

UNDER SEAL

1 ALDEN F. ABBOTT
General Counsel
2 STEPHEN T. FAIRCHILD
WA Bar No. 41214; sfairchild@ftc.gov
3 RICHARD MCKEWEN
4 WA Bar No. 45041; rmckewen@ftc.gov
5 FEDERAL TRADE COMMISSION
915 Second Avenue, Suite 2896
6 Seattle, WA 98174
7 Tel.: (206) 220-6350; Fax: (206) 220-6366



8 ROBERT J. QUIGLEY, Local Counsel
9 CA Bar No. 302879; rquigley@ftc.gov
10 FEDERAL TRADE COMMISSION
10990 Wilshire Boulevard, Suite 400
11 Los Angeles, CA 90024
12 Tel.: (310) 824-4300; Fax: (310) 824-4380

13 Attorneys for Plaintiff

14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 AMERICAN FINANCIAL SUPPORT
21 SERVICES INC., et al.,

22 Defendants.
23
24
25
26
27
28

Civ. No. SACV 19-02109JVS(ADSx)

**EX PARTE TEMPORARY
RESTRAINING ORDER WITH
ASSET FREEZE, APPOINTMENT
OF A TEMPORARY RECEIVER,
AND OTHER EQUITABLE
RELIEF, AND ORDER TO SHOW
CAUSE WHY A PRELIMINARY
INJUNCTION SHOULD NOT
ISSUE**

FILED UNDER SEAL

1 Plaintiff, the Federal Trade Commission, has filed its Complaint for
2 Permanent Injunction and Other Equitable Relief pursuant to Sections 13(b) and 19
3 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b), 57b, and
4 the Telemarketing and Consumer Fraud and Abuse Prevention Act
5 (“Telemarketing Act”), 15 U.S.C. §§ 6101–6108, and has moved, pursuant to Fed.
6 R. Civ. P. 65(b), for a temporary restraining order, asset freeze, other equitable
7 relief, and an order to show cause why a preliminary injunction should not issue
8 against Defendants.

9 **FINDINGS OF FACT**

10 The Court, having considered the Complaint, the *ex parte* Application for a
11 Temporary Restraining Order, declarations, exhibits, and the Memorandum of
12 Points and Authorities filed in support thereof, and being otherwise advised, finds
13 that:

- 14 A. This Court has jurisdiction over the subject matter of this case, and there
15 is good cause to believe that it will have jurisdiction over all parties
16 hereto and that venue in this district is proper.
- 17 B. In numerous instances, Defendants misrepresent the nature of the student
18 loan debt relief services they offer, including that they are affiliated or
19 work directly with the U.S. Department of Education or its authorized
20 loan servicers; that consumers who purchase Defendants’ services will
21 have their monthly student loan payments reduced to a lower, specific
22 amount or have their loan balances forgiven in whole or in part; that most
23 or all of consumers’ monthly payments to Defendants will be applied
24 toward consumers’ student loans; and that Defendants will assume
25 responsibility for servicing consumers’ student loans. In addition,
26 Defendants charge or attempt to charge unlawful upfront fees for their
27 services.
28

1 C. There is good cause to believe that Defendants have engaged in and are
2 likely to engage in acts or practices that violate Section 5(a) of the FTC
3 Act, 15 U.S.C. § 45(a), and the FTC’s Telemarketing Sales Rule
4 (“TSR”), 16 C.F.R. pt. 310, and that Plaintiff is therefore likely to prevail
5 on the merits of this action. As demonstrated by the consumer
6 declarations, consumer complaints, and the additional documentation
7 filed by the FTC, the FTC has established a likelihood of success in
8 showing that Defendants have made deceptive representations in the
9 marketing and sale of student loan debt relief services and collected
10 unlawful advance fees from consumers.

11 D. There is good cause to believe that immediate and irreparable harm will
12 result from Defendants’ ongoing violations of the FTC Act and the TSR
13 unless Defendants are restrained and enjoined by order of this Court.

14 E. There is good cause to believe that immediate and irreparable damage to
15 the Court’s ability to grant effective final relief for consumers – including
16 monetary restitution, rescission, disgorgement or refunds – will occur
17 from the sale, transfer, destruction or other disposition or concealment by
18 Defendants of their assets or records, unless Defendants are immediately
19 restrained and enjoined by order of this Court; and that, in accordance
20 with Fed. R. Civ. P. 65(b) and Local Rule 7-19.2, the interests of justice
21 require that this Order be granted without prior notice to Defendants.
22 Thus, there is good cause for relieving Plaintiff of the duty to provide
23 Defendants with prior notice of its *ex parte* application for temporary
24 restraining order, and the notice requirement of Local Rule 7-19.1 is
25 hereby waived.

26 F. Good cause exists for appointing a temporary receiver over the
27 Receivership Entities, freezing Defendants’ assets, permitting the
28 Receiver and the Plaintiff immediate access to the Defendants’ business

1 premises, and permitting the Receiver and the Plaintiff to take expedited
2 discovery.

3 G. Weighing the equities and considering Plaintiff’s likelihood of ultimate
4 success on the merits, a temporary restraining order with an asset freeze,
5 the appointment of a temporary receiver, immediate access to business
6 premises, expedited discovery, and other equitable relief is in the public
7 interest.

8 H. This Court has authority to issue this Order pursuant to Sections 13(b)
9 and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b; Federal Rule of Civil
10 Procedure 65; and the All Writs Act, 28 U.S.C. § 1651.

