

1 DAVID C. SHONKA  
Acting General Counsel  
2 ADAM M. WESOLOWSKI  
GREGORY A. ASHE  
3 Federal Trade Commission  
600 Pennsylvania Avenue NW  
4 Washington, DC 20580  
Telephone: 202-326-3068 (Wesolowski)  
5 Telephone: 202-326-3719 (Ashe)  
Facsimile: 202-326-3768  
6 Email: [awesolowski@ftc.gov](mailto:awesolowski@ftc.gov), [gashe@ftc.gov](mailto:gashe@ftc.gov)

7 DAYLE ELIESON  
8 United States Attorney  
BLAINE T. WELSH  
9 Assistant United States Attorney  
Nevada Bar No. 4790  
10 501 Las Vegas Blvd. South, Suite 1100  
11 Las Vegas, Nevada 89101  
Phone: (702) 388-6336  
12 Facsimile: (702) 388-6787

13 Attorneys for Plaintiff  
14

15 **UNITED STATES DISTRICT COURT**  
16 **DISTRICT OF NEVADA**

17 **FEDERAL TRADE COMMISSION,**

18 Plaintiff,

19 v.

20 **CONSUMER DEFENSE, LLC, *et al.*,**

21 Defendants.  
22

**Case No. 2:18-cv-00030-JCM-PAL**

**FTC'S LODGING OF PROPOSED  
PRELIMINARY INJUNCTION  
ORDER**

23 Pursuant to the Court's instruction, plaintiff Federal Trade Commission ("FTC") hereby  
24 lodges the proposed preliminary injunction order.  
25  
26  
27

1 Dated: February 16, 2018

Respectfully submitted,

2 DAVID SHONKA  
3 Acting General Counsel

4 /s/ Gregory A. Ashe  
5 ADAM M. WESOLOWSKI  
6 GREGORY A. ASHE  
7 Federal Trade Commission  
8 600 Pennsylvania Ave, N.W., CC-10232  
9 Washington, DC 20580  
10 Telephone: 202-326-3068 (Wesolowski)  
11 Telephone: 202-326-3719 (Ashe)  
12 Facsimile: 202-326-3768  
13 Email: [awesolowski@ftc.gov](mailto:awesolowski@ftc.gov), [gashe@ftc.gov](mailto:gashe@ftc.gov)

14 DAYLE ELIESON  
15 United States Attorney  
16 BLAINE T. WELSH  
17 Assistant United States Attorney  
18 Nevada Bar No. 4790  
19 501 Las Vegas Blvd. South, Suite 1100  
20 Las Vegas, Nevada 89101  
21 Telephone: (702) 388-6336  
22 Facsimile: (702) 388-6787

23 Attorneys for Plaintiff  
24 FEDERAL TRADE COMMISSION  
25  
26  
27

**CERTIFICATE OF SERVICE**

Undersigned counsel certifies that on February 16, 2018, **FTC'S LODGING OF PROPOSED PRELIMINARY INJUNCTION** was electronically filed with the Clerk of Court using the CM/ECF system, which will automatically send email notification of such filing to the following attorneys of record:

Abran E. Vigil  
Blaine T Welsh  
Gregory A. Ashe  
Edward T. Chang  
Adam M Wesolowski  
Karra J. Porter  
Gregory A. Miles

The undersigned counsel further certifies that the documents will be emailed, overnighted, and/or hand-delivered to the following non-CM/ECF participants:

Andrew Robertson  
J.D. Lauritzen  
Benjamin Horton (Defendant *pro se*)

/s/ Gregory A. Ashe  
Attorney for Plaintiff Federal Trade Commission

1 DAVID C. SHONKA  
Acting General Counsel  
2 ADAM M. WESOLOWSKI  
GREGORY A. ASHE  
3 Federal Trade Commission  
600 Pennsylvania Avenue NW  
4 Washington, DC 20850  
Telephone: 202-326-3068 (Wesolowski)  
5 Telephone: 202-326-3719 (Ashe)  
Facsimile: 202-326-3768  
6 Email: [awesolowski@ftc.gov](mailto:awesolowski@ftc.gov); [gashe@ftc.gov](mailto:gashe@ftc.gov)

7 DAYLE ELIESON  
8 United States Attorney  
BLAINE T. WELSH  
9 Assistant United States Attorney  
Nevada Bar No. 4790  
10 501 Las Vegas Blvd. South, Suite 1100  
11 Las Vegas, Nevada 89101  
Phone: (702) 388-6336  
12 Facsimile: (702) 388-6787

13 Attorneys for Plaintiff

14 **UNITED STATES DISTRICT COURT**  
15 **DISTRICT OF NEVADA**

16 **FEDERAL TRADE COMMISSION,**

17 Plaintiff,

18 v.  
19

20 **CONSUMER DEFENSE, LLC, *et al.*,**

21 Defendants.  
22

**Case No. 2:18-cv-00030-JCM-PAL**

**PRELIMINARY INJUNCTION**

23 Plaintiff, Federal Trade Commission (“FTC”), commenced this civil action on January 8,  
24 2018, pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §  
25 53(b), and the 2009 Omnibus Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524,  
26 678 (Mar. 11, 2009), as clarified by the Credit Card Accountability Responsibility and  
27

