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

18 FEDERAL TRADE COMMISSION,

19 Plaintiff,

20 v.

21 BLACKROCK SERVICES, INC., et  
22 al.,

23 Defendants.

24 **Case No. 8:25-cv-00363-HDV-(ADSx)**  
25 **CORRECTED**

26 **~~PROPOSED~~ EX PARTE**  
27 **TEMPORARY RESTRAINING**  
**ORDER WITH ASSET FREEZE,**  
**APPOINTMENT OF A**  
**RECEIVER, AND OTHER**  
**EQUITABLE RELIEF, AND**  
**ORDER TO SHOW CAUSE WHY**  
**A PRELIMINARY INJUNCTION**  
**SHOULD NOT ISSUE**

**FILED UNDER SEAL**

28 Plaintiff, the Federal Trade Commission (“FTC”), has filed its Complaint for  
29 Permanent Injunction and Other Equitable Relief pursuant to Sections 13(b) and 19  
30 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, Section 814 of the FDCPA, 15 U.S.C.

1 § 1692l(a), Section 5581(b)(5)(C)(ii) of the Consumer Financial Protection Act  
2 (“CFP Act”), 12 U.S.C. § 5581(b)(5)(C)(ii), and Section 522(a) of the Gramm-  
3 Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6822(a), and has moved, pursuant to  
4 Fed. R. Civ. P. 65(b), for a temporary restraining order, asset freeze, other  
5 equitable relief, and an order to show cause why a preliminary injunction should  
6 not issue against Defendants.

7 **FINDINGS OF FACT**

8 The Court, having considered the Complaint, the *ex parte* Motion for a  
9 Temporary Restraining Order, declarations, exhibits, and the memorandum of  
10 points and authorities filed in support thereof, and being otherwise advised, finds  
11 that:

- 12 A. This Court has jurisdiction over the subject matter of this case, and there is  
13 good cause to believe that it will have jurisdiction over all parties hereto and  
14 that venue in this District is proper.
- 15 B. In numerous instances in connection with the collection and attempted  
16 collection of debts, Defendants have:
- 17 1. Falsely represented that Consumers are delinquent on payday loans or other  
18 Debts that Defendants have the authority to collect;
  - 19 2. Falsely represented that Consumers have a legal obligation to pay  
20 Defendants;
  - 21 3. Falsely represented that Defendants are attorneys or affiliated with attorneys;
  - 22 4. Falsely represented that Defendants are a law firm or affiliated with a law  
23 firm;
  - 24 5. Falsely represented that Consumers will be arrested or imprisoned for failing  
25 to pay Defendants;
  - 26 6. Falsely represented that Consumers’ wages will be garnished, or liens will  
27 be placed on Consumers’ property for failing to pay Defendants;

- 1 7. Falsely represented that Defendants have taken, intend to take, or have  
2 authority to take formal legal action against Consumers who fail to pay  
3 them, such as filing suit;
- 4 8. Falsely represented that Consumers' outstanding Debts have been reported  
5 to the credit bureaus;
- 6 9. Falsely represented that, upon payment of this purported debt, Defendants  
7 will have the Consumer's outstanding Debt deleted from the Consumer's  
8 credit bureau report;
- 9 10. Falsely represented the character, amount, or legal status of Debts;
- 10 11. Used false representations or deceptive means to collect or attempt to collect  
11 Debts or to obtain information concerning a Consumer;
- 12 12. Placed telephone calls without meaningful disclosure of their identity;
- 13 13. Failed to disclose in the initial oral communication with Consumers that  
14 Defendants are debt collectors attempting to collect Debts and that any  
15 information obtained by Defendants from Consumers will be used for the  
16 purpose of attempting to collect Debts;
- 17 14. Used business, company, or organization names other than the true name of  
18 Defendants' business;
- 19 15. Failed to send Consumers, within five days after the initial communication  
20 with Consumers, a written notice containing the amount of the Debt; the  
21 name of the creditor to whom the Debt is owed; a statement that unless the  
22 Consumer, within thirty days after receipt of the notice, disputes the validity  
23 of the Debt, or any portion thereof, the Debt will be assumed to be valid by  
24 Defendants; a statement that if the Consumer notifies Defendants in writing  
25 within the thirty-day period that the Debt, or any portion thereof, is disputed,  
26 Defendants will obtain verification of the Debt or a copy of a judgment  
27 against the Consumer and a copy of such verification or judgment will be

1 mailed to the Consumer by Defendants; and a statement that, upon the  
2 Consumer's written request within the thirty-day period, Defendants will  
3 provide the Consumer with the name and address of the original creditor, if  
4 different from the current creditor; and

5 16. Made false, fictitious, or fraudulent statements or representations to  
6 customers of financial institutions to obtain or attempt to obtain customer  
7 information of a financial institution, such as credit or debit card numbers  
8 and bank account and routing numbers.