11 I. No security is required of any agency of the United States for issuance of
12 a temporary restraining order. Fed. R. Civ. P. 65(c).

13 **DEFINITIONS**

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

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

17 B. “**Corporate Defendants**” means:

- 18 • American Financial Support Services Inc.;
- 19 • Arete Financial Group, also d/b/a Arete Financial Freedom;
- 20 • Arete Financial Group LLC;
- 21 • CBC Conglomerate LLC, also d/b/a 1file.org;
- 22 • Diamond Choice Inc., also d/b/a Interest Rate Solutions;
- 23 • J&L Enterprise LLC, also d/ba Premier Solutions Servicing;
- 24 • La Casa Bonita Investments, Inc., f/k/a La Casa Bonita Investments LLC,
25 also d/b/a Education Loan Network, also d/b/a Edunet;
- 26 • US Financial Freedom Center, Inc.;

27 and each of their subsidiaries, affiliates, successors, and assigns.
28

1 C. **“Debt Relief Service”** means any program or service represented,
2 directly or by implication, to renegotiate, settle, or in any way alter the terms of
3 payment or other terms of the debt between a person and one or more unsecured
4 creditors or debt collectors, including, but not limited to, a reduction in the balance,
5 interest rate, or fees owed by a person to an unsecured creditor or debt collector.

6 D. **“Defendant(s)”** means Corporate Defendants, Individual Defendants,
7 and Relief Defendant, individually, collectively, or in any combination.

8 E. **“Document”** is synonymous in meaning and equal in scope to the
9 usage of “document” and “electronically stored information” in Federal Rule of
10 Civil Procedure 34(a), and includes writings, drawings, graphs, charts,
11 photographs, sound and video recordings, images, Internet sites, web pages,
12 websites, electronic correspondence, including e-mail and instant messages,
13 contracts, accounting data, advertisements, FTP Logs, Server Access Logs, books,
14 written or printed records, handwritten notes, telephone logs, telephone scripts,
15 receipt books, ledgers, personal and business canceled checks and check registers,
16 bank statements, appointment books, computer records, customer or sales
17 databases and any other electronically stored information, including Documents
18 located on remote servers or cloud computing systems, and other data or data
19 compilations from which information can be obtained directly or, if necessary,
20 after translation into a reasonably usable form. A draft or non-identical copy is a
21 separate document within the meaning of the term.

22 F. **“ED”** means the United States Department of Education.

23 G. **“Electronic Data Host”** means any person or entity in the business of
24 storing, hosting, or otherwise maintaining electronically stored information. This
25 includes, but is not limited to, any entity hosting a website or server, and any entity
26 providing “cloud based” electronic storage.

27 H. **“Financial Institution”** means any bank, savings and loan institution,
28 credit union, or any financial depository of any kind, including, but not limited to,

1 any brokerage house, trustee, broker-dealer, escrow agent, title company,
2 commodity trading company, or precious metal dealer.

3 I. **“Individual Defendant(s)”** means Carey G. Howe, Anna C. Howe,
4 Shunmin “Mike” Hsu, Ruddy Palacios a/k/a Ruddy Barahona, Oliver Pomazi, and
5 Jay Singh, individually, collectively, or in any combination.

6 J. **“Receiver”** means the temporary receiver appointed in Section XI of
7 this Order and any deputy receivers that shall be named by the temporary receiver.

8 K. **“Receivership Entities”** means (1) the Corporate Defendants and (2)
9 any other entity that has conducted any business related to Defendants’ marketing
10 and sale of Debt Relief Services, including receipt of Assets derived from any
11 activity that is the subject of the Complaint in this matter, and that the Receiver
12 determines is controlled or owned by any Defendant.

13 L. **“Relief Defendant”** means MJ Wealth Solutions, LLC.

14 **ORDER**

15 **I. PROHIBITED BUSINESS ACTIVITIES**

16 **IT IS THEREFORE ORDERED** that Defendants, Defendants’ officers,
17 agents, employees, and attorneys, and all other persons in active concert or
18 participation with them, who receive actual notice of this Order by personal service
19 or otherwise, whether acting directly or indirectly, in connection with the
20 advertising, marketing, promoting, or offering for sale of any goods or services, are
21 temporarily restrained and enjoined from:

22 A. misrepresenting or assisting others in misrepresenting, expressly or by
23 implication, any material fact, including, but not limited to:

- 24 1. consumers who purchase Defendants’ Debt Relief Services will
25 have their monthly student loan payments reduced to a lower,
26 specific amount or have their loan balances forgiven in whole
27 or in part;

2. most or all of consumers' monthly payments to Defendants will be applied toward consumers' student loans;
3. Defendants will assume responsibility for servicing consumers' student loans;
4. Defendants are affiliated or work directly with ED or one of ED's authorized loan servicers;
5. any other fact material to consumers concerning any good 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;

and,

- B. requesting or receiving payment of a fee or consideration for Debt Relief Services before (a) Defendants have renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer; and (b) the customer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor.

II. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION

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 temporarily 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

1 financial or identifying information of any person that any Defendant
2 obtained in connection with any activity that pertains to the subject
3 matter of this Order; and

- 4 B. benefitting from or using the name, address, birth date, telephone
5 number, email address, credit card number, bank account number,
6 Social Security number, or other financial or identifying information
7 of any person that any Defendant obtained in connection with any
8 activity that pertains to the subject matter of this Order.

