

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.

**PANDA BENEFIT SERVICES,  
LLC, et al.,**

Defendants.

Case No. 8:24-cv-01386-CAS-RAOx

**DEFAULT JUDGMENT AND  
ORDER FOR PERMANENT  
INJUNCTION AS TO  
DEFENDANTS PUBLIC  
PROCESSING LLC, QUICK  
START SERVICES, LLC, AND  
SIGNATURE PROCESSING  
SERVICES, INC.**

Plaintiff, the Federal Trade Commission (“FTC”), commenced this civil action on June 24, 2024, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. § 6105(b), and Section 522(a) of the Gramm-Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6822(a). (ECF No. 1.) On June 24, 2024, on motion by the FTC, the Court entered an ex parte temporary restraining order, asset freeze, appointment of a receiver, and other equitable relief against Defendants (“TRO”). (ECF No. 29.) On July 8, 2024, after a hearing on an order to show cause, the Court entered a Preliminary Injunction (“PI”) against Defendants. (ECF No. 48.)

On March 12, 2025, pursuant to Federal Rule of Civil Procedure 55(a), the

1 Clerk of Court entered default against Defendants Public Processing Services LLC,  
2 Quick Start Services, LLC, and Signature Processing Services, Inc. (“Defaulting  
3 Defendants”). (ECF No. 84.) The FTC has now moved this Court for entry of a  
4 judgment by default and permanent injunction, pursuant to Federal Rule of Civil  
5 Procedure 55(b)(2), against the Defaulting Defendants. The Court, having considered  
6 the memoranda and exhibits filed in support of said motion, and all other pleadings  
7 and files in this action, and now being fully advised in the premises, **GRANTS** the  
8  
9  
10 FTC’s motion and makes the following findings of law and fact.

### 11 12 **FINDINGS**

13  
14 1. The FTC brings this action pursuant to Sections 13(b) and 19 of the FTC Act,  
15 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the Telemarketing Act, 15 U.S.C. §  
16 6105(b), and Section 522(a) of the GLB Act, 15 U.S.C. § 6822(a). The FTC  
17 seeks both permanent injunctive and monetary relief for deceptive and unlawful  
18 acts and practices in violation of Section 5(a) of the FTC Act”), 15 U.S.C. §  
19 45(a), multiple provisions of the FTC’s Telemarketing Sales Rule (“TSR”), 16  
20 C.F.R. Part 310, Section 521 of the GLB Act, 15 U.S.C. § 6821, and the FTC’s  
21 Trade Regulation Rule on Impersonation of Government and Businesses  
22 (“Impersonation Rule”), 16 C.F.R. Part 461, by the Defaulting Defendants in  
23  
24  
25  
26 connection with the marketing and sale of student loan debt relief services.  
27

- 1 2. The FTC has authority under Sections 13(b) and 19 of the FTC Act, 15 U.S.C.  
2 §§ 53(b) and 57b, Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b),  
3 and Section 522(a) of the GLB Act, 15 U.S.C. § 6822(a), to seek the relief it has  
4 requested, and the Complaint states a claim upon which relief can be granted  
5 against the Default Defendants.  
6
- 7 3. This Court has jurisdiction over the subject matter of this action and personal  
8 jurisdiction over the Defaulting Defendants pursuant to 28 U.S.C. §§ 1331,  
9 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, 6105(b), and 6822(a).  
10 Venue in the Central District of California is proper under 15 U.S.C. § 53(b)  
11 and 28 U.S.C. §§ 1391(b) and (c).  
12
- 13 4. On June 26, 2024, Defendants Quick Start Services, LLC and Signature  
14 Processing Services, Inc. were properly served with a copy of the Complaint  
15 and Summons. (ECF Nos. 39, 41.)  
16
- 17 5. On June 27, 2024, Defendant Public Processing Services LLC was properly  
18 served with a copy of the Complaint and Summons. (ECF No. 38.)  
19
- 20 6. The time within which the Defaulting Defendants could answer, plead, or  
21 otherwise defend against the Complaint has expired.  
22
- 23 7. The time for the Defaulting Defendants to answer, plead, or otherwise defend  
24 against the Complaint has not been extended.  
25
- 26 8. The Court is not aware that any Defaulting Defendant has filed for bankruptcy.  
27

1 9. None of the Defaulting Defendants have filed an answer or otherwise responded  
2 to the Complaint.

3 10. The Clerk of Court entered the Defaulting Defendants' default on March 12,  
4 2025. (ECF No. 84.)

5 11. Because of the Defaulting Defendants' default, the allegations in the Complaint  
6 filed in this action are taken as true.

7  
8  
9 12. The FTC is an agency of the United States Government created by the FTC Act,  
10 which authorizes the FTC to commence this district court civil action by its own  
11 attorneys. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act,  
12 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
13 affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C.  
14 §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated and  
15 enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive  
16 telemarketing acts or practices in or affecting commerce. The FTC also  
17 enforces the GLB Act, 15 U.S.C. §§ 6821-27, which prohibits any person from  
18 obtaining or attempting to obtain customer information of a financial institution  
19 relating to another person by making a false, fictitious, or fraudulent statement  
20 or representation to a customer of a financial institution. The FTC also enforces  
21 the Impersonation Rule, 16 C.F.R. Part 461, which prohibits the impersonation  
22 of the government and businesses.  
23  
24  
25  
26  
27