9 C. There is good cause to believe that Defendants have engaged in and are likely  
10 to engage in acts or practices that violate Section 5(a) of the Federal Trade  
11 Commission Act ("FTC Act"), 15 U.S.C. § 45(a), the Fair Debt Collection  
12 Practices Act ("FDCPA"), 15 U.S.C. §§ 1692-1692p, and its associated  
13 Regulation F, 12 C.F.R. Part 1006, Section 521 of the Gramm-Leach-Bliley Act  
14 ("GLB Act"), 15 U.S.C. § 6821, and the FTC's Trade Regulation Rule on  
15 Impersonation of Government and Businesses ("Impersonation Rule"), 16  
16 C.F.R. Part 461, and that the FTC is therefore likely to prevail on the merits of  
17 the action. As demonstrated by the consumer declarations, consumer  
18 complaints, screenshots of Defendants' online representations, and the  
19 additional documentation filed by the FTC, the FTC has established a  
20 likelihood of success in showing that, in numerous instances, Defendants have  
21 made false, fictitious, fraudulent, and deceptive representations regarding  
22 purported Debts owed by Consumers and the consequences of not paying those  
23 purported Debts and engaged in deceptive debt collection practices.

24 D. There is good cause to believe that Defendants have taken in gross revenues of  
25 at least \$5.7 million as a result of their unlawful practices.

26 E. There is good cause to believe that immediate and irreparable harm will result  
27 from Defendants' ongoing violations of the FTC Act, the FDCPA, Regulation

1 F, the GLB Act, and the Impersonation Rule unless Defendants are restrained  
2 and enjoined by order of this Court.

3 F. There is good cause to believe that immediate and irreparable damage to the  
4 Court’s ability to grant effective final relief for consumers—including the  
5 refund of money—will occur from the sale, transfer, destruction, or other  
6 disposition or concealment by Defendants of their assets or records unless  
7 Defendants are immediately restrained and enjoined by order of this Court; and  
8 that, in accordance with Fed. R. Civ. P. 65(b), the interests of justice require  
9 that this Order be granted without prior notice to Defendants. Thus, there is  
10 good cause for relieving the FTC of the duty to provide Defendants with prior  
11 notice of its Motion for a Temporary Restraining Order.

12 G. Good cause exists for appointing a temporary receiver over the Receivership  
13 Entities, freezing Defendants’ assets, permitting the FTC and the Receiver  
14 immediate access to the Defendants’ business premises, and permitting the FTC  
15 and the Receiver to take expedited discovery.

16 H. Weighing the equities and considering the FTC’s likelihood of ultimate success  
17 on the merits, issuing a temporary restraining order with an asset freeze, the  
18 appointment of a temporary receiver, immediate access to business premises,  
19 expedited discovery, and other equitable relief is in the public interest.

20 I. This Court has authority to issue this Order pursuant to Section 13(b) of the  
21 FTC Act, 15 U.S.C. § 53(b); Fed. R. Civ. P. 65; and the All Writs Act, 28  
22 U.S.C. § 1651.

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

### 25 DEFINITIONS

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

27 A. “**Asset**” means any legal or equitable interest in, right to, or claim to, any

- 1 property, wherever located and by whomever held.
- 2 B. “**Consumer**” means a natural person, an organization or other legal entity,  
3 including a corporation, partnership, sole proprietorship, limited liability  
4 company, association, cooperative, or any other group or combination acting  
5 as an entity.
- 6 C. “**Corporate Defendant(s)**” means Blackrock Services, Inc., Liberty Credit  
7 Management, Inc., Civil Complaint Administration, Pacific Billing Solutions,  
8 and Cornerstone Legal Group, LLC, and each of their d/b/a’s, subsidiaries,  
9 affiliates, successors, and assigns.
- 10 D. “**Debt**” means any obligation or alleged obligation to pay money arising out of  
11 a transaction, whether or not such obligation has been reduced to judgment.
- 12 E. “**Defendants**” means Corporate Defendants and Individual Defendants,  
13 individually, collectively, or in any combination.
- 14 F. “**Document**” is synonymous in meaning and equal in scope to the usage of  
15 “document” and “electronically stored information” in Federal Rule of Civil  
16 Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs,  
17 charts, photographs, sound and video recordings, images, Internet sites, web  
18 pages, websites, electronic correspondence, including e-mail and instant  
19 messages, contracts, accounting data, advertisements, FTP Logs, Server Access  
20 Logs, books, written or printed records, handwritten notes, telephone logs,  
21 telephone scripts, transcripts of calls, receipt books, ledgers, personal and  
22 business canceled checks and check registers, bank statements, appointment  
23 books, computer records, customer or sales databases and any other  
24 electronically stored information, including documents located on remote  
25 servers or cloud computing systems, and other data or data compilations from  
26 which information can be obtained directly or, if necessary, after translation  
27 into a reasonably usable form. A draft or non-identical copy is a separate

1 document within the meaning of the term.

