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**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 Defendants, by and through their undersigned
4 counsel, hereby stipulate, agree, and move the Court for entry of a
5 Stipulated Order for Permanent Injunction, Monetary Relief, and Other Relief
6 (“Order”) to resolve all matters in dispute in this action between them.
7

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

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 Defendants neither admit nor deny any of the allegations in the
19 Complaint, except as specifically stated in this Order. Only for purposes of this
20 action, Settling Defendants admit the facts necessary to establish jurisdiction.
- 21
- 22 D. Settling Defendants waive any claim that they may have under the Equal
23 Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this
24 action through the date of this Order, and agree to bear their own costs and
25 attorney fees.
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1 E. Settling Defendants waive all rights to appeal or otherwise challenge or contest
2 the validity of this Order.

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

5 G. This Order is in the public interest.

6
7 **DEFINITIONS**

8
9 For the purpose of this Order, the following definitions apply:

10 A. **“Consumer”** means any Person.

11 B. **“Defendants”** means the Individual Defendants and the Corporate Defendants,
12 individually, collectively, or in any combination. **“Corporate Defendant(s)”**
13 means Intercontinental Solutions LLC, Express Enrollment LLC, and each of
14 their subsidiaries, affiliates, successors, and assigns, individually, collectively,
15 or in any combination. **“Individual Defendant(s)”** means Marco Manzi,
16 Robert Kissinger, and Ivan Esquivel, individually, collectively, or in any
17 combination. **“Settling Defendant(s)”** means Robert Kissinger, Ivan Esquivel,
18 and Intercontinental Solutions LLC (along with its subsidiaries, affiliates,
19 successors, and assigns), individually, collectively, or in any combination.
20 **“Settling Individual Defendant(s)”** means Robert Kissinger and Ivan
21 Esquivel, individually, collectively, or in any combination. **“Settling**
22 **Corporate Defendant”** means Intercontinental Solutions LLC.
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1 C. **“Person”** means a natural person, organization, or other legal entity, including a
2 corporation, partnership, proprietorship, association, cooperative, or any other
3 group or combination acting as an entity.
4

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

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

15 1. With respect to any mortgage, loan, debt, or obligation between a person and
16 one or more secured or unsecured creditors or debt collectors, any product,
17 service, plan, or program represented, expressly or by implication, to:
18

19 a. stop, prevent, or postpone any mortgage or deed of foreclosure sale
20 for a person’s dwelling, any other sale of collateral, any repossession
21 of a person’s dwelling or other collateral, or otherwise save a person’s
22 dwelling or other collateral from foreclosure or repossession;
23

24 b. negotiate, obtain, or arrange a modification, or renegotiate, settle,
25 reduce, or in any way alter any terms of the mortgage, loan, debt, or
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1 obligation, including a reduction in the amount of interest, principal
2 balance, monthly payments, or fees owed by a person to a secured or
3 unsecured creditor or debt collector;

- 4
- 5 c. obtain any forbearance or modification in the timing of payments
6 from any secured or unsecured holder or servicer of any mortgage,
7 loan, debt, or obligation;
- 8
- 9 d. negotiate, obtain, or arrange any extension of the period of time
10 within which a person may (i) cure his or her default on the mortgage,
11 loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt,
12 or obligation, (iii) redeem a dwelling or other collateral, or (iv)
13 exercise any right to reinstate the mortgage, loan, debt, or obligation
14 or redeem a dwelling or other collateral;
- 15
- 16 e. obtain any waiver of an acceleration clause or balloon payment
17 contained in any promissory note or contract secured by any dwelling
18 or other collateral; or
- 19
- 20
- 21 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or other
22 collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other
23 disposition of a mortgage, loan, debt, or obligation other than a sale to
24 a third party that is not the secured or unsecured loan holder.
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1 The foregoing shall include any manner of claimed assistance, including
2 auditing or examining a person’s application for the mortgage, loan, debt, or
3 obligation.
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5 2. With respect to any loan, debt, or obligation between a person and one or
6 more unsecured creditors or debt collectors, any product, service, plan, or
7 program represented, expressly or by implication, to:
8

- 9 a. repay one or more unsecured loans, debts, or obligations; or
- 10 b. combine unsecured loans, debts, or obligations into one or more new
11 loans, debts, or obligations.
12

13 G. “**Telemarketing**” means any plan, program, or campaign which is conducted to
14 induce the purchase of goods or services or a charitable contribution, by use of
15 one or more telephones, and which involves more than one interstate telephone
16 call.
17

18 **ORDER**

19 **BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS AND**
20 **SERVICES**
21