1 13. Defendant Public Processing Services LLC is a Nevada limited liability  
2 company with a principal place of business at 501 S Rancho Dr. Suite D20  
3 PMB 1043, Las Vegas, NV 89101. Public Processing Services transacts or has  
4 transacted business in this district and throughout the United States. At all  
5 times relevant to the Complaint, acting alone or in concert with others, Public  
6 Processing Services has advertised, marketed, distributed, or sold student loan  
7 debt relief services to consumers throughout the United States.  
8  
9

10 14. Defendant Quick Start Services, LLC is a California limited liability company  
11 with a principal place of business at 6 Centerpointe Drive, Suite 700, La Palma,  
12 CA 90623. Quick Start Services transacts or has transacted business in this  
13 district and throughout the United States. At all times relevant to the  
14 Complaint, acting alone or in concert with others, Quick Start Services has  
15 advertised, marketed, distributed, or sold student loan debt relief services to  
16 consumers throughout the United States.  
17  
18

19 15. Defendant Signature Processing Services, Inc. is a Nevada corporation with a  
20 principal place of business at 3753 Howard Hughes Parkway Suite 200 #1221,  
21 Las Vegas, NV 89169. Signature Processing Services transacts or has  
22 transacted business in this district and throughout the United States. At all  
23 times relevant to the Complaint, acting alone or in concert with others,  
24  
25  
26  
27

1 Signature Processing Services has advertised, marketed, distributed, or sold  
2 student loan debt relief services to consumers throughout the United States.

3 16. The Defaulting Defendants, together with the other corporate Defendants, have  
4 operated as a common enterprise while engaging in the unlawful acts and  
5 practices described below. They have conducted the business practices  
6 described in the Complaint through an interrelated network of companies that  
7 have common ownership, officers, business functions, employees, managers,  
8 and office locations, and that commingled funds. Because they have operated  
9 as a common enterprise, each Defaulting Defendant is liable for the acts and  
10 practices described below.  
11  
12  
13

14 17. At all times relevant to the Complaint, the Defaulting Defendants have  
15 maintained a substantial course of trade in or affecting commerce, as  
16 “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.  
17

18 18. Defendants have deceived consumers, many of whom were low-income  
19 borrowers saddled with thousands of dollars of student debt, into paying  
20 hundreds of dollars for services that are made up, not as described, or simply  
21 never materialize. Defendants told consumers that (1) Defendants would secure  
22 forgiveness of their student loan debt; (2) Defendants could obtain for  
23 consumers repayment plans that would lower their monthly payment amounts;  
24 (3) Defendants were loan servicers who would take over servicing their federal  
25  
26  
27

1 student loans; and (4) Defendants “worked with” or were otherwise affiliated  
2 with the government, including specifically the U.S. Department of Education  
3 (“ED”). But Defendants’ promises were false. Defendants did not seek or  
4 deliver loan forgiveness or loan repayment plans. Defendants were not federal  
5 loan servicers and did not work with the Department of Education. Consumers  
6 have paid significant sums to Defendants only to find that Defendants were not  
7 affiliated with the government, and have not sought or obtained forgiveness of  
8 their loans, enrolled them in payment plans that reduced their monthly  
9 obligation, or taken over servicing their loans. When consumers realized they  
10 were duped and asked for a refund, Defendants often refused to make them  
11 whole.  
12

13  
14  
15 19. In numerous instances in connection with the advertising, marketing,  
16 promotion, offering for sale, or sale of student loan debt relief services,  
17 Defendants represented, directly or indirectly, expressly or by implication, that  
18 a) consumers who paid for Defendants’ program were guaranteed to receive  
19 loan forgiveness; b) consumers who paid for Defendants’ program would have  
20 their loan repayment amounts reduced; c) Defendants would assume  
21 responsibility for the servicing of consumers’ student loans; and d) Defendants  
22 were affiliated with the federal government, including specifically ED. In fact,  
23 in numerous instances in which Defendants have made these representations,  
24  
25  
26  
27

1 such representations were false or unsubstantiated at the time Defendants made  
2 them. Therefore, these representations are false or misleading and constitute  
3 deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15  
4 U.S.C. § 45(a). Accordingly, the Defaulting Defendants have violated Section  
5 5 of the FTC Act as alleged in Count I of the Complaint.  
6

7 20. In numerous instances, Defendants have, in connection with the telemarketing  
8 of student loan debt relief services, misrepresented, directly or indirectly,  
9 expressly or by implication, material aspects of their debt relief services,  
10 including, but not limited to, that a) consumers who paid for Defendants'  
11 program were guaranteed to receive loan forgiveness; b) consumers who paid  
12 for Defendants' program would have their loan repayment amounts reduced; c)  
13 Defendants would assume responsibility for the servicing of consumers' student  
14 loans; and d) Defendants were affiliated with the federal government, including  
15 specifically ED. These acts or practices are deceptive telemarketing acts and  
16 practices that violate Section 310.3(a)(2)(x) of the TSR, 16 C.F.R. §  
17 310.3(a)(2)(x). Accordingly, the Defaulting Defendants have violated Section  
18 310.3(a)(2)(x) of the TSR as alleged in Count II of the Complaint.  
19  
20  
21  
22

23 21. In numerous instances, Defendants have, in connection with the telemarketing  
24 of student loan debt relief services, requested or received payment of a fee or  
25 consideration for debt relief services before: a) Defendants have renegotiated,  
26  
27

