LLC, a limited liability company, and Erik M. Geidl, individually and as the managing member of the limited liability company (“proposed respondents”). Proposed respondents, having been represented by counsel, are willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between Goldenshores Technologies, LLC, by its duly authorized officer, and Erik M. Geidl, individually and as the managing member of the limited liability company, and counsel for the Federal Trade Commission that:

- 1.a. Proposed respondent Goldenshores Technologies, LLC, is a Delaware limited liability company with its principal office or place of business at 1205 Ponderosa Drive, Moscow, ID 83843.
- 1.b. Proposed respondent Erik M. Geidl is the managing member of the limited liability company. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or practices of the company. His principal office or place of business is the same as that of Goldenshores Technologies, LLC.
2. Proposed respondents admit all the jurisdictional facts set forth in the draft complaint.
3. Proposed respondents waive:
  - A. Any further procedural steps;
  - B. The requirement that the Commission’s decision contain a statement of findings of fact and conclusions of law; and

C. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. Proposed respondents neither admit nor deny any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this action, proposed respondents admit the facts necessary to establish jurisdiction.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondents, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondents' address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order, and no agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.

7. Proposed respondents have read the draft complaint and consent order. They understand that they may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

## ORDER

### DEFINITIONS

For purposes of this order, the following definitions shall apply:

1. Unless otherwise specified, "respondents" shall mean Goldenshores Technologies, LLC, its successors and assigns; and Erik M. Geidl, individually and as the managing member of the limited liability company.
2. "Affected Consumers" shall mean persons who, prior to the date of issuance of this order,

downloaded and installed the “Brightest Flashlight Free” mobile application on their mobile device.

3. “Clearly and prominently” shall mean:

- A. In textual communications (*e.g.*, printed publications or words displayed on the screen of a mobile device or computer), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear;
- B. In communications disseminated orally or through audible means (*e.g.*, radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;
- C. In communications disseminated through video means (*e.g.*, television or streaming video), the required disclosures are in writing in a form consistent with subparagraph (A) of this definition and shall appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them;
- D. In communications made through interactive media, such as the Internet, online services, and software, the required disclosures are unavoidable and presented in a form consistent with subparagraph (A) of this definition, in addition to any audio or video presentation of them; and
- E. In all instances, the required disclosures are presented in an understandable language and syntax; in the same language as the predominant language that is used in the communication; and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication of them.

4. “Covered Information” shall mean information from or about an individual consumer, including but not limited to (a) a first and last name; (b) a home or other physical address, including street name and name of city or town; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name; (d) a telephone number; (e) a Social Security number; (f) a driver’s license or other state-issued identification number; (g) a financial institution account number; (h) credit or debit card information; (i) a persistent identifier, such as a customer number held in a “cookie,” a static Internet Protocol (“IP”) address, a mobile device ID, or processor serial number; (j) precise geolocation data of an individual or mobile device, including but not limited to GPS-based, WiFi-based, or cell-based location information (“geolocation information”); (k) an authentication credential, such as a username and password; or (l) any other communications or content stored on a consumer’s mobile device.

5. “Commerce” shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

I.

IT IS ORDERED that respondents and their officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or dissemination of any product or service, in or affecting commerce, shall not misrepresent in any manner, expressly or by implication:

- A. The extent to which Covered Information is collected, used, disclosed, or shared; and
- B. The extent to which users may exercise control over the collection, use, disclosure, or sharing of Covered Information collected from or about them, their computers or devices, or their online activities.

II.

IT IS FURTHER ORDERED that respondents and their officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or dissemination of any mobile application that collects, transmits, or allows the transmission of geolocation information, in or affecting commerce, shall not collect, transmit, or allow the transmission of such information unless such application:

- A. Clearly and prominently, immediately prior to the initial collection of or transmission of such information, and on a separate screen from, any final “end user license agreement,” “privacy policy,” “terms of use” page, or similar document, discloses to the consumer the following:
  - 1. That such application collects, transmits, or allows the transmission of, geolocation information;
  - 2. How geolocation information may be used;
  - 3. Why such application is accessing geolocation information; and
  - 4. The identity or specific categories of third parties that receive geolocation information directly or indirectly from such application; and
- B. Obtains affirmative express consent from the consumer to the transmission of such information.

III.

IT IS FURTHER ORDERED that respondents, within ten (10) days from the date of entry of this Order, shall delete all Covered Information relating to Affected Consumers that is

within their possession, custody, or control and was collected at any time prior to the date of entry of this Order.

#### IV.

IT IS FURTHER ORDERED that respondents shall, for five (5) years from the entry of this order or from the date of preparation, whichever is later, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing any representation covered by this order, including but not limited to respondents' terms of use, end-user license agreements, frequently asked questions, privacy policies, and other documents publicly disseminated relating to: (a) the collection of data; (b) the use, disclosure or sharing of such data; and (c) opt-out practices and other mechanisms to limit or prevent such collection of data or the use, disclosure, or sharing of data;
- B. All materials that were relied upon in disseminating any representation covered by this order;
- C. Complaints or inquiries relating to any Covered Application, and any responses to those complaints or inquiries; and
- D. Documents that are sufficient to demonstrate compliance with each provision of this order.

#### V.

IT IS FURTHER ORDERED that respondents shall for five (5) years from the entry of this order deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondents shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

#### VI.

IT IS FURTHER ORDERED that respondent Goldenshores Technologies, LLC, and its successors and assigns, shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) that may affect compliance obligations arising under this order, including but not limited to: a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however,* that, with

respect to any proposed change in the corporation about which respondent learns less than thirty (30) days prior to the date such action is to take place, respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *In the Matter of Goldenshores Technologies, LLC*, File No. 132-3087.

## VII.

IT IS FURTHER ORDERED that respondent Erik M. Geidl, for a period of ten (10) years after the date of issuance of this order, shall notify the Commission of the discontinuance of his current business or employment, or of his affiliation with any new business or employment. The notice shall include respondent's new business address and telephone number and a description of the nature of the business or employment and his duties and responsibilities. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *In the Matter of Goldenshores Technologies, LLC*, File No. 132-3087.

## VIII.

IT IS FURTHER ORDERED that respondents, within sixty (60) days after the date of service of this order, shall each file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of their own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, they shall submit additional true and accurate written reports.

## IX.

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

*Provided, further,* that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

GOLDENSHORES TECHNOLOGIES, LLC,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ERIK M. GEIDL  
Member

Date: \_\_\_\_\_

\_\_\_\_\_  
ERIK M. GEIDL, individually  
and as a member of said company

Date: \_\_\_\_\_

\_\_\_\_\_  
SAMUEL T. CREASON, ESQ.  
Creason, Moore, Dokken & Geidl PLLC  
Attorney for Respondents

Date: \_\_\_\_\_

\_\_\_\_\_  
KERRY O'BRIEN  
SARAH SCHROEDER  
Counsel for the Federal Trade Commission

APPROVED:

\_\_\_\_\_  
THOMAS N. DAHDOUH  
Director  
Western Region

CONCUR:

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JESSICA L. RICH  
Director  
Bureau of Consumer Protection