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Federal Trade Commission v.
BCO Consulting Services, Inc. et. al..
U.S. District Court (C.D. Cal.) Case No. 8:23-cv-00699-JWH (ADSx)

PRELIMINARY REPORT OF TEMPORARY RECEIVER

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Temporary Receiver

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I.
INTRODUCTION

I was appointed temporary receiver (“Receiver”) of the Receivership Entities by the Temporary Restraining Order entered May 3, 2023 (“TRO”). I submit this Preliminary Report pursuant to Section III.21 of the TRO to report the steps taken to implement the TRO and the current status of the receivership estate.¹

While current active operations appear limited, my investigation reveals that Receivership Entities were involved in the sale of student loan relief services in multiple iterations from various sites since 2016. These operations were based on illegal advance fees and misrepresentations prohibited by the TRO – hence, I have suspended any on-going operations as they cannot be operated lawfully and profitably.

While Receivership Entities, in aggregate, have appeared to have generated revenues exceeding \$9 million from these illegal enterprises, our preliminary account indicates that current assets are not significant.²

II.
STEPS TAKEN TO IMPLEMENT TRO

A. Additional Receivership Entities

The TRO defines Receivership Entities as the Corporate Defendant³ and “any other entity that has conducted any business related to Defendants’ marketing of Debt Relief Services, including receipt of any assets derived from any activity that is the subject of the Complaint in this matter, and that the Receiver determines

¹ I have also been appointed temporary receiver in a companion case before this Court. *Federal Trade Commission vs. SL Finance LLC, et.al.* Case No. 8:23-cv-005698-JWH (ADSx).

² We are missing revenue figures for the 2016-2018 time period, so this figure may change.

³ TRO Section II.C defines Corporate Defendant as “BCO Consulting Services Inc., also d/b/a Student Loan Services LLC, and SLA Consulting Services Inc., f/k/a Student Loan Advocates LLC and their respective subsidiaries, affiliates, successors, and assigns.” (Hereafter, “BCO” and “SLAC”, respectively)

1 is controlled or owned by any Defendant.” TRO, Section II.M. TRO Section
2 III.13(u) also provides a procedure for the Receiver to notify a nonparty entity of
3 this determination. Consistent with this definition and procedure, I have
4 designated two additional Receivership Entities: Xcel Consulting Services, Inc.
5 and A1 Consulting, LLC.

6 Xcel Consulting Services, Inc.

7 Xcel Consulting Services, Inc. (“Xcel”), a California corporation formed in
8 March 2022, is a Receivership Entity because (1) it conducts a business related to
9 Defendants Debt Relief Services⁴ and (2) is owned and controlled by Defendant
10 Gianni Olilang (“Olilang”).⁵

11 By letter dated May 4, 2023, I provided notice to Xcel and Mr. Olilang of
12 my determination, and the grounds therefor, that Xcel is a Receivership Entity.
13 (Exhibit 1.)

14 A1 Consulting LLC

15 A1 Consulting LLC (“A1”), a Nevada LLC formed in April, 2022, is a
16 Receivership Entity because (1) it conducts a business related to Defendants’ Debt
17 Relief Services⁶ and (2) is owned and controlled by Defendant Brandon Clores
18 (“Ctores”).⁷

19 By letter dated May 4, 2023, I provided notice to A1 and Mr. Clores of my
20 determination, and the grounds therefor, that A1 is a Receivership Entity.
21 (Exhibit 2.)

22 ⁴ Like Defendants BCO and SLAC, Xcel offers student loan debt relief services
23 with a website nearly identical to SLAC’s. (Exhibits 3 and 4.)

24 ⁵ Xcel was incorporated in California in March, 2022. Defendant Gianni Olilang
25 acts as CEO, Secretary, CFO, Director and agent of the Company. *See* California
Statement of Information. (Exhibit 5.)

26 ⁶ Like Defendants BCO and SLAC, it offers student loan debt relief services.
(Exhibit 6.)

27 ⁷ A1 was formed in Nevada in April, 2022. Clores is a Managing Member along
28 with non-party Howard Shin. *See* Nevada Secretary of State Entity Information.
(Exhibit 7.)

1 **B. Immediate Access**

2 As authorized by TRO Section III.13(h), we undertook to “secure and take
3 exclusive custody of each location from which Receivership Entities operate their
4 businesses”. We identified only two locations with active, albeit *de minimus*,
5 locations – SLAC in Santa Ana, California and A1 in Las Vegas, Nevada.