1 settled, reduced, or otherwise altered the terms of at least one debt pursuant to a  
2 settlement agreement, debt management plan, or other such valid contractual  
3 agreement executed by the customer; and (b) the customer has made at least one  
4 payment pursuant to that settlement agreement, debt management plan, or other  
5 valid contractual agreement between the customer and the creditor. These acts  
6 or practices are abusive telemarketing acts and practices that violate Section  
7 310.4(a)(5)(i) of the TSR, 16 C.F.R. § 310.4(a)(5)(i). Accordingly, the  
8 Defaulting Defendants have violated Section 310.4(a)(5)(i) of the TSR as  
9 alleged in Count III of the Complaint.  
10  
11  
12

13 22. In numerous instances in connection with the advertising, marketing,  
14 promotion, offering for sale, or sale of student loan debt relief services,  
15 Defendants have made false, fictitious, or fraudulent statements or  
16 representations to customers of financial institutions to obtain or attempt to  
17 obtain customer information of a financial institution, such as credit or debit  
18 card numbers, bank account numbers, and routing numbers, including by  
19 representing, directly or indirectly, expressly or by implication, that: a)  
20 consumers who paid for Defendants' program were guaranteed to receive loan  
21 forgiveness; b) consumers who paid for Defendants' program would have their  
22 loan repayment amounts reduced; c) Defendants would assume responsibility  
23 for the servicing of consumers' student loans; and d) Defendants were affiliated  
24  
25  
26  
27

1 with the federal government, including specifically ED. These acts and  
2 practices violate Section 521(a) of the GLB Act, 15 U.S.C. § 6821(a).

3 Accordingly, the Defaulting Defendants have violated Section 521(a) of the  
4 GLB Act as alleged in Count IV of the Complaint.  
5

6 23. In numerous instances on or after April 1, 2024, in connection with the  
7 advertising, marketing, promotion, offering for sale, or sale of student loan debt  
8 relief services, Defendants have materially misrepresented, directly or by  
9 implication, that they were affiliated with the federal government, including  
10 specifically ED. These representations violate Section 461.2(b) of the  
11 Impersonation Rule, 16 C.F.R. § 461.2(b). Accordingly, the Defaulting  
12 Defendants have violated Section 461.2(b) of the Impersonation Rule as alleged  
13 in Count V of the Complaint.  
14  
15  
16

17 24. A court's decision to enter default judgments typically turns on seven factors:  
18 (1) the possibility of prejudice to the plaintiff; (2) the merits of the claims; (3)  
19 the sufficiency of the complaint; (4) the amount of money at stake; (5) the  
20 possibility of a dispute concerning material facts; (6) whether default was due  
21 to excusable neglect; and (7) the policy favoring a decision on the merits. *Eitel*  
22 *v. McCool*, 782 F.2d 1470, 1471-72 (9th Cir. 1986). Here, the *Eitel* factors  
23 support entry of a default judgment. Regarding the first factor, the FTC will be  
24 prejudiced without a default judgment because there is no other way to litigate  
25  
26  
27

1 its claims against the Defaulting Defendants who have failed to answer or  
2 otherwise respond to the FTC's Complaint. With respect to the second and  
3 third factors, the FTC's Complaint clearly states the grounds entitling the FTC  
4 to injunctive and monetary relief pursuant to Sections 13(b) and 19 of the FTC  
5 Act. Moreover, the FTC's case has merit. Accepting that the factual  
6 allegations of the Complaint are taken as true, not to mention the considerable  
7 evidence presented by the FTC in support of its motion for temporary  
8 restraining order, the FTC has established that the Defaulting Defendants,  
9 acting in common enterprise with the other Defendants, engaged in unlawful  
10 practices in violation of Section 5 of the FTC Act, the TSR, Section 521 of the  
11 GLB Act, and the Impersonation Rule. Regarding the fourth *Eitel* factor, the  
12 amount of money at stake, the FTC seeks a monetary judgment against the  
13 Defaulting Defendants in the amount of \$16,787,028, representing the overall  
14 harm to consumers calculated from net revenue. This figure is entirely  
15 commensurate with the gravity of the Defaulting Defendants' violations while  
16 also considering their roles in the scheme. The fifth *Eitel* factor, the possibility  
17 of a dispute concerning material facts, also weighs in favor of default judgment.  
18 None of the Defaulting Defendants have entered an appearance or made any  
19 formal filing disputing any of the FTC's allegations, nor have any of the  
20 Defaulting Defendants challenged the Clerk's entry of default. Accordingly,  
21  
22  
23  
24  
25  
26  
27

1 there is no genuine dispute of material fact that precludes default judgment.

2 The possibility that default was due to excusable neglect, the sixth *Eitel* factor,  
3 is remote. Despite having had ample time and opportunity to make an  
4 appearance, the Defaulting Defendants have failed to defend against this action  
5 and to date have provided no reasons for their failure to defend. Thus, their  
6 default is not due to excusable neglect. Finally, although the seventh *Eitel*  
7 factor expresses a general preference for decisions on the merits, where it is  
8 impossible to adjudicate an action on the merits because a defendant refuses to  
9 participate in litigation, the strong policy favoring decisions on the merits is  
10 outweighed by the need to finalize controversies in a timely and orderly fashion  
11 as well as by the public policy favoring judicial economy. Accordingly, the  
12 seventh *Eitel* factor does not preclude entry of default judgment.  
13  
14  
15  
16