9 *Provided, however,* that Defendants may disclose such identifying
10 information to a law enforcement agency, to their attorneys as required for their
11 defense, as required by any law, regulation, or court order, or in any filings,
12 pleadings or discovery in this action in the manner required by the Federal Rules of
13 Civil Procedure and by any protective order in the case.

14 III. ASSET FREEZE

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

- 19 A. transferring, liquidating, converting, encumbering, pledging, loaning,
20 selling, concealing, dissipating, disbursing, assigning, relinquishing,
21 spending, withdrawing, granting a lien or security interest or other
22 interest in, or otherwise disposing of any Assets that are:
- 23 1. owned or controlled, directly or indirectly, by any Defendant;
 - 24 2. held, in part or in whole, for the benefit of any Defendant;
 - 25 3. in the actual or constructive possession of any Defendant; or
 - 26 4. owned or controlled by, in the actual or constructive possession
27 of, or otherwise held for the benefit of, any corporation,
28

1 partnership, asset protection trust, or other entity that is directly
2 or indirectly owned, managed or controlled by any Defendant;

3 B. opening or causing to be opened any safe deposit boxes, commercial
4 mail boxes, or storage facilities titled in the name of any Defendant or
5 subject to access by any Defendant, except as necessary to comply
6 with written requests from the Receiver acting pursuant to its
7 authority under this Order;

8 C. incurring charges or cash advances on any credit, debit, or ATM card
9 issued in the name, individually or jointly, of any Corporate
10 Defendant or any corporation, partnership, or other entity directly or
11 indirectly owned, managed, or controlled by any Defendant or of
12 which any Defendant is an officer, director, member, or manager.
13 This includes any corporate bank card or corporate credit card account
14 for which any Defendant is, or was on the date that this Order was
15 signed, an authorized signor; or

16 D. cashing any checks or depositing any money orders or cash received
17 from consumers, clients, or customers of any Defendant.

18 The Assets affected by this Section shall include: (1) all Assets of
19 Defendants as of the time this Order is entered; and (2) Assets obtained by
20 Defendants after this Order is entered if those Assets are derived from any activity
21 that is the subject of the Complaint in this matter or that is prohibited by this Order.
22 This Section does not prohibit any transfers to the Receiver or repatriation of
23 foreign Assets specifically required by this Order.

24 **IV. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

25 **IT IS FURTHER ORDERED** that any Financial Institution, Electronic
26 Data Host, credit card processor, payment processor, merchant bank, acquiring
27 bank, independent sales organization, third party processor, payment gateway,
28 insurance company, business entity, or person who receives actual notice of this

1 Order (by personal service or otherwise) that:

2 (a) has held, controlled, or maintained custody, through an account or
3 otherwise, of any Document on behalf of any Defendant or any Asset that has
4 been: owned or controlled, directly or indirectly, by any Defendant; held, in part
5 or in whole, for the benefit of any Defendant; in the actual or constructive
6 possession of any Defendant; or owned or controlled by, in the actual or
7 constructive possession of, or otherwise held for the benefit of, any corporation,
8 partnership, asset protection trust, or other entity that is directly or indirectly
9 owned, managed or controlled by any Defendant;

10 (b) has held, controlled, or maintained custody, through an account or
11 otherwise, of any Document or Asset associated with credits, debits, or charges
12 made on behalf of any Defendant, including reserve funds held by payment
13 processors, credit card processors, merchant banks, acquiring banks, independent
14 sales organizations, third party processors, payment gateways, insurance
15 companies, or other entities; or

16 (c) has extended credit to any Defendant, including through a credit card
17 account, shall:

18 A. hold, preserve, and retain within its control and prohibit the
19 withdrawal, removal, alteration, assignment, transfer, pledge,
20 encumbrance, disbursement, dissipation, relinquishment, conversion,
21 sale, or other disposal of any such Document or Asset, as well as all
22 Documents or other property related to such Assets, except by further
23 order of this Court; provided, however, that this provision does not
24 prohibit an Individual Defendant from incurring charges on a personal
25 credit card established prior to entry of this Order, up to the pre-
26 existing credit limit;

27 B. deny any person, except the Receiver, access to any safe deposit box,
28 commercial mail box, or storage facility that is titled in the name of

1 any Defendant, either individually or jointly, or otherwise subject to
2 access by any Defendant;

3 C. provide Plaintiff's counsel and the Receiver, within three (3) days of
4 receiving a copy of this Order, a sworn statement setting forth, for
5 each Asset or account covered by this Section:

6 1. the identification number of each such account or Asset;

7 2. the balance of each such account, or a description of the nature
8 and value of each such Asset as of the close of business on the
9 day on which this Order is served, and, if the account or other
10 Asset has been closed or removed, the date closed or removed,
11 the total funds removed in order to close the account, and the
12 name of the person or entity to whom such account or other
13 Asset was remitted; and

14 3. the identification of any safe deposit box, commercial mail box,
15 or storage facility that is either titled in the name, individually
16 or jointly, of any Defendant, or is otherwise subject to access by
17 any Defendant;

18 and,

19 D. upon the request of Plaintiff's counsel or the Receiver, promptly
20 provide Plaintiff's counsel and the Receiver with copies of all records
21 or other Documents pertaining to each account covered by this
22 Section or Asset, including originals or copies of account applications,
23 account statements, signature cards, checks, drafts, deposit tickets,
24 transfers to and from the accounts, including wire transfers and wire
25 transfer instructions, all other debit and credit instruments or slips,
26 currency transaction reports, 1099 forms, and all logs and records
27
28

1 pertaining to safe deposit boxes, commercial mail boxes, and storage
2 facilities.