6 While the other two Receivership Entities did not have an identifiable
7 physical location, my team and I achieved a level of virtual access to their
8 businesses via the review of electronic data and interviews with Defendants.

9 SLAC – 1665 E. 4th Street, Suite 208, Santa Ana, CA

10 We secured this site at approximately 11:30 a.m. on May 4, 2023, supported
11 by law enforcement officers. We retained a locksmith to change the one exterior
12 lock. We provided access to counsel and other representatives of the FTC.

13 This SLAC site is a modest 600 square foot office space with 11
14 telemarketer carrels and a desk/couch setup at the entrance. The space was first
15 occupied sometime in 2018 by SLAC’s predecessor entity Student Loan Advocates
16 LLC until the conversion to SLAC in May 2021. Exhibit 8 contains schematic of
17 the site and an inventory of property located there.

18 At our arrival, one employee was present – Kevin Nunez – who described
19 himself as the Manager since 2019 and the only current employee. He confirmed
20 that the business was owned by Olilang and Defendant Allan Radam (“Radam”)
21 who came to the office “every so often,” but were presently in Hawaii and the
22 Philippines, respectively. He described the business as being in shut down mode
23 and that even at its peak no more than four people worked at the site.

24 Nunez was cooperative, responded to all our questions, and provided
25 necessary access codes to DebtPayPro– the customer relationship management
26 (“CRM”) software, his iPhone, his laptop, his Ytel login, and the CallTools
27 software.

28 ///

1 My team later conducted telephone interviews with Defendant Radam. The
2 interview and information from Kevin Nunez and the immediate access confirmed
3 the following:

- 4 • DebtPayPro records and SLAC scripts confirm that initial fees were
5 all paid in advance of any submission, or approval, of an application
6 to the Department of Education. (Exhibits 9 and 10.)
- 7 • Radam and Nunez both confirmed to us that fees were taken at sign
8 up as a lump sum or spread out over 3-4 monthly payments and that
9 no escrow accounts were used. Merchant processing statements
10 further confirm the lack of escrow accounts. (Exhibit 11.)
- 11 • Incoming calls (generated by a third party lead generation firms) were
12 handled by a “sales” team (primarily Nunez). Nunez was paid
13 commissions of 20% and other agents received 15% on successful
14 enrollments with pricing at the discretion of the sales team.
- 15 • According to Radam, the division of labor between the two owners
16 was Olilang “front room” (incoming call generation, sales training,
17 customer service, and processing) and Radam the “back room”
18 (interaction with DebtPayPro and SLAC’s merchant processor,
19 accounting and payroll).
- 20 • According to Nunez, consumer income and debt information was
21 simply input to DebtPayPro which would “kick out” the “qualified”
22 program.
- 23 • Scripts and sales materials confirmed overtly deceptive sales tactics.
24 Sales was instructed to tell consumers they were calling “on behalf of
25 your Federal Student Loans” (Exhibit 12), agents would tell
26 consumers to ignore inquiries/notices from their prior lenders
27 (Exhibit 13), and agents falsely led consumers to believe payments
28 would go towards their loan balance (Exhibit 14). Fees were
disguised as initial payments on the new loan (Exhibit 10; Exhibit 12).
Call room sales employees were even instructed to place customers on
hold while they submitted data to a non-existent “underwriting
department” (Exhibit 10).
- During the initial sales call, sales agents would send a customer an
official looking email congratulating them on their “enrollment in the
Income-Based Repayment (IBR) program,” well in advance of the
customer’s application to any such loan program or providing the
requisite proof of income documentation. (Exhibit 15.)
- Nunez confirmed that while the business may now be in a wind down
as to new enrollments, it continues to receive and process customer
service calls (where, if not yet a customer, an effort is made to enroll
them) and continues to receive limited revenue from existing
customer fee payments.

28 ///

1 A1 – 4045 Spencer Street, Suite 116, Las Vegas, NV

2 We established telephone contact with A1’s principal, Defendant Brandon
3 Clores, during the early afternoon of May 4, 2023 and he thereafter met with me
4 and another member of my team at A1’s location in Las Vegas, beginning at
5 approximately 5:20 p.m.

