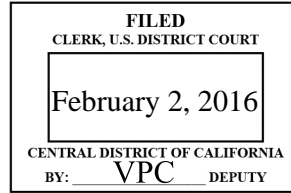


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ATTORNEYS FOR PLAINTIFF FEDERAL TRADE COMMISSION

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

TELESTAR CONSULTING, INC.,
also d/b/a Kleritec and United
Business Supply; and KARL
WESLEY ANGEL, individually and
as a principal of Telestar Consulting,
Inc.,

Defendants.

No. CV-16-00555 SJO (SSx)

AMENDED EX PARTE
TEMPORARY RESTRAINING
ORDER AND OTHER EQUITABLE
RELIEF

1 Plaintiff Federal Trade Commission (“FTC” or “Commission”), pursuant to
2 Sections 13(b) and 19 of the Federal Trade Commission Act (FTC Act), 15 U.S.C.
3 §§ 53(b) and 57b; the Telemarketing and Consumer Fraud and Abuse Prevention
4 Act (Telemarketing Act), 15 U.S.C. §§ 6101-6108; and the Unordered
5 Merchandise Statute, 39 U.S.C. § 3009; has filed a Complaint for preliminary and
6 permanent injunctive relief, rescission or reformation of contracts, restitution, the
7 refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief
8 for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act,
9 15 U.S.C. § 45(a); the Telemarketing Sales Rule (TSR), 16 C.F.R. Part 310; and
10 the Unordered Merchandise Statute, 39 U.S.C. § 3009.

11 This Court, having considered the FTC’s Complaint, *ex parte* application,
12 declarations, exhibits, and memoranda filed in support of the FTC’s application,
13 finds that:

14 **FINDINGS OF FACT**

15 1. This Court has jurisdiction over the subject matter of this case and
16 there is a good cause to believe it will have jurisdiction over the parties.

17 2. Venue lies properly with this Court.

18 3. There is good cause to believe that Defendants have engaged in, and
19 are likely to continue to engage in, acts and practices that violate Section 5(a) of
20 the FTC Act, 15 U.S.C. § 45(a); the TSR, 16 C.F.R. Part 310; and the Unordered
21 Merchandise Statute, 39 U.S.C. § 3009, and that the Commission is therefore likely
22 to prevail on the merits of this action.

23 4. There is good cause to believe that consumers will suffer immediate
24 and continuing harm from Defendants’ ongoing violations of Section 5(a) of the
25 FTC Act, 15 U.S.C. § 45(a); the TSR, 16 C.F.R. Part 310; and the Unordered
26 Merchandise Statute, 39 U.S.C. § 3009; unless Defendants are restrained and
27 enjoined by Order of this Court.

1 5. There is good cause to believe, from the declarations and other
2 evidence submitted by the FTC, that immediate and irreparable damage to the
3 Court's ability to grant effective final relief for consumers in the form of monetary
4 restitution and/or disgorgement of ill-gotten gains will occur from the transfer,
5 dissipation, or concealment by Defendants of their assets or business records
6 unless Defendants are immediately restrained and enjoined by Order of this Court;
7 and that in accordance with Fed. R. Civ. P. 65(b) and Local Rule 7-19.2, the
8 interest of justice requires that the FTC's Motion be heard *ex parte* without prior
9 notice to Defendants. Therefore, there is good cause for relieving the FTC of the
10 duty to provide Defendants with prior notice of the FTC's Motion.

11 6. Good cause exists for appointing a receiver over the Corporate
12 Defendants, permitting the FTC immediate access to Defendants' business
13 premises, and permitting the FTC to take expedited discovery.

14 7. Weighing the equities and considering the FTC's likelihood of
15 ultimate success, a temporary restraining order with appointment of a receiver,
16 asset freeze and accounting, expedited discovery, and order to show cause why a
17 preliminary injunction should not issue is in the public interest.

18 8. In light of the declarations and other evidence submitted on behalf of
19 the FTC, a temporary freeze of each of the named Defendants' assets is warranted
20 in order to prevent the dissipation of assets and destruction of documents. The
21 duration and scope of the asset freeze, including whether to permit the Individual
22 Defendant to incur charges for reasonable living expenses and required payments,
23 will be addressed at the Order to Show Cause and Preliminary Injunction Hearing.

24 9. This Court has authority to issue this Order pursuant to Section 13(b)
25 of the FTC Act, 15 U.S.C. § 53(b); Rule 65 of the Federal Rules of Civil
26 Procedure; and the All Writs Act, 28 U.S.C. § 1651.

27 10. Fed. R. Civ. P. 65(c) does not require security of the United States or
28 an officer of an agency thereof for the issuance of a restraining order.

DEFINITIONS

For purposes of this Temporary Restraining Order (“Order”), the following definitions shall apply:

1. “**Asset**” or “**Assets**” means any legal or equitable interest in, right to, or claim to, any real or personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” or “notes,” (as these terms are defined in the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all cash, wherever located.

2. “**Assisting others**” includes, but is not limited to:

a. performing customer service functions, including, but not limited to, receiving or responding to consumer complaints;

b. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including, but not limited to, any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication;

c. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including, but not limited to, web or Internet protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;

d. providing names of, or assisting in the generation of, potential customers;

e. performing marketing, billing, or payment services of any kind;

and

1 f. acting as an owner, officer, director, manager, or principal of
2 any entity.

3 3. “**Consumer**” and “**Customer**” means any Person to whom any
4 Defendant has sent merchandise for use in the Person’s business, or from whom
5 any Defendant has attempted to collect payment for merchandise which has been
6 or will be sent, whether or not a sale is actually consummated.

7 4. “**Corporate Defendant**” means Telestar Consulting, Inc. (“Telestar”),
8 also doing business as Kleritec and United Business Supply.

9 5. “**Defendants**” means the Individual and Corporate Defendants,
10 individually, collectively, or in any combination.

11 6. “**Document**” and “**Electronically Stored Information**” are
12 synonymous in meaning and equal in scope to the usage of the term in Federal
13 Rule of Civil Procedure 34(a), and include but are not limited to:

14 a. The original or a true copy of any written, typed, printed,
15 electronically stored, transcribed, taped, recorded, filmed, punched, or
16 graphic matter or other data compilations of any kind, including, but not
17 limited to, letters, email or other correspondence, messages, memoranda,
18 interoffice communications, notes, reports, summaries, manuals, magnetic
19 tapes or discs, tabulations, books, records, checks, invoices, work papers,
20 journals, ledgers, statements, returns, reports, schedules, or files; and

21 b. Any electronically stored information stored on any server,
22 Blackberrys or any type of mobile communications device, flash drives,
23 personal digital assistants (“PDAs”), desktop personal computer and
24 workstations, laptops, notebooks, and other portable computers, or other
25 electronic storage media, whether assigned to individuals or in pools of
26 computers available for shared use, or personally owned but used for work-
27 related purposes; backup disks and tapes, archive disks and tapes, and other
28 forms of offline storage, whether stored onsite with the computer used to

1 generate them, stored offsite in another company facility, or stored, hosted,
2 or otherwise maintained offsite by a third-party; and computers and related
3 offline storage used by Defendants or Defendants’ participating associates,
4 which may include persons who are not employees of the company or who
5 do not work on company premises.

