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

17 **FEDERAL TRADE COMMISSION,**
18 Plaintiff,
19 v.
20 **LEAD EXPRESS, INC., et al.,**
21 Defendants.
22

Case No. 2:20-cv-00840-JAD-NJK

**ORDER GRANTING
STIPULATION TO ENTER
PRELIMINARY INJUNCTION
AGAINST LA POSTA TRIBAL
LENDING ENTERPRISE**

[ECF No. 37]

23
24 Plaintiff, the Federal Trade Commission (“FTC”) commenced this civil action on May
25 11, 2020, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”),
26 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the Telemarketing and Consumer Fraud and Abuse
27 Prevention Act (“Telemarketing Act”), 15 U.S.C. § 6105(b), Section 108(c) of the Truth in

1 Lending Act (“TILA”), 15 U.S.C. § 1607(c), and Section 918(c) of the Electronic Fund Transfer
2 Act (“EFTA”), 15 U.S.C. § 1693o(c). (ECF No. 1.) On May 19, 2020, on motion by the FTC,
3 the Court entered an *ex parte* temporary restraining order (“TRO”) with asset freeze and other
4 equitable relief against Defendants Lead Express, Inc., Camel Coins, Inc., Sea Mirror, Inc., Naito
5 Corp., Kotobuki Marketing, Inc., Ebisu Marketing, Inc., Hotei Marketing, Inc., Daikoku
6 Marketing, Inc., La Posta Tribal Lending Enterprise, Takehisa Naito, and Keishi Ikeda. (ECF
7 No. 13.) Now, the FTC and Defendant La Posta Tribal Lending Enterprise, by and through their
8 undersigned counsel, have stipulated and agreed to entry of a preliminary injunction (“Order”) to
9 advance an amicable resolution to the assertions and allegations.

10 **FINDINGS OF FACT**

11 By stipulation of the parties, the Court finds that:

- 12 A. The FTC and the Tribal Defendant have stipulated and agreed to the entry of this preliminary
13 injunction order without any admission of wrongdoing or violation of law, and without a
14 finding by the Court of law or fact other than stated below. By entering into this agreement,
15 the Tribal Defendant is not waiving any claims of tribal sovereign immunity it may have or
16 otherwise consenting to jurisdiction.
- 17 B. The Tribal Defendant waives all rights to seek judicial review or otherwise challenge or
18 contest the validity of this Order.
- 19 C. The FTC asserts that this Court has jurisdiction over the subject matter of this case, and there
20 is good cause to believe that the Court will have jurisdiction over the Tribal Defendant and
21 that venue in this district is proper.
- 22 D. The FTC asserts that there is good cause to believe that the Tribal Defendant has engaged in
23 and is likely to engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C.
24 § 45(a), the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, TILA, 15 U.S.C.
25 §§ 1601-1666j, and its implementing Regulation Z, 12 C.F.R. Part 1026, and EFTA, 15
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1 U.S.C. §§1693-1693r, and its implementing Regulation E, 12 C.F.R. Part 1005, and that the
2 FTC is therefore likely to prevail on the merits of this action.

3 E. The FTC asserts that there is good cause to believe that immediate and irreparable harm will
4 result from the Tribal Defendant's ongoing violations of the FTC Act, the TSR, TILA and
5 Regulation Z, and EFTA and Regulation E unless the Tribal Defendant is immediately
6 restrained and enjoined by order of this Court.

7 F. The FTC asserts that there is good cause to believe that immediate and irreparable damage to
8 the Court's ability to grant effective final relief for consumers—including monetary
9 restitution, rescission, disgorgement or refunds—will occur from the sale, transfer,
10 destruction or other disposition or concealment by the Tribal Defendant of its assets or
11 records, unless the Tribal Defendant is immediately restrained and enjoined by order of this
12 Court.