3 *Provided, however,* that this Section does not prohibit any transfers to the
4 Receiver or repatriation of foreign Assets specifically required by this Order.

5 **V. FINANCIAL DISCLOSURES**

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

- 9 A. completed financial statements on the forms attached to this Order as
10 **Attachment A** (Financial Statement of Individual Defendant) for each
11 Individual Defendant, and **Attachment B** (Financial Statement of
12 Corporate Defendant) for each Corporate Defendant; and
13 B. completed **Attachment C** (IRS Form 4506, Request for Copy of a
14 Tax Return) for each Individual and Corporate Defendant.

15 **VI. FOREIGN ASSET REPATRIATION**

16 **IT IS FURTHER ORDERED** that within five (5) days following the
17 service of this Order, each Defendant shall:

- 18 A. provide Plaintiff’s counsel and the Receiver with a full accounting,
19 verified under oath and accurate as of the date of this Order, of all
20 Assets, Documents, and accounts outside of the United States which
21 are: (1) titled in the name, individually or jointly, of any Defendant;
22 (2) held by any person or entity for the benefit of any Defendant or for
23 the benefit of, any corporation, partnership, asset protection trust, or
24 other entity that is directly or indirectly owned, managed or controlled
25 by any Defendant; or (3) under the direct or indirect control, whether
26 jointly or singly, of any Defendant;
27 B. take all steps necessary to provide Plaintiff’s counsel and Receiver
28 access to all Documents and records that may be held by third parties

1 located outside of the territorial United States of America, including
2 signing the Consent to Release of Financial Records appended to this
3 Order as **Attachment D**;

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

12 D. the same business day as any repatriation, (1) notify the Receiver and
13 counsel for Plaintiff of the name and location of the Financial
14 Institution or other entity that is the recipient of such Documents or
15 Assets; and (2) serve this Order on any such Financial Institution or
16 other entity.

17 **VII. NON-INTERFERENCE WITH REPATRIATION**

18 **IT IS FURTHER ORDERED** that Defendants, Defendants’ officers,
19 agents, employees, and attorneys, and all other persons in active concert or
20 participation with any of them, who receive actual notice of this Order, whether
21 acting directly or indirectly, are hereby temporarily restrained and enjoined from
22 taking any action, directly or indirectly, which may result in the encumbrance or
23 dissipation of foreign Assets, or in the hindrance of the repatriation required by this
24 Order, including, but not limited to:

25 A. sending any communication or engaging in any other act, directly or
26 indirectly, that results in a determination by a foreign trustee or other
27 entity that a “duress” event has occurred under the terms of a foreign
28

1 trust agreement until such time that all Defendants' Assets have been
2 fully repatriated pursuant to this Order; or

- 3 B. notifying any trustee, protector or other agent of any foreign trust or
4 other related entities of either the existence of this Order, or of the fact
5 that repatriation is required pursuant to a court order, until such time
6 that all Defendants' Assets have been fully repatriated pursuant to this
7 Order.

8 VIII. CONSUMER CREDIT REPORTS

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

14 IX. PRESERVATION OF RECORDS

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

- 19 A. destroying, erasing, falsifying, writing over, mutilating, concealing,
20 altering, transferring, spoliating, or otherwise disposing of, in any
21 manner, directly or indirectly, Documents that relate to: (1) the
22 business, business practices, Assets, or business or personal finances
23 of any Defendant; (2) the business practices or finances of entities
24 directly or indirectly under the control of any Defendant; or (3) the
25 business practices or finances of entities directly or indirectly under
26 common control with any other Defendant; and
27
28

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

4 **X. REPORT OF NEW BUSINESS ACTIVITY**

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

17 **XI. TEMPORARY RECEIVER**

18 **IT IS FURTHER ORDERED** that Thomas W. McNamara, Esq. is
19 appointed as temporary receiver of the Receivership Entities with full powers of an
20 equity receiver. The Receiver shall be solely the agent of this Court in acting as
21 Receiver under this Order.

22 **XII. DUTIES AND AUTHORITY OF RECEIVER**

23 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized
24 to accomplish the following:

25 A. assume full control of Receivership Entities by removing, as the
26 Receiver deems necessary or advisable, any director, officer,
27 independent contractor, employee, attorney, or agent of any
28

- 1 Receivership Entity from control of, management of, or participation
2 in, the affairs of the Receivership Entity;
- 3 B. take exclusive custody, control, and possession of all Assets and
4 Documents of, or in the possession, custody, or under the control of,
5 any Receivership Entity, wherever situated;
- 6 C. take exclusive custody, control, and possession of all Documents or
7 Assets associated with credits, debits, or charges made on behalf of
8 any Receivership Entity, wherever situated, including reserve funds
9 held by payment processors, credit card processors, merchant banks,
10 acquiring banks, independent sales organizations, third party
11 processors, payment gateways, insurance companies, or other entities;
- 12 D. conserve, hold, manage, and prevent the loss of all Assets of the
13 Receivership Entities, and perform all acts necessary or advisable to
14 preserve the value of those Assets. The Receiver shall assume control
15 over the income and profits therefrom and all sums of money now or
16 hereafter due or owing to the Receivership Entities. The Receiver
17 shall have full power to sue for, collect, and receive, all Assets of the
18 Receivership Entities and of other persons or entities whose interests
19 are now under the direction, possession, custody, or control of, the
20 Receivership Entities. *Provided, however,* that the Receiver shall not
21 attempt to collect any amount from a consumer if the Receiver
22 believes the consumer's debt to the Receivership Entities has resulted
23 from the deceptive acts or practices or other violations of law alleged
24 in the Complaint in this matter, without prior Court approval;
- 25 E. obtain, conserve, hold, manage, and prevent the loss of all Documents
26 of the Receivership Entities, and perform all acts necessary or
27 advisable to preserve such Documents. The Receiver shall: divert
28 mail; preserve all Documents of the Receivership Entities that are