6 7. “**Electronic Data Host**” means any person or entity in the business of
7 storing, hosting, or otherwise maintaining electronically stored information.

8 8. “**Financial Institution**” means any bank, savings and loan institution,
9 credit union, or any financial depository of any kind, including, but not limited to,
10 any brokerage house, trustee, broker-dealer, escrow agent, title company,
11 commodity trading company, precious metal dealer, credit or bank debit
12 processing agent, automated clearing house processor, network transaction
13 processor, or other payment processor.

14 9. “**Individual Defendant**” means Karl Wesley Angel.

15 10. “**Material**” means likely to affect a person’s choice of, or conduct
16 regarding, goods or services.

17 11. “**Person**” means a natural person, an organization or other legal
18 entity, including a corporation, partnership, sole proprietorship, limited liability
19 company, association, cooperative, or any other group or combination acting as an
20 entity.

21 12. “**Plaintiff**” means the Federal Trade Commission.

22 13. “**Receivership Defendant**” means the Corporate Defendant, as well
23 as any successors, assigns, affiliates, and subsidiaries that conduct any business
24 related to the Defendants’ sales of merchandise to, or collections from, Consumers
25 or Customers and which the Receiver has reason to believe are owned or controlled
26 in whole or in part by either or both of the Defendants.

27 14. “**Telemarketing**” means a plan, program, or campaign which is
28 conducted to induce the purchase of goods or services or a charitable contribution,

1 by use of one or more telephones and which involves more than one interstate
2 telephone call, whether inbound or outbound.

3 15. “**Unordered merchandise**” means merchandise mailed, shipped, or
4 delivered without the prior express request or consent of the recipient.

5 16. The terms “**and**” and “**or**” shall be construed conjunctively or
6 disjunctively as necessary to make the applicable phrase or sentence inclusive
7 rather than exclusive.

8 **I. PROHIBITED CONDUCT**

9 **IT IS HEREBY ORDERED** that in connection with the marketing, sale,
10 offering for sale, or distribution of merchandise to small businesses and other
11 persons, Defendants and their successors, assigns, officers, agents, servants,
12 employees, and attorneys, and those persons or entities in active concert or
13 participation with them who receive actual notice of this Order by personal service
14 or otherwise, whether acting directly or through any trust, corporation, subsidiary,
15 division or other device, or any of them, are hereby temporarily restrained and
16 enjoined from the following conduct:

17 A. Unordered Merchandise Restrictions:

- 18 1. Shipping any good to consumers without the prior express
- 19 request or consent of the recipient, or without identifying the
- 20 good as a free sample; and
- 21 2. Sending, mailing, or shipping a bill or bills to consumers, or
- 22 otherwise communicating with consumers and requesting
- 23 payment, for products or services that have been provided to
- 24 such consumers without their prior express request or consent;

1 B. Prohibited Representations: Misrepresenting, expressly or by
2 implication, any of the following:

- 3 1. That consumers have ordered, agreed to pay for, or are
4 otherwise obligated to pay for goods shipped and/or billed to
5 consumers by Defendants;
- 6 2. That Defendants were shipping, or have shipped, a “backorder”
7 that is part of any consumer’s prior order;
- 8 3. That consumers have agreed to accept or pay for multiple
9 shipments of goods from Defendants; or
- 10 4. Any other fact material to a consumer’s decision whether to
11 purchase or pay for Defendants’ goods;

12 C. Required Disclosures: Failing to disclose truthfully, in a clear and
13 conspicuous manner, when Defendants offer a package of goods for use in
14 connection with the consumer’s business at a particular price:

- 15 1. The total amount Defendants will charge consumers;
- 16 2. The quantity of materials consumers will receive; and
- 17 3. All material restrictions, limitations, or conditions to purchase,
18 receive, or use the goods that are the subject of Defendants’
19 sales offer; and

20 D. Prohibited TSR Violations: Violating, or assisting others in violating,
21 any provision of the TSR, in connection with telephone calls to induce the retail
22 sale of nondurable office or cleaning supplies, including, but not limited to:

- 23 1. Section 310.3(a)(4) of the TSR, 16 C.F.R. § 310.3(a)(4), by
24 making false and misleading statements in order to induce a
25 consumer to pay for goods, including, but not limited to,
26 misrepresenting that the consumer ordered or agreed to
27 purchase goods that were to be, or had been, shipped and/or
28

1 billed to the consumer by Defendants, or otherwise
 2 misrepresenting that consumers were obligated to pay; and
 3 2. Section 310.3(a)(1)(i)-(ii) of the TSR, 16 C.F.R.
 4 § 310.3(a)(1)(i)-(ii), by failing to disclose truthfully, in a clear
 5 and conspicuous manner, before a customer consents to pay, the
 6 total costs to purchase, receive, or use, or the quantity of, the
 7 goods that are the subject of the sales offer; and all material
 8 restrictions, limitations, or conditions to purchase, receive, or
 9 use the goods that are the subject of the sales offer.

10
11 **II. SUSPENSION ON COLLECTION OF ACCOUNTS**

12 **IT IS FURTHER ORDERED** that, except as required by a law enforcement
 13 agency, law, regulation or court order, Defendants, and their officers, agents,
 14 servants, employees, and attorneys, and all other persons in active concert or
 15 participation with any of them who receive actual notice of this Order by personal
 16 service or otherwise, are temporarily restrained and enjoined from attempting to
 17 collect payment for goods from consumers, directly or through any collection
 18 agent.

19
20 **III. PROHIBITION ON USE AND RELEASE OF CONSUMER INFORMATION**

21 **IT IS FURTHER ORDERED** that, except as required by a law
 22 enforcement agency, law, regulation or court order, Defendants, and their officers,
 23 agents, servants, employees, and attorneys, and all other persons in active concert
 24 or participation with any of them who receive actual notice of this Order by
 25 personal service or otherwise, are temporarily restrained and enjoined from
 26 selling, disclosing, using, or benefitting from consumer information, including the
 27 name, address, telephone number, email address, social security number, other identifying
 28

1 information, or any data that enables access to a consumer's account (including a credit
2 card, bank account, or other financial account), of any person which any Defendant
3 obtained prior to entry of this Order.