13 G. The FTC asserts that good cause exists for continuing the asset freeze over the Tribal
14 Defendant's assets.

15 H. This Order is in the public interest.

16 I. This Court has authority to issue this Order pursuant to Sections 13(b) and 19 of the FTC
17 Act, 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the Telemarketing Act, 15 U.S.C. §
18 6105(b), Section 108(c) of TILA, 15 U.S.C. § 1607(c), and Section 918(c) of EFTA, 15
19 U.S.C. § 1693o(c); Federal Rule of Civil Procedure 65; and the All Writs Act, 28 U.S.C.
20 § 1651.

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

23 **DEFINITIONS**

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

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. **“Consumer”** means any Person.
- 2 C. **“Corporate Defendants”** means Lead Express, Inc., Camel Coins, Inc., Sea Mirror, Inc.,
3 Naito Corp., Kotobuki Marketing, Inc., Ebisu Marketing, Inc., Hotei Marketing, Inc., and
4 Daikoku Marketing, Inc., and each of their subsidiaries, affiliates, successors, and assigns.
- 5 D. **“Defendants”** means the Corporate Defendants, the Tribal Defendant, and the Individual
6 Defendants, individually, collectively, or in any combination.
- 7 E. **“Document”** is synonymous in meaning and equal in scope to the usage of “document” and
8 “electronically stored information” in Federal Rule of Civil Procedure 34(a), Fed. R. Civ. P.
9 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video
10 recordings, images, Internet sites, web pages, websites, electronic correspondence, including
11 e-mail and instant messages, contracts, accounting data, advertisements, FTP Logs, Server
12 Access Logs, books, written or printed records, handwritten notes, telephone logs, telephone
13 scripts, receipt books, ledgers, personal and business canceled checks and check registers,
14 bank statements, appointment books, computer records, customer or sales databases and any
15 other electronically stored information, including Documents located on remote servers or
16 cloud computing systems, and other data or data compilations from which information can be
17 obtained directly or, if necessary, after translation into a reasonably usable form. A draft or
18 non-identical copy is a separate document within the meaning of the term.
- 19 F. **“Electronic Data Host”** means any Person or entity in the business of storing, hosting, or
20 otherwise maintaining electronically stored information. This includes, but is not limited to,
21 any entity hosting a website or server, and any entity providing “cloud based” electronic
22 storage.
- 23 G. **“Individual Defendants”** means Takehisa Naito and Keishi Ikeda, individually, collectively,
24 or in any combination.
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- 1 H. **“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 I. **“Receiver”** means the receiver appointed in Section XI of the Stipulated Preliminary
5 Injunction as to the Corporate Defendants entered by the Court in this matter and any deputy
6 receivers that shall be named by the Receiver.
- 7 J. **“Tribal Defendant”** means La Posta Tribal Lending Enterprise and any name under which it
8 does business including Harvest Moon Financial, Green Stream Lending, and Gentle Breeze
9 Online.

10 **ORDER**

11 **PROHIBITED BUSINESS ACTIVITIES**

- 12 I. **IT IS THEREFORE ORDERED** that the Tribal Defendant, its officers, agents, employees,
13 and attorneys, and all other Persons in active concert or participation with them, who receive
14 actual notice of this Order by personal service or otherwise, whether acting directly or
15 indirectly, in connection with the advertising, marketing, promoting, or offering of any loan
16 or other extension of credit, are temporarily restrained and enjoined from:
- 17 A. misrepresenting or assisting others in misrepresenting, expressly or by implication:
- 18 1. that any Person will withdraw from Consumers’ bank accounts a fixed number of
19 payments to repay Consumers’ loans;
 - 20 2. that any Person will withdraw from Consumers’ bank accounts a fixed total of
21 payments to repay Consumers’ loans;
 - 22 3. that any Person will withdraw from Consumers’ bank accounts payments that consist
23 of both interest and principal repayment; and
 - 24 4. any other fact material to Consumers concerning any loan or other extension of credit,
25 including, but not limited to: (a) closing costs or other fees and how such costs or fees
26 will be assessed, (b) the payment schedule, monthly payment amount(s), any balloon
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1 payment, or other payment terms, (c) the interest rate(s), annual percentage rate(s), or
2 finance charge(s), and whether they are fixed or adjustable, (d) the loan amount,
3 credit amount, draw amount, or outstanding balance, (e) the loan term, draw period,
4 or maturity, (f) the amount of cash to be disbursed to the borrower out of the
5 proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third
6 parties, (g) whether any specified minimum payment amount covers both interest and
7 principal, and whether the credit has or can result in negative amortization, and (h)
8 that the credit does not have a prepayment penalty or whether subsequent refinancing
9 may trigger a prepayment penalty and/or other fees;