6 Clores was a principal at BCO based in Placentia, California until April,
7 2022, when he moved to Las Vegas and launched A1, deploying a business plan,
8 website, and vendors akin to BCO. He was elusive as to his motivations for the
9 move, citing “burn out.”⁸

10 Clores told us he tried for three months to build A1 from Suite 116 (which
11 had capacity for 10 telemarketers), building a team with six sales people and four
12 processors (all offshore with previous experience with BCO). He basically gave
13 up, however, in early 2023 and subleased 90% of the space to a travel company,
14 retaining a single back office for himself and his partner where he mostly works on
15 a health services project.⁹ A1 has no current staff in Las Vegas. “Customer
16 service” for any incoming calls is provided by contractors and ongoing monthly
17 student loan customer payments are processed through a merchant account.

18 Clores was fully cooperative and provided assistance in securing access to
19 electronic data including Google suite accounts for BCO and A1.

20 Given the absence of any actual A1 operations within the small portion of
21 Suite 116 not subleased, I determined it was not necessary to secure the space.

22
23 ⁸ We reviewed an email chain from December 2021 in which Clores received
24 information regarding the newly enacted California Fair Debt Settlement Practices
25 Act, taking effect January 1, 2022, and responded to Bhakta and Olilang with “You
guys see this? This is why we cannot do CA student loans hehe.” (Exhibit 16.)

26 ⁹ We reviewed the video of an A1 sales employees training which Clores
27 conducted in roughly May/June of 2022. At the time, he anticipated the student
28 loan payment moratorium to end on August 31, 2022 and expected demand for
their services to spike afterwards. However, the moratorium was extended and is
presently still in force, and this appears to have taken the air out of the new A1
student loan debt relief business.

1 The Clores interview and electronic documents we have been able to access
2 confirmed these basics about the A1 business:

- 3 • Clores confirmed A1’s lack of use of any escrow accounts for
4 consumer payments and DebtPayPro records confirm that initial fee
5 payments were taken immediately or within 30 days of initial sales
6 call, well in advance of submission, or approval, of any application to
7 Department of Education. (Exhibit 17.)
- 8 • While saying he was burned out at BCO, Clores acknowledged that he
9 moved to Las Vegas where life was cheaper with a goal to launch a
10 student loan services business using his experience at BCO, but that it
11 just “did not work out,” citing the moratorium and pending legislation.
- 12 • A1 sales materials were strikingly similar to BCO materials with the
13 same deceptive tactics, instructing agents to tell consumers they had
14 called “Student Loan Forgiveness Department”, to put consumers on
15 “hold for exactly 1 minute and 20 seconds” (underline in original)
16 while their information was supposedly submitted to the underwriting
17 department for approval. (Exhibit 18.)
- 18 • Fees were disguised as necessary payment for new consumer loans,
19 suggesting that such fees went to the loan not to A1. (Exhibit 19 at
20 Pg. 74.)
- 21 • Consumer complaints to A1 were myriad (Exhibit 20) such that it lost
22 its primary payment processor within five months due to excessive
23 charge back requests from consumers (Exhibit 21).
- 24 • While A1 is not actively seeking new business, it continues to provide
25 “customer service” (via contractors) to incoming calls and it continues
26 to collect monthly fees from customers.

27 BCO – No Active Location Found

28 Since formation in 2016, the BCO enterprise and its principals (Defendants
Olilang, Clores, and Kishan Bhakta (“Bhakta”)) operated their student loan relief
business from a site in Santa Ana and then a site in Placentia which they vacated in
Spring, 2022. We have not identified any current active location or operations.

Our investigation indicates that these three BCO principals essentially broke
up in Spring, 2022 and moved on – Clores to A1 in Las Vegas; Olilang to SLAC
and later to Xcel; Bhakta to an unknown location/project. While Clores cited
“burn out,” it appears that BCO simply crumbled under the weight of adverse state
regulatory actions taken against the company, changes to California laws
governing debt settlement companies, and the continuing federal moratorium on

1 student loan collection. Clores reported to us that BCO continued to pay rent on
2 the vacated space in Placentia through 2022 (which we do not believe is the case
3 based on records review), that BCO has an outstanding SBA loan, and that the
4 three principals continue to receive approximately \$5,000 each per month from
5 ongoing monthly consumer payments (residuals).

