

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

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

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

**INTERCONTINENTAL
SOLUTIONS LLC, et al.,**

Defendants.

Case No. 8:23-CV-01495-
SB-JDEx

**STIPULATED ORDER
FOR PERMANENT
INJUNCTION,
MONETARY RELIEF,
AND OTHER RELIEF**

Plaintiff, the Federal Trade Commission (“FTC”), filed its Complaint for Permanent Injunction, Monetary Relief, and Other Relief (“Complaint”) pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), and Section 522(a) of the Gramm-Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6822(a), seeking permanent injunctive relief and other monetary relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), multiple provisions of the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, and Section 521(a) of the GLB Act, 15 U.S.C. § 6821(a), in connection with Defendants’ marketing and sale of student loan debt relief services. (ECF No. 1.) On August 16, 2023, on motion by the FTC, the Court entered an ex parte temporary restraining order (“TRO”) with asset freeze, appointment of a receiver, and other equitable relief against

1 Defendants. (ECF No. 20.) On August 30, 2023, the Court entered a preliminary
2 injunction against Defendants. (ECF No. 34.)

3 Now, the FTC, and Settling Defendant, by and through its undersigned
4 counsel, hereby stipulates, agrees, and moves the Court for entry of a Stipulated
5 Order for Permanent Injunction, Monetary Relief, and Other Relief (“Order”) to
6 resolve all matters in dispute in this action between them.
7

8 **THEREFORE, IT IS ORDERED** as follows:
9

10 **FINDINGS**

- 11 A. The Court has jurisdiction over this matter.
12
- 13 B. The Complaint charges that Defendants participated in deceptive acts or
14 practices in violation of Section 5(a) of the FTC Act, multiple provisions of the
15 TSR, and Section 521 of the GLB Act, in connection with Defendants’
16 marketing and sale of student loan debt relief services.
17
- 18 C. Settling Defendant neither admits nor denies any of the allegations in the
19 Complaint, except as specifically stated in this Order. Only for purposes of this
20 action, Settling Defendant admits the facts necessary to establish jurisdiction.
21
- 22 D. Settling Defendant waives any claim that it may have under the Equal Access to
23 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through
24 the date of this Order, and agrees to bear its own costs and attorney fees.
25
- 26 E. Settling Defendants waive all rights to appeal or otherwise challenge or contest
27

1 the validity of this Order.

2 F. For the avoidance of doubt, this Order does not affect the rights of non-Settling
3 Defendants to continue defending this action.

4
5 G. This Order is in the public interest.

6 **DEFINITIONS**

7 For the purpose of this Order, the following definitions apply:

8
9 A. “**Consumer**” means any Person.

10 B. “**Defendants**” means the Individual Defendants and the Corporate Defendants,
11 individually, collectively, or in any combination. “**Corporate Defendant(s)**”
12 means Intercontinental Solutions LLC, Express Enrollment LLC, and each of
13 their subsidiaries, affiliates, successors, and assigns, individually, collectively,
14 or in any combination. “**Individual Defendant(s)**” means Marco Manzi,
15 Robert Kissinger, and Ivan Esquivel, individually, collectively, or in any
16 combination. “**Settling Defendant**” means Express Enrollment LLC (along
17 with its subsidiaries, affiliates, successors, and assigns), individually,
18 collectively, or in any combination. “**Settling Corporate Defendant**” means
19 Express Enrollment LLC.
20
21
22
23

24 C. “**Person**” means a natural person, organization, or other legal entity, including a
25 corporation, partnership, proprietorship, association, cooperative, or any other
26 group or combination acting as an entity.
27

1 D. **“Receiver”** means Thomas W. McNamara.

2 E. **“Receivership Entity(ies)”** means the Settling Corporate Defendant, as well as
3 any other entity that has conducted any business related to Defendants’ student
4 loan debt relief services business, including receipt of assets derived from any
5 activity that is the subject of the Complaint in this matter, and which the
6 Receiver has reason to believe is owned or controlled in whole or in part by any
7 Settling Defendant.
8
9