17 25. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), authorizes this Court to grant  
18 injunctive relief as the Court may deem appropriate to halt violations of any  
19 provision of law enforced by the FTC.  
20

21 26. Consumers have suffered and will continue to suffer substantial injury as a  
22 result of the Defaulting Defendants' violations of Section 5 of the FTC Act, the  
23 TSR, Section 521 of the GLB Act, and the Impersonation Rule. The Court  
24 finds that, absent a permanent injunction, the Defaulting Defendants are likely  
25 to continue to engage in the activities alleged in the Complaint.  
26  
27

1 27. The Court is persuaded that the danger of future violations by the Defaulting  
2 Defendants justifies the issuance of permanent injunctive relief. Specifically, it  
3 is proper in this case to issue a permanent injunction that: (a) prohibits the  
4 Defaulting Defendants from marketing or selling secured or unsecured debt  
5 relief products or services; (b) prohibits the Defaulting Defendants from  
6 engaging in telemarketing; (c) prohibits the Defaulting Defendants from using  
7 false, fictitious, or fraudulent statements to obtain or attempt to obtain customer  
8 information of a financial institution; (d) prohibits the Defaulting Defendants  
9 from impersonating or falsely representing affiliation with any government  
10 entity or business; (e) provides other reasonable fencing-in relief; and (f)  
11 provides such other ancillary relief as is necessary to assist the FTC and the  
12 Court in monitoring the Defaulting Defendants' compliance with such a  
13 permanent injunction.

14 28. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 522(a) of the GLB  
15 Act, 15 U.S.C. § 6822(a), authorize this Court to grant such relief as the Court  
16 finds necessary to redress injury to consumers resulting from the Defaulting  
17 Defendants' violations of the TSR, Section 521 of the GLB Act, and the  
18 Impersonation Rule, including but not limited to refund of money or return of  
19 property.

1 29.No hearing is necessary for the Court to make a determination with respect to  
2 monetary relief, as such relief is established through undisputed evidence  
3 already submitted to the Court. That evidence demonstrates that the Defaulting  
4 Defendants have caused \$16,787,028 in consumer harm from their violations of  
5 the TSR, Section 521 of the GLB Act, and the Impersonation Rule, in the three  
6 years prior to the FTC’s filing of the Complaint.  
7  
8

9 30.It is proper in this case to enter a monetary judgment, pursuant to Section 19 of  
10 the FTC Act, 15 U.S.C. § 57b, against the Defaulting Defendants to redress  
11 consumer injury caused by the Defaulting Defendants’ violations of the TSR,  
12 Section 521 of the GLB Act, and the Impersonation Rule. The FTC is entitled  
13 to judgment against the Defaulting Defendants in the amount of \$16,787,028.  
14

15 31.It is proper in this case to continue the receivership over the Defaulting  
16 Defendants.  
17

18 32.This action and the relief awarded herein are in addition to, and not in lieu of,  
19 other remedies as may be provided by law, including both civil and criminal  
20 remedies.  
21

22 33.Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this Order  
23 are binding upon each Defaulting Defendant, their successors and assigns, and  
24 their officers, agents, employees, and attorneys, and upon those persons or  
25  
26  
27

1 entities in active concert or participation with them who receive actual notice of  
2 this Order by personal service or otherwise.

3 34. Entry of this Order is in the public interest.  
4

### 5 DEFINITIONS

6 For purposes of this Order, the following definitions shall apply:

7 A. **“Clearly and Conspicuously”** means that a required disclosure is easily  
8 noticeable (*i.e.*, difficult to miss) and easily understandable by ordinary  
9 consumers, including in all of the following ways:  
10

11 1. In any communication that is solely visual or solely audible, the disclosure  
12 must be made through the same means through which the communication is  
13 presented. In any communication made through both visual and audible  
14 means, such as a television advertisement, the disclosure must be presented  
15 simultaneously in both the visual and audible portions of the communication  
16 even if the representation requiring the disclosure is made in only one  
17 means.  
18

19 2. A visual disclosure, by its size, contrast, location, the length of time it  
20 appears, and other characteristics, must stand out from any accompanying  
21 text or other visual elements so that it is easily noticed, read, and understood.  
22  
23  
24  
25  
26  
27

- 1 3. An audible disclosure, including by telephone or streaming video, must be  
2 delivered in a volume, speed, and cadence sufficient for ordinary consumers  
3 to easily hear and understand it.
- 4
- 5 4. In any communication using an interactive electronic medium, such as the  
6 Internet or software, the disclosure must be unavoidable.
- 7
- 8 5. The disclosure must use diction and syntax understandable to ordinary  
9 consumers and must appear in each language in which the representation  
10 that requires the disclosure appears.
- 11
- 12 6. The disclosure must comply with these requirements in each medium  
13 through which it is received, including all electronic devices and face-to-face  
14 communications.
- 15
- 16 7. The disclosure must not be contradicted or mitigated by, or inconsistent  
17 with, anything else in the communication.
- 18
- 19 8. When the representation or sales practice targets a specific audience, such as  
20 children, the elderly, or the terminally ill, “ordinary consumers” includes  
21 reasonable members of that group.

22 B. “**Consumer**” means any Person.

23 C. “**Defaulting Defendants**” means Public Processing Services, LLC, Quick Start  
24 Services, LLC, and Signature Processing Services, Inc., and each of their  
25 subsidiaries, affiliates, successors, and assigns, individually, collectively, or in  
26  
27

1 any combination.