4
5 **IV. ASSET FREEZE**

6 **IT IS FURTHER ORDERED** that Defendants are hereby temporarily
7 restrained and enjoined from directly or indirectly:

8 A. Transferring, liquidating, converting, encumbering, pledging, loaning,
9 selling, concealing, dissipating, disbursing, assigning, spending, withdrawing,
10 granting a lien or security interest or other interest in, or otherwise disposing of any
11 funds, real or personal property, accounts, contracts, consumer debt portfolios,
12 consumer lists, or any other assets, or any interest therein, wherever located,
13 including outside the United States, that are:

- 14 1. owned or controlled, directly or indirectly, by any Defendant, in
15 whole or in part, or held, in whole or in part for the benefit of
16 any Defendant;
- 17 2. in the actual or constructive possession of any Defendant; or
- 18 3. owned, controlled by, or in the actual or constructive possession
19 of any corporation, partnership, trust, foundation, or other entity
20 directly or indirectly owned, managed, or controlled by, or
21 under common control with any Defendant,

22 including but not limited to assets in any account at any Financial Institution,
23 customer service agent, commercial mail receiving agency, mail holding or
24 forwarding company, retirement fund custodian, money market or mutual fund,
25 storage company or any other third party, including any retainers or other funds
26 held in trust by counsel for any Defendant;

27 B. Opening, causing to be opened, or otherwise accessing any safe
28 deposit boxes, commercial mail boxes, or storage facilities titled in the name of

1 any Defendant(s), or subject to access by any Defendant without providing the
2 Commission prior notice and an opportunity to inspect the contents in order to
3 determine that they contain no assets covered by this Section;

4 C. Incurring charges or cash advances on any credit card, debit card, or
5 checking card issued in the name, singly or jointly, of any Defendant;

6 D. Obtaining a personal or secured loan; and

7 E. Cashing any checks from consumers, clients, or customers of any
8 Defendant.

9 The funds, property and assets affected by this Section shall include: (a) all
10 assets of each Defendant as of the time this order is entered, and (b) those assets
11 obtained after entry of this Order that derive from or otherwise relate to the
12 Defendants' activities described in Plaintiffs' Complaint that predate entry of this
13 Order. The restraints imposed by this Section may be modified only upon further
14 order of this Court, or with the written consent of counsel for the FTC. This
15 Section does not prohibit transfers to the Temporary Receiver, as specifically
16 required in Section XIV (Delivery of Receivership Property), nor does it prohibit
17 the repatriation of foreign assets, as specifically required in Section VIII
18 (Repatriation of Foreign Assets) of this Order.

19
20 **V. RETENTION OF ASSETS AND RECORDS BY FINANCIAL**
21 **INSTITUTIONS AND OTHER THIRD PARTIES**

22 **IT IS FURTHER ORDERED** that any Financial Institution, trust, entity, or
23 person that holds, controls, or maintains custody of any account or asset owned or
24 controlled, directly or indirectly, by any Defendant, or has held, controlled, or
25 maintained any account or asset of, or on behalf of, any Defendant, upon service
26 with a copy of this Order, shall:

27 A. Hold and retain within its control and prohibit Defendants from
28 withdrawing, removing, assigning, transferring, pledging, encumbering,

1 disbursing, dissipating, converting, selling, gifting, or otherwise disposing of any
2 of the assets, funds, or other property held by or on behalf of any Defendant in any
3 account maintained in the name of or for the benefit of any Defendant, in whole or
4 in part, except as directed by further order of the Court or as directed in writing by
5 the Receiver regarding accounts, documents, or assets held in the name of or for
6 the benefit of any Receivership Defendant;

7 B. Provide the Receiver, the Receiver's agents, Plaintiff, and Plaintiff's
8 agents immediate access to electronically stored information stored, hosted, or
9 otherwise maintained on behalf of any Defendant for forensic imaging;

10 C. Deny the Defendants access to any safe deposit box titled in the name
11 of any Defendant, individually or jointly, or subject to access by any Defendant,
12 whether directly or indirectly;

13 D. Provide counsel for Plaintiff and the Receiver, within **three (3)**
14 business days after being served with a copy of this Order, a certified statement
15 setting forth:

- 16 1. The identification number of each such account or asset titled:
 - 17 a. In the name, individually or jointly, of any Defendant;
 - 18 b. Held on behalf of, or for the benefit of, any Defendant;
 - 19 c. Owned or controlled by any Defendant; or
 - 20 d. Otherwise subject to access by any Defendant, directly or
21 indirectly;
- 22 2. The balance of each such account, or a description of the nature
23 and value of such asset as of the close of business on the day on
24 which this Order is served, and, if the account or other asset has
25 been closed or removed, the date closed or removed, the total
26 funds removed in order to close the account, and the name of
27 the person or entity to whom such account or other asset was
28 remitted;

1 3. The identification of any safe deposit box that is either titled in
2 the name of any Defendant, or is otherwise subject to access by
3 any Defendant; and

4 4. If an account, safe deposit box, or other asset has been closed or
5 removed, the date closed or removed, the balance on such date,
6 and the manner in which such account or asset was closed or
7 removed.

8 E. Provide counsel for Plaintiff and the Receiver, within **three (3)**
9 business days after being served with a request, copies of all documents pertaining
10 to such account or asset, including but not limited to originals or copies of account
11 applications, account statements, underwriting files, chargeback records, customer
12 complaints, signature cards, checks, drafts, deposit tickets, transfers to and from
13 the accounts, all other debit and credit instruments or slips, currency transaction
14 reports, 1099 forms, and safe deposit box logs; *provided that* such institution or
15 custodian may charge a reasonable fee.

16
17 **VI. FINANCIAL REPORTS AND ACCOUNTING**

18 **IT IS FURTHER ORDERED** that each Defendant, within **seven (7)**
19 business days of service of this Order, shall prepare and deliver to counsel for the
20 FTC and to the Receiver:

21 A. For the Individual Defendant, a completed financial statement
22 accurate as of the date of service of this Order upon him (unless
23 otherwise agreed upon with FTC counsel) on the form of
24 **Attachment A** to this Order captioned, “Financial Statement for
25 Individual Defendant.”

26 B. For the Corporate Defendant, a completed financial statement
27 accurate as of the date of service of this Order upon such Defendant
28 (unless otherwise agreed upon with FTC counsel) in the form of

1 **Attachment B** to this Order captioned, “Financial Statement of
2 Corporate Defendant.”