10 F. **“Secured or Unsecured Debt Relief Product or Service”** means:

- 11
12 1. With respect to any mortgage, loan, debt, or obligation between a person and
13 one or more secured or unsecured creditors or debt collectors, any product,
14 service, plan, or program represented, expressly or by implication, to:
15
16 a. stop, prevent, or postpone any mortgage or deed of foreclosure sale
17 for a person’s dwelling, any other sale of collateral, any repossession
18 of a person’s dwelling or other collateral, or otherwise save a person’s
19 dwelling or other collateral from foreclosure or repossession;
20
21 b. negotiate, obtain, or arrange a modification, or renegotiate, settle,
22 reduce, or in any way alter any terms of the mortgage, loan, debt, or
23 obligation, including a reduction in the amount of interest, principal
24 balance, monthly payments, or fees owed by a person to a secured or
25 unsecured creditor or debt collector;
26
27

- 1 c. obtain any forbearance or modification in the timing of payments
2 from any secured or unsecured holder or servicer of any mortgage,
3 loan, debt, or obligation;
4
- 5 d. negotiate, obtain, or arrange any extension of the period of time
6 within which a person may (i) cure his or her default on the mortgage,
7 loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt,
8 or obligation, (iii) redeem a dwelling or other collateral, or (iv)
9 exercise any right to reinstate the mortgage, loan, debt, or obligation
10 or redeem a dwelling or other collateral;
11
- 12 e. obtain any waiver of an acceleration clause or balloon payment
13 contained in any promissory note or contract secured by any dwelling
14 or other collateral; or
15
- 16 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or other
17 collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other
18 disposition of a mortgage, loan, debt, or obligation other than a sale to
19 a third party that is not the secured or unsecured loan holder.
20
21

22 The foregoing shall include any manner of claimed assistance, including
23 auditing or examining a person's application for the mortgage, loan, debt, or
24 obligation.
25
26
27

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

- 4
- 5 a. repay one or more unsecured loans, debts, or obligations; or
 - 6 b. combine unsecured loans, debts, or obligations into one or more new
7 loans, debts, or obligations.
- 8

9 G. “**Telemarketing**” means any plan, program, or campaign which is conducted to
10 induce the purchase of goods or services or a charitable contribution, by use of
11 one or more telephones, and which involves more than one interstate telephone
12 call.
13

14 **ORDER**

15 **BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS AND**
16 **SERVICES**
17

18 **I. IT IS THEREFORE ORDERED** that Settling Defendant, whether directly
19 or indirectly, is permanently restrained and enjoined from:

20 A. Advertising, marketing, promoting, offering for sale, or selling any
21 Secured or Unsecured Debt Relief Product or Service; and

22 B. Assisting others engaged in advertising, marketing, promoting, offering
23 for sale, or selling any Secured or Unsecured Debt Relief Product or
24 Service.
25
26
27

PROHIBITED BUSINESS ACTIVITIES

1
2 **II. IT IS FURTHER ORDERED** that Settling Defendant, its officers, agents,
3 employees, and attorneys, and all other Persons in active concert or
4 participation with any of them, who receive actual notice of this Order,
5 whether acting directly or indirectly, in connection with the advertising,
6 marketing, promoting, offering for sale, or selling of any product or service,
7 are permanently restrained and enjoined from engaging in, or assisting
8 others engaged in, the following:
9
10

11
12 A. Misrepresenting, expressly or by implication:

- 13 1. Any material aspect of the nature or terms of any refund,
14 cancellation, exchange, or repurchase policy, including the
15 likelihood of a consumer obtaining a full or partial refund, or the
16 circumstances in which a full or partial refund will be granted to
17 the consumer;
18
19 2. That any Person is affiliated with, endorsed or approved by, or
20 otherwise connected to any other Person; government entity;
21 public, non-profit, or other non-commercial program; or any other
22 program;
23
24 3. The nature, expertise, position, or job title of any Person who
25 provides any product, service, plan, or program;
26
27