2 D. **“Defendants”** means Panda Benefit Services, LLC, Clarity Support Services,  
3 LLC, Pacific Quest Services, Prosperity Loan Services, LLC, Public Processing  
4 Services, LLC, Quick Start Services, LLC, Select Student Services, LLC,  
5 Signature Processing Services, Inc., Eduardo Avalos Martinez, Emiliano  
6 Salinas, Christopher Michael Hanson, and Melissa Salinas, individually,  
7 collectively, or in any combination.  
8  
9

10 E. **“Person”** means a natural person, an organization or other legal entity,  
11 including a corporation, partnership, sole proprietorship, limited liability  
12 company, association, cooperative, or any other group or combination acting as  
13 an entity.  
14

15 F. **“Receiver”** means Thomas W. McNamara.  
16

17 G. **“Receivership Entity”** means the Defaulting Defendants, as well as any other  
18 entity that has conducted any business related to Defendants’ student loan debt  
19 relief services business, including receipt of assets derived from any activity  
20 that is the subject of the Complaint in this matter, and which the Receiver has  
21 reason to believe is owned or controlled in whole or in part by any Defaulting  
22 Defendant.  
23  
24

25 H. **“Secured or Unsecured Debt Relief Product or Service”** means:  
26  
27

- 1 1. With respect to any mortgage, loan, debt, or obligation between a person and  
2 one or more secured or unsecured creditors or debt collectors, any product,  
3 service, plan, or program represented, expressly or by implication, to:  
4
- 5 a. stop, prevent, or postpone any mortgage or deed of foreclosure sale for a  
6 person's dwelling, any other sale of collateral, any repossession of a  
7 person's dwelling or other collateral, or otherwise save a person's  
8 dwelling or other collateral from foreclosure or repossession;  
9
  - 10 b. negotiate, obtain, or arrange a modification, or renegotiate, settle, reduce,  
11 or in any way alter any terms of the mortgage, loan, debt, or obligation,  
12 including a reduction in the amount of interest, principal balance,  
13 monthly payments, or fees owed by a person to a secured or unsecured  
14 creditor or debt collector;  
15
  - 16 c. obtain any forbearance or modification in the timing of payments from  
17 any secured or unsecured holder or servicer of any mortgage, loan, debt,  
18 or obligation;  
19
  - 20 d. negotiate, obtain, or arrange any extension of the period of time within  
21 which a person may (i) cure his or her default on the mortgage, loan,  
22 debt, or obligation, (ii) reinstate his or her mortgage, loan, debt, or  
23 obligation, (iii) redeem a dwelling or other collateral, or (iv) exercise any  
24 obligation, (iii) redeem a dwelling or other collateral, or (iv) exercise any  
25  
26  
27

1 right to reinstate the mortgage, loan, debt, or obligation or redeem a  
2 dwelling or other collateral;

3 e. obtain any waiver of an acceleration clause or balloon payment contained  
4 in any promissory note or contract secured by any dwelling or other  
5 collateral; or  
6

7 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or other  
8 collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other disposition  
9 of a mortgage, loan, debt, or obligation other than a sale to a third party  
10 that is not the secured or unsecured loan holder;  
11  
12

13 The foregoing shall include any manner of claimed assistance, including  
14 auditing or examining a person's application for the mortgage, loan, debt, or  
15 obligation.  
16

17 2. With respect to any loan, debt, or obligation between a person and one or  
18 more unsecured creditors or debt collectors, any product, service, plan, or  
19 program represented, expressly or by implication, to:  
20

21 a. repay one or more unsecured loans, debts, or obligations; or

22 b. combine unsecured loans, debts, or obligations into one or more new  
23 loans, debts, or obligations  
24

25 I. **“Telemarketing”** means any plan, program, or campaign which is conducted to  
26 induce the purchase of goods or services or a charitable contribution, by use of  
27

1 one or more telephones, and which involves more than one interstate telephone  
2 call.

3 **ORDER**

4 **BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS AND**  
5 **SERVICES**

6 **I. IT IS THEREFORE ORDERED** that Defaulting Defendants, whether acting  
7 directly or indirectly, are permanently restrained and enjoined from:  
8

- 9 A. Advertising, marketing, promoting, offering for sale, or selling any Secured  
10 or Unsecured Debt Relief Product or Service; and  
11  
12 B. Assisting others in the advertising, marketing, promoting, offering for sale,  
13 or selling any Secured or Unsecured Debt Relief Product or Service.  
14

15 **BAN ON TELEMARKETING**

16 **II. IT IS FURTHER ORDERED** that Defaulting Defendants, whether acting  
17 directly or indirectly, are permanently restrained and enjoined from  
18 participating in Telemarketing, including, but not limited to, by consulting,  
19 brokering, planning, investing, or advising others regarding Telemarketing.  
20

21 **PROHIBITED BUSINESS ACTIVITIES**

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

1 marketing, promoting, distributing, servicing, offering, or selling any product or  
2 service, are permanently restrained and enjoined from engaging in, or assisting  
3 others engaged in, the following:  
4