22 **I. IT IS THEREFORE ORDERED** that Settling Defendants, whether
23 directly or indirectly, are permanently restrained and enjoined from:
24

- 25 A. Advertising, marketing, promoting, offering for sale, or selling any
26 Secured or Unsecured Debt Relief Product or Service; and
27

1 B. Assisting others engaged in advertising, marketing, promoting, offering
2 for sale, or selling any Secured or Unsecured Debt Relief Product or
3 Service.
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5 **PROHIBITED BUSINESS ACTIVITIES**

6 **II. IT IS FURTHER ORDERED** that Settling Defendants, their officers,
7 agents, employees, and attorneys, and all other Persons in active concert or
8 participation with any of them, who receive actual notice of this Order,
9 whether acting directly or indirectly, in connection with the advertising,
10 marketing, promoting, offering for sale, or selling of any product or service,
11 are permanently restrained and enjoined from engaging in, or assisting
12 others engaged in, the following:
13

14 A. Misrepresenting, expressly or by implication:
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- 16
- 17 1. Any material aspect of the nature or terms of any refund,
18 cancellation, exchange, or repurchase policy, including the
19 likelihood of a consumer obtaining a full or partial refund, or the
20 circumstances in which a full or partial refund will be granted to
21 the consumer;
22
 - 23 2. That any Person is affiliated with, endorsed or approved by, or
24 otherwise connected to any other Person; government entity;
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1 public, non-profit, or other non-commercial program; or any other
2 program;

3 3. The nature, expertise, position, or job title of any Person who
4 provides any product, service, plan, or program;

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

13
14 5. That a Consumer will save money; or

15
16 6. Any other fact material to consumers concerning any good or
17 service, such as: the total costs; any material restrictions,
18 limitations, or conditions; or any material aspect of its
19 performance, efficacy, nature, or central characteristics; or
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22 B. Creating or causing to be created, directly or indirectly, a remotely
23 created payment order as payment for such product or service.
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**PROHIBITION AGAINST UNSUBSTANTIATED
CLAIMS**

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3 **III. IT IS FURTHER ORDERED** that Settling Defendants, their officers,
4 agents, employees, and attorneys, and all other Persons in active concert or
5 participation with any of them, who receive actual notice of this Order,
6 whether acting directly or indirectly, in connection with the advertising,
7 marketing, promoting, offering for sale, or selling of any product or service,
8 are permanently restrained and enjoined from making any representation or
9 assisting others in making any misrepresentation, expressly or by
10 implication, about the benefits, performance, or efficacy of any product or
11 service, unless the representation is non-misleading, and, at the time such
12 representation is made, that Settling Defendant possesses and relies upon
13 competent and reliable evidence that is sufficient in quality and quantity
14 based on standards generally accepted in relevant fields, when considered in
15 light of the entire body of relevant and reliable evidence, to substantiate that
16 the representation is true.
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22 **INJUNCTION RELATING TO CONSUMER FINANCIAL INFORMATION**

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

- 3 A. Making any false, fictitious, or fraudulent statement or representation to
4 any Person to obtain or attempt to obtain information of a Consumer,
5 including, but not limited to, credit or debit card numbers, bank account
6 numbers and routing numbers, and consumer credit reports; or
7
8 B. Otherwise violating the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-
9 6809, §§ 6821-6827, a copy of which is attached.
10

11 **CONTINUATION OF RECEIVERSHIP**

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

VI. IT IS FURTHER ORDERED that:

A. Judgment in the amount of SEVEN MILLION, FOUR HUNDRED THREE THOUSAND, FOUR HUNDRED FORTY-FIVE Dollars (\$7,403,445) is entered in favor of the FTC against Settling Defendants, jointly and severally, as monetary relief pursuant to Section 19 of the FTC Act, 15 U.S.C. § 57b, for Settling Defendants' violations of the TSR and Section 521(a) of the GLB Act.

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

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. 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 xxxx2616 in the name of Intercontinental Solutions, LLC;

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- b. JP Morgan Chase Bank 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 xxxx3372 in the name of Intercontinental Solutions, LLC;
- c. Wells Fargo Bank 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 xxxx1373 in the name of Intercontinental Solutions, LLC;
- d. Greenspoon Marder 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, that it is holding in its IOLTA or client trust account for Settling Defendants;

- 2. Wells Fargo Bank, N.A. shall, within 10 days of receipt of a copy of this Order, transfer to the FTC or its designated agent all holdings in account number xxxx8916 in the name of Robert Kissinger or Kissinger Consulting;
- 3. Defendant Ivan Esquivel shall, within twenty (20) days after the date of entry of this Order, either (a) transfer to the FTC or its designated agent cash in the amount of \$4,400 *or* (b) transfer to the Receiver title to the 2018 Toyota C-HR listed on his financial