3
4 **VII. CONSUMER CREDIT REPORTS**

5 **IT IS FURTHER ORDERED** that Plaintiff may obtain credit reports
6 concerning any Defendant pursuant to Section 604(a)(1) of the Fair Credit
7 Reporting Act, 15 U.S.C. § 1681b(a)(1), and that, upon written request, any credit
8 reporting agency from which such reports are requested shall provide them to
9 Plaintiff.

10 **VIII. REPATRIATION OF FOREIGN ASSETS**

11 **IT IS FURTHER ORDERED** that, within **seven (7)** business days
12 following the service of this Order, each Defendant shall:

- 13 A. Provide counsel for the FTC and the Receiver with a full accounting
14 of all assets, accounts, funds, and documents outside of the territory of
15 the United States that are held either: (1) by them; (2) for their
16 benefit; (3) in trust by or for them, individually or jointly; or (4) under
17 their direct or indirect control, individually or jointly;
- 18 B. Transfer to the territory of the United States all assets, accounts,
19 funds, and documents in foreign countries held either: (1) by them;
20 (2) for their benefit; (3) in trust by or for them, individually or jointly;
21 or (4) under their direct or indirect control, individually or jointly;
- 22 C. Hold and retain all repatriated assets, accounts, funds, and documents,
23 and prevent any transfer, disposition, or dissipation whatsoever of any
24 such assets, accounts, funds, or documents; and
- 25 D. Provide the FTC and the Receiver access to all records of accounts or
26 assets of the Corporate Defendants and Individual Defendants held by
27 financial institutions located outside the territorial United States by
28

1 signing the Consent to Release of Financial Records attached to this
2 Order as **Attachment C**.

3
4 **IX. NON-INTERFERENCE WITH REPATRIATION**

5 **IT IS FURTHER ORDERED** that Defendants, and each of their
6 successors, assigns, members, officers, agents, servants, employees, and attorneys,
7 and those persons in active concert or participation with them who receive actual
8 notice of this Order by personal service or otherwise, whether acting directly or
9 through any entity, corporation, subsidiary, division, affiliate or other device, are
10 hereby temporarily restrained and enjoined from taking any action, directly or
11 indirectly, which may result in the encumbrance or dissipation of foreign assets, or
12 in the hindrance of the repatriation required by Section VIII (Repatriation of
13 Foreign Assets) of this Order, including but not limited to:

- 14 A. Sending any communication, statement, letter, fax, e-mail or wire
15 transmission, telephoning or engaging in any other act, directly or
16 indirectly, that results in a determination by a foreign trustee or other
17 entity that a “duress” event has occurred under the terms of a foreign
18 trust agreement, until such time that all assets have been fully
19 repatriated pursuant to Section VIII (Repatriation of Foreign Assets)
20 of this Order; and
- 21 B. Notifying any trustee, protector or other agent of any foreign trust or
22 other related entities of either the existence of this Order, or of the fact
23 that repatriation is required pursuant to a Court Order, until such time
24 that all assets have been fully repatriated pursuant to Section VIII
25 (Repatriation of Foreign Assets).
- 26
27
28

1 collect or receive any amount from a consumer if the Receiver
2 believes the consumer was a victim of the unlawful conduct alleged in
3 the complaint in this matter;

4 C. Take all steps necessary to secure the business premises of the
5 Receivership Defendant. Such steps may include, but are not limited
6 to, the following, as the Receiver deems necessary or advisable:

- 7 1. serving and filing this Order;
- 8 2. completing a written inventory of all Receivership assets;
- 9 3. obtaining pertinent information from all employees and other
10 agents of the Receivership Defendant, including, but not limited
11 to, the name, home address, social security number, job
12 description, method of compensation, and all accrued and
13 unpaid commissions and compensation of each such employee
14 or agent, and all computer hardware and software passwords;
- 15 4. videotaping all portions of the location;
- 16 5. securing the location by changing the locks and disconnecting
17 any computer modems or other means of access to the computer
18 or other records maintained at that location;
- 19 6. requiring any persons present on the premises at the time this
20 Order is served to leave the premises, to provide the Receiver
21 with proof of identification, or to demonstrate to the satisfaction
22 of the Receiver that such persons are not removing from the
23 premises documents or assets of the Receivership Defendant;
24 and
- 25 7. requiring all employees, independent contractors, and
26 consultants of the Receivership Defendant to complete a
27 questionnaire submitted by the Receiver;
- 28

- 1 D. Conserve, hold, and manage all Receivership assets, and perform all
2 acts necessary or advisable to preserve the value of those assets, in
3 order to prevent any irreparable loss, damage, or injury to consumers
4 or to creditors of the Receivership Defendant, including, but not
5 limited to, obtaining an accounting of the assets and preventing
6 transfer, withdrawal, or misapplication of assets;
- 7 E. Liquidate any and all securities or commodities owned by or for the
8 benefit of the Receivership Defendant that the Receiver deems to be
9 advisable or necessary;
- 10 F. Enter into contracts and purchase insurance as the Receiver deems to
11 be advisable or necessary;
- 12 G. Prevent the inequitable distribution of assets and determine, adjust,
13 and protect the interests of consumers and creditors who have
14 transacted business with the Receivership Defendant;
- 15 H. Manage and administer the business of the Receivership Defendant
16 until further order of this Court by performing all incidental acts that
17 the Receiver deems to be advisable or necessary, which includes
18 retaining, hiring, or dismissing any employees, independent
19 contractors, or agents;
- 20 I. Choose, engage, and employ attorneys, accountants, appraisers, and
21 other independent contractors and technical specialists as the Receiver
22 deems advisable or necessary in the performance of duties and
23 responsibilities under the authority granted by this Order, including
24 but not limited to the law firm in which the Receiver is a partner;
- 25 J. Make payments and disbursements from the Receivership estate that
26 are necessary or advisable for carrying out the directions of, or
27 exercising the authority granted by, this Order. The Receiver shall
28 apply to the Court for prior approval of any payment of any debt or

1 obligation incurred by the Receivership Defendant prior to the date of
2 entry of this Order, except payments that the Receiver deems
3 necessary or advisable to secure assets of the Receivership Defendant,
4 such as rental payments;

5 K. Determine and implement the manner in which the Receivership
6 Defendant will comply with, and prevent violations of, this Order and
7 all other applicable laws, including, but not limited to, revising
8 collection materials and implementing monitoring procedures;