5 A. Misrepresenting, expressly or by implication:

- 6 1. Any material aspect of the nature or terms of any refund, cancellation,  
7 exchange, or repurchase policy, including the likelihood of a consumer  
8 obtaining a full or partial refund, or the circumstances in which a full or  
9 partial refund will be granted to the Consumer;  
10
- 11 2. The nature, expertise, position, or job title of any Person who provides  
12 any product, service, plan, or program;  
13
- 14 3. The ability to improve or otherwise affect a Consumer's credit record,  
15 credit history, credit rating, or ability to obtain credit, including that a  
16 Consumer's credit record, credit history, credit rating, or ability to obtain  
17 credit can be improved by permanently removing negative information  
18 from the Consumer's credit record or history even where such  
19 information is accurate and not obsolete;  
20
- 21 4. That a Consumer will save money;  
22
- 23 5. Any benefit of such product or service;  
24
- 25 6. Any requirements for obtaining such product or service;  
26  
27

1 7. The existence, amount, or timing of any fees or charges, or the total cost  
2 to purchase, receive, or use such product or service; or

3 8. Any other fact material to Consumers concerning any product or service,  
4 such as: any material restrictions, limitations, or conditions to purchase,  
5 receive, or use such product or service; or any material aspect of the  
6 performance, efficacy, nature, or central characteristics of such product  
7 or service.  
8

9  
10 B. Failing to disclose Clearly and Conspicuously the fact, if true, that a  
11 Consumer must activate, request, initiate, or otherwise take some affirmative  
12 action in order to receive or use such product or service; or

13  
14 C. Making any representation, expressly or by implication, about the benefits,  
15 performance, or efficacy of any product or service, unless the representation  
16 is non-misleading, including that, at the time such representation is made,  
17 such Defaulting Defendant possesses and relies upon competent and reliable  
18 evidence that is sufficient in quality and quantity based on standards  
19 generally accepted in the relevant fields, when considered in light of the  
20 entire body of relevant and reliable evidence, to substantiate that the  
21 representation is true.  
22  
23  
24

25 **INJUNCTION RELATING TO IMPERSONATING ANY GOVERNMENT**  
26 **ENTITY OR PERSON**  
27

1 **IV. IT IS FURTHER ORDERED** that Defaulting Defendants, Defaulting

2 Defendants' officers, agents, employees, and attorneys, and all other persons in  
3 active concert or participation with any of them, who receive actual notice of  
4 this Order, whether acting directly or indirectly, in connection with the  
5 marketing, promoting, distributing, servicing, offering, or selling any product or  
6 service, are hereby permanently restrained and enjoined from:  
7

8 A. Misrepresenting or assisting others in misrepresenting, expressly or by  
9 implication, that any Person is affiliated with, endorsed, sponsored by, or  
10 approved by, or otherwise connected to any other Person; government entity;  
11 public, non-profit, or other non-commercial program; or any other program;  
12 or  
13

14 B. Violating the FTC's Impersonation Rule, 16 C.F.R. Part 461, a copy of  
15 which is attached.  
16

17  
18 **INJUNCTION RELATING TO CONSUMER FINANCIAL INFORMATION**  
19

20 **V. IT IS FURTHER ORDERED** that Defaulting Defendants, Defaulting

21 Defendants' officers, agents, employees, and attorneys, and all other persons in  
22 active concert or participation with any of them, who receive actual notice of  
23 this Order, whether acting directly or indirectly, are hereby permanently  
24 restrained and enjoined from:  
25  
26  
27

1 A. Making any false, fictitious, or fraudulent statement or representation to any  
2 Person to obtain or attempt to obtain information of a Consumer, including,  
3 but not limited to, credit or debit card numbers, bank account numbers and  
4 routing numbers, and consumer credit reports; or

5  
6 B. Violating the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, §§ 6821-  
7 6827, a copy of which is attached.  
8

9 **CONTINUATION OF RECEIVERSHIP**

10 **VI. IT IS FURTHER ORDERED** that Thomas McNamara, Esq., shall continue as  
11 a permanent receiver over the Receivership Entities with full powers of a  
12 permanent receiver, including but not limited to those powers set forth in the  
13 Preliminary Injunction entered on July 8, 2024 (ECF No. 48), and including full  
14 liquidation powers. The Receiver is directed to wind up the Receivership  
15 Entities and liquidate all assets within 365 days after entry of this Order. Any  
16 party or the Receiver may request that the Court extend the Receiver's term for  
17 good cause. Upon termination of the receivership and final payment to the  
18 Receiver of all approved fees, costs, and expenses, the Receiver shall turn over  
19 to the FTC or its designated agent all remaining assets in the receivership estate.  
20  
21  
22

23 **MONETARY JUDGMENT**

24  
25 **VII. IT IS FURTHER ORDERED** that:

26 A. Judgment in the amount of SIXTEEN MILLION, SEVEN HUNDRED  
27

1 AND EIGHTY-SEVEN THOUSAND, AND TWENTY-EIGHT Dollars  
2 (\$16,787,028) is entered in favor of the FTC against Defaulting Defendants,  
3 jointly and severally with any other Defendant against whom judgment may  
4 be entered, as monetary relief pursuant to Section 19 of the FTC Act, 15  
5 U.S.C. § 57b, for Defaulting Defendants' violations of the TSR, the  
6 Impersonation Rule, and Section 521(a) of the GLB Act.  
7  
8

9 B. The monetary judgment set forth in Section VII.A is enforceable against any  
10 asset, real or personal, whether located within the United States or outside  
11 the United States, owned jointly or singly by, on behalf of, for the benefit of,  
12 in trust by or for, or as a deposit for future goods or services to be provided  
13 to, any Defaulting Defendant, whether held as tenants in common, joint  
14 tenants with or without the right of survivorship, tenants by the entirety,  
15 and/or community property.  
16  
17