1 Disclosure Act of 2009, Public Law 111-24, Section 511, 123 Stat. 1734, 1763-64 (May 22,  
2 2009), and amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act,  
3 Public Law 111-203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010), 12 U.S.C. § 5538.  
4 (ECF No. 1.) On motion by the FTC, on January 10, 2018, this Court entered an *ex parte*  
5 temporary restraining order (“TRO”) with asset freeze, appointment of receiver, and other  
6 equitable relief against Defendants Consumer Defense, LLC (Nevada); Consumer Link, Inc.;  
7 Preferred Law, PLLC; American Home Loan Counselors; American Home Loans, LLC;  
8 Consumer Defense Group, LLC; Consumer Defense, LLC (Utah); Brown Legal, Inc.; AM  
9 Property Management, LLC; FMG Partners, LLC; Zinly, LLC; Jonathan P. Hanley; Benjamin R.  
10 Horton; and Sandra X. Hanley. (ECF No. 12.) On January 22, 2018, on stipulation of the  
11 parties, the Court continued the TRO. (ECF No. 23.) On February 1, 2018, on stipulation of the  
12 parties, the Court continued the TRO again. (ECF No. 30.) On February 15, 2018, the Court  
13 held a hearing on an order to show cause why a preliminary injunction should not issue against  
14 Defendants.  
15  
16

### 17 FINDINGS OF FACT

18 The Court, having considered the pleadings, declarations, exhibits, and memoranda, and  
19 the arguments presented by the parties, and being otherwise advised, finds that:

- 20 A. This Court has jurisdiction over the subject matter of this case, and there is good cause to  
21 believe that it will have jurisdiction over all parties hereto and that venue in the District of  
22 Nevada is proper.  
23  
24 B. There is good cause to believe that Defendants have engaged in and are likely to engage in  
25 acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the  
26  
27

1 Mortgage Assistance Relief Services Rule (“MARS Rule” or Regulation O), 12 C.F.R. Part  
2 1015, and that the FTC is therefore likely to prevail on the merits of this action.

- 3 C. There is good cause to believe that immediate and irreparable harm will result from  
4 Defendants’ ongoing violations of the FTC Act and the MARS Rule unless Defendants are  
5 immediately restrained and enjoined by order of this Court.
- 6 D. There is good cause to believe that immediate and irreparable damage to the Court’s ability  
7 to grant effective final relief for consumers – including monetary restitution, rescission,  
8 disgorgement or refunds – will occur from the sale, transfer, destruction or other disposition  
9 or concealment by Defendants of their assets or records, unless Defendants are immediately  
10 restrained and enjoined by order of this Court.
- 11
- 12 E. Good cause exists for continuing the asset freeze over the Defendants’ assets and for  
13 continuing the receivership over the Receivership Entities.
- 14 F. Weighing the equities and considering the FTC’s likelihood of ultimate success on the  
15 merits, this order is in the public interest.
- 16
- 17 G. This Court has authority to issue this Order pursuant to Section 13(b) of the FTC Act, 15  
18 U.S.C. § 53(b); Section 626 of the Omnibus Act, 12 U.S.C. § 5538; Federal Rule of Civil  
19 Procedure 65; and the All Writs Act, 28 U.S.C. § 1651.
- 20 H. No security is required of any agency of the United States for issuance of a preliminary  
21 injunction. Fed. R. Civ. P. 65(c).

## 22 DEFINITIONS

23 For the purpose of this Order, the following definitions shall apply:

- 24
- 25 A. “**Asset**” means any legal or equitable interest in, right to, or claim to, any property, wherever  
26 located and by whomever held.

- 1 B. “**Commercial communication**” means any written or oral statement, illustration, or  
2 depiction, whether in English or any other language, that is designed to affect a sale or create  
3 interest in purchasing any service, plan, or program, whether it appears on or in a label,  
4 package, package insert, radio, television, cable television, brochure, newspaper, magazine,  
5 pamphlet, leaflet, circular, mailer, book insert, free standing insert, letter, catalogue, poster,  
6 chart, billboard, public transit card, point of purchase display, film, slide, audio program  
7 transmitted over a telephone system, telemarketing script, on hold script, upsell script,  
8 training materials provided to telemarketing firms, program-length commercial  
9 (“infomercial”), the Internet, cellular network, or any other medium. Promotional materials  
10 and items and Web pages are included in the term “commercial communication.”  
11
- 12 C. “**Consumer**” means any person.
- 13 D. “**Consumer-specific commercial communication**” means a commercial communication  
14 that occurs prior to a consumer agreeing to permit the provider to seek offers of mortgage  
15 assistance relief on behalf of the consumer, or otherwise agreeing to use the mortgage  
16 assistance relief service, and that is directed at a specific consumer.  
17
- 18 E. “**Corporate Defendants**” means Consumer Defense, LLC (a Nevada LLC); Consumer Link,  
19 Inc.; Preferred Law, PLLC; American Home Loan Counselors; American Home Loans, LLC;  
20 Consumer Defense Group, LLC; Consumer Defense, LLC (a Utah LLC); Brown Legal, Inc.;  
21 AM Property Management, LLC; FMG Partners, LLC; Zinly, LLC; and each of their  
22 subsidiaries, affiliates, successors, and assigns.  
23
- 24 F. “**Defendants**” means the Corporate Defendants and the Individual Defendants, individually,  
25 collectively, or in any combination.  
26  
27

- 1 G. **“Document”** is synonymous in meaning and equal in scope to the usage of “document” and  
2 “electronically stored information” in Federal Rule of Civil Procedure 34(a), Fed. R. Civ. P.  
3 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video  
4 recordings, images, Internet sites, web pages, websites, electronic correspondence, including  
5 e-mail and instant messages, contracts, accounting data, advertisements, FTP Logs, Server  
6 Access Logs, books, written or printed records, handwritten notes, telephone logs, telephone  
7 scripts, receipt books, ledgers, personal and business canceled checks and check registers,  
8 bank statements, appointment books, computer records, customer or sales databases and any  
9 other electronically stored information, including Documents located on remote servers or  
10 cloud computing systems, and other data or data compilations from which information can be  
11 obtained directly or, if necessary, after translation into a reasonably usable form. A draft or  
12 non-identical copy is a separate document within the meaning of the term.  
13  
14 H. **“Electronic Data Host”** means any person or entity in the business of storing, hosting, or  
15 otherwise maintaining electronically stored information. This includes, but is not limited to,  
16 any entity hosting a website or server, and any entity providing “cloud based” electronic  
17 storage.  
18  
19 I. **“General commercial communication”** means a commercial communication that occurs  
20 prior to the consumer agreeing to permit the provider to seek offers of mortgage assistance  
21 relief on behalf of the consumer, or otherwise agreeing to use the mortgage assistance relief  
22 service, and that is not directed at a specific consumer.  
23  
24 J. **“Individual Defendant(s)”** means Jonathan P. Hanley, Benjamin R. Horton, and Sandra X.  
25 Hanley, individually, collectively, or in any combination.  
26  
27