9 L. Institute, compromise, adjust, appear in, intervene in, or become party
10 to such actions or proceedings in state, federal, or foreign courts that
11 the Receiver deems necessary and advisable to preserve or recover the
12 assets of the Receivership Defendant, or that the Receiver deems
13 necessary and advisable to carry out the Receiver's mandate under
14 this Order, *provided that*, before taking any of the action contemplated
15 under this subsection, the Receiver shall provide Plaintiff with notice
16 of its intent to take such action at least **five (5)** business days before
17 taking the action;

18 M. Defend, compromise, adjust, or otherwise dispose of any or all actions
19 or proceedings instituted in the past or in the future against the
20 Receiver in his role as Receiver, or against the Receivership
21 Defendant, that the Receiver deems necessary and advisable to
22 preserve the assets of the Receivership Defendant or that the Receiver
23 deems necessary and advisable to carry out the Receiver's mandate
24 under this Order;

25 N. Continue and conduct the business of the Receivership Defendant in
26 such manner, to such extent, and for such duration as the Receiver
27 may in good faith deem to be necessary or appropriate to operate the
28 business profitably and lawfully, if at all; *provided, however*, that the

1 continuation and conduct of the business shall be conditioned upon
2 the Receiver's good faith determination that the businesses can be
3 lawfully operated at a profit using the assets of the receivership estate;

4 O. Take depositions and issue subpoenas to obtain documents and
5 records pertaining to the receivership estate and compliance with this
6 Order. Subpoenas may be served by agents or attorneys of the
7 Receiver and by agents of any process server retained by the
8 Receiver;

9 P. Open one or more bank accounts in the Central or Southern District of
10 California as designated depositories for funds of the Receivership
11 Defendant. The Receiver shall deposit all funds of the Receivership
12 Defendant in such a designated account and shall make all payments
13 and disbursements from the receivership estate from such account(s);

14 Q. Maintain accurate records of all receipts and expenditures that the
15 Receiver makes as Receiver;

16 R. Cooperate with reasonable requests for information or assistance from
17 any state or federal law enforcement agency; and

18 S. Be responsible for maintaining the chain of custody of all of
19 Defendants' records in his possession, in a manner approved by the
20 FTC.

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22 **XII. RECEIVER'S AND FTC'S IMMEDIATE ACCESS TO**
23 **BUSINESS PREMISES AND RECORDS**

24 **IT IS FURTHER ORDERED** that:

25 A. Defendants and their officers, agents, directors, employees,
26 salespersons, independent contractors, attorneys, corporations,
27 subsidiaries, affiliates, successors, and assigns, and all other persons
28 or entities in active concert or participation with them, who receive

1 actual notice of this Order by personal service, facsimile, email, or
2 otherwise, whether acting directly or through any trust, corporation,
3 subsidiary, division, or other device, or any of them, shall:

- 4 1. Immediately identify to FTC's counsel and the Receiver:
- 5 a. All of Defendants' business premises;
 - 6 b. Any premises where any Defendant conducts business,
7 debt collection operations, or customer service
8 operations;
 - 9 c. Any premises where documents or electronically stored
10 information related to the business, debt collection
11 operations, or customer service operations of any
12 Defendant are hosted, stored, or otherwise maintained,
13 including but not limited to the name and location of any
14 electronic data hosts; and
 - 15 d. Any premises where assets belonging to any Defendant
16 are stored or maintained;
- 17 2. Allow the FTC and the Receiver, and their respective
18 representatives, agents, attorneys, investigators, paralegals,
19 contractors, or assistants immediate access to:
- 20 a. All of the Defendants' business premises, including but
21 not limited to those located at 15823 W. Monte Street,
22 Sylmar, California 91342, and such other business
23 locations that are wholly or partially owned, rented,
24 leased, or under the temporary or permanent control of
25 any Defendant;
 - 26 b. Any other non-residence premises where the Defendants
27 conduct business, collections operations or customer
28 service operations;

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- c. Any non-residence premises where documents related to the Defendants’ businesses are stored or maintained;
 - d. Any non-residence premises where assets belonging to any Defendant are stored or maintained; and
 - e. Any documents and electronically stored information located at any of the locations described in this Section XII; and
3. Provide the FTC and the Receiver, and their respective representatives, agents, attorneys, investigators, paralegals, contractors, or assistants with any necessary means of access to copy, and forensically image documents or electronically stored information, including, without limitation, the locations of Receivership Defendants’ business premises, keys and combinations to business premises locks, computer access codes of all computers used to conduct Receivership Defendant’ business, access to (including but not limited to execution of any documents necessary for access to and forensic imaging of) any data stored, hosted or otherwise maintained by an electronic data host, and storage area access information.
4. If the Receiver has cause to believe that any Individual Defendant with a smartphone or tablet has used that device in part for business purposes related to any Receivership Defendant, and the device is located on receivership premises, the Individual Defendant will turn over the device to the Receiver for imaging. Within **two (2)** business days, the Receiver will return the device to the Individual Defendant, provide the Individual Defendant with a copy, provide the FTC

1 with a copy, and retain a copy. The Receiver may request that
2 the FTC conduct the imaging, but only under the Receiver's
3 supervision.

4 B. The FTC and the Receiver are authorized to employ the assistance of
5 law enforcement officers, including but not limited to, the United
6 States Postal Inspection Service, the Federal Bureau of Investigation,
7 and the Los Angeles Police Department to effect service, to
8 implement the provisions of this Order, and to keep the peace. The
9 Receiver shall allow the FTC and its representatives, agents,
10 contractors, or assistants into the premises and facilities described in
11 this Section to inspect, inventory, image, and copy documents or
12 electronically stored information relevant to any matter contained in
13 this Order. Counsel for the FTC and the Receiver may exclude
14 Defendants and their agents and employees from the business
15 premises and facilities during the immediate access. No one shall
16 interfere with the FTC's or Receiver's inspection of the Defendants'
17 premises or documents.

18 C. The Receiver and the FTC shall have the right to remove any
19 documents related to Defendants' business practices from the
20 premises in order that they may be inspected, inventoried, and copied.
21 The materials so removed shall be returned within **five (5)** business
22 days of completing said inventory and copying. If any property,
23 records, documents, or computer files relating to the Receivership
24 Defendant' finances or business practices are located in the residence
25 of any Individual Defendant or are otherwise in the custody or control
26 of any Individual Defendant, then such Defendant shall produce them
27 to the Receiver within twenty-four (24) hours of service of this Order.
28 In order to prevent the destruction of computer data, upon service of

1 this Order upon Defendants, any such computers shall be powered
2 down (turned off) in the normal course for the operating systems used
3 on such computers and shall not be powered up or used again until
4 produced for copying and inspection, along with any codes needed for
5 access. The FTC's and the Receiver's representatives may also
6 photograph or videotape the inside and outside of all premises to
7 which they are permitted access by this Order, and all documents and
8 other items found on such premises.

