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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

ALLIANCE DOCUMENT
PREPARATION, LLC, *et al.*,

Defendants, and

DIRECT CONSULTING SERVICE,
LLC; and CAPITAL DOC PREP, INC.,

Relief Defendants.

Civ. No. CV 17-7048 SJO (KSx)

**STIPULATION TO ENTRY OF
PERMANENT INJUNCTION AND
FINAL ORDER AS TO
DEFENDANTS RAMIAR REUVENI
and GRADS DOC PREP, LLC**

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint for Permanent Injunction and Other Equitable Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act

Permanent Injunction
as to Ramiar Reuveni and Grads Doc Prep, LLC

1

Federal Trade Commission
915 2nd Ave., Ste. 2896
Seattle, Washington 98174
(206) 220-6350

1 (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108. The Commission and
 2 Defendants Ramiar Reuveni and Grads Doc Prep, LLC (“Stipulating Defendants”)
 3 stipulate to entry of the Permanent Injunction and Final Order (“Order”) to resolve
 4 all matters in dispute in this action between them.

5 **THEREFORE, IT IS ORDERED** as follows:

6 **FINDINGS**

7 1. This Court has jurisdiction over this matter.

8 2. The Complaint charges that Stipulating Defendants participated in
 9 deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C.
 10 § 45(a), and the Telemarketing Sales Rule, 16 C.F.R. § 310, in connection with the
 11 advertising, marketing, promotion, offering for sale, or sale of debt relief services.

12 3. Stipulating Defendants neither admit nor deny any of the allegations
 13 in the Complaint, except as specifically stated in this Order. Only for purposes of
 14 this action, Stipulating Defendants admit the facts necessary to establish
 15 jurisdiction.

16 4. Stipulating Defendants waive any claim that they may have under the
 17 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this
 18 action through the date of this Order, and agree to bear their own costs and
 19 attorney fees.

20 5. Stipulating Defendants and the Commission waive all rights to appeal
 21 or otherwise challenge or contest the validity of this Order.

22 **DEFINITIONS**

23 A. “Assisting others” includes: (1) performing customer service
 24 functions, including receiving or responding to consumer complaints; (2)
 25 formulating or providing, or arranging for the formulation or provision of, any
 26 advertising or marketing material, including any telephone sales script, direct mail
 27 solicitation, or the design, text, or use of images of any Internet website, email, or
 28 other electronic communication; (3) formulating or providing, or arranging for the

1 formulation or provision of, any marketing support material or service, including
 2 web or Internet Protocol addresses or domain name registration for any Internet
 3 websites, affiliate marketing services, or media placement services; (4) providing
 4 names of, or assisting in the generation of, potential customers; (5) performing
 5 marketing, billing, or payment services of any kind; or (6) acting or serving as an
 6 owner, officer, director, manager, or principal of any entity.

7 B. **“Financial product or service”** means any product, service, plan, or
 8 program represented, expressly or by implication, to:

- 9 1. provide any consumer, arrange for any consumer to receive, or
 10 assist any consumer in receiving, a loan or other extension of credit;
- 11 2. provide any consumer, arrange for any consumer to receive, or
 12 assist any consumer in receiving, credit, debit, or stored value cards;
- 13 3. improve, repair, or arrange to improve or repair, any
 14 consumer’s credit record, credit history, or credit rating; or
- 15 4. provide advice or assistance to improve any consumer’s credit
 16 record, credit history, or credit rating.