- 10 B. if a loan or extension of credit contains an automatic renewal or refinance provision,
11 failing to disclose clearly and conspicuously all material terms and conditions of that
12 provision, including, but not limited to (1) the fact that loan or extension of credit will
13 automatically renew or refinance unless the borrower takes an affirmative action to avoid
14 such renewal or refinance, (2) the date the loan or extension of credit will renew or
15 refinance, and (3) the specific steps the borrower must take to avoid renewal or refinance;
- 16 C. creating or causing to be created, directly or indirectly, a remotely created payment order,
17 including a remotely created check, as payment for any good or service offered or sold
18 through telemarketing;
- 19 D. failing to disclose clearly and conspicuously in writing, in a form Consumers may keep,
20 before extending credit, the following information in a manner reflecting the terms of the
21 legal obligations between the parties: (1) the amount financed, (2) the finance charge, (3)
22 the annual percentage rate, (4) the payment schedule, and (5) the total of payments;
- 23 E. failing to obtain a written authorization signed or similarly authenticated from any Person
24 before debiting such Person's bank account on a recurring basis; and
- 25 F. failing to provide a copy of a written authorization signed or similarly authenticated from
26 any Person before debiting such Person's bank account on a recurring basis.
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1 **PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

2 **II. IT IS FURTHER ORDERED** that the Tribal Defendant, its officers, agents, employees, and
3 attorneys, and all other Persons in active concert or participation with any of them, who
4 receive actual notice of this Order, whether acting directly or indirectly, are hereby
5 temporarily restrained and enjoined from:

6 A. Selling, renting, leasing, transferring, or otherwise disclosing, the name, address, birth
7 date, telephone number, email address, credit card number, bank account number, Social
8 Security number, or other financial or identifying information of any Person that any
9 Defendant obtained in connection with any activity that pertains to the subject matter of
10 this Order; and

11 B. Benefitting from or using the name, address, birth date, telephone number, email address,
12 credit card number, bank account number, Social Security number, or other financial or
13 identifying information of any Person that any Defendant obtained in connection with
14 any activity that pertains to the subject matter of this Order.

15 C. Provided, however, that the Tribal Defendant may disclose such identifying information
16 to a law enforcement agency, to their attorneys as required for their defense, as required
17 by any law, regulation, or court order, or in any filings, pleadings or discovery in this
18 action in the manner required by the Federal Rules of Civil Procedure and by any
19 protective order in the case.

20 **ASSET FREEZE**

21 **III. IT IS FURTHER ORDERED** that the Tribal Defendant, its officers, agents, employees, and
22 attorneys, and all other Persons in active concert or participation with any of them, who
23 receive actual notice of this Order, whether acting directly or indirectly, are hereby
24 temporarily restrained and enjoined from:

25 A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,
26 concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing,
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1 granting a lien or security interest or other interest in, or otherwise disposing of any
2 Assets that are:

- 3 1. owned or controlled, directly or indirectly, by any Defendant;
- 4 2. held, in part or in whole, for the benefit of any Defendant;
- 5 3. in the actual or constructive possession of any Defendant; or
- 6 4. owned or controlled by, in the actual or constructive possession of, or otherwise held
7 for the benefit of, any corporation, partnership, asset protection trust, or other entity
8 that is directly or indirectly owned, managed or controlled by any Defendant.