9 D. The FTC's access to the Defendants' documents pursuant to this
10 provision shall not provide grounds for any Defendant to object to any
11 subsequent request for documents served by the FTC.

12 E. The Receiver shall allow the Corporate and Individual Defendants
13 reasonable access to the premises and business records of the
14 Receivership Defendant within his possession for the purpose of
15 inspecting and copying materials relevant to this action. The Receiver
16 shall have the discretion to determine the time, manner, and
17 reasonable conditions of such access.
18

19 **XIII. COOPERATION WITH RECEIVER**

20 **IT IS FURTHER ORDERED** that:

21 A. Defendants, and their officers, agents, directors, servants, employees,
22 salespersons, independent contractors, attorneys, corporations,
23 subsidiaries, affiliates, successors, and assigns, all other persons or
24 entities in active concert or participation with them, who receive
25 actual notice of this Order by personal service or otherwise, whether
26 acting directly or through any trust, corporation, subsidiary, division,
27 or other device, or any of them, shall fully cooperate with and assist
28 the Receiver. Defendants' cooperation and assistance shall include,

1 but not be limited to:

- 2 1. Providing any information to the Receiver that the Receiver
3 deems necessary to exercising the authority and discharging the
4 responsibilities of the Receiver under this Order, including but
5 not limited to allowing the Receiver to inspect documents and
6 assets and to partition office space;
- 7 2. Providing any password and executing any documents required
8 to access any computer or electronic files in any medium,
9 including but not limited to electronically stored information
10 stored, hosted or otherwise maintained by an electronic data
11 host; and
- 12 3. Advising all persons who owe money to the Receivership
13 Defendant that all debts should be paid directly to the Receiver.

14 B. Defendants and their officers, directors, agents, servants, employees,
15 attorneys, successors, assigns, and all other persons or entities directly
16 or indirectly, in whole or in part, under their control, and all other
17 persons in active concert or participation with them who receive
18 actual notice of this Order by personal service or otherwise, are
19 hereby temporarily restrained and enjoined from directly or indirectly:

- 20 1. Transacting any of the business of the Receivership Defendant;
- 21 2. Destroying, secreting, erasing, mutilating, defacing, concealing,
22 altering, transferring or otherwise disposing of, in any manner,
23 directly or indirectly, any documents, electronically stored
24 information, or equipment of any Defendant, including but not
25 limited to contracts, agreements, consumer files, consumer lists,
26 consumer addresses and telephone numbers, debt portfolios,
27 correspondence, advertisements, brochures, sales material, sales
28 presentations, documents evidencing or referring to

1 Defendants' services, collection practices, training materials,
2 scripts, data, computer tapes, disks, or other computerized
3 records, books, written or printed records, handwritten notes,
4 telephone logs, "verification" or "compliance" tapes or other
5 audio or video tape recordings, receipt books, invoices, postal
6 receipts, ledgers, personal and business canceled checks and
7 check registers, bank statements, appointment books, copies of
8 federal, state or local business or personal income or property
9 tax returns, photographs, mobile devices, electronic storage
10 media, accessories, and any other documents, records or
11 equipment of any kind that relate to the business practices or
12 business or personal finances of the Defendants or any other
13 entity directly or indirectly under the control of the Defendants;

- 14 3. Transferring, receiving, altering, selling, encumbering,
15 pledging, assigning, liquidating, or otherwise disposing of any
16 assets owned, controlled, or in the possession or custody of, or
17 in which an interest is held or claimed by, the Receivership
18 Defendant, or the Receiver;
- 19 4. Excusing debts owed to the Receivership Defendant;
- 20 5. Failing to notify the Receiver of any asset, including accounts,
21 of a Receivership Defendant held in any name other than the
22 name of the Receivership Defendant, or by any person or entity
23 other than the Receivership Defendant, or failing to provide any
24 assistance or information requested by the Receiver in
25 connection with obtaining possession, custody, or control of
26 such assets;
- 27 6. Failing to create and maintain books, records, and accounts
28 which, in reasonable detail, accurately, fairly, and completely

1 reflect the incomes, assets, disbursements, transactions and use
2 of monies by the Defendants or any other entity directly or
3 indirectly under the control of the Defendants;

4 7. Doing any act or refraining from any act whatsoever to interfere
5 with the Receiver's taking custody, control, possession, or
6 managing of the assets or documents subject to this
7 Receivership; or to harass or to interfere with the Receiver in
8 any way; or to interfere in any manner with the exclusive
9 jurisdiction of this Court over the assets or documents of the
10 Receivership Defendant; or to refuse to cooperate with the
11 Receiver or the Receiver's duly authorized agents in the
12 exercise of their duties or authority under any Order of this
13 Court; and

14 8. Filing, or causing to be filed, any petition on behalf of the
15 Receivership Defendant for relief under the United States
16 Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, without prior
17 permission from this Court.
18

19 **XIV. DELIVERY OF RECEIVERSHIP PROPERTY**

20 **IT IS FURTHER ORDERED** that:

21 A. Immediately upon service of this Order upon them or upon their
22 otherwise obtaining actual knowledge of this Order, or within a period
23 permitted by the Receiver, Defendants or any other person or entity,
24 including but not limited to financial institutions and electronic data
25 hosts, shall transfer or deliver access to, possession, custody, and
26 control of the following to the Receiver:

27 1. All assets of the Receivership Defendant;
28

- 1 2. All documents and electronically stored information of the
- 2 Receivership Defendant, including, but not limited to, books
- 3 and records of accounts, all financial and accounting records,
- 4 balance sheets, income statements, bank records (including
- 5 monthly statements, canceled checks, records of wire transfers,
- 6 records of ACH transactions, and check registers), client or
- 7 customer lists, title documents and other papers;
- 8 3. All assets belonging to members of the public now held by the
- 9 Receivership Defendant;
- 10 4. All keys, computer and other passwords, entry codes,
- 11 combinations to locks required to open or gain or secure access
- 12 to any assets or documents of the Receivership Defendant,
- 13 wherever located, including, but not limited to, access to their
- 14 business premises, means of communication, accounts,
- 15 computer systems, or other property; and
- 16 5. Information identifying the accounts, employees, properties, or
- 17 other assets or obligations of the Receivership Defendant.