17 C. **“Secured or unsecured debt relief product or service”** means:

- 18 1. With respect to any mortgage, loan, debt, or obligation between
 19 a person and one or more secured or unsecured creditors or debt
 20 collectors, any product, service, plan, or program represented,
 21 expressly or by implication, to:

- 22 a. stop, prevent, or postpone any mortgage or deed of
 23 foreclosure sale for a person’s dwelling, any other sale of
 24 collateral, any repossession of a person’s dwelling or other
 25 collateral, or otherwise save a person’s dwelling or other
 26 collateral from foreclosure or repossession;
- 27 b. negotiate, obtain, or arrange a modification, or
 28 renegotiate, settle, or in any way alter any terms of the

1 mortgage, loan, debt, or obligation, including a reduction in the
2 amount of interest, principal balance, monthly payments, or
3 fees owed by a person to a secured or unsecured creditor or debt
4 collector;

5 c. obtain any forbearance or modification in the timing of
6 payments from any secured or unsecured holder or servicer of
7 any mortgage, loan, debt, or obligation;

8 d. negotiate, obtain, or arrange any extension of the period
9 of time within which a person may (i) cure his or her default on
10 the mortgage, loan, debt, or obligation, (ii) reinstate his or her
11 mortgage, loan, debt, or obligation, (iii) redeem a dwelling or
12 other collateral, or (iv) exercise any right to reinstate the
13 mortgage, loan, debt, or obligation or redeem a dwelling or
14 other collateral;

15 e. obtain any waiver of an acceleration clause or balloon
16 payment contained in any promissory note or contract secured
17 by any dwelling or other collateral; or

18 f. negotiate, obtain, or arrange (i) a short sale of a dwelling
19 or other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any
20 other disposition of a mortgage, loan, debt, or obligation other
21 than a sale to a third party that is not the secured or unsecured
22 loan holder.

23 The foregoing shall include any manner of claimed assistance, including
24 auditing or examining a person's application for the mortgage, loan, debt, or
25 obligation.

26 2. With respect to any loan, debt, or obligation between a person
27 and one or more unsecured creditors or debt collectors, any product,
28 service, plan, or program represented, expressly or by implication, to:

a. repay one or more unsecured loans, debts, or obligations;
or

b. combine unsecured loans, debts, or obligations into one
or more new loans, debts, or obligations.

D. **“Receivership Defendant”** means Grads Doc Prep, LLC.

E. **“Stipulating Defendants”** means Ramiar Reuveni; and any other
names by which he might be known, and Grads Doc Prep, LLC, and its successors
and assigns, individually, collectively, or in any combination.

**I. BAN ON SECURED AND UNSECURED DEBT RELIEF
PRODUCTS AND SERVICES**

IT IS ORDERED that Stipulating Defendants are permanently restrained
and enjoined from advertising, marketing, promoting, offering for sale, or selling,
or assisting others in the advertising, marketing, promoting, offering for sale, or
selling, of any secured or unsecured debt relief product or service.

**II. PROHIBITION AGAINST MISREPRESENTATIONS RELATING
TO FINANCIAL PRODUCTS AND SERVICES**

IT IS FURTHER ORDERED that Stipulating Defendants, and their
officers, agents, employees, and attorneys, and all other persons or entities in
active concert or participation with them, who receive actual notice of this Order,
whether acting directly or indirectly, in connection with the advertising, marketing,
promoting, offering for sale, or selling of any financial product or service, are
permanently restrained and enjoined from misrepresenting, or assisting others in
misrepresenting, expressly or by implication:

A. The terms or rates that are available for any loan or other extension of
credit, including:

1. closing costs or other fees;

2. the payment schedule, monthly payment amount(s), any balloon payment, or other payment terms;

3. the interest rate(s), annual percentage rate(s), or finance charge(s), or whether they are fixed or adjustable;

4. the loan amount, credit amount, draw amount, or outstanding balance; the loan term, draw period, or maturity; or any other term of credit;

5. the amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third parties;

6. whether any specified minimum payment amount covers both interest and principal, or whether the credit has or can result in negative amortization; or

7. that the credit does not have a prepayment penalty or whether subsequent refinancing may trigger a prepayment penalty and/or other fees.

B. The ability to improve or otherwise affect a consumer's credit record, credit history, credit rating, or ability to obtain credit, including that a consumer's credit record, credit history, credit rating, or ability to obtain credit can be improved by permanently removing current, accurate negative information from the consumer's credit record or history.