9 B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or
10 storage facilities titled in the name of any Defendant or subject to access by any
11 Defendant, except as necessary to comply with written requests from the Receiver;

12 C. Incurring charges or cash advances on any credit, debit, or ATM card issued in the name,
13 individually or jointly, of the Tribal Defendant. This includes any corporate bankcard or
14 corporate credit card account for which the Tribal Defendant is, or was on the date that
15 this Order was signed, an authorized signor; or

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

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

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

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

- 16 A. Hold, preserve, and retain within its control and prohibit the withdrawal, removal,
17 alteration, assignment, transfer, pledge, encumbrance, disbursement, dissipation,
18 relinquishment, conversion, sale, or other disposal of any such Document or Asset, as
19 well as all Documents or other property related to such Assets, except for those identified
20 in Section XI of this Order or except by further order of this Court;
- 21 B. Deny any Person access to any safe deposit box, commercial mail box, or storage facility
22 that is titled in the name of the Tribal Defendant, either individually or jointly, or
23 otherwise subject to access by the Tribal Defendant;
- 24 C. Provide FTC counsel, within three (3) days of receiving a copy of this Order, a sworn
25 statement setting forth, for each Asset or account covered by this Section:
- 26 1. The identification number of each such account or Asset;
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- 1 2. The balance of each such account, or a description of the nature and value of each
2 such Asset as of the close of business on the day on which this Order is served, and, if
3 the account or other Asset has been closed or removed, the date closed or removed,
4 the total funds removed in order to close the account, and the name of the Person or
5 entity to whom such account or other Asset was remitted; and
6 3. The identification of any safe deposit box, commercial mail box, or storage facility
7 that is either titled in the name, individually or jointly, of the Tribal Defendant, or is
8 otherwise subject to access by the Tribal Defendant; and

- 9 D. Upon the request of FTC counsel, promptly provide FTC counsel with copies of all
10 records or other Documents pertaining to such account or Asset, including originals or
11 copies of account applications, account statements, signature cards, checks, drafts,
12 deposit tickets, transfers to and from the accounts, including wire transfers and wire
13 transfer instructions, all other debit and credit instruments or slips, currency transaction
14 reports, 1099 forms, and all logs and records pertaining to safe deposit boxes, commercial
15 mail boxes, and storage facilities.
16 E. Provided, however, that this Section does not prohibit any transfers to the Receiver or
17 repatriation of foreign Assets specifically required by this order.

18 **FINANCIAL DISCLOSURES**

- 19 V. **IT IS FURTHER ORDERED** that the Tribal Defendant, within five (5) days following the
20 date of entry of this Order, shall prepare and deliver to FTC counsel:
21 A. completed financial statements on the forms attached to this Order as **Attachment A**
22 (Financial Statement of Corporate Defendant); and
23 B. completed **Attachment B** (IRS Form 4506, Request for Copy of a Tax Return).

24 **FOREIGN ASSET REPATRIATION**

- 25 VI. **IT IS FURTHER ORDERED** that within five (5) days following the date of entry of this
26 Order, the Tribal Defendant shall:
27

- 1 A. Provide FTC counsel with a full accounting, verified under oath and accurate as of the
2 date of this Order, of all Assets, Documents, and accounts outside of the United States
3 which are: (1) titled in the name, individually or jointly, of the Tribal Defendant; (2) held
4 by any Person or entity for the benefit of the Tribal Defendant or for the benefit of, any
5 corporation, partnership, asset protection trust, or other entity that is directly or indirectly
6 owned, managed or controlled by the Tribal Defendant; or (3) under the direct or indirect
7 control, whether jointly or singly, of the Tribal Defendant;
- 8 B. Take all steps necessary to provide FTC counsel access to all Documents and records that
9 may be held by third parties located outside of the territorial United States of America,
10 including signing the Consent to Release of Financial Records appended to this Order as
11 **Attachment C.**
- 12 C. Transfer to the territory of the United States all Documents and Assets located in foreign
13 countries which are: (1) titled in the name, individually or jointly, of the Tribal
14 Defendant; (2) held by any Person or entity for the benefit of the Tribal Defendant or for
15 the benefit of, any corporation, partnership, asset protection trust, or other entity that is
16 directly or indirectly owned, managed or controlled by the Tribal Defendant; or (3) under
17 the direct or indirect control, whether jointly or singly, of the Tribal Defendant; and
- 18 D. The same business day as any repatriation, (1) notify counsel for the FTC of the name
19 and location of the financial institution or other entity that is the recipient of such
20 Documents or Assets; and (2) serve this Order on any such financial institution or other
21 entity.