18 C. In partial satisfaction of the judgment set forth in Section VII.A, any  
19 Defendant, financial institution, or any other Person, whether located with  
20 the United States or outside the United States, that holds, controls, or  
21 maintains assets or accounts in the name of, on behalf of, for the benefit of,  
22 in trust by or for, or as a deposit for future goods or services to be provided  
23 to, any Receivership Entity shall, within ten (10) business days of receipt of  
24  
25  
26  
27

1 a copy of this Order, transfer to the Receiver or his designated agent such  
2 account or asset, including, but not limited to:

- 3 1. JP Morgan Chase Bank shall, within 10 business days of receipt of a  
4 copy of this Order, transfer to the Receiver all funds, if any, in (a)  
5 account number xxxx2868 in the name of Public Processing Services;  
6 (b) account number xxxx2098 in the name of Quick Start Services; (c)  
7 account number xxxx2106 in the name of Quick Start Services; and  
8 (d) account number xxxx8850 in the name of Signature Processing  
9 Services;  
10  
11  
12 2. Payment Automation Network/Unity FI Solutions shall, within 10  
13 business day of receipt of a copy of this order, transfer to the Receiver  
14 all funds, if any, associated with any client ID associated with Public  
15 Processing Services, Quick Start Services, and Signature Processing  
16 Services;  
17  
18 3. Coinbase shall, within 10 business days of receipt of a copy of this  
19 Order, liquidate, and transfer the proceeds of such liquidation to the  
20 Receiver, all cryptocurrency held in the names of Public Processing  
21 Services, Quick Start Services, and Signature Processing Services.  
22  
23  
24

25 D. The asset freeze is modified to permit the transfers and liquidations  
26 identified in this Section.  
27

1 E. Defaulting Defendants relinquish dominion and all legal and equitable right,  
2 title, and interest in all assets transferred pursuant to this Order and may not  
3 seek the return of any assets.

4  
5 F. All money received by the FTC pursuant to this Order may be deposited into  
6 a fund administered by the FTC or its designee to be used for consumer  
7 relief, such as redress and any attendant expenses for the administration of  
8 any redress fund. If a representative of the FTC decides that direct redress to  
9 consumers is wholly or partially impracticable or money remains after such  
10 redress is completed, the FTC may apply any remaining money for such  
11 related relief (including consumer information remedies) as it determines to  
12 be reasonably related to Defendants' practices alleged in the Complaint.  
13  
14 Defaulting Defendants have no right to challenge any actions the FTC or its  
15 representatives may take pursuant to this Subsection.  
16  
17

### 18 CUSTOMER INFORMATION

19  
20 **VIII. IT IS FURTHER ORDERED** that Defaulting Defendants, Defaulting

21 Defendants' officers, agents, employees, and attorneys, and all other persons in  
22 active concert or participation with any of them, who receive actual notice of  
23 this Order are permanently restrained and enjoined from directly or indirectly:

24  
25 A. Failing to provide sufficient customer information to enable the FTC to  
26 efficiently administer consumer redress. If a representative of the FTC  
27

1 requests in writing any information related to redress, Defaulting Defendants  
2 must provide it, in the form prescribed by the FTC, within 14 days;

3 B. Disclosing, using, or benefitting from customer information, including the  
4 name, address, telephone number, email address, social security number,  
5 FSA ID, other identifying information, or any data that enables access to a  
6 customer's account (including a credit card, bank account, or other financial  
7 account), that Defaulting Defendants obtained prior to entry of this Order in  
8 connection with the marketing and sale of Secured and Unsecured Debt  
9 Relief Services; and

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

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

16  
17  
18  
19  
20  
21 **ORDER ACKNOWLEDGMENTS**

22 **IX. IT IS FURTHER ORDERED** that Defaulting Defendants obtain  
23 acknowledgments of receipt of this Order:

24 A. Each Defaulting Defendant, within 7 days of entry of this Order, must  
25 submit to the FTC an acknowledgment of receipt of this Order sworn under  
26  
27

1 penalty of perjury.

2 B. For 5 years after entry of this Order, each Defaulting Defendant must deliver  
3 a copy of this Order to: (1) all principals, officers, directors, and LLC  
4 managers and members; (2) all employees having managerial  
5 responsibilities for conduct specified in Sections I–V and all agents and  
6 representatives who participate in conduct specified in Sections I–V; and (3)  
7 any business entity resulting from any change in structure as set forth in the  
8 Section titled Compliance Reporting. Delivery must occur within 7 days of  
9 entry of this Order for current personnel. For all others, delivery must occur  
10 before they assume their responsibilities.  
11

12  
13  
14 C. From each individual or entity to which a Defaulting Defendant delivered a  
15 copy of this Order, such Defaulting Defendant must obtain, within 30 days, a  
16 signed and dated acknowledgment of receipt of this Order.  
17

## 18 COMPLIANCE REPORTING

19  
20 **X. IT IS FURTHER ORDERED** that each Defaulting Defendant make timely  
21 submissions to the FTC:

22 A. One year after entry of this Order, each Defaulting Defendant must submit a  
23 compliance report, sworn under penalty of perjury. Each Defaulting  
24 Defendant must: (1) identify the primary physical, postal, and email address  
25 and telephone number, as designated points of contact, which representatives  
26  
27