1 K. “**Mortgage assistance relief service**” means any product, service, plan, or program, offered  
2 or provided to the consumer in exchange for consideration, that is represented, expressly or  
3 by implication, to assist or attempt to assist the consumer with any of the following:

- 4 1. stopping, preventing, or postponing any mortgage or deed of foreclosure sale for  
5 the consumer’s dwelling, any repossession of the consumer’s dwelling, or  
6 otherwise saving the consumer’s dwelling from foreclosure or repossession;
- 7 2. negotiating, obtaining, or arranging a modification of any term of a dwelling loan,  
8 including a reduction in the amount of interest, principal, balance, monthly  
9 payments, or fees;
- 10 3. obtaining any forbearance or modification in the timing of payments from any  
11 dwelling loan holder or servicer on any dwelling loan;
- 12 4. negotiating, obtaining, or arranging any extension of the period of time within  
13 which the consumer may (i) cure his or her default on a dwelling loan, (ii)  
14 reinstate his or her dwelling loan, (iii) redeem a dwelling, or (iv) exercise any  
15 right to reinstate a dwelling loan or redeem a dwelling;
- 16 5. obtaining any waiver of an acceleration clause or balloon payment contained in  
17 any promissory note or contract secured by any dwelling; or
- 18 6. negotiating, obtaining, or arranging (i) a short sale of a dwelling, (ii) a deed-in-  
19 lieu of foreclosure, or (iii) any other disposition of a dwelling other than a sale to  
20 a third party who is not the dwelling loan holder.

21 The foregoing shall include any manner of claimed assistance, including auditing or  
22 examining a consumer’s mortgage or home loan application.  
23  
24  
25  
26  
27

- 1 L. **“Person”** means a natural person, an organization or other legal entity, including a  
2 corporation, partnership, sole proprietorship, limited liability company, association,  
3 cooperative, or any other group or combination acting as an entity.
- 4 M. **“Receiver”** means the receiver appointed in Section XIII of this Order and any deputy  
5 receivers that shall be named by the receiver.
- 6 N. **“Receivership Entities”** means Corporate Defendants as well as any other entity that has  
7 conducted any business related to mortgage assistance relief services, including receipt of  
8 Assets derived from any activity that is the subject of the Complaint in this matter, and that  
9 the Receiver determines is controlled or owned by any Defendant.

## 11 ORDER

### 12 PROHIBITED BUSINESS ACTIVITIES

- 13 I. **IT IS THEREFORE ORDERED** that Defendants, Defendants’ officers, agents, employees,  
14 and attorneys, and all other persons in active concert or participation with them, who receive  
15 actual notice of this Order by personal service or otherwise, whether acting directly or  
16 indirectly, in connection with the advertising, marketing, promoting, or offering for sale of  
17 any mortgage assistance relief services, are hereby restrained and enjoined from:

18 A. misrepresenting or assisting others in misrepresenting, expressly or by implication:

- 19
- 20 1. that any person generally will obtain mortgage loan modifications for consumers that  
21 will make their payments substantially more affordable, substantially lower their  
22 interest rates, or help them avoid foreclosure;
  - 23 2. that any person is affiliated with, endorsed or approved by, or are otherwise  
24 associated with the maker, holder, or servicer of a consumer’s dwelling loan,  
25  
26  
27

- 1 including claiming that any person has a special relationship or special agreements  
2 with the maker, holder, or servicer of a consumer's dwelling loan;
- 3 3. that any person is part of or affiliated with, endorsed or approved by, or is otherwise  
4 associated with the federal government or federal government programs;
- 5 4. that a consumer is not obligated to, or should not, make scheduled periodic payments  
6 or any other payments pursuant to the terms of the consumer's dwelling loan; and  
7
- 8 5. any other fact material to consumers concerning any mortgage assistance relief  
9 service, such as: the total costs; any material restrictions, limitations, or conditions;  
10 or any material aspect of its performance, efficacy, nature, or central characteristics;  
11 and
- 12 B. making or assisting others in making, any representation, expressly or by implication,  
13 about the benefits, performance, or efficacy of any product or service, unless the  
14 representation is non-misleading and, at the time such representation is made, Defendants  
15 possess and rely upon competent and reliable evidence that is sufficient in quality and  
16 quantity based on standards generally accepted in the relevant fields, when considered in  
17 light of the entire body of relevant and reliable evidence, to substantiate that the  
18 representation is true.  
19  
20

21 **PROHIBITION ON COLLECTION OF ADVANCE FEES**

- 22 **II. IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees,  
23 and attorneys, and all other persons in active concert or participation with them, who receive  
24 actual notice of this Order by personal service or otherwise, whether acting directly or  
25 indirectly, in connection with the advertising, marketing, promoting, or offering for sale of  
26  
27

any mortgage assistance relief services, are hereby restrained and enjoined from requesting or receiving payment of any fee or other consideration for any mortgage assistance relief service before the consumer has executed a written agreement with the consumer's dwelling loan holder or servicer incorporating the offer of mortgage assistance relief that a Defendant obtained from the consumer's dwelling loan holder or servicer on the consumer's behalf.