C. That a consumer will receive legal representation.

D. Any other fact material to consumers concerning any financial product or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

**III. PROHIBITION AGAINST MISREPRESENTATIONS RELATING
TO ANY PRODUCTS OR SERVICES**

IT IS FURTHER ORDERED that Stipulating Defendants, and their officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any product, service, plan, or program, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

A. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;

B. That any person is affiliated with, endorsed, approved by, accredited by, or otherwise connected to any other person; government entity; public, non-profit, or other non-commercial program; or any other program;

C. The nature, expertise, position, or job title of any person who provides any product, service, plan, or program;

D. The cost or likelihood of qualifying for or receiving any product, service, plan, or program;

E. That any person providing a testimonial has purchased, received, or used the product, service, plan, or program;

F. That the experience represented in a testimonial of the product, service, plan, or program represents the person's actual experience resulting from the use of the product, service, plan, or program under the circumstances depicted in the advertisement; or

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

4 **IV. MONETARY EQUITABLE RELIEF AND PARTIAL SUSPENSION**

5 **IT IS FURTHER ORDERED** that:

6 A. Judgment in the amount of \$127,000.00 is entered in favor of the
 7 Commission against Stipulating Defendants, jointly and severally, as equitable
 8 monetary relief.

9 B. Stipulating Defendants waive and release any rights and claims to the
 10 funds of Grads Doc Prep, LLC, remaining after payment of the fees authorized by
 11 the Court to the court-appointed receiver, Thomas W. McNamara. Payment, if
 12 any, of these funds to the FTC shall be made by the holder of the funds by
 13 electronic fund transfer in accordance with instructions provided to the holder of
 14 the funds by a representative of the Commission. The remainder of the judgment
 15 is suspended upon payment of any such remaining funds to the FTC, or if no such
 16 funds remain, upon entry of this Order, subject to the Subsections below.

17 C. The Commission's agreement to the suspension of part of the
 18 judgment is expressly premised upon the truthfulness, accuracy, and completeness
 19 of Stipulating Defendants' sworn financial statements dated October 11, 2017, and
 20 related documents (collectively, "financial representations") submitted to the
 21 Commission.

22 D. The suspension of the judgment will be lifted as to any Stipulating
 23 Defendant if, upon motion by the Commission, the Court finds that the Stipulating
 24 Defendant failed to disclose any material asset, materially misstated the value of
 25 any asset, or made any other material misstatement or omission in the financial
 26 representations identified above.

27 E. If the suspension of the judgment is lifted, the judgment becomes
 28 immediately due as to that Stipulating Defendant in the amount specified in

1 Subsection A. above (which the parties stipulate only for purposes of this Section)
 2 represents the consumer injury caused by Stipulating Defendants, less any payment
 3 previously made pursuant to this Section, plus interest computed from the date of
 4 entry of this Order.

5 **V. OTHER MONETARY PROVISIONS**

6 **IT IS FURTHER ORDERED** that:

7 A. Stipulating Defendants relinquish dominion and all legal and equitable
 8 right, title, and interest in all assets transferred pursuant to this Order and may not
 9 seek the return of any assets.

10 B. The facts alleged in the Complaint will be taken as true, without
 11 further proof, in any subsequent civil litigation by or on behalf of the Commission,
 12 including in a proceeding to enforce its rights to any payment or money judgment
 13 pursuant to this Order, such as a non-dischargeability complaint in any bankruptcy
 14 case.

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

19 D. Stipulating Defendants acknowledge that the Social Security and
 20 Taxpayer Identification Numbers, which Stipulating Defendants previously
 21 submitted to the Commission, may be used for collecting and reporting on any
 22 delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

23 E. All money paid to the Commission pursuant to this Order may be
 24 deposited into a fund administered by the Commission or its designee to be used
 25 for equitable relief, including consumer redress and any attendant expenses for the
 26 administration of any redress fund. If a representative of the Commission decides
 27 that direct redress to consumers is wholly or partially impracticable or money
 28 remains after redress is completed, the Commission may apply any remaining

1 money for such other equitable relief (including consumer information remedies)
 2 as it determines to be reasonably related to Stipulating Defendants' practices
 3 alleged in the Complaint. Any money not used for such equitable relief is to be
 4 deposited to the U.S. Treasury as disgorgement. Stipulating Defendants have no
 5 right to challenge any actions the Commission or its representative may take
 6 pursuant to this Subsection.