22 **NON-INTERFERENCE WITH REPATRIATION**

23 **VII. IT IS FURTHER ORDERED** that the Tribal Defendant, its officers, agents, employees, and
24 attorneys, and all other Persons in active concert or participation with any of them, who
25 receive actual notice of this Order, whether acting directly or indirectly, are hereby temporarily
26 restrained and enjoined from taking any action, directly or indirectly, which may
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1 result in the encumbrance or dissipation of foreign Assets, or in the hindrance of the
2 repatriation required 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 B. Notifying any trustee, protector or other agent of any foreign trust or other related entities
8 of either the existence of this Order, or of the fact that repatriation is required pursuant to
9 a court order, until such time that the Tribal Defendant’s Assets have been fully
10 repatriated pursuant to this Order.

11 **CONSUMER CREDIT REPORTS**

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

16 **PRESERVATION OF RECORDS**

17 **IX. IT IS FURTHER ORDERED** that the Tribal Defendant, its officers, agents, employees, and
18 attorneys, and all other Persons in active concert or participation with any of them, who
19 receive actual notice of this Order, whether acting directly or indirectly, are hereby
20 temporarily restrained and enjoined from:

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

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

4 **REPORT OF NEW BUSINESS ACTIVITY**

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

15 **TRANSFER OF CERTAIN ASSETS TO THE RECEIVER**

16 **XI. IT IS FURTHER ORDERED** that:

17 A. The Tribal Defendant shall, within five (5) days after entry of this Order, transfer to the
18 Receiver the registration for the following Internet domains: gentlebreezeonline.com,
19 mygbo.com, harvestmoonloans.com, hmlogin.com, gsllogin.com, and
20 greenstreamlending.com;

21 B. The Tribal Defendant shall, within five (5) days after entry of this Order, provide to the
22 Receiver a list of all accounts at any financial institution held in the name of the Tribal
23 Defendant; and

24 C. All financial institutions holding accounts in the name of the Tribal Defendant shall, upon
25 written direction of the Receiver, transfer to the Receiver all funds, if any, in those
26 accounts, including, but not limited to:
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- 1 1. First National Bank Albany/Breckenridge shall, upon written direction of the
2 Receiver, transfer to the Receiver all funds, if any, in the following accounts: (1)
3 account number xxxx8448 in the name of La Posta Tribal Lending Enterprise; (2)
4 account number xxxx3141 in the name of Gentle Breeze, a division of La Posta
5 Tribal Lending Enterprise; (3) account number xxxx3507 in the name of Gentle
6 Breeze, a division of La Posta Tribal Lending Enterprise; (4) account number
7 xxxx3568 in the name of Gentle Breeze, a division of La Posta Tribal Lending
8 Enterprise; (5) account number xxxx3263 in the name of Harvest Moon Financial, a
9 division of La Posta Tribal Lending Enterprise; (6) account number xxxx3629 in the
10 name of Harvest Moon Financial, a division of La Posta Tribal Lending Enterprise;
11 (7) account number xxxx3690 in the name of Harvest Moon Financial, a division of
12 La Posta Tribal Lending Enterprise; (8) account number xxxx3202 in the name of
13 Green Stream, a division of La Posta Tribal Lending Enterprise; (9) account number
14 xxxx3751 in the name of Green Stream, a division of La Posta Tribal Lending
15 Enterprise; (10) account number xxxx3812 in the name of Green Stream, a division of
16 La Posta Tribal Lending Enterprise; and (11) any other account held in the name of
17 the Tribal Defendant;
- 18 2. PeopleFirst Bank shall, upon written direction of the Receiver, transfer to the
19 Receiver all funds, if any, in the following accounts: (1) account number xxxx5760
20 in the name of Gentle Breeze; (2) account number xxxx5728 in the name of Green
21 Stream Lending; (3) account number xxxx5784 in the name of Harvest Moon
22 Financial; (4) account number xxxx5752 in the name of Gentle Breeze; (5) account
23 number xxxx5736 in the name of Green Stream Lending; (6) account number
24 xxxx5776 in the name of Harvest Moon Financial; and (7) any other account held in
25 the name of the Tribal Defendant;