### REQUIRED DISCLOSURES

**III. IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any mortgage assistance relief services, are hereby restrained and enjoined from engaging in the following conduct:

A. Failing to disclose the following information in all general commercial communications:

1. "[Name of Company] is not associated with the government, and our service is not approved by the government or your lender;" and
2. "Even if you accept this offer and use our service, your lender may not agree to change your loan;"

B. Failing to disclose the following information in all consumer-specific commercial communications:

1. "You may stop doing business with us at any time. You may accept or reject the offer of mortgage assistance we obtain from your lender [or servicer]. If you reject the offer, you do not have to pay us. If you accept the offer, you will have to pay us [insert amount or method for calculating the amount] for our services." For the

purposes of this section, the amount “you will have to pay” shall consist of the total amount the consumer must pay to purchase, receive, and use all of the mortgage assistance relief services that are the subject of the sales offer, including but not limited to, all fees and charges;

2. “[Name of company] is not associated with the government, and our service is not approved by the government or your lender;”
3. “Even if you accept this offer and use our service, your lender may not agree to change your loan;” and
4. “If you stop paying your mortgage, you could lose your home and damage your credit.”

#### **PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

**IV. IT IS FURTHER ORDERED** that Defendants, Defendants’ officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby restrained and enjoined from:

- A. Selling, renting, leasing, transferring, or otherwise disclosing, the name, address, birth date, telephone number, email address, credit card number, bank account number, Social Security number, or other financial or identifying information of any person that any Defendant obtained in connection with any activity that pertains to the subject matter of this Order; and
- B. Benefitting from or using the name, address, birth date, telephone number, email address, credit card number, bank account number, Social Security number, or other financial or

1 identifying information of any person that any Defendant obtained in connection with any  
2 activity that pertains to the subject matter of this Order.

- 3 C. Provided, however, that Defendants may disclose such identifying information to a law  
4 enforcement agency, to their attorneys as required for their defense, as required by any  
5 law, regulation, or court order, or in any filings, pleadings or discovery in this action in  
6 the manner required by the Federal Rules of Civil Procedure and by any protective order  
7 in the case.  
8

9 **ASSET FREEZE**

10 **V. IT IS FURTHER ORDERED that:**

- 11 A. Except as set forth in Section V.B of this Order, Defendants, Defendants' officers, agents,  
12 employees, and attorneys, and all other Persons in active concert or participation with any  
13 of them, who receive actual notice of this Order, whether acting directly or indirectly, are  
14 hereby restrained and enjoined from:  
15  
16 1. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,  
17 concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing,  
18 granting a lien or security interest or other interest in, or otherwise disposing of any  
19 Assets that are (1) owned or controlled, directly or indirectly, by any Defendant; (2)  
20 held, in part or in whole, for the benefit of any Defendant; (3) in the actual or  
21 constructive possession of any Defendant; or (4) owned or controlled by, in the actual  
22 or constructive possession of, or otherwise held for the benefit of, any corporation,  
23 partnership, asset protection trust, or other entity that is directly or indirectly owned,  
24 managed or controlled by any Defendant.  
25  
26  
27

2. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Defendant or subject to access by any Defendant, except as necessary to comply with written requests from the Receiver acting pursuant to its authority under this Order;
3. Incurring charges or cash advances on any credit, debit, or ATM card issued in the name, individually or jointly, of any Corporate Defendant or any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Defendant or of which any Defendant is an officer, director, member, or manager. This includes any corporate bankcard or corporate credit card account for which any Defendant is, or was on the date that this Order was signed, an authorized signor; or
4. Cashing any checks or depositing any money orders or cash received from consumers, clients, or customers of any Defendant.
5. The Assets affected by this Section shall include: (1) all Assets of Defendants as of the time this Order is entered; and (2) Assets obtained by Defendants after this Order is entered if those Assets are derived from any activity that is the subject of the Complaint in this matter or that is prohibited by this Order. This Section does not prohibit any transfers to the Receiver or repatriation of foreign Assets specifically required by this order.

B. The Individual Defendants each may retain and spend income received from employment unrelated to mortgage assistance relief services performed after the date of entry of this Order. Further, the Individual Defendants each may retain and spend assets acquired by

1 loan or gift after the date of entry of this Order only after identifying such assets to FTC  
 2 counsel. This section does not apply to loans or gifts valued at less than \$500.

### 3 **DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

4 **VI. IT IS FURTHER ORDERED** that any financial or brokerage institution, Electronic Data  
 5 Host, credit card processor, payment processor, merchant bank, acquiring bank, independent  
 6 sales organization, third party processor, payment gateway, insurance company, business  
 7 entity, or person who receives actual notice of this Order (by service or otherwise) and that  
 8 (a) holds, controls, or maintains custody, through an account or otherwise, of any Document  
 9 on behalf of any Defendant or any Asset that is: owned or controlled, directly or indirectly,  
 10 by any Defendant; held, in part or in whole, for the benefit of any Defendant; in the actual or  
 11 constructive possession of any Defendant; or owned or controlled by, in the actual or  
 12 constructive possession of, or otherwise held for the benefit of, any corporation, partnership,  
 13 asset protection trust, or other entity that is directly or indirectly owned, managed or  
 14 controlled by any Defendant; (b) holds, controls, or maintains custody of any Document or  
 15 Asset associated with credits, debits or charges made on behalf of any Defendant, including  
 16 reserve funds held by payment processors, credit card processors, merchant banks, acquiring  
 17 banks, independent sales organizations, third party processors, payment gateways, insurance  
 18 companies, or other entities; or (c) has held, controlled, or maintained custody of any such  
 19 Document, Asset, or account at any time since the date of entry of this Order shall:

- 22 A. Hold, preserve, and retain within its control and prohibit the withdrawal, removal,  
 23 alteration, assignment, transfer, pledge, encumbrance, disbursement, dissipation,  
 24 relinquishment, conversion, sale, or other disposal of any such Document or Asset, as  
 25 well as all Documents or other property related to such Assets, except for those identified  
 26  
 27



1 in Section V.B of this Order or except as directed by further order of this Court or as  
2 directed in writing by the Receiver regarding Assets owned by, held in the name of, for  
3 the benefit of, or otherwise controlled by any Receivership Entity;