7 F. The freeze on the personal assets of Stipulating Defendant Ramiar
 8 Reuveni shall be lifted upon entry of this Order. The freeze on the assets of Grads
 9 Doc Prep, LLC, shall remain in effect until such time as the Receiver receives
 10 payment of all Court-approved fees and expenses of the Receiver and the Receiver
 11 is discharged. A financial institution shall be entitled to rely upon a letter from a
 12 representative of the Commission stating that the freeze on a Stipulating
 13 Defendant's assets has been lifted.

14 VI. CUSTOMER INFORMATION

15 **IT IS FURTHER ORDERED** that Stipulating Defendants, their officers,
 16 agents, employees, attorneys, and all other persons who are in active concert or
 17 participation with them, who receive actual notice of this Order, are permanently
 18 restrained and enjoined from directly or indirectly:

19 A. Failing to provide sufficient customer information to enable the
 20 Commission to efficiently administer consumer redress. Stipulating Defendants
 21 represent that they have provided this redress information to the Commission. If a
 22 representative of the Commission requests in writing information related to
 23 redress, Stipulating Defendants must provide it, in the form prescribed by the
 24 Commission, within fourteen (14) days.

25 B. Disclosing, using, or benefitting from customer information, including
 26 the name, address, telephone number, email address, other identifying information,
 27 or any data that enables access to a customer's account, (including a credit card,
 28

1 bank account, or other financial account), that Stipulating Defendants obtained
 2 prior to entry of this Order in connection with the sale of debt relief; and

3 C. Failing to destroy such customer information in all forms in their
 4 possession, custody, or control within thirty (30) days after entry of this Order.

5 *Provided, however,* that customer information need not be disposed of, and
 6 may be disclosed, to the extent requested by a government agency or required by
 7 law, regulation, or court order.

8 **VII. COOPERATION WITH FTC**

9 **IT IS FURTHER ORDERED** that Stipulating Defendants must fully
 10 cooperate with representatives of the Commission in this case and in any
 11 investigation related to or associated with the transactions or the occurrences that
 12 are the subject of the Complaint. Stipulating Defendants must provide truthful and
 13 complete information, evidence, and testimony. Stipulating Defendants must
 14 appear and must cause officers, employees, representatives, or agents to appear for
 15 interviews, discovery, hearings, trials, and any other proceedings that a
 16 Commission representative may designate, without the service of a subpoena.

17 **VIII. COOPERATION WITH RECEIVER**

18 **IT IS FURTHER ORDERED** that Stipulating Defendants shall not
 19 interfere with the Receiver's performance of his duties and shall cooperate fully
 20 with the Receiver to complete his duties, including, but not limited to, cooperation
 21 as to the Receiver's pursuit of any claims against other persons or entities and the
 22 Receiver's pursuit of any funds or assets of a Receivership Defendant. Stipulating
 23 Defendants shall execute any documents requested by the Receiver necessary to
 24 transfer assets or ownership interests to the Receiver. If it becomes necessary to
 25 execute additional documents to transfer or liquidate assets of a Receivership
 26 Defendant or any other assets that are surrendered under this Order or to wind up
 27 the Receivership Defendants, Stipulating Defendants must execute all documents
 28 requested by the Receiver within five (5) days of receipt from the Receiver.

1 **IX. RECEIVERSHIP WRAP UP AND TERMINATION**

2 **IT IS FURTHER ORDERED** that the Receiver shall endeavor to complete
 3 all duties of the Receiver relative to Stipulating Defendants and file a Final Report
 4 and Final Fee Application within 180 days after entry of this Order, but any party
 5 or the Receiver may request an extension or shortening of the Receiver's term for
 6 good cause. Upon the ruling of the Court on all pending motions by the Receiver
 7 for the approval of fees and expenses of the Receiver and his professionals, the
 8 Receiver may withdraw all approved amounts for receivership expenses from the
 9 receivership account and transfer the balance to the account of the Commission.