6 Our review of electronic records confirmed pervasive unlawfulness:

- 7 • DebtPayPro records confirm fees paid during or just after the initial
8 sales call (Exhibit 22) and BCO merchant processor statements show
9 the lack of any escrow accounts. (*See, e.g.*, Exhibit 23.)
- 10 • BCO sales scripts instructed agents to obtain payment information on
11 the initial call and to ask, “Would you like us to process your first
12 installment today, tomorrow, or next week.” (Exhibit 24.)
- 13 • BCO “rebuttal” sales scripts instructed agents to tell customers they
14 work hand in hand with Department of Education and that payments
15 would be placed in escrow accounts. (Exhibit 25.) BCO disguised
16 their fees by calling them “closing costs” or “transitional payments”
17 of a new loan. (Exhibit 26.)
- 18 • Sales scripts also told agents to “come back [to the call] out of breath”
19 before announcing approval into their “Student Loan Forgiveness
20 Program. (Exhibit 27 at Pg. 106.)

21 Xcel – No Active Location Found

22 Olilang formed Xcel in March, 2022, at the time BCO operations ceased
23 apparently without the knowledge of his SLAC partner Radam, ultimately setting
24 up an office at 760 N. Euclid Street, #213 in Anaheim. On April 28, 2023, I
25 telephoned the Xcel telephone number listed on its website and someone answered
26 the call and stated the business related to the “Student Loan Forgiveness Program”.
27 As such, we expected Xcel to be an operating business. However, when my team
28 arrived at the Xcel office in the afternoon of May 4, it was vacant. This suggests
operations from another site or through a partner. The website was, however, still
active and calls to the phone number on the website were directed to a voice mail.

My conversation with Olilang was limited and we did not address Xcel.

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1 Electronic records confirmed the following:

- 2 • Xcel’s DebtPayPro records confirm that initial fee was taken during or
3 soon after initial sales call and well in advance of any application to
Department of Education. (Exhibit 28.)
- 4 • Xcel’s DebtPayPro records confirm that agents emailed consumers
5 during the initial sales congratulating them on enrollment in a
6 repayment program (“Congratulations on your enrollment in the
Income-Driven Repayment (IDR) program”) well in advance of any
application. (Exhibit 29.)

7 **C. Documents/Information/Electronic Data**

8 At the SLAC site, we confirmed that the limited hard copy documents were
9 secure. The FTC’s Digital Forensics Unit obtained, under our supervision,
10 forensic images of certain selected desktop computers and Kevin Nunez’s iPhone
11 and laptop.

12 All four Receivership Entities deployed the same electronic services: Google
13 Suites for email, documents and messaging; QuickBooks for accounting; and
14 DebtPayPro for CRM. We ultimately secured the necessary admin passwords to
15 access all of these services and to remove all access by Defendants. This was not,
16 however, a seamless process as some Defendants were not fully cooperative at the
17 outset – *see* Section II(G), *infra*.

18 After we provided notice of the TRO to DebtPayPro (now owned by Forth,
19 Inc.), they suspended access to the CRM accounts.

20 **D. Asset Freeze**

21 At the time we made immediate access, my office served the notice of asset
22 freeze on banks and other financial institutions where Defendants and Receivership
23 Entities were known to maintain accounts.

24 **E. Notice to Consumers**

25 We are in the process of updating incoming telephone message on all active
26 Receivership Entities’ telephone numbers noting the suspension of operations and
27 strongly encouraging all callers (existing customers and any potential new
28 customers) to contact their student loan servicers directly.

1 We are in the process of placing notices on all active Receivership Entity
2 websites that re-routes to the Receiver’s website which contains a notice regarding
3 the FTC’s action and the suspension of operations and encourages consumers to
4 directly contact their loan servicers.

5 **F. Bond**

6 As required by TRO Section III.20, on May 11, 2023, I obtained a bond in
7 the sum of \$15,000 and filed it with the Court.

8 **G. Cooperation**

9 Defendant Brandon Clores was fully cooperative and helpful. He spoke
10 with us, provided administrative access to the BCO and A1 Google suites and
11 QuickBooks. And while it appears he minimized some aspects of his involvement
12 or the companies’ activities, he was generally forthright. Defendant Bhakta has
13 not spoken to us about operations, but he did provide assistance to our forensic
14 accountant to access accounting records.