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

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

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

23 H. take all steps necessary to secure and take exclusive custody of each
24 location from which the Receivership Entities operate their
25 businesses, including but not limited to:

- 26 • 1261 East Dyer Road, Suites 100 & 250, Santa Ana, CA 92705;
- 27 • 5772 Bolsa Avenue, Suite 220, Huntington Beach, CA 92649;
- 28 • 18001 Sky Park Circle, Suites L–M, Irvine, CA 92614; and

1 • 500 Ygnacio Valley Road, Suite 430, Walnut Creek, CA 94596.
2 Such steps may include, but are not limited to, any of the following, as
3 the Receiver deems necessary or advisable: (1) securing the location
4 by changing the locks and alarm codes and disconnecting any internet
5 access or other means of access to the computers, servers, internal
6 networks, or other records maintained at that location; and (2)
7 requiring any persons present at the location to leave the premises, to
8 provide the Receiver with proof of identification, and/or to
9 demonstrate to the satisfaction of the Receiver that such persons are
10 not removing from the premises Documents or Assets of the
11 Receivership Entities. Law enforcement personnel, including, but not
12 limited to, police or sheriffs, may assist the Receiver in implementing
13 these provisions in order to keep the peace and maintain security. If
14 requested by the Receiver, the United States Marshal will provide
15 appropriate and necessary assistance to the Receiver to implement this
16 Order and is authorized to use any necessary and reasonable force to
17 do so;

18 I. take all steps necessary to prevent the modification, destruction, or
19 erasure of any web page or website registered to and operated, in
20 whole or in part, by any Defendants, and to provide access to all such
21 web page or websites to Plaintiff's representatives, agents, and
22 assistants, as well as Defendants and their representatives;

23 J. enter into and cancel contracts and purchase insurance as advisable or
24 necessary;

25 K. prevent the inequitable distribution of Assets and determine, adjust,
26 and protect the interests of consumers who have transacted business
27 with the Receivership Entities;
28

- 1 L. make an accounting, as soon as practicable, of the Assets and
2 financial condition of the receivership and file the accounting with the
3 Court and deliver copies thereof to all parties;
- 4 M. institute, compromise, adjust, appear in, intervene in, defend, dispose
5 of, or otherwise become party to any legal action in state, federal or
6 foreign courts or arbitration proceedings as the Receiver deems
7 necessary and advisable to preserve or recover the Assets of the
8 Receivership Entities, or to carry out the Receiver's mandate under
9 this Order, including but not limited to, actions challenging fraudulent
10 or voidable transfers;
- 11 N. issue subpoenas to obtain Documents and records pertaining to the
12 Receivership, and conduct discovery in this action on behalf of the
13 receivership estate, in addition to obtaining other discovery as set
14 forth in this Order;
- 15 O. open one or more bank accounts at designated depositories for funds
16 of the Receivership Entities. The Receiver shall deposit all funds of
17 the Receivership Entities in such designated accounts and shall make
18 all payments and disbursements from the receivership estate from
19 such accounts. The Receiver shall serve copies of monthly account
20 statements on all parties;
- 21 P. maintain accurate records of all receipts and expenditures incurred as
22 Receiver;
- 23 Q. allow the Plaintiffs' representatives, agents, and assistants, as well as
24 Defendants' representatives and Defendants themselves, reasonable
25 access to the premises of the Receivership Entities, or any other
26 premises where the Receivership Entities conduct business. The
27 purpose of this access shall be to inspect and copy any and all books,
28 records, Documents, accounts, and other property owned by, or in the

1 possession of, the Receivership Entities or their agents. The Receiver
2 shall have the discretion to determine the time, manner, and
3 reasonable conditions of such access;

4 R. allow the Plaintiffs' representatives, agents, and assistants, as well as
5 Defendants and their representatives, reasonable access to all
6 Documents in the possession, custody, or control of the Receivership
7 Entities;

8 S. cooperate with reasonable requests for information or assistance from
9 any state or federal civil or criminal law enforcement agency;

10 T. suspend business operations of the Receivership Entities if in the
11 judgment of the Receiver such operations cannot be continued legally
12 and profitably;

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

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

1 numbers associated with the Receivership Entities cannot be accessed
2 by the public, or are answered solely to provide consumer education
3 or information regarding the status of operations.

4 **XIII. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

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

- 12 A. all Assets held by or for the benefit of the Receivership Entities;
13 B. all Documents or Assets associated with credits, debits, or charges
14 made on behalf of any Receivership Entity, wherever situated,
15 including reserve funds held by payment processors, credit card
16 processors, merchant banks, acquiring banks, independent sales
17 organizations, third party processors, payment gateways, insurance
18 companies, or other entities;
19 C. all Documents of or pertaining to the Receivership Entities;
20 D. all computers, electronic devices, mobile devices and machines used
21 to conduct the business of the Receivership Entities;
22 E. all Assets and Documents belonging to other persons or entities whose
23 interests are under the direction, possession, custody, or control of the
24 Receivership Entities; and
25 F. all keys, codes, user names and passwords necessary to gain or to
26 secure access to any Assets or Documents of or pertaining to the
27 Receivership Entities, including access to their business premises,
28

1 means of communication, accounts, computer systems (onsite and
2 remote), Electronic Data Hosts, or other property.