10 **X. ORDER ACKNOWLEDGMENTS**

11 **IT IS FURTHER ORDERED** that Stipulating Defendants obtain
 12 acknowledgments of receipt of this Order:

13 A. Each Stipulating Defendant, within seven (7) days of entry of this
 14 Order, must submit to the Commission an acknowledgment of receipt of this Order
 15 sworn under penalty of perjury.

16 B. For five (5) years after entry of this Order, Stipulating Defendant
 17 Ramiar Reuveni for any business that he is the majority owner or controls directly
 18 or indirectly, and Stipulating Defendant Grads Doc Prep, LLC, and its successors
 19 and assigns, must deliver a copy of this Order to: (1) all principals, officers,
 20 directors, and LLC managers and members; (2) all employees having managerial
 21 responsibilities for conduct related to the subject matter of the Order and agents
 22 and representatives who participate in conduct related to the subject matter of the
 23 Order; and (3) any business entity resulting from any change in structure as set
 24 forth in the Section titled Compliance Reporting. Delivery must occur within
 25 seven (7) days of entry of this Order for current personnel. For all others, delivery
 26 must occur before they assume their responsibilities.

1 C. From each individual or entity to which a Stipulating Defendant
 2 delivered a copy of this Order, that Stipulating Defendant must obtain, within
 3 thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

4 **XI. COMPLIANCE REPORTING**

5 **IT IS FURTHER ORDERED** that Stipulating Defendants make timely
 6 submissions to the Commission:

7 A. One year after entry of this Order, Stipulating Defendants must submit
 8 a compliance report, sworn under penalty of perjury.

9 1. Each Stipulating Defendant must: (a) identify the primary
 10 physical, postal, and email address and telephone number, as designated
 11 points of contact, which representatives of the Commission may use to
 12 communicate with Stipulating Defendant; (b) identify all of that Stipulating
 13 Defendant's businesses by all of their names, telephone numbers, and
 14 physical, postal, email, and Internet addresses; (c) describe the activities of
 15 each business including the goods and services offered, the means of
 16 advertising, marketing, and sales, and the involvement of any other
 17 Defendant (which Stipulating Defendant Ramiar Reuveni must describe if he
 18 knows or should know due to his own involvement); (d) describe in detail
 19 whether and how that Stipulating Defendant is in compliance with each
 20 Section of this Order; and (e) provide a copy of each Order
 21 Acknowledgment obtained pursuant to this Order, unless previously
 22 submitted to the Commission.

23 2. Additionally, Stipulating Defendant Ramiar Reuveni must: (a)
 24 identify all telephone numbers and all physical, postal, email and Internet
 25 addresses, including all residences; (b) identify all business activities,
 26 including any business for which he performs services whether as an
 27 employee or otherwise and any entity in which such Stipulating Defendant
 28 has any ownership interest; and (c) describe in detail such Stipulating

1 Defendant's involvement in each such business, including title, role,
2 responsibilities, participation, authority, control, and any ownership.

3 B. For ten (10) years after entry of this Order, each Stipulating Defendant
4 must submit a compliance notice, sworn under penalty of perjury, within fourteen
5 (14) days of any change in the following:

6 1. Each Stipulating Defendant must report any change in: (a) any
7 designated point of contact; or (b) the structure of Grads Doc Prep, LLC, and
8 its successors and assigns, or any entity that Stipulating Defendant Ramiar
9 Reuveni has any ownership interest in or controls directly or indirectly that
10 may affect compliance obligations arising under this Order, including:
11 creation, merger, sale, or dissolution of the entity or any subsidiary, parent,
12 or affiliate that engages in any acts or practices subject to this Order.

13 2. Additionally, Stipulating Defendant Ramiar Reuveni must
14 report any change in: (a) name, including aliases or fictitious name, or
15 residence address; or (b) title or role in any business activity, including any
16 business for which he performs services whether as an employee or
17 otherwise and any entity in which he has any ownership interest, and
18 identify the name, physical address, and any Internet address of the business
19 or entity.