1 statement, in which case Settling Defendants shall cooperate fully
2 with the Receiver and shall execute any instrument or document
3 presented by the Receiver, and do whatever else the Receiver
4 deems necessary or desirable to effect such transfer. Upon such
5 transfer, the 2018 Toyota C-HR shall be an asset of the
6 receivership estate, to be governed by Section V of this Order.
7

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9 C. Upon completion of the asset transfers set forth in Sections VI.B of this
10 Order, the remainder of the judgment is suspended, subject to the
11 Subsections E, F, and G below.
12

13 D. The asset freeze is modified to permit the transfers and liquidations
14 identified in this Section. Upon completion of those transfers and
15 liquidations, the asset freeze as to Settling Defendants is dissolved.
16

17 E. The FTC's agreement to the suspension of part of the judgment is
18 expressly premised upon the truthfulness, accuracy, and completeness of
19 Defendants' sworn financial statements and related documents
20 (collectively, "financial representations") submitted to the FTC, namely:
21 (1) the Financial Statement of Individual Defendant Marco Manzi signed
22 on August 27, 2023, including the attachments; (2) the Financial
23 Statement of Individual Defendant Robert Kissinger signed on August
24 27, 2023, including the attachments; (3) the Financial Statement of
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1 Individual Defendant Ivan Esquivel signed on August 27, 2023,
2 including the attachments; (4) the Financial Statement of Corporate
3 Defendant Intercontinental Solutions LLC signed by Ivan Esquivel on
4 September 1, 2023, including the attachments; and (5) the Financial
5 Statement of Corporate Defendant Express Enrollment LLC signed by
6 Marco Manzi on September 1, 2023, including the attachments.
7
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9 F. The suspension of the judgment will be lifted as to any Settling
10 Defendant if, upon motion by the FTC, the Court finds that such Settling
11 Defendant failed to disclose any material asset, materially misstated the
12 value of any asset, or made any other material misstatement or omission
13 in the financial representations identified above.
14

15 G. If the suspension of the judgment is lifted, the judgment becomes
16 immediately due as to that Settling Defendant in the amount specified in
17 Subsection VI.A above (which the parties stipulate, only for purposes of
18 this Section, represents the consumer injury alleged in the Complaint),
19 less any payment previously made pursuant to this Section, plus interest
20 computed from the date of entry of this Order.
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23 H. Settling Defendants relinquish dominion and all legal and equitable right,
24 title, and interest in all assets transferred pursuant to this Order and may
25 not seek the return of any assets.
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- 1 I. The facts alleged in the Complaint will be taken as true, without further
2 proof, in any subsequent civil litigation by or on behalf of the FTC,
3 including in a proceeding to enforce its rights to any payment or
4 monetary judgment pursuant to this Order, such as a nondischargeability
5 complaint in any bankruptcy case.
6
- 7 J. The facts alleged in the Complaint establish all elements necessary to
8 sustain an action by the FTC pursuant to Section 523(a)(2)(A) of the
9 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have
10 collateral estoppel effect for such purposes.
11
- 12 K. Settling Defendants acknowledge that their Taxpayer Identification
13 Numbers (Social Security Numbers or Employer Identification
14 Numbers), which Settling Defendants previously submitted to the FTC,
15 may be used for collecting and reporting on any delinquent amount
16 arising out of this Order, in accordance with 31 U.S.C. §7701.
17
- 18 L. All money received by the FTC pursuant to this Order may be deposited
19 into a fund administered by the FTC or its designee to be used for
20 consumer relief, such as redress and any attendant expenses for the
21 administration of any redress fund. If a representative of the FTC
22 decides that direct redress to consumers is wholly or partially
23 impracticable or money remains after such redress is completed, the FTC
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1 may apply any remaining money for such related relief (including
2 consumer information remedies) as it determines to be reasonably related
3 to Settling Defendants’ practices alleged in the Complaint. Any money
4 not used for relief is to be deposited to the U.S. Treasury. Settling
5 Defendants have no right to challenge any actions the FTC or its
6 representatives may take pursuant to this Subsection.
7

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9 **CUSTOMER INFORMATION**

10 **VII. IT IS FURTHER ORDERED** that Settling Defendants, their officers,
11 agents, employees, attorneys, and all other Persons in active concert or
12 participation with any of them, who receive actual notice of this Order, are
13 permanently restrained and enjoined from directly or indirectly:
14

15 A. Failing to provide sufficient customer information to enable the FTC to
16 efficiently administer consumer redress. Settling Defendants represent
17 that they have provided this redress information to the FTC. If a
18 representative of the FTC requests in writing any information related to
19 redress, Settling Defendants must provide it, in the form prescribed by
20 the FTC, within 14 days.
21

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

5
6 C. Failing to destroy such customer information in all forms in their
7 possession, custody, or control within 30 days after receipt of written
8 direction to do so from a representative of the FTC.