4 B. Deny any Person, except the Receiver, access to any safe deposit box, commercial mail  
5 box, or storage facility that is titled in the name of any Defendant, either individually or  
6 jointly, or otherwise subject to access by any Defendant;

7 C. Provide FTC counsel and the Receiver, within three (3) days of receiving a copy of this  
8 Order, a sworn statement setting forth:

- 9
- 10 1. The identification number of each such account or Asset;
  - 11 2. The balance of each such account, or a description of the nature and value of each  
12 such Asset as of the close of business on the day on which this Order is served, and, if  
13 the account or other Asset has been closed or removed, the date closed or removed,  
14 the total funds removed in order to close the account, and the name of the person or  
15 entity to whom such account or other Asset was remitted; and
  - 16 3. The identification of any safe deposit box, commercial mail box, or storage facility  
17 that is either titled in the name, individually or jointly, of any Defendant, or is  
18 otherwise subject to access by any Defendant; and  
19

20 D. Upon the request of FTC counsel or the Receiver, promptly provide FTC counsel and the  
21 Receiver with copies of all records or other Documents pertaining to such account or  
22 Asset, including originals or copies of account applications, account statements, signature  
23 cards, checks, drafts, deposit tickets, transfers to and from the accounts, including wire  
24 transfers and wire transfer instructions, all other debit and credit instruments or slips,  
25  
26  
27

1 currency transaction reports, 1099 forms, and all logs and records pertaining to safe  
2 deposit boxes, commercial mail boxes, and storage facilities.

- 3 E. *Provided*, that a third party asset holder does not have to provide the information required  
4 in sub-sections C and D if (1) the third party asset holder has complied with the similar  
5 provision set forth in the TRO; and (2) the information provided has not changed.

6 **FINANCIAL DISCLOSURES**

7 **VII. IT IS FURTHER ORDERED** that each Defendant, within five (5) days of service of this  
8 Order upon them, shall prepare and deliver to FTC counsel and the Receiver:  
9

- 10 A. completed financial statements on the forms attached to this Order as **Attachment A**  
11 (Financial Statement of Individual Defendant) for each Individual Defendant, and  
12 **Attachment B** (Financial Statement of Corporate Defendant) for each Corporate  
13 Defendant; and  
14 B. completed **Attachment C** (IRS Form 4506, Request for Copy of a Tax Return) for each  
15 Individual and Corporate Defendant.  
16 C. *Provided*, that Defendants do not have to provide such financial reports if (1) they have  
17 complied with the similar provision set forth in the TRO; and (2) the information  
18 provided has not changed.  
19

20 **FOREIGN ASSET REPATRIATION**

21 **VIII. IT IS FURTHER ORDERED** that within five (5) days following the service of this Order,  
22 each Defendant shall:  
23

- 24 A. Provide FTC counsel and the Receiver with a full accounting, verified under oath and  
25 accurate as of the date of this Order, of all Assets, Documents, and accounts outside of  
26 the United States which are: (1) titled in the name, individually or jointly, of any  
27

Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;

B. Take all steps necessary to provide FTC counsel and Receiver access to all Documents and records that may be held by third parties located outside of the territorial United States of America, including signing the Consent to Release of Financial Records appended to this Order as **Attachment D**.

C. Transfer to the territory of the United States all Documents and Assets located in foreign countries which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant; and

D. The same business day as any repatriation, (1) notify the Receiver and counsel for the FTC of the name and location of the financial institution or other entity that is the recipient of such Documents or Assets; and (2) serve this Order on any such financial institution or other entity.

#### **NON-INTERFERENCE WITH REPATRIATION**

**IX. IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby restrained and enjoined from taking any action, directly or indirectly, which may result in the

1 encumbrance or dissipation of foreign Assets, or in the hindrance of the repatriation required  
2 by this Order, including, but not limited to:

- 3 A. Sending any communication or engaging in any other act, directly or indirectly, that  
4 results in a determination by a foreign trustee or other entity that a “duress” event has  
5 occurred under the terms of a foreign trust agreement until such time that all Defendants’  
6 Assets have been fully repatriated pursuant to this Order; or  
7  
8 B. Notifying any trustee, protector or other agent of any foreign trust or other related entities  
9 of either the existence of this Order, or of the fact that repatriation is required pursuant to  
10 a court order, until such time that all Defendants’ Assets have been fully repatriated  
11 pursuant to this Order.

12 **CONSUMER CREDIT REPORTS**

- 13 **X. IT IS FURTHER ORDERED** that the FTC may obtain credit reports concerning any  
14 Defendants pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C.  
15 1681b(a)(1), and that, upon written request, any credit reporting agency from which such  
16 reports are requested shall provide them to the FTC.  
17

18 **PRESERVATION OF RECORDS**

- 19 **XI. IT IS FURTHER ORDERED** that Defendants, Defendants’ officers, agents, employees,  
20 and attorneys, and all other Persons in active concert or participation with any of them, who  
21 receive actual notice of this Order, whether acting directly or indirectly, are hereby restrained  
22 and enjoined from:  
23  
24 A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering, transferring,  
25 or otherwise disposing of, in any manner, directly or indirectly, Documents that relate to:  
26 (1) the business, business practices, Assets, or business or personal finances of any  
27

Defendant; (2) the business practices or finances of entities directly or indirectly under the control of any Defendant; or (3) the business practices or finances of entities directly or indirectly under common control with any other Defendant; and

B. Failing to create and maintain Documents that, in reasonable detail, accurately, fairly, and completely reflect Defendants' incomes, disbursements, transactions, and use of Defendants' Assets.

### REPORT OF NEW BUSINESS ACTIVITY

**XII. IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby restrained and enjoined from creating, operating, or exercising any control over any business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing FTC counsel and the Receiver with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers, and employees; and (4) a detailed description of the business entity's intended activities.