20 C. Each Stipulating Defendant must submit to the Commission notice of
21 the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding
22 by or against such Stipulating Defendant within fourteen (14) days of its filing.

23 D. Any submission to the Commission required by this Order to be
24 sworn under penalty of perjury must be true and accurate and comply with 28
25 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under
26 the laws of the United States of America that the foregoing is true and correct.
27 Executed on: _____" and supplying the date, signatory's full name, title (if
28 applicable), and signature.

1 E. Unless otherwise directed by a Commission representative in writing,
 2 all submissions to the Commission pursuant to this Order must be emailed to
 3 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
 4 Associate Director for Enforcement, Bureau of Consumer Protection, Federal
 5 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The
 6 subject line must begin: FTC v. Alliance Document Preparation, LLC, *et al.*,
 7 X170054.

8 XII. RECORDKEEPING

9 **IT IS FURTHER ORDERED** that Stipulating Defendants must create
 10 certain records for ten (10) years after entry of the Order, and retain each such
 11 record for five (5) years. Specifically, Stipulating Defendant Grads Doc Prep,
 12 LLC, and its successors and assigns, and Stipulating Defendant Ramiar Reuveni,
 13 for any business that he is a majority owner or controls directly or indirectly, and
 14 that is engaged in conduct that affects compliance with this Order, must create and
 15 retain the following records: (a) accounting records showing the revenues from all
 16 goods or services sold; (b) personnel records showing, for each person providing
 17 services, whether as an employee or otherwise, that person's: name; addresses;
 18 telephone numbers; job title or position; dates of service; and (if applicable) the
 19 reason for termination; (c) records of all consumer complaints and refund requests,
 20 whether received directly or indirectly, such as through a third party, and any
 21 response; (d) all records necessary to demonstrate full compliance with each
 22 provision of this Order, including all submissions to the Commission; and (e) a
 23 copy of each unique advertisement or other marketing material.

24 XIII. COMPLIANCE MONITORING

25 **IT IS FURTHER ORDERED** that, for the purpose of monitoring
 26 Stipulating Defendants' compliance with this Order, including the financial
 27 attestations upon which all or part of the judgment was suspended and any failure
 28 to transfer any assets as required by this Order:

1 A. Within fourteen (14) days of receipt of a written request from a
 2 representative of the Commission, Stipulating Defendants must: submit additional
 3 compliance reports or other requested information, which must be sworn under
 4 penalty of perjury; appear for depositions; and produce documents for inspection
 5 and copying. The Commission is also authorized to obtain discovery, without
 6 further leave of court, using any of the procedures prescribed by Federal Rules of
 7 Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and
 8 69.

9 B. For matters concerning this Order, the Commission is authorized to
 10 communicate directly with Stipulating Defendants. Stipulating Defendants must
 11 permit representatives of the Commission to interview any employee or other
 12 person affiliated with Stipulating Defendants who has agreed to such an interview.
 13 The person interviewed may have counsel present.

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

20 D. Upon written request from a representative of the Commission, any
 21 consumer reporting agency must furnish consumer reports concerning Stipulating
 22 Defendant Ramiar Reuveni, pursuant to Section 604(1) of the Fair Credit
 23 Reporting Act, 15 U.S.C. §1681b(a)(1).

24 **XIV. ENTRY OF FINAL ORDER**

25 **IT IS FURTHER ORDERED** that there is no just reason for delay of entry
 26 of this final order, and that, pursuant to Federal Rule of Civil Procedure 54(b), the
 27 Clerk immediately shall enter this Order as a final order as to Stipulating
 28 Defendants.

XV. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this 7th day of August, 2018, at 11:00 a.m.

A handwritten signature in black ink that reads "S. James Otero". The signature is written in a cursive, flowing style.

THE HONORABLE S. JAMES OTERO
UNITED STATES DISTRICT JUDGE