1 4. That the ability to improve or otherwise affect a Consumer’s credit
2 record, credit history, credit rating, or ability to obtain credit,
3 including that a Consumer’s credit record, credit history, credit
4 rating, or ability to obtain credit can be improved by permanently
5 removing negative information from the Consumer’s credit record
6 or history, even where such information is accurate and not
7 obsolete;

8 5. That a Consumer will save money; or

9 6. Any other fact material to consumers concerning any good or
10 service, such as: the total costs; any material restrictions,
11 limitations, or conditions; or any material aspect of its
12 performance, efficacy, nature, or central characteristics; or

13 B. Creating or causing to be created, directly or indirectly, a remotely
14 created payment order as payment for such product or service.
15

16
17
18
19
20 **PROHIBITION AGAINST UNSUBSTANTIATED**
21 **CLAIMS**

22 **III. IT IS FURTHER ORDERED** that Settling Defendant, its officers, agents,
23 employees, and attorneys, and all other Persons in active concert or
24 participation with any of them, who receive actual notice of this Order,
25 whether acting directly or indirectly, in connection with the advertising,
26
27

1 marketing, promoting, offering for sale, or selling of any product or service,
2 are permanently restrained and enjoined from making any representation or
3 assisting others in making any misrepresentation, expressly or by
4 implication, about the benefits, performance, or efficacy of any product or
5 service, unless the representation is non-misleading, and, at the time such
6 representation is made, that Settling Defendant possesses and relies upon
7 competent and reliable evidence that is sufficient in quality and quantity
8 based on standards generally accepted in relevant fields, when considered in
9 light of the entire body of relevant and reliable evidence, to substantiate that
10 the representation is true.
11
12
13

14 **INJUNCTION RELATING TO CONSUMER FINANCIAL INFORMATION**

15 **IV. IT IS FURTHER ORDERED** that Settling Defendant, its officers, agents,
16 employees, and attorneys, and all other Persons in active concert or
17 participation with any of them, who receive actual notice of this Order,
18 whether acting directly or indirectly are permanently restrained and enjoined
19 from:
20
21

22 A. Making any false, fictitious, or fraudulent statement or representation to
23 any Person to obtain or attempt to obtain information of a Consumer,
24 including, but not limited to, credit or debit card numbers, bank account
25 numbers and routing numbers, and consumer credit reports; or
26
27

1 B. Otherwise violating the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-
2 6809, §§ 6821-6827, a copy of which is attached.

3 **CONTINUATION OF RECEIVERSHIP**

4
5 **V. IT IS FURTHER ORDERED** that Thomas McNamara, Esq., shall
6 continue as a permanent receiver over the Receivership Entities with full
7 powers of a permanent receiver, including but not limited to those powers
8 set forth in the Stipulated Preliminary Injunction entered on August 30, 2023
9 (ECF No. 34), and including full liquidation powers. The Receiver is
10 directed to wind up the Receivership Entities and liquidate all assets within
11 365 days after entry of this Order. Any party or the Receiver may request
12 that the Court extend the Receiver’s term for good cause. Upon termination
13 of the receivership and final payment to the Receiver of all approved fees,
14 costs, and expenses, the Receiver shall turn over to the FTC or its designated
15 agent all remaining assets in the receivership estate.
16
17
18
19

20 **MONETARY JUDGMENT AND PARTIAL SUSPENSION**

21 **VI. IT IS FURTHER ORDERED** that:

22 A. Judgment in the amount of SEVEN MILLION, FOUR HUNDRED
23 THREE THOUSAND, FOUR HUNDRED FORTY-FIVE Dollars
24 (\$7,403,445) is entered in favor of the FTC against Settling Defendant as
25 monetary relief pursuant to Section 19 of the FTC Act, 15 U.S.C. § 57b,
26
27

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

for Settling Defendant’s violations of the TSR and Section 521(a) of the GLB Act. The liability of Settling Defendant for the judgment shall be joint and several with judgment against any other Defendants by separate order.