3 In the event that any person or entity fails to deliver or transfer any Asset or
4 Document, or otherwise fails to comply with any provision of this Section, the
5 Receiver may file an Affidavit of Non-Compliance regarding the failure and a
6 motion seeking compliance or a contempt citation.

7 **XIV. PROVISION OF INFORMATION TO RECEIVER**

8 **IT IS FURTHER ORDERED** that Defendants shall immediately provide
9 to the Receiver:

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

21 **XV. COOPERATION WITH THE RECEIVER**

22 **IT IS FURTHER ORDERED** that Defendants; Receivership Entities;
23 Defendants' or Receivership Entities' officers, agents, employees, and attorneys;
24 all other persons in active concert or participation with any of them; and any other
25 person with possession, custody, or control of property of or records relating to the
26 Receivership entities who receive actual notice of this Order shall fully cooperate
27 with and assist the Receiver. This cooperation and assistance shall include, but is
28 not limited to, providing information to the Receiver that the Receiver deems

1 necessary to exercise the authority and discharge the responsibilities of the
2 Receiver under this Order; providing any keys, codes, user names and passwords
3 required to access any computers, electronic devices, mobile devices, and
4 machines (onsite or remotely) and any cloud account (including specific method to
5 access account) or electronic file in any medium; advising all persons who owe
6 money to any Receivership Entity that all debts should be paid directly to the
7 Receiver; and transferring funds at the Receiver's direction and producing records
8 related to the Assets and sales of the Receivership Entities.

9 **XVI. NON-INTERFERENCE WITH THE RECEIVER**

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

- 15 A. interfering with the Receiver's efforts to manage, or take custody,
16 control, or possession of, the Assets or Documents subject to the
17 receivership;
- 18 B. interfering with the Receiver's efforts to determine whether any
19 computers, electronic devices, mobile devices, and machines located
20 onsite at the time of the immediate access are Assets belonging to the
21 Receivership Entities;
- 22 C. transacting any of the business of the Receivership Entities;
- 23 D. transferring, receiving, altering, selling, encumbering, pledging,
24 assigning, liquidating, or otherwise disposing of any Assets owned,
25 controlled, or in the possession or custody of, or in which an interest
26 is held or claimed by, the Receivership Entities; or
27
28

1 D. refusing to cooperate with the Receiver or the Receiver's duly
2 authorized agents in the exercise of their duties or authority under any
3 order of this Court.

4 **XVII. STAY OF ACTIONS**

5 **IT IS FURTHER ORDERED** that, except by leave of this Court, during
6 the pendency of the receivership ordered herein, Defendants, Defendants' officers,
7 agents, employees, attorneys, and all other persons in active concert or
8 participation with any of them, who receive actual notice of this Order, and their
9 corporations, subsidiaries, divisions, or affiliates, and all investors, creditors,
10 stockholders, lessors, customers and other persons seeking to establish or enforce
11 any claim, right, or interest against or on behalf of Defendants, and all others
12 acting for or on behalf of such persons, are hereby enjoined from taking action that
13 would interfere with the exclusive jurisdiction of this Court over the Assets or
14 Documents of the Receivership Entities, including, but not limited to:

- 15 A. filing or assisting in the filing of a petition for relief under the
16 Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, or of any similar
17 insolvency proceeding on behalf of the Receivership Entities;
18 B. commencing, prosecuting, or continuing a judicial, administrative, or
19 other action or proceeding against the Receivership Entities, including
20 the issuance or employment of process against the Receivership
21 Entities, except that such actions may be commenced if necessary to
22 toll any applicable statute of limitations; and
23 C. filing or enforcing any lien on any asset of the Receivership Entities,
24 taking or attempting to take possession, custody, or control of any
25 Asset of the Receivership Entities; or attempting to foreclose, forfeit,
26 alter, or terminate any interest in any Asset of the Receivership
27 Entities, whether such acts are part of a judicial proceeding, are acts of
28 self-help, or otherwise.

1 *Provided, however,* that this Order does not stay: (1) the commencement or
2 continuation of a criminal action or proceeding; (2) the commencement or
3 continuation of an action or proceeding by a governmental unit to enforce such
4 governmental unit's police or regulatory power; or (3) the enforcement of a
5 judgment, other than a money judgment, obtained in an action or proceeding by a
6 governmental unit to enforce such governmental unit's police or regulatory power.

7 **XVIII. COMPENSATION OF RECEIVER**

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

18 **XIX. RECEIVER'S BOND**

19 **IT IS FURTHER ORDERED** that the Receiver shall file with the Clerk of
20 this Court a bond in the sum of \$5,000 with sureties to be approved by the Court,
21 conditioned that the Receiver will well and truly perform the duties of the office
22 and abide by and perform all acts the Court directs. 28 U.S.C. § 754.