9
10 D. Provided, however, that customer information need not be disposed of,
11 and may be disclosed, to the extent requested by a government agency or
12 required by law, regulation, or court order.

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14 **COOPERATION**

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16 **VIII. IT IS FURTHER ORDERED** that Settling Defendants must fully
17 cooperation with representatives of the Commission in this case and in
18 any investigation related to or associated with the transactions or
19 occurrences that are the subject of the Complaint. Settling Defendants
20 must provide truthful and complete information, evidence, and testimony.
21 Settling Individual Defendants must appear and Settling Corporate
22 Defendant must cause Settling Defendants' officers, employees,
23 representatives, or agents to appear for interviews, discovery, hearings,
24 trials, and any other proceedings that a Commission representative may
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1 reasonably request upon 5 days written notice, or other reasonable notice,
2 at such places and times as a Commission representative may designate,
3 without the service of a subpoena.
4

5 **ORDER ACKNOWLEDGMENTS**

6 **IX. IT IS FURTHER ORDERED** that Settling Defendants obtain
7 acknowledgments of receipt of this Order:
8

9 A. Each Settling Defendant, within 7 days of entry of this Order, must
10 submit to the FTC an acknowledgment of receipt of this Order sworn
11 under penalty of perjury.
12

13 B. For 20 years after entry of this Order, each Settling Individual Defendant
14 for any business that such Settling Defendant, individually or collectively
15 with any other Defendants, is the majority owner or controls directly or
16 indirectly, and Settling Corporate Defendant, must deliver a copy of this
17 Order to: (1) all principals, officers, directors, and LLC managers and
18 members; (2) all employees having managerial responsibilities for
19 Secured or Unsecured Debt Relief Products or Services, and all agents
20 and representatives who participate in the Secured or Unsecured Debt
21 Relief Products or Services; and (3) any business entity resulting from
22 any change in structure as set forth in the Section titled Compliance
23 Reporting. Delivery must occur within 7 days of entry of this Order for
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1 current personnel. For all others, delivery must occur before they assume
2 their responsibilities.

3 C. From each individual or entity to which a Settling Defendant delivered a
4 copy of this Order, that Settling Defendant must obtain, within 30 days, a
5 signed and dated acknowledgment of receipt of this Order.
6

7 **COMPLIANCE REPORTING**

8
9 **X. IT IS FURTHER ORDERED** that Settling Defendants make timely
10 submissions to the Commission:

11
12 A. One year after entry of this Order, each Settling Defendant must submit a
13 compliance report, sworn under penalty of perjury:

14 1. Each Settling Defendant must: (a) identify the primary physical,
15 postal, and email address and telephone number, as designated points
16 of contact, which representatives of the FTC may use to communicate
17 with Settling Defendant; (b) identify all of that Settling Defendant's
18 businesses by all of their names, telephone numbers, and physical,
19 postal, email, and Internet addresses; (c) describe the activities of each
20 business, including the goods and services offered, the means of
21 advertising, marketing, and sales, and the involvement of any other
22 Defendant (which the Settling Individual Defendants must describe if
23 they know or should know due to their own involvement); (d)
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1 describe in detail whether and how that Settling Defendant is in
2 compliance with each Section of this Order; and (e) provide a copy of
3 each Order Acknowledgment obtained pursuant to this Order, unless
4 previously submitted to the FTC.
5

- 6 2. Additionally, each Settling Individual Defendant must: (a) identify all
7 telephone numbers and all physical, postal, email and Internet
8 addresses, including all residences; (b) identify all business activities,
9 including any business for which such Settling Defendant performs
10 services whether as an employee or otherwise and any entity in which
11 such Settling Defendant has any ownership interest; and (c) describe
12 in detail such Settling Defendant's involvement in each such business,
13 including title, role, responsibilities, participation, authority, control,
14 and any ownership.
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18 B. For 20 years after entry of this Order, each Settling Defendant must
19 submit a compliance notice, sworn under penalty of perjury, within 14
20 days of any change in the following:
21