### CONTINUATION OF RECEIVERSHIP

**XIII. IT IS FURTHER ORDERED** that Thomas W. McNamara shall continue to serve as receiver of the Receivership Entities with full powers of an equity receiver. The Receiver shall be solely the agent of this Court in acting as Receiver under this Order.

## DUTIES AND AUTHORITY OF RECEIVER

- 1  
2 **XIV. IT IS FURTHER ORDERED** that the Receiver is directed and authorized to accomplish  
3 the following:
- 4 A. Assume full control of Receivership Entities by removing, as the Receiver deems  
5 necessary or advisable, any director, officer, independent contractor, employee, attorney,  
6 or agent of any Receivership Entity from control of, management of, or participation in,  
7 the affairs of the Receivership Entity;
- 8  
9 B. Take exclusive custody, control, and possession of all Assets and Documents of, or in the  
10 possession, custody, or under the control of, any Receivership Entity, wherever situated;
- 11 C. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership Entities,  
12 and perform all acts necessary or advisable to preserve the value of those Assets. The  
13 Receiver shall assume control over the income and profits therefrom and all sums of  
14 money now or hereafter due or owing to the Receivership Entities. The Receiver shall  
15 have full power to sue for, collect, and receive, all Assets of the Receivership Entities and  
16 of other persons or entities whose interests are now under the direction, possession,  
17 custody, or control of, the Receivership Entities. Provided, however, that the Receiver  
18 shall not attempt to collect any amount from a consumer if the Receiver believes the  
19 consumer's debt to the Receivership Entities has resulted from the deceptive acts or  
20 practices or other violations of law alleged in the Complaint in this matter, without prior  
21 Court approval;
- 22  
23 D. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the  
24 Receivership Entities, and perform all acts necessary or advisable to preserve such  
25 Documents. The Receiver shall: divert mail; preserve all Documents of the Receivership  
26  
27

1 Entities that are accessible via electronic means such as online access to financial  
2 accounts and access to electronic documents held onsite or by Electronic Data Hosts, by  
3 changing usernames, passwords or other log-in credentials; take possession of all  
4 electronic Documents of the Receivership Entities stored onsite or remotely; take  
5 whatever steps necessary to preserve all such Documents; and obtain the assistance of the  
6 FTC's Digital Forensic Unit for the purpose of obtaining electronic documents stored  
7 onsite or remotely.  
8

9 E. Choose, engage, and employ attorneys, accountants, appraisers, and other independent  
10 contractors and technical specialists, as the Receiver deems advisable or necessary in the  
11 performance of duties and responsibilities under the authority granted by this Order;

12 F. Make payments and disbursements from the receivership estate that are necessary or  
13 advisable for carrying out the directions of, or exercising the authority granted by, this  
14 Order, and to incur, or authorize the making of, such agreements as may be necessary and  
15 advisable in discharging his or her duties as Receiver. The Receiver shall apply to the  
16 Court for prior approval of any payment of any debt or obligation incurred by the  
17 Receivership Entities prior to the date of entry of this Order, except payments that the  
18 Receiver deems necessary or advisable to secure Assets of the Receivership Entities, such  
19 as rental payments;  
20

21 G. Take all steps necessary to secure and take exclusive custody of each location from which  
22 the Receivership Entities operate their businesses. Such steps may include, but are not  
23 limited to, any of the following, as the Receiver deems necessary or advisable: (1)  
24 securing the location by changing the locks and alarm codes and disconnecting any  
25 internet access or other means of access to the computers, servers, internal networks, or  
26  
27

1 other records maintained at that location; and (2) requiring any persons present at the  
2 location to leave the premises, to provide the Receiver with proof of identification, and/or  
3 to demonstrate to the satisfaction of the Receiver that such persons are not removing from  
4 the premises Documents or Assets of the Receivership Entities. Law enforcement  
5 personnel, including, but not limited to, police or sheriffs, may assist the Receiver in  
6 implementing these provisions in order to keep the peace and maintain security. If  
7 requested by the Receiver, the United States Marshal will provide appropriate and  
8 necessary assistance to the Receiver to implement this Order and is authorized to use any  
9 necessary and reasonable force to do so;  
10

11 H. Take all steps necessary to prevent the modification, destruction, or erasure of any web  
12 page or website registered to and operated, in whole or in part, by any Defendants, and to  
13 provide access to all such web page or websites to FTC representatives, agents, and  
14 assistants, as well as Defendants and their representatives;  
15

16 I. Enter into and cancel contracts and purchase insurance as advisable or necessary;

17 J. Prevent the inequitable distribution of Assets and determine, adjust, and protect the  
18 interests of consumers who have transacted business with the Receivership Entities;

19 K. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise  
20 become party to any legal action in state, federal or foreign courts or arbitration  
21 proceedings as the Receiver deems necessary and advisable to preserve or recover the  
22 Assets of the Receivership Entities, or to carry out the Receiver's mandate under this  
23 Order, including but not limited to, actions challenging fraudulent or voidable transfers;  
24  
25  
26  
27