23 **XX. IMMEDIATE ACCESS TO BUSINESS PREMISES AND RECORDS**

24 **IT IS FURTHER ORDERED** that:

- 25 A. in order to allow Plaintiff and the Receiver to preserve Assets and
26 evidence relevant to this action and to expedite discovery, Plaintiff
27 and the Receiver, and their representatives, agents, contractors, and
28 assistants, shall have immediate access to the business premises and

1 storage facilities, owned, controlled, or used by the Receivership
2 Entities. Such locations include, but are not limited to:

- 3 • 1261 East Dyer Road, Suites 100 & 250, Santa Ana, CA 92705;
- 4 • 5772 Bolsa Avenue, Suite 220, Huntington Beach, CA 92649;
- 5 • 18001 Sky Park Circle, Suites L–M, Irvine, CA 92614;
- 6 • 500 Ygnacio Valley Road, Suite 430, Walnut Creek, CA 94596,

7 and any offsite location or commercial mailbox used by the
8 Receivership Entities. The Receiver may exclude Defendants,
9 Receivership Entities, and their employees from the business premises
10 during the immediate access;

11 B. Plaintiff and the Receiver, and their representatives, agents,
12 contractors, and assistants, are authorized to remove Documents from
13 the Receivership Entities' premises in order that they may be
14 inspected, inventoried, and copied. Plaintiff shall return any removed
15 materials to the Receiver within five (5) business days of completing
16 inventorying and copying, or such time as is agreed upon by Plaintiff
17 and the Receiver;

18 C. Plaintiff's access to the Receivership Entities' documents pursuant to
19 this Section shall not provide grounds for any Defendant to object to
20 any subsequent request for documents served by Plaintiff;

21 D. Plaintiff and the Receiver, and their representatives, agents,
22 contractors, and assistants, are authorized to obtain the assistance of
23 federal, state and local law enforcement officers as they deem
24 necessary to effect service and to implement peacefully the provisions
25 of this Order;

26 E. if any Documents, computers, or electronic storage devices containing
27 information related to the business practices or finances of the
28 Receivership Entities are at a location other than those listed herein,

1 including personal residence(s) of any Defendant, then, immediately
2 upon receiving notice of this Order, Defendants and Receivership
3 Entities shall produce to the Receiver all such Documents, computers,
4 and electronic storage devices, along with any codes or passwords
5 needed for access. In order to prevent the destruction of computer
6 data, upon service of this Order, any such computers or electronic
7 storage devices shall be powered down in the normal course of the
8 operating system used on such devices and shall not be powered up or
9 used until produced for copying and inspection; and

10 F. if any communications or records of any Receivership Entity are
11 stored with an Electronic Data Host, such Entity shall, immediately
12 upon receiving notice of this Order, provide the Receiver with the
13 username, passwords, and any other login credential needed to access
14 the communications and records, and shall not attempt to access, or
15 cause a third-party to attempt to access, the communications or
16 records.

17 **XXI. DISTRIBUTION OF ORDER BY DEFENDANTS**

18 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a
19 copy of this Order to each affiliate, telemarketer, marketer, sales entity, successor,
20 assign, member, officer, director, employee, agent, independent contractor, client,
21 attorney, spouse, subsidiary, division, and representative of any Defendant, and
22 shall, within ten (10) days from the date of entry of this Order, provide Plaintiff
23 and the Receiver with a sworn statement that this provision of the Order has been
24 satisfied, which statement shall include the names, physical addresses, phone
25 number, and email addresses of each such person or entity who received a copy of
26 the Order. Furthermore, Defendants shall not take any action that would
27 encourage officers, agents, members, directors, employees, salespersons,
28 independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or

1 other persons or entities in active concert or participation with them to disregard
2 this Order or believe that they are not bound by its provisions.

3 **XXII. EXPEDITED DISCOVERY**

4 **IT IS FURTHER ORDERED** that, notwithstanding the provisions of Fed.
5 R. Civ. P. 26(d) & (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P. 30(a),
6 34, and 45, Plaintiff and the Receiver are granted leave, at any time after service of
7 this Order, to conduct limited expedited discovery for the purpose of discovering:
8 (1) the nature, location, status, and extent of Defendants' Assets; (2) the nature,
9 location, and extent of Defendants' business transactions and operations; (3)
10 Documents reflecting Defendants' business transactions and operations; or (4)
11 compliance with this Order. The limited expedited discovery set forth in this
12 Section shall proceed as follows:

13 A. Plaintiff and the Receiver may take the deposition of parties and non-
14 parties. **Seventy-two (72)** hours' notice shall be sufficient notice for
15 such depositions. The limitations and conditions set forth in Rules
16 30(a)(2)(B) and 31(a)(2)(B) of the Federal Rules of Civil Procedure
17 regarding subsequent depositions of an individual shall not apply to
18 individuals whose depositions are taken pursuant to this Section. Any
19 such deposition taken pursuant to this Section shall not be counted
20 towards the deposition limit set forth in Rules 30(a)(2)(A) and
21 31(a)(2)(A) and depositions may be taken by telephone or other
22 remote electronic means;

23 B. Plaintiff and the Receiver may serve upon parties requests for
24 production of Documents or inspection that require production or
25 inspection within five (5) days of service Any such requests for
26 production of Documents or inspection served pursuant to this Section
27 shall not be counted towards any subsequent limitation on requests for
28 production or inspection ordered in this case;