15 Both Defendants Radam and Olilang learned of the FTC case and the
16 appointment of a receiver on the morning of May 4, shortly after immediate access.
17 However, they failed to respond to numerous outreach efforts on my part –
18 including calls, emails, texts, and letters. Finally on Sunday afternoon, May 7,
19 after I indicated that I would be forced to file an Affidavit of Non-Compliance the
20 following day without cooperation, I heard from Radam who indicated he had been
21 traveling to the Philippines. At that point, Radam provided the passwords and
22 answered questions from people on my team. In general, Radam was helpful and
23 credible.¹⁰ Finally, I heard from Olilang on Monday afternoon, May 8, as we were
24 finalizing an Affidavit of Non-Compliance and Order to Show Cause. He provided

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26 _____
27 ¹⁰ Although Radam went radio silent for several days when we needed to arrange
28 imaging the laptop computer and phone he used with the business. This caused a
serious delay and substantial effort trying to get him to be cooperative again. He
has since obtained counsel and we have made arrangements for the imaging.

1 the necessary administrative access to Xcel data. I did not attempt to interview
 2 him as he indicated he was retaining counsel.

3 **III.**

4 **ASSETS AND LIABILITIES OF RECEIVERSHIP ENTITIES**

5 **A. Bank Accounts**

6 In the brief time since the TRO was entered, we have received the following
 7 information as to frozen accounts:

Account Name	Fin'l Institution	Acct. No.	Balance Frozen
A1 Consulting LLC	Esquire Bank	8867	\$14,741.35
A1 Consulting LLC	JPMC	1738	\$5,065.87
A1 Consulting LLC	Electronic Merchant Systems	8380	\$2,526.56
BCO Consulting Services Inc.	JPMC	3777	\$231,394.28
BCO Consulting Services Inc.	Esquire Bank	1962	\$16,093.00
BCO Consulting Services Inc.	Payment Automation Network	1378	\$2,457.00
BCO Consulting Services Inc.	JPMC	7810	\$1.48
BCO Consulting Services Inc. dba Students Loan Services	Payment Automation Network	1378	\$795.00
SLA Consulting Services Inc.	Payment Automation Network		\$1,198.68
Student Loan Advocates LLC	JPMC	8766	\$12,899.37
Student Loan Advocates LLC	JPMC	7869	\$4,301.46
Student Loan Advocates LLC	Payment Automation Network	1483	\$795.00
Xcel Consulting Services, Inc.	JPMC	5077	\$9,985.78
TOTAL			\$302,254.83

1 **B. Liabilities**

2 Our financial review is ongoing, but the Initial Account Records Review,
3 Exhibit 30, indicates long-term liabilities at BCO (\$151,396) and SLAC
4 (\$137,000) – most of those are, however, loans obtained through COVID-19 relief
5 programs which may ultimately be forgiven in whole or in part.

6 **C. Accounting**

7 Our forensic accountant, Lisa Jones, is in the process of reviewing available
8 financial records, which include QuickBooks records, bank statements, and
9 merchant account statements. Based on the information available to date, she has
10 prepared a Receivership Initial Account Records Review report attached as
11 Exhibit 30. We have identified accountants who have provided bookkeeping and
12 tax preparation services for Receivership Entities in the past and will follow up
13 with them to secure additional records and tax returns.

14 That initial report provides a summary of consumer funds deposited to
15 Receivership Entities: \$7,969,418 to BCO; \$1,062,661 to SLAC; \$144,895 to A1;
16 and \$213,786 to Xcel. It is premature at this time to provide any definitive
17 calculation of net income.

18 **IV.**

19 **FUTURE STEPS TO PRESERVE AND PURSUE ASSETS**

20 The Asset Freeze is the primary tool to preserve liquid assets. We are
21 actively investigating if Receivership Entity funds were deployed to purchase
22 and/or support any personal assets of Individual Defendants and will pursue
23 clawback claims as to any such assets.

24 **V.**

25 **RECEIVERSHIP ENTITIES' STUDENT LOAN**

26 **DEBT RELIEF BUSINESS**

27 Through the immediate access process, the review of hard copy and
28 electronic records, and conversations with Defendants themselves, we have been

1 able to glean the metrics of these businesses and confirm that their student loan
2 debt relief operations were ingrained with practices prohibited by the TRO
3 (advance fees and deceptive representations).