18 B. In the event any person or entity fails to deliver or transfer
19 immediately any asset or otherwise fails to comply with any provision
20 of this Section XIV, the Receiver may file *ex parte* with the Court an
21 Affidavit of Non-Compliance regarding the failure. Upon filing of the
22 affidavit, the Court may authorize, without additional process or
23 demand, Writs of Possession or Sequestration or other equitable writs
24 requested by the Receiver. The writs shall authorize and direct the
25 United States Marshal or any sheriff or deputy sheriff of any county
26 (pursuant to Fed. R. Civ. P. 4(c)(1)) to seize the asset, document, or
27 other thing and to deliver it to the Receiver.

1 **XV. COMPENSATION FOR RECEIVER**

2 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by
3 the Receiver as herein authorized, including counsel to the Receiver and
4 accountants, are entitled to reasonable compensation for the performance of duties
5 pursuant to this Order, and for the cost of actual out-of-pocket expenses incurred
6 by them, from the assets now held by or in the possession or control of, or which
7 may be received by, the Receivership Defendant. The Receiver shall file with the
8 Court and serve on the parties periodic requests for the payment of such reasonable
9 compensation, with the first such request filed no more than **sixty (60)** days after
10 the date of this Order. The Receiver shall not increase the hourly rates used as the
11 bases for such fee applications without prior approval of the Court.

12
13 **XVI. RECEIVER’S REPORTS**

14 **IT IS FURTHER ORDERED** that the Receiver shall report to this Court
15 on or before the date set for the hearing to Show Cause regarding the Preliminary
16 Injunction, regarding:

- 17 A. The steps taken by the Receiver to implement the terms of this Order;
- 18 B. The value of all liquidated and unliquidated assets of the Receivership
19 Defendant;
- 20 C. The sum of all liabilities of the Receivership Defendant;
- 21 D. The steps the Receiver intends to take in the future to:
 - 22 1. prevent any diminution in the value of assets of the
23 Receivership Defendant,
 - 24 2. pursue receivership assets from third parties, and
 - 25 3. adjust the liabilities of the Receivership Defendant, if
26 appropriate;
- 27 E. Whether the business of the Receivership Defendant can be operated
28 lawfully and profitably; and

1 F. Any other matters which the Receiver believes should be brought to
2 the Court's attention.

3 *Provided, however,* if any of the required information would hinder the Receiver's
4 ability to pursue receivership assets, the portions of the Receiver's report
5 containing such information may be filed under seal and not served on the parties.
6

7 **XVII. NO BOND REQUIREMENT**

8 **IT IS FURTHER ORDERED** that no bond shall be required in this matter:

9 A. The United States and its agencies as moving party are not required to
10 give security under Federal Rule of Civil Procedure 65(c).

11 B. No bond shall be required in connection with the appointment of the
12 Temporary Receiver. Except for an act of gross negligence, the Temporary
13 Receiver and the professionals shall not be liable for any loss or damage incurred
14 by any of the Defendants, their officers, agents, servants, employees, and attorneys
15 or any other Person, by reason of any act performed or omitted to be performed by
16 the Temporary Receiver and the professionals in connection with the discharge of
17 his or her duties and responsibilities.
18

19 **XVIII. STAY OF ACTIONS**

20 **IT IS FURTHER ORDERED** that:

21 A. Except by leave of this Court, during pendency of the Receivership
22 ordered herein, Defendants and all other persons and entities be and hereby are
23 stayed from taking any action to establish or enforce any claim, right, or interest
24 for, against, on behalf of, in, or in the name of, the Receivership Defendants, any
25 of their subsidiaries, affiliates, partnerships, assets, documents, or the Receiver or
26 the Receiver's duly authorized agents acting in their capacities as such, including,
27 but not limited to, the following actions:

28 1. Commencing, prosecuting, continuing, entering, or enforcing

1 any suit or proceeding, except that such actions may be filed to
2 toll any applicable statute of limitations;

3 2. Accelerating the due date of any obligation or claimed
4 obligation; filing or enforcing any lien; taking or attempting to
5 take possession, custody, or control of any asset; attempting to
6 foreclose, forfeit, alter, or terminate any interest in any asset,
7 whether such acts are part of a judicial proceeding, are acts of
8 self-help, or otherwise;

9 3. Executing, issuing, serving, or causing the execution, issuance
10 or service of, any legal process, including, but not limited to,
11 attachments, garnishments, subpoenas, writs of replevin, writs
12 of execution, or any other form of process whether specified in
13 this Order or not; or

14 4. Doing any act or thing whatsoever to interfere with the
15 Receiver taking custody, control, possession, or management of
16 the assets or documents subject to this Receivership, or to
17 harass or interfere with the Receiver in any way, or to interfere
18 in any manner with the exclusive jurisdiction of this Court over
19 the assets or documents of the Receivership Defendants;

20 B. This Section XVIII does not stay:

21 1. The commencement or continuation of a criminal action or
22 proceeding;

23 2. The commencement or continuation of an action or proceeding
24 by a governmental unit to enforce such governmental unit's
25 police or regulatory power;

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- 1 3. The enforcement of a judgment, other than a money judgment,
2 obtained in an action or proceeding by a governmental unit to
3 enforce such governmental unit’s police or regulatory power; or
4 4. The issuance to a Receivership Defendant of a notice of tax
5 deficiency.

6 C. Except as otherwise provided in this Order, all persons and entities in
7 need of documentation from the Receiver shall in all instances first attempt to
8 secure such information by submitting a formal written request to the Receiver,
9 and, if such request has not been responded to within **thirty (30)** days of receipt by
10 the Receiver, any such person or entity may thereafter seek an Order of this Court
11 with regard to the relief requested.

12
13 **XIX. LIMITED EXPEDITED DISCOVERY**

14 **IT IS FURTHER ORDERED** that the FTC and the Receiver are granted
15 leave to conduct certain expedited discovery, and that, commencing with the time
16 and date of this Order, in lieu of the time periods, notice provisions, and other
17 requirements of Rules 26, 30, 34, and 45 of the Federal Rules of Civil Procedure,
18 expedited discovery as to parties and non-parties shall proceed as follows:

19 A. The FTC and the Receiver may, upon **seven (7)** calendar days’ notice,
20 take the deposition of any person or entity, whether or not a party, in any judicial
21 district, for the purpose of discovering: (1) the assets of Defendants; (2) location
22 of documents; and (3) compliance with this Order. Depositions may be conducted
23 telephonically or in person. Deposition transcripts that have not been signed by the
24 witness may be used at the preliminary injunction hearing in this matter. *Provided*
25 *that*, notwithstanding Federal Rule of Civil Procedure 30(a)(2), this Section shall
26 not preclude any future depositions by the FTC. *Provided further*, that any
27 deposition taken pursuant to this Section shall be in addition to, and not subject to,
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1 the presumptive limits on depositions set forth in Federal Rule of Civil Procedure
2 30(a)(2)(A).