B. In partial satisfaction of the judgment entered against Settling Defendant:

1. All financial or other institutions holding accounts in the name of, on behalf of, or for the benefit of, any Receivership Entity shall, within ten (10) business days of receipt of a copy of this Order, transfer to the Receiver or his designated agent all funds, if any, in such accounts, including, but not limited to:

- a. Bank of America shall, within ten (10) business days of receipt of a copy of this Order, transfer to the Receiver or his designated agent all funds, if any, in account number xxxx5706 in the name of Express Enrollment, LLC;
- b. BankCard USA shall, within ten (10) business days of receipt of a copy of this Order, transfer to the Receiver or his designated agent all funds, if any, in account number xxxx4299 in the name of Express Enrollment, LLC;
- c. Choice Merchant Solutions shall, within ten (10) business days of receipt of a copy of this Order, transfer to the

1 Receiver or his designated agent all funds, if any, in
2 account number xxxx4166 in the name of Express
3 Enrollment, LLC;
4

5 d. Electronic Merchant Solutions shall, within ten (10)
6 business days of receipt of a copy of this Order, transfer to
7 the Receiver or his designated agent all funds, if any, in
8 account number xxxx9101 in the name of Express
9 Enrollment, LLC;
10

11 e. JP Morgan Chase Bank shall, within ten (10) business days
12 of receipt of a copy of this Order, transfer to the Receiver
13 or his designated agent all funds, if any, in account number
14 xxxx2978 in the name of Express Enrollment, LLC;
15

16 f. PayArc shall, within ten (10) business days of receipt of a
17 copy of this Order, transfer to the Receiver or his
18 designated agent all funds, if any, in account number
19 xxxx8693 in the name of Express Enrollment, LLC;
20

21 g. Greenspoon Marder shall, within ten (10) business days of
22 receipt of a copy of this Order, transfer to the Receiver or
23 his designated agent all funds, if any, that it is holding in
24 his designated agent all funds, if any, that it is holding in
25 its IOLTA or client trust account for Settling Defendant.
26
27

1 C. Upon completion of the asset transfers set forth in Sections VI.B of this
2 Order, the remainder of the judgment is suspended, subject to the
3 Subsections E, F, and G below.

4
5 D. The asset freeze is modified to permit the transfers and liquidations
6 identified in this Section. Upon completion of those transfers and
7 liquidations, the asset freeze as to Settling Defendant is dissolved.

8
9 E. The FTC's agreement to the suspension of part of the judgment is
10 expressly premised upon the truthfulness, accuracy, and completeness of
11 Defendants' sworn financial statements and related documents
12 (collectively, "financial representations") submitted to the FTC, namely:
13 (1) the Financial Statement of Individual Defendant Marco Manzi signed
14 on August 27, 2023, including the attachments; (2) the Financial
15 Statement of Individual Defendant Robert Kissinger signed on August
16 27, 2023, including the attachments; (3) the Financial Statement of
17 Individual Defendant Ivan Esquivel signed on August 27, 2023,
18 including the attachments; (4) the Financial Statement of Corporate
19 Defendant Intercontinental Solutions LLC signed by Ivan Esquivel on
20 September 1, 2023, including the attachments; and (5) the Financial
21 Statement of Corporate Defendant Express Enrollment LLC signed by
22 Marco Manzi on September 1, 2023, including the attachments.
23
24
25
26
27

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

F. The suspension of the judgment will be lifted as to any Settling Defendant if, upon motion by the FTC, the Court finds that such Settling Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.

G. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Settling Defendant in the amount specified in Subsection VI.A above (which the parties stipulate, only for purposes of this Section, represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

H. Settling Defendant relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

I. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

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

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

K. Settling Defendant acknowledges that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Settling Defendants previously submitted to the FTC, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

L. All money received by the FTC pursuant to this Order may be deposited into a fund administered by the FTC or its designee to be used for consumer relief, such as redress and any attendant expenses for the administration of any redress fund. If a representative of the FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after such redress is completed, the FTC may apply any remaining money for such related relief (including consumer information remedies) as it determines to be reasonably related to Settling Defendant's practices alleged in the Complaint. Any money not used for relief is to be deposited to the U.S. Treasury. Settling

1 Defendant has no right to challenge any actions the FTC or its
2 representatives may take pursuant to this Subsection.

3 **CUSTOMER INFORMATION**

4
5 **VII. IT IS FURTHER ORDERED** that Settling Defendant, its officers,
6 agents, employees, attorneys, and all other Persons in active concert or
7 participation with any of them, who receive actual notice of this Order, are
8 permanently restrained and enjoined from directly or indirectly:

9
10 A. Failing to provide sufficient customer information to enable the FTC to
11 efficiently administer consumer redress. Settling Defendant represents
12 that it has provided this redress information to the FTC. If a
13 representative of the FTC requests in writing any information related to
14 redress, Settling Defendant must provide it, in the form prescribed by the
15 FTC, within 14 days.

16
17
18 B. Disclosing, using, or benefitting from customer information, including
19 the name, address, telephone number, email address, social security
20 number, FSA ID, other identifying information, or any data that enables
21 access to a customer's account (including a student loan account, credit
22 card, bank account, or other financial account) that any Defendant
23 obtained prior to entry of this Order in connection with the marketing or
24 sale of Secured or Unsecured Debt Relief Products or Services; and
25
26
27

1 C. Failing to destroy such customer information in all forms in their
2 possession, custody, or control within 30 days after receipt of written
3 direction to do so from a representative of the FTC.
4

5 D. Provided, however, that customer information need not be disposed of,
6 and may be disclosed, to the extent requested by a government agency or
7 required by law, regulation, or court order.
8

9 **COOPERATION**

10 **VIII. IT IS FURTHER ORDERED** that Settling Defendant must fully
11 cooperate with representatives of the Commission in this case and in any
12 investigation related to or associated with the transactions or occurrences
13 that are the subject of the Complaint. Settling Defendant must provide
14 truthful and complete information, evidence, and testimony. Settling
15 Corporate Defendant must cause Settling Defendant's officers,
16 employees, representatives, or agents to appear for interviews, discovery,
17 hearings, trials, and any other proceedings that a Commission
18 representative may reasonably request upon 5 days written notice, or
19 other reasonable notice, at such places and times as a Commission
20 representative may designate, without the service of a subpoena.
21
22
23
24
25
26
27

ORDER ACKNOWLEDGMENTS

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

IX. IT IS FURTHER ORDERED that Settling Defendant obtain acknowledgments of receipt of this Order:

A. Settling Defendant, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 20 years after entry of this Order, Settling Corporate Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for Secured or Unsecured Debt Relief Products or Services, and all agents and representatives who participate in the Secured or Unsecured Debt Relief Products or Services; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which Settling Defendant delivered a copy of this Order, Settling Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

COMPLIANCE REPORTING

X. IT IS FURTHER ORDERED that Settling Defendant make timely submissions to the Commission:

A. One year after entry of this Order, Settling Defendant must submit a compliance report, sworn under penalty of perjury:

1. Settling Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the FTC may use to communicate with Settling Defendant; (b) identify all of that Settling Defendant’s businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant; (d) describe in detail whether and how that Settling Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the FTC.
2. Additionally, Settling Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including

1 any business for which such Settling Defendant performs services
2 whether as an employee or otherwise and any entity in which such
3 Settling Defendant has any ownership interest; and (c) describe in
4 detail such Settling Defendant's involvement in each such business,
5 including title, role, responsibilities, participation, authority, control,
6 and any ownership.
7
8