- 1 L. Issue subpoenas to obtain Documents and records pertaining to the Receivership, and  
2 conduct discovery in this action on behalf of the receivership estate, in addition to  
3 obtaining other discovery as set forth in this Order;
- 4 M. Open one or more bank accounts at designated depositories for funds of the Receivership  
5 Entities. The Receiver shall deposit all funds of the Receivership Entities in such  
6 designated accounts and shall make all payments and disbursements from the  
7 receivership estate from such accounts. The Receiver shall serve copies of monthly  
8 account statements on all parties;
- 9 N. Maintain accurate records of all receipts and expenditures incurred as Receiver;
- 10 O. Allow the FTC's representatives, agents, and assistants, as well as Defendants'  
11 representatives and Defendants themselves, reasonable access to the premises of the  
12 Receivership Entities, or any other premises where the Receivership Entities conduct  
13 business. The purpose of this access shall be to inspect and copy any and all books,  
14 records, Documents, accounts, and other property owned by, or in the possession of, the  
15 Receivership Entities or their agents. The Receiver shall have the discretion to determine  
16 the time, manner, and reasonable conditions of such access;
- 17 P. Allow the FTC's representatives, agents, and assistants, as well as Defendants and their  
18 representatives reasonable access to all Documents in the possession, custody, or control  
19 of the Receivership Entities;
- 20 Q. Cooperate with reasonable requests for information or assistance from any state or federal  
21 civil or criminal law enforcement agency;
- 22 R. Continue and conduct the business of the Receivership Entities in such manner, to such  
23 extent, and for such duration as the Receiver may in good faith deem to be necessary or  
24  
25  
26  
27

1 appropriate to operate the business profitably and lawfully, if at all; *provided, however*,  
2 that the continuation and conduct of the business shall be conditioned upon the  
3 Receiver's good faith determination that the businesses can be lawfully operated at a  
4 profit using the assets of the receivership estate; *provided, further*, that if the Receiver  
5 makes the good faith determination that the business of the Receivership Entities cannot  
6 be lawfully operated at a profit, the Receiver is directed and authorized to wind up the  
7 business affairs of the Receivership Entities, including, where appropriate, liquidating all  
8 assets. The Receiver may take any necessary measures to preserve the assets of the  
9 receivership estate, including the sale of property and the termination of contracts,  
10 including but not limited to leases of business premises;

11  
12 S. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly notify the  
13 entity as well as the parties, and inform the entity that it can challenge the Receiver's  
14 determination by filing a motion with the Court. Provided, however, that the Receiver  
15 may delay providing such notice until the Receiver has established control of the  
16 nonparty entity and its assets and records, if the Receiver determines that notice to the  
17 entity or the parties before the Receiver establishes control over the entity may result in  
18 the destruction of records, dissipation of assets, or any other obstruction of the Receiver's  
19 control of the entity; and  
20

21 T. If in the Receiver's judgment the business operations cannot be continued legally and  
22 profitably, take all steps necessary to ensure that any of the Receivership Entities' web  
23 pages or websites relating to the activities alleged in the Complaint cannot be accessed by  
24 the public, or are modified for consumer education and/or informational purposes, and  
25 take all steps necessary to ensure that any telephone numbers associated with the  
26  
27

Receivership Entities cannot be accessed by the public, or are answered solely to provide consumer education or information regarding the status of operations.

**TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

XV. **IT IS FURTHER ORDERED** that Defendants and any other person, with possession, custody or control of property of, or records relating to, the Receivership Entities shall, upon notice of this Order by personal service or otherwise, fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the Assets and Documents of the Receivership Entities and immediately transfer or deliver to the Receiver possession, custody, and control of, the following:

- A. All Assets held by or for the benefit of the Receivership Entities;
- B. All Documents of or pertaining to the Receivership Entities;
- C. All computers, electronic devices, mobile devices and machines used to conduct the business of the Receivership Entities;
- D. All Assets and Documents belonging to other persons or entities whose interests are under the direction, possession, custody, or control of the Receivership Entities; and
- E. All keys, codes, user names and passwords necessary to gain or to secure access to any Assets or Documents of or pertaining to the Receivership Entities, including access to their business premises, means of communication, accounts, computer systems (onsite and remote), Electronic Data Hosts, or other property.
- F. In the event that any person or entity fails to deliver or transfer any Asset or Document, or otherwise fails to comply with any provision of this Section, the Receiver may file an Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a contempt citation.

**PROVISION OF INFORMATION TO RECEIVER**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**XVI. IT IS FURTHER ORDERED** that Defendants shall immediately provide to the Receiver:

- A. A list of all Assets and accounts of the Receivership Entities that are held in any name other than the name of a Receivership Entity, or by any person or entity other than a Receivership Entity;
- B. A list of all agents, employees, officers, attorneys, servants and those persons in active concert and participation with the Receivership Entities, or who have been associated or done business with the Receivership Entities; and
- C. A description of any documents covered by attorney-client privilege or attorney work product, including files where such documents are likely to be located, authors or recipients of such documents, and search terms likely to identify such electronic documents.

**COOPERATION WITH THE RECEIVER**

**XVII. IT IS FURTHER ORDERED** that Defendants; Receivership Entities; Defendants’ or Receivership Entities’ officers, agents, employees, and attorneys, all other persons in active concert or participation with any of them, and any other person with possession, custody, or control of property of or records relating to the Receivership Entities who receive actual notice of this Order shall fully cooperate with and assist the Receiver. This cooperation and assistance shall include, but is not limited to, providing information to the Receiver that the Receiver deems necessary to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any keys, codes, user names and passwords required to access any computers, electronic devices, mobile devices, and machines (onsite or remotely) and any cloud account (including specific method to access account) or electronic file in any

1 medium; advising all persons who owe money to any Receivership Entity that all debts  
2 should be paid directly to the Receiver; and transferring funds at the Receiver's direction and  
3 producing records related to the Assets and sales of the Receivership Entities.