- 1 C. Plaintiff and the Receiver may serve upon parties interrogatories that
2 require response within five (5) days after Plaintiff serves such
3 interrogatories. Any such interrogatories served pursuant to this
4 Section shall not be counted towards the interrogatory limit set forth
5 in Rule 33(a)(1);
- 6 D. Plaintiff and the Receiver may serve subpoenas upon non-parties that
7 direct production or inspection within five (5) days of service;
- 8 E. service of discovery upon a party to this action, taken pursuant to this
9 Section, shall be sufficient if made by facsimile, email, or by
10 overnight delivery;
- 11 F. any expedited discovery taken pursuant to this Section is in addition
12 to, and is not subject to, the limits on discovery set forth in the Federal
13 Rules of Civil Procedure and the Local Rules of this Court. The
14 expedited discovery permitted by this Section does not require a
15 meeting or conference of the parties, pursuant to Rules 26(d) & (f) of
16 the Federal Rules of Civil Procedure; and
- 17 G. the Parties are exempted from making initial disclosures under Fed. R.
18 Civ. P. 26(a)(1) until further order of this Court.

19 **XXIII. SERVICE OF THIS ORDER**

20 **IT IS FURTHER ORDERED** that copies of this Order as well as the
21 Motion for Temporary Restraining Order and all other pleadings, Documents, and
22 exhibits filed contemporaneously with that Motion (other than the complaint and
23 summons), may be served by any means, including facsimile transmission,
24 electronic mail or other electronic messaging, personal or overnight delivery, U.S.
25 Mail or FedEx, by agents and employees of Plaintiff, by any law enforcement
26 agency, or by private process server, upon any Defendant or any person (including
27 any Financial Institution) that may have possession, custody or control of any
28 Asset or Document of any Defendant, or that may be subject to any provision of

1 this Order pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For
2 purposes of this Section, service upon any branch, subsidiary, affiliate or office of
3 any entity shall effect service upon the entire entity.

4 **XXIV. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

5 **IT IS FURTHER ORDERED** that, for the purpose of this Order, all
6 correspondence and service of pleadings on Plaintiff shall be addressed to:

7 Stephen T. Fairchild
8 Federal Trade Commission
9 915 Second Avenue, Suite 2896
10 Seattle, WA 98174
11 Tel.: (206) 220-4476
12 Fax: (206) 220-6366
13 Email: sfairchild@ftc.gov

14 **XXV. PRELIMINARY INJUNCTION HEARING**

15 **IT IS FURTHER ORDERED** that, pursuant to Fed. R. Civ. P. 65(b),
16 Defendants shall appear before this Court on the 18th day of November , 2019, at
17 3:00 p.m., to show cause, if there is any, why this Court should not enter a
18 preliminary injunction, pending final ruling on the Complaint against Defendants,
19 enjoining the violations of the law alleged in the Complaint, continuing the freeze
20 of their Assets, continuing the receivership, and imposing such additional relief as
21 may be appropriate.

22 **XXVI. BRIEFS AND AFFIDAVITS CONCERNING PRELIMINARY**
23 **INJUNCTION**

24 **IT IS FURTHER ORDERED** that:

25 A. Defendants shall file with the Court and serve on Plaintiff's counsel
26 any answering pleadings, affidavits, motions, expert reports or declarations, or
27 legal memoranda no later than **five (5) court days** prior to the order to show cause
28 hearing scheduled pursuant to this Order. Plaintiff may file responsive or
supplemental pleadings, materials, affidavits, or memoranda with the Court and
serve the same on counsel for Defendants no later than **two (2) court days** prior to

1 the order to show cause hearing. *Provided that* such affidavits, pleadings, motions,
2 expert reports, declarations, legal memoranda or oppositions must be served by
3 personal or overnight delivery, facsimile or email, and be received by the other
4 party or parties no later than 5:00 p.m. (Pacific Time) on the appropriate dates set
5 forth in this Section.

6 B. An evidentiary hearing on Plaintiff's request for a preliminary
7 injunction is not necessary unless Defendants demonstrate that they have, and
8 intend to introduce, evidence that raises a genuine and material factual issue. The
9 question of whether this Court should enter a preliminary injunction shall be
10 resolved on the pleadings, declarations, exhibits, and memoranda filed by, and oral
11 argument of, the parties. Live testimony shall be heard only on further order of
12 this Court. Any motion to permit such testimony shall be filed with the Court and
13 served on counsel for the other parties at least five (5) days prior to the preliminary
14 injunction hearing in this matter. Such motion shall set forth the name, address,
15 and telephone number of each proposed witness, a detailed summary or affidavit
16 revealing the substance of each proposed witness's expected testimony, and an
17 explanation of why the taking of live testimony would be helpful to this Court.
18 Any papers opposing a timely motion to present live testimony or to present live
19 testimony in response to another party's timely motion to present live testimony
20 shall be filed with this Court and served on the other parties at least three (3) days
21 prior to the order to show cause hearing. *Provided, however,* that service shall be
22 performed by personal or overnight delivery, facsimile or email, and Documents
23 shall be delivered so that they shall be received by the other parties no later than
24 5:00 p.m. (Pacific Time) on the appropriate dates provided in this Section.

25 **XXVII. DURATION OF THE ORDER**

26 **IT IS FURTHER ORDERED** that this Order shall expire fourteen (14)
27 days from the date of entry noted below, unless within such time the Order is
28 extended for an additional period pursuant to Fed. R. Civ. P. 65(b)(2).

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
28

XXVIII. RETENTION OF JURISDICTION

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

SO ORDERED, this 4th day of November, 2019, at 3:05 p.m.



UNITED STATES DISTRICT JUDGE
JAMES V SELNA