- 22 1. Each Settling Defendant must report any change in: (a) any designated
23 point of contact; or (b) the structure of Settling Corporate Defendant
24 or any entity that any Settling Defendant has any ownership interest in
25 or controls directly or indirectly that may affect compliance
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1 obligations arising under this Order, including: creation, merger, sale,
2 or dissolution of the entity or any subsidiary, parent, or affiliate that
3 engages in any acts or practices subject to this Order.
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5 2. Additionally, each Settling Individual Defendant must report any
6 change in: (a) name, including aliases or fictitious name, or residence
7 address; or (b) title or role in any business activity, including any
8 business for which such Settling Defendant performs services whether
9 as an employee or otherwise and any entity in which such Settling
10 Defendant has any ownership interest, and identify the name, physical
11 address, and any Internet address of the business or entity.
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14 C. Each Settling Defendant must submit to the FTC notice of the filing of
15 any bankruptcy petition, insolvency proceeding, or similar proceeding by
16 or against such Settling Defendant within 14 days of its filing.
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18 D. Any submission to the FTC required by this Order to be sworn under
19 penalty of perjury must be true and accurate and comply with 28 U.S.C. §
20 1746, such as by concluding: “I declare under penalty of perjury under
21 the laws of the United States of America that the foregoing is true and
22 correct. Executed on: _____” and supplying the date, signatory’s full
23 name, title (if applicable), and signature.
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26 E. Unless otherwise directed by a FTC representative in writing, all
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1 submissions to the FTC pursuant to this Order must be emailed to
2 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal
3 Service) to: Associate Director for Enforcement, Bureau of Consumer
4 Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,
5 Washington, DC 20580. The subject line must begin: FTC v.
6 Intercontinental Solutions LLC, *et al.*, X230038.
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9 **RECORDKEEPING**

10 **XI. IT IS FURTHER ORDERED** that Settling Defendants must create
11 certain records for 20 years after entry of the Order, and retain each such
12 record for 5 years. Specifically, each Settling Defendant for any business
13 that such Settling Defendant, individually or collectively with any other
14 Defendants, is a majority owner or controls directly or indirectly, must
15 create and retain the following records:
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- 18 A. accounting records showing the revenues from all goods or services sold;
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20 B. personnel records showing, for each Person providing services, whether
21 as an employee or otherwise, that Person's: name; addresses; telephone
22 numbers; job title or position; dates of service; and (if applicable) the
23 reason for termination;
24
25 C. records of all consumer complaints and refund requests, whether received
26 directly or indirectly, such as through a third party, and any response;
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- 1 D. all records necessary to demonstrate full compliance with each provision
2 of this Order, including all submissions to the FTC; and
3 E. a copy of each unique advertisement or other marketing material.
4

5 **COMPLIANCE MONITORING**

6 **XII. IT IS FURTHER ORDERED** that, for the purpose of monitoring
7 Settling Defendants' compliance with this Order, including the financial
8 representations upon which part of the judgment was suspended and any
9 failure to transfer any assets as required by this Order:
10

- 11 A. Within 14 days of receipt of a written request from a representative of the
12 FTC, each Settling Defendant must: submit additional compliance
13 reports or other requested information, which must be sworn under
14 penalty of perjury; appear for depositions; and produce documents for
15 inspection and copying. The FTC is also authorized to obtain discovery,
16 without further leave of court, using any of the procedures prescribed by
17 Federal Rules of Civil Procedure 29, 30 (including telephonic
18 depositions), 31, 33, 34, 36, 45, and 69.
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20 B. For matters concerning this Order, the FTC is authorized to communicate
21 directly with each Settling Defendant. Settling Defendants must permit
22 representatives of the FTC to interview any employee or other Person
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1 affiliated with any Settling Defendant who has agreed to such an
2 interview. The Person interviewed may have counsel present.

3 C. The FTC may use all other lawful means, including posing, through its
4 representatives as consumers, suppliers, or other individuals or entities, to
5 Settling Defendants or any individual or entity affiliated with Settling
6 Defendants, without the necessity of identification or prior notice.

7
8 Nothing in this Order limits the FTC’s lawful use of compulsory process,
9 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

10 D. Upon written request from a representative of the FTC, any consumer
11 reporting agency must furnish consumer reports concerning Settling
12 Individual Defendants, pursuant to Section 604(1) of the Fair Credit
13 Reporting Act, 15 U.S.C. §1681b(a)(1).
14
15
16

17 **RETENTION OF JURISDICTION**

18 **XIII. IT IS FURTHER ORDERED** that this Court retains jurisdiction of this
19 matter for purposes of construction, modification, and enforcement of this
20 Order.
21

22 **IT IS SO ORDERED.**

23
24 Dated: February 16, 2024



25 _____
26 Stanley Blumenfeld, Jr.
27 United States District Judge