- 1 3. First Dakota National Bank shall, upon written direction of the Receiver, transfer to
2 the Receiver all funds, if any, in the following accounts: (1) account number
3 xxxx9782 in the name of La Posta Tribal Lending Enterprise; (2) account number
4 xxxx9322 in the name of La Posta Tribal Lending Enterprise d/b/a/ Gentle Breeze;
5 (3) account number xxxx8212 in the name of La Posta Tribal Lending Enterprise
6 d/b/a Green Stream Lending; (4) account number xxxx9232 in the name of Harvest
7 Moon Financial, a division of La Posta Tribal Lending Enterprise; and (5) any other
8 account held in the name of the Tribal Defendant;
- 9 4. CNB Bank & Trust, N.A. shall, upon written direction of the Receiver, transfer to the
10 Receiver all funds, if any, in the following accounts: (1) account number xxxx4144
11 in the name of La Posta Tribal Lending Enterprise d/b/a Gentle Breeze; and (2) any
12 other account held in the name of the Tribal Defendant;
- 13 5. North American Banking Company shall, upon written direction of the Receiver,
14 transfer to the Receiver all funds, if any, in the following accounts: (1) account
15 number xxxx6427 in the name of Gentle Breeze; (2) account number xxxx6468 in the
16 name of Green Stream Lending; (3) account number xxxx6443 in the name of
17 Harvest Moon Financial; (4) account number xxxx6435 in the name of Gentle
18 Breeze; (5) account number xxxx6476 in the name of Green Stream Lending; (6)
19 account number xxxx6450 in the name of Harvest Moon Financial; (7) account
20 number xxxx6708 in the name of Gentle Breeze, a division of La Posta Tribal
21 Lending Enterprise; (8) account number xxxx6690 in the name of Green Stream
22 Lending, a division of La Posta Tribal Lending Enterprise; (9) account number
23 xxxx6682 in the name of Harvest Moon Financial, a division of La Posta Tribal
24 Lending Enterprise; and (10) any other account held in the name of the Tribal
25 Defendant; and
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1 6. Chippewa Valley Bank shall, upon written direction of the Receiver, transfer to the
2 Receiver all funds, if any, in the following accounts: (1) account number xxxx6738 in
3 the name of La Posta Tribal Lending Enterprise d/b/a Gentle Breeze; (2) account
4 number xxxx6720 in the name of La Posta Tribal Lending Enterprise d/b/a Gentle
5 Breeze; (3) account number xxxx6746 in the name of Harvest Moon Financial, a
6 division of La Posta Tribal Lending Enterprise; (4) account number xxxx6753 in the
7 name of Harvest Moon Financial, a division of La Posta Tribal Lending Enterprise;
8 and (5) any other account held in the name of the Tribal Defendant.

9 **DISTRIBUTION OF ORDER BY DEFENDANT**

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

22 **SERVICE OF THIS ORDER**

23 **XIII. IT IS FURTHER ORDERED** that copies of this Order may be served by any means,
24 including facsimile transmission, electronic mail or other electronic messaging, personal or
25 overnight delivery, U.S. Mail or FedEx, by agents and employees of the FTC, by any law
26 enforcement agency, or by private process server, upon any Defendant or any Person
27

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


6 **CORRESPONDENCE AND SERVICE ON THE FTC**

7 **XIV. IT IS FURTHER ORDERED** that, for the purpose of this Order, all correspondence and
8 service of pleadings on the FTC shall be done via email to Gregory A. Ashe at
9 gashe@ftc.gov and Helen Clark at hclark@ftc.gov.

10 **RETENTION OF JURISDICTION**

11
12 **XV. IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all
13 purposes.

14 **IT IS SO ORDERED.**

15
16 

17 U.S. District Judge Jennifer A. Dorsey
18 Dated: June 19, 2020