9 B. For 20 years after entry of this Order, Settling Defendant must submit a
10 compliance notice, sworn under penalty of perjury, within 14 days of any
11 change in the following:
12

- 13 1. Settling Defendant must report any change in: (a) any designated
14 point of contact; or (b) the structure of Settling Corporate Defendant
15 or any entity that Settling Defendant has any ownership interest in or
16 controls directly or indirectly that may affect compliance obligations
17 arising under this Order, including: creation, merger, sale, or
18 dissolution of the entity or any subsidiary, parent, or affiliate that
19 engages in any acts or practices subject to this Order.
20
- 21 2. Additionally, Settling Defendant must report any change in: (a) name,
22 including aliases or fictitious name, or residence address; or (b) title or
23 role in any business activity, including any business for which such
24 Settling Defendant performs services whether as an employee or
25
26
27

1 otherwise and any entity in which such Settling Defendant has any
2 ownership interest, and identify the name, physical address, and any
3 Internet address of the business or entity.
4

5 C. Settling Defendant must submit to the FTC notice of the filing of any
6 bankruptcy petition, insolvency proceeding, or similar proceeding by or
7 against such Settling Defendant within 14 days of its filing.
8

9 D. Any submission to the FTC required by this Order to be sworn under
10 penalty of perjury must be true and accurate and comply with 28 U.S.C. §
11 1746, such as by concluding: “I declare under penalty of perjury under
12 the laws of the United States of America that the foregoing is true and
13 correct. Executed on: _____” and supplying the date, signatory’s full
14 name, title (if applicable), and signature.
15
16

17 E. Unless otherwise directed by a FTC representative in writing, all
18 submissions to the FTC pursuant to this Order must be emailed to
19 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal
20 Service) to: Associate Director for Enforcement, Bureau of Consumer
21 Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,
22 Washington, DC 20580. The subject line must begin: FTC v.
23
24 Intercontinental Solutions LLC, *et al.*, X230038.
25
26
27

RECORDKEEPING

1
2 **XI. IT IS FURTHER ORDERED** that Settling Defendant must create
3 certain records for 20 years after entry of the Order, and retain each such
4 record for 5 years. Specifically, Settling Defendant for any business that
5 Settling Defendant, individually or collectively with any other
6 Defendants, is a majority owner or controls directly or indirectly, must
7 create and retain the following records:
8
9

- 10 A. accounting records showing the revenues from all goods or services sold;
11
12 B. personnel records showing, for each Person providing services, whether
13 as an employee or otherwise, that Person's: name; addresses; telephone
14 numbers; job title or position; dates of service; and (if applicable) the
15 reason for termination;
16
17 C. records of all consumer complaints and refund requests, whether received
18 directly or indirectly, such as through a third party, and any response;
19
20 D. all records necessary to demonstrate full compliance with each provision
21 of this Order, including all submissions to the FTC; and
22
23 E. a copy of each unique advertisement or other marketing material.
24
25
26
27

COMPLIANCE MONITORING

XII. IT IS FURTHER ORDERED that, for the purpose of monitoring Settling Defendant’s compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

- A. Within 14 days of receipt of a written request from a representative of the FTC, Settling Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The FTC is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- B. For matters concerning this Order, the FTC is authorized to communicate directly with Settling Defendant. Settling Defendant must permit representatives of the FTC to interview any employee or other Person affiliated with any Settling Defendant who has agreed to such an interview. The Person interviewed may have counsel present.
- C. The FTC may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to

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

Settling Defendant or any individual or entity affiliated with Settling Defendant, without the necessity of identification or prior notice. Nothing in this Order limits the FTC’s lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

D. Upon written request from a representative of the FTC, any consumer reporting agency must furnish consumer reports concerning Settling Individual Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

RETENTION OF JURISDICTION

XIII. IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

IT IS SO ORDERED.

Dated: February 16, 2024



Stanley Blumenfeld, Jr.
United States District Judge