4 **NON-INTERFERENCE WITH THE RECEIVER**

5  
6 **XVIII.**

**IT IS FURTHER ORDERED** that Defendants; Receivership Entities; Defendants' or  
7 Receivership Entities' officers, agents, employees, attorneys, and all other persons in active  
8 concert or participation with any of them, who receive actual notice of this Order, and any  
9 other person served with a copy of this Order, are hereby restrained and enjoined from  
10 directly or indirectly:

- 11 A. Interfering with the Receiver's efforts to manage, or take custody, control, or possession  
12 of, the Assets or Documents subject to the receivership;  
13 B. Transacting any of the business of the Receivership Entities;  
14 C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating,  
15 or otherwise disposing of any Assets owned, controlled, or in the possession or custody  
16 of, or in which an interest is held or claimed by, the Receivership Entities; or  
17 D. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the  
18 exercise of their duties or authority under any order of this Court.  
19

20 **STAY OF ACTIONS**

21  
22 **XIX.**

**IT IS FURTHER ORDERED** that, except by leave of this Court, during the pendency of  
23 the receivership ordered herein, Defendants, Defendants' officers, agents, employees,  
24 attorneys, and all other persons in active concert or participation with any of them, who  
25 receive actual notice of this Order, and their corporations, subsidiaries, divisions, or  
26 affiliates, and all investors, creditors, stockholders, lessors, customers and other persons  
27

1 seeking to establish or enforce any claim, right, or interest against or on behalf of  
2 Defendants, and all others acting for or on behalf of such persons, are hereby enjoined from  
3 taking action that would interfere with the exclusive jurisdiction of this Court over the Assets  
4 or Documents of the Receivership Entities, including, but not limited to:

- 5 A. Filing or assisting in the filing of a petition for relief under the Bankruptcy Code, 11  
6 U.S.C. § 101 *et seq.*, or of any similar insolvency proceeding on behalf of the  
7 Receivership Entities;  
8  
9 B. Commencing, prosecuting, or continuing a judicial, administrative, or other action or  
10 proceeding against the Receivership Entities, including the issuance or employment of  
11 process against the Receivership Entities, except that such actions may be commenced if  
12 necessary to toll any applicable statute of limitations;  
13  
14 C. Filing or enforcing any lien on any asset of the Receivership Entities, taking or  
15 attempting to take possession, custody, or control of any Asset of the Receivership  
16 Entities; or attempting to foreclose, forfeit, alter, or terminate any interest in any Asset of  
17 the Receivership Entities, whether such acts are part of a judicial proceeding, are acts of  
18 self-help, or otherwise;  
19  
20 D. Provided, however, that this Order does not stay: (1) the commencement or continuation  
21 of a criminal action or proceeding; (2) the commencement or continuation of an action or  
22 proceeding by a governmental unit to enforce such governmental unit's police or  
23 regulatory power; or (3) the enforcement of a judgment, other than a money judgment,  
24 obtained in an action or proceeding by a governmental unit to enforce such governmental  
25 unit's police or regulatory power.  
26  
27

## COMPENSATION OF RECEIVER

1

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

12

## RECEIVER'S BOND

13

14 **XXI. IT IS FURTHER ORDERED** that the bond in the amount of \$10,000 previously filed by  
 15 the Receiver shall remain in effect, conditioned that the Receiver will well and truly perform  
 16 the duties of the office and abide by and perform all acts the Court directs..

17

## RECEIVER'S REPORTS

18

19 **XXII. IT IS FURTHER ORDERED** that the Receiver shall report periodically to this Court,  
 20 regarding (1) the steps taken by the Receiver to implement the terms of this Order; (2) the  
 21 value of all liquidated and unliquidated assets of the Receivership Entities; (3) the sum of all  
 22 liabilities of the Receivership Entities; (4) the steps the Receiver intends to take in the future  
 23 to (a) prevent any diminution in the value of assets of the Receivership Entities, (b) pursue  
 24 receivership assets from third parties, and (c) adjust the liabilities of the Receivership  
 25 Entities, if appropriate; (5) whether the business of the Receivership Entities can be operated  
 26 lawfully and profitably; and (6) any other matters that the Receiver believes should be

27

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

#### **DISTRIBUTION OF ORDER BY DEFENDANTS**

**XXIII. IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this Order to each affiliate, telemarketer, marketer, sales entity, successor, assign, member, officer, director, employee, agent, independent contractor, client, attorney, spouse, subsidiary, division, and representative of any Defendant, and shall, within ten (10) days from the date of entry of this Order, and provide the FTC and the Receiver with a sworn statement that this provision of the Order has been satisfied, which statement shall include the names, physical addresses, phone number, and email addresses of each such person or entity who received a copy of the Order. Furthermore, Defendants shall not take any action that would encourage officers, agents, members, directors, employees, salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or other persons or entities in active concert or participation with them to disregard this Order or believe that they are not bound by its provisions.

#### **SERVICE OF THIS ORDER**

**XXIV. IT IS FURTHER ORDERED** that copies of this Order may be served by any means, including facsimile transmission, electronic mail or other electronic messaging, personal or overnight delivery, U.S. Mail or FedEx, by agents and employees of the FTC, by any law enforcement agency, or by private process server, upon any Defendant or any Person (including any financial institution) that may have possession, custody or control of any



1 Asset or Document of any Defendant, or that may be subject to any provision of this Order  
2 pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this  
3 Section, service upon any branch, subsidiary, affiliate or office of any entity shall effect  
4 service upon the entire entity.

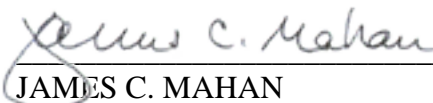
5  
6 **CORRESPONDENCE AND SERVICE ON THE FTC**

7 **XXV. IT IS FURTHER ORDERED** that, for the purpose of this Order, all correspondence and  
8 service of pleadings on the FTC shall be addressed to: Adam M. Wesolowski and Gregory A.  
9 Ashe, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20850.  
10 Telephone: 202-326-3068 (Wesolowski); Telephone: 202-326-3719 (Ashe); Facsimile: 202-  
11 326-3768; Email: [awesolowski@ftc.gov](mailto:awesolowski@ftc.gov); [gashe@ftc.gov](mailto:gashe@ftc.gov).

12 **RETENTION OF JURISDICTION**

13 **XXVI. IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all  
14 purposes.  
15

16 **IT IS SO ORDERED.**

17  
18   
19 JAMES C. MAHAN  
UNITED STATES DISTRICT JUDGE

20 Dated: February 20, 2018  
21  
22  
23  
24  
25  
26  
27