4 As authorized by the TRO, Section III.13(t), I have suspended any active
5 student loan debt relief operations based on my determination that such operations
6 cannot be continued lawfully and profitably.

7 **A. Common Enterprise**

8 Our review confirms that Receivership Entities and the four Individual
9 Defendants operated these student loan relief businesses in a form of common
10 enterprise with overlapping ownership and nearly identical schemes.

11 Clores, Olilang, and Bhakta started the enterprise in 2016. When BCO
12 ceased active operations, but not the collection of monthly consumer payments
13 (residuals), in Spring, 2022, Clores and Olilang branched out to their own copy-cat
14 operations: Clores to A1; Olilang to SLAC (formed with Radam in 2018 as Student
15 Loan Advocates, converted to SLAC in 2021) and to Xcel.¹¹

16 The BCO model was the template for all these ventures such that they were
17 nearly identical schemes with advance fees, similar deceptive consumer
18 messaging, and common infrastructure vendors.

19 **B. Unlawful Advance Fees**

20 The Telemarketing Sales Rule (16 C.F.R. § 310, “TSR”) prohibits
21 requesting or receiving payment of any fee unless and until (A) the telemarketer
22 has settled at least one debt pursuant to an agreement executed by the customer,
23 and (B) the customer has made at least one payment pursuant to that agreement.
24 There is an escrow exception, but it is not at issue here because no escrow or trust
25 account was deployed for student loan debt relief customers.

26 ¹¹ SLAC and Xcel were nearly interchangeable as Olilang had access to both their
27 customer service platforms and granted that same dual access to SLAC employee
28 Kevin Nunez. On the morning and just prior to our immediate access to SLAC,
Nunez texted a request to Olilang asking if he could “swap” an existing Xcel
customer to SLAC. (Exhibit 31.)

1 Our review has confirmed that advance fees were a *sine qua non* of each
2 Receivership Entity’s business. *See* Immediate Access, Section II.B, *supra*.

3 Fees were collected by all Receivership Entities in advance. With some
4 variations, the standard fee structure required an upfront fee (for example, SLAC
5 initially charged most customers \$233, spread over 3-4 months, and later increased
6 their fee to \$299 for all customers). Some of the Receivership Entities charged a
7 recurring monthly recertification service fee (\$39) for the annual debtor income
8 recertification required by most student loan payment reduction plans, however
9 others did not. For those companies that charged recertification fees, they created
10 residual monthly cash flow for Defendants with no immediate benefit to the
11 customer and the payments were made well before the annual recertification was
12 actually prepared or even due.

13 For all Receivership Entities, consumer payments have been and continue to
14 be collected before the work has been completed or the customer has made a first
15 payment on a new renegotiated plan. Hence, all fees (whether characterized as part
16 of the initial application or the monthly payments for the annual recertification) are
17 unlawful and render the businesses unlawful.

18 **C. Prohibited Misrepresentations**

19 Given that the acceptance of advance fees strikes a fatal blow to the
20 lawfulness of these businesses, protracted review of the underlying sales practices
21 is not necessary to reach an overall conclusion as to lawfulness. But, our review of
22 hard copy and electronic materials (scripts, training materials, emails, sales
23 directives, and complaints) provides confirmation that deceptive sales practices
24 prohibited by the TRO are at the heart of and have been ingrained in all these
25 businesses. *See* Immediate Access, Section II.B, *supra*.

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1 **D. Can the Businesses be Operated Legally and Profitably?**

2 TRO Section III.13(t) authorizes the Receiver to suspend business
3 operations of Receivership Entities if in his judgment such operations cannot be
4 continued legally and profitably.

5 These Defendants and Receivership Entities chose to operate in a highly-
6 regulated business where advance fees are prohibited and only the most
7 circumscribed sales tactics are permitted. Escrow procedures compliant with the
8 TSR would kill cash flow and a sales process free of deception would pose epic
9 compliance challenges and extra expense. Add to that mix adverse rulings and
10 refund orders from multiple state courts and regulators, the availability of the same
11 service at no cost to consumers, and the current (and possibly future) federal
12 moratorium and/or restrictions on student loan collections. Hence I conclude that
13 these businesses cannot be operated legally and profitably.

14

15 Dated: May 12, 2023

By: /s/ Thomas W. McNamara
Thomas W. McNamara
Temporary Receiver

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