1 of the FTC may use to communicate with such Defaulting Defendant; (2)  
2 identify all of such Defaulting Defendant's businesses by all of their names,  
3 telephone numbers, and physical, postal, email, and Internet addresses; (3)  
4 describe the activities of each business, including the goods and services  
5 offered, the means of advertising, marketing, and sales, and the involvement  
6 of any other Defendant; (4) describe in detail whether and how such  
7 Defaulting Defendant is in compliance with each Section of this Order; and  
8 (5) provide a copy of each Order Acknowledgment obtained pursuant to this  
9 Order, unless previously submitted to the FTC.  
10  
11  
12

13 B. For 15 years after entry of this Order, each Defaulting Defendant must  
14 submit a compliance notice, sworn under penalty of perjury, within 14 days  
15 of any change in the following: (1) any designated point of contact; or (2)  
16 the structure of Defaulting Defendant or any entity that such Defaulting  
17 Defendant has any ownership interest in or controls directly or indirectly that  
18 may affect compliance obligations arising under this Order, including:  
19 creation, merger, sale, or dissolution of the entity or any subsidiary, parent,  
20 or affiliate that engages in any acts or practices subject to this Order.  
21  
22

23 C. Each Defaulting Defendant must submit to the FTC notice of the filing of  
24 any bankruptcy petition, insolvency proceeding, or similar proceeding by or  
25 against such Defaulting Defendant within 14 days of its filing.  
26  
27

1 D. Any submission to the FTC required by this Order to be sworn under penalty  
2 of perjury must be true and accurate and comply with 28 U.S.C. § 1746,  
3 such as by concluding: “I declare under penalty of perjury under the laws of  
4 the United States of America that the foregoing is true and correct.

5 Executed on: \_\_\_\_\_” and supplying the date, signatory’s full name, title (if  
6 applicable), and signature.  
7

8  
9 E. Unless otherwise directed by a FTC representative in writing, all  
10 submissions to the FTC pursuant to this Order must be emailed to  
11 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service)  
12 to: Associate Director for Enforcement, Bureau of Consumer Protection,  
13 Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington,  
14 DC 20580. The subject line must begin: FTC v. Panda Benefit Services,  
15 LLC, Matter No. X240039.  
16  
17

18 **RECORDKEEPING**

19 **XI. IT IS FURTHER ORDERED** that each Defaulting Defendant must create  
20 certain records for 15 years after entry of the Order, and retain each such record  
21 for 5 years. Specifically, each Defaulting Defendant must create and retain the  
22 following records:  
23

24 A. accounting records showing the revenues from all goods or services sold;  
25  
26  
27

- 1 B. personnel records showing, for each person providing services, whether as
- 2 an employee or otherwise, that person's: name; addresses; telephone
- 3 numbers; job title or position; dates of service; and (if applicable) the reason
- 4 for termination;
- 5
- 6 C. records of all consumer complaints and refund requests, whether received
- 7 directly or indirectly, such as through a third party, and any response;
- 8
- 9 D. all records necessary to demonstrate full compliance with each provision of
- 10 this Order, including all submissions to the FTC; and
- 11
- 12 E. a copy of each unique advertisement or other marketing material.

### 13 COMPLIANCE MONITORING

14 **XII. IT IS FURTHER ORDERED** that, for the purpose of monitoring Defaulting  
15 Defendants' compliance with this Order, including any failure to transfer any  
16 assets as required by this Order:

- 17
- 18 A. Within 14 days of receipt of a written request from a representative of the
- 19 FTC, each Defaulting Defendant must: submit additional compliance
- 20 reports or other requested information, which must be sworn under penalty
- 21 of perjury; appear for depositions; and produce documents for inspection
- 22 and copying. The FTC is also authorized to obtain discovery, without
- 23 further leave of court, using any of the procedures prescribed by Federal
- 24 Rules of Civil Procedure 29, 30 (including depositions by remote means),
- 25
- 26
- 27

1 31, 33, 34, 36, 45, and 69.

2 B. For matters concerning this Order, the FTC is authorized to communicate  
3 directly with Defaulting Defendants. Defaulting Defendants must permit  
4 representatives of the FTC to interview any employee or other person  
5 affiliated with Defaulting Defendants who has agreed to such an interview.  
6 The person interviewed may have counsel present.  
7

8  
9 C. The FTC may use all other lawful means, including posing, through its  
10 representatives as consumers, suppliers, or other individuals or entities, to  
11 Defaulting Defendants or any individual or entity affiliated with Defaulting  
12 Defendants, without the necessity of identification or prior notice. Nothing  
13 in this Order limits the FTC's lawful use of compulsory process, pursuant to  
14 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.  
15  
16

17 D. Upon written request from a representative of the FTC, any consumer  
18 reporting agency must furnish consumer reports concerning Defaulting  
19 Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15  
20 U.S.C. §1681b(a)(1).  
21

22 **RETENTION OF JURISDICTION**

23  
24 **XIII. IT IS FURTHER ORDERED** that this Court retains jurisdiction of this matter

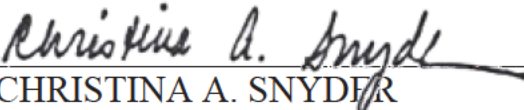
25 //  
26 //  
27 //

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

for purposes of construction, modification, and enforcement of this Order.

**IT IS SO ORDERED.**

Dated: May 6, 2025

  
CHRISTINA A. SNYDER  
UNITED STATES DISTRICT JUDGE