3 B. The FTC and the Receiver may serve interrogatories for the purpose
4 of discovering: (1) the assets of Defendants; (2) location of documents; and (3)
5 compliance with this Order. Defendants shall respond within **seven (7)** calendar
6 days after the FTC serves such interrogatories. *Provided that*, notwithstanding
7 Federal Rule of Civil Procedure 33(a)(1), this subsection shall not preclude any
8 future interrogatories by the FTC.

9 C. The FTC and the Receiver may, upon **seven (7)** calendar days' notice,
10 including through the use of a Rule 45 Subpoena, demand the production of
11 documents from any person or entity, whether or not a Defendant, relating to: (1)
12 the assets of Defendants; (2) the location of documents; and (3) compliance with
13 this Order. *Provided that* **two (2)** calendar days' notice shall be deemed sufficient
14 for the production of any such documents that are maintained or stored only as
15 electronic data.

16 D. The FTC and the Receiver are granted leave to subpoena documents
17 immediately from any financial institution, account custodian, or other entity or
18 person that holds, controls, or maintains custody of any account or asset of any
19 Defendant(s), or has held, controlled or maintained custody of any account or asset
20 of any Defendant(s). The subject of such Subpoena may include the nature,
21 location, status, and extent of Defendants' assets, and compliance with this Order,
22 and such financial institution, account custodian or other entity shall respond to
23 such subpoena within **five (5)** business days after service.

24 E. For purposes of discovery pursuant to this Section, service shall be
25 sufficient if made by facsimile or by overnight courier to any branch or location.
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1 **XX. MONITORING**

2 **IT IS FURTHER ORDERED** that employees, agents, or representatives of
3 the FTC may contact Defendants or Defendants' employees, agents, or
4 representatives directly and anonymously for the purpose of monitoring
5 compliance with this Order, and may tape record any oral communications that
6 occur in the course of such contacts.

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8 **XXI. SERVICE OF THIS ORDER**

9 **IT IS FURTHER ORDERED** that copies of this Order may be served by
10 any means, including facsimile, U.S. first class mail, private courier, email, or
11 other electronic means, by agents and employees of the FTC or any state or federal
12 law enforcement agency or by private process server, on Defendants or any other
13 persons or entities that may be subject to any provision of this Order.

14
15 **XXII. DISTRIBUTION OF ORDER BY DEFENDANTS**

16 **IT IS FURTHER ORDERED** that within **three (3)** calendar days after
17 service of this Order, Defendants shall provide a copy of this Order to each of their
18 agents, employees, directors, officers, subsidiaries, affiliates, attorneys,
19 independent contractors, representatives, franchisees, and all persons in active
20 concert or participation with Defendants. Within **five (5)** calendar days following
21 this Order, Defendants shall provide the FTC with an affidavit identifying the
22 names, titles, addresses, and telephone numbers of the persons that Defendants
23 have served with a copy of this Order in compliance with this provision.

24
25 **XXIII. CORRESPONDENCE WITH PLAINTIFF**

26 **IT IS FURTHER ORDERED** that, for the purposes of this Order, because
27 mail addressed to the FTC is subject to delay due to heightened security screening,
28 all correspondence and service of pleadings on Plaintiff shall be sent either via

1 electronic transmission or via Federal Express to: Maxine Stansell, Federal Trade
2 Commission, 915 2nd Ave., Suite 2896. Email: mstansell@ftc.gov; Telephone:
3 (206) 220-4474; Facsimile: (206) 220-6366.
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5 **XXIV. ORDER TO SHOW CAUSE AND**
6 **PRELIMINARY INJUNCTION HEARING**

7 **IT IS FURTHER ORDERED**, pursuant to Federal Rule of Civil Procedure
8 65(b), that Defendants shall appear on the 22nd day of February, 2016, at 10:00
9 a.m. at the United States Courthouse, 312 North Spring Street, Courtroom 1, Los
10 Angeles, California, to show cause, if any there be, why this Court should not enter
11 a preliminary injunction, pending final ruling on the complaint, against
12 Defendants, enjoining them from further violations of the FTC Act, TSR, and the
13 Unordered Merchandise Statute, and imposing such additional relief as may be
14 appropriate.
15

16 **XXV. SERVICE OF PLEADINGS, EVIDENCE,**
17 **AND WITNESS LISTS**

18 **IT IS FURTHER ORDERED** that:

19 A. Defendants shall file any answering affidavits, pleadings, or legal
20 memoranda with the Court and serve the same on counsel for the FTC no later than
21 **five (5)** business days prior to the preliminary injunction hearing in this matter.
22 The FTC may file responsive or supplemental pleadings, materials, affidavits, or
23 memoranda with the Court and serve the same on counsel for Defendants no later
24 than **two (2)** business days prior to the preliminary injunction hearing in this
25 matter. *Provided that* service shall be performed by personal or overnight
26 delivery, facsimile, or email, and documents shall be delivered so that they shall be
27 received by the other parties no later than 4 p.m. (PST) on the appropriate dates
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1 listed in this subsection;

2 B. The question of whether this Court should enter a preliminary
3 injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure enjoining
4 the Defendants during the pendency of this action shall be resolved on the
5 pleadings, declarations, exhibits, and memoranda filed by, and oral argument of,
6 the parties. Live testimony shall be heard only on further order of this Court on
7 motion filed with the Court and served on counsel for the other parties at least **five**
8 **(5)** business days prior to the preliminary injunction hearing in this matter. Such
9 motion shall set forth the name, address, and telephone number of each proposed
10 witness, a detailed summary or affidavit disclosing the substance of each proposed
11 witness' expected testimony, and an explanation of why the taking of live
12 testimony would be helpful to this Court. Any papers opposing a timely motion to
13 present live testimony or to present live testimony in response to live testimony to
14 be presented by another party shall be filed with this Court and served on the other
15 parties at least **three (3)** business days prior to the preliminary injunction hearing
16 in this matter. *Provided that* service shall be performed by personal or overnight
17 delivery or by facsimile or email, and documents shall be delivered so that they
18 shall be received by the other parties no later than 4 p.m. (PST) on the appropriate
19 dates listed in this subsection.

20
21 **XXVI. DURATION OF ORDER**

22 **IT IS FURTHER ORDERED** that the Temporary Restraining Order
23 granted herein shall expire on the 22nd day of February, 2016, at 3:30 o'clock
24 p.m., unless within such time, the Order, for good cause shown, is extended for an
25 additional period not to exceed **ten (10)** calendar days, or unless it is further
26 extended pursuant to Federal Rule of Civil Procedure 65.