2 G. **“Electronic Data Host”** means any person or entity in the business of storing,  
3 hosting, or otherwise maintaining electronically stored information. This  
4 includes, but is not limited to, any entity hosting a website or server, and any  
5 entity providing “cloud based” electronic storage.

6 H. **“Individual Defendants”** means Ryan Evans and Mitchell Evans.

7 I. **“Receiver”** means the temporary receiver appointed in Section XI of this Order  
8 and any deputy receivers that shall be named by the temporary receiver.

9 J. **“Receivership Entities”** means Corporate Defendants as well as any other  
10 entity that has conducted any business related to Defendants’ debt collection  
11 activities or related business activities, including receipt of Assets derived from  
12 any activity that is the subject of the Complaint in this matter, and that the  
13 Receiver determines is controlled or owned by any Defendant.

14 **ORDER**

15 **I. PROHIBITED CONDUCT**

16 **IT IS ORDERED** that Defendants, Defendants’ officers, agents, employees,  
17 and attorneys, and all other persons in active concert or participation with any of  
18 them, who receive actual notice of this Order by personal service or otherwise,  
19 whether acting directly or indirectly, in connection with the advertising, marketing,  
20 promoting, or offering for sale of any goods or services, are temporarily restrained  
21 and enjoined from:

22 A. Misrepresenting, directly or indirectly, expressly or by implication:

23 a. That any Consumer is delinquent on a loan, credit card, or other  
24 Debt or related amount;

25 b. That any Consumer has a legal obligation to pay any Defendant or  
26 any other person;

27 c. That nonpayment of a Debt will result in a Consumer’s arrest,

- 1 criminal prosecution, criminal conviction, or imprisonment;
- 2 d. That nonpayment of a Debt will result in civil litigation against a
- 3 Consumer, or in the seizure, garnishment, or attachment of a
- 4 Consumer's property or wages;
- 5 e. That any Defendant or any other person has taken, intends to take,
- 6 or has authority to take formal legal action against a Consumer
- 7 who fails to pay any Debt;
- 8 f. That Consumer's outstanding debt has been reported to the credit
- 9 bureaus, or that Defendants will have Consumers' outstanding debt
- 10 deleted from the Consumer's credit bureau report; or
- 11 g. The character, amount, or legal status of a Debt;
- 12 B. Threatening to take any action that is not lawful or that any Defendant or
- 13 any other person does not intend to take;
- 14 C. Using any false representation or deceptive means to collect or attempt to
- 15 collect a Debt or to obtain information concerning a Consumer;
- 16 D. Failing to disclose or disclose adequately (1) in the initial communication
- 17 with a Consumer that any Defendant or any other person is a debt
- 18 collector attempting to collect a Debt and that any information obtained
- 19 will be used for that purpose, or (2) in subsequent communications with
- 20 Consumers that any Defendant or any other person is a debt collector;
- 21 E. Placing telephone calls without meaningful disclosure of the caller's
- 22 identity;
- 23 F. Using business, company, or organization names other than the true name
- 24 of Defendants' business;
- 25 G. Failing to provide Consumers, within five days after the initial
- 26 communication with Consumers, a written notice containing (1) the
- 27 amount of the Debt; (2) the name of the creditor to whom the Debt is



1 owed; (3) a statement that unless the Consumer, within thirty days after  
2 receipt of the notice, disputes the validity of the Debt, or any portion  
3 thereof, the Debt will be assumed to be valid by Defendants; (4) a  
4 statement that if the Consumer notifies Defendants in writing within the  
5 thirty-day period that the Debt, or any portion thereof, is disputed,  
6 Defendants will obtain verification of the Debt or a copy of a judgment  
7 against the Consumer and a copy of such verification or judgment will be  
8 mailed to the Consumer by Defendants; and (5) a statement that, upon the  
9 Consumer's written request within the thirty-day period, Defendants will  
10 provide the Consumer with the name and address of the original creditor,  
11 if different from the current creditor; and

12 H. Making false, fictitious, or fraudulent statements or representations to  
13 customers of financial institutions to obtain or attempt to obtain customer  
14 information of a financial institution, such as credit or debit card numbers  
15 or bank account and routing numbers.

16 **II. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

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

21 A. Selling, renting, leasing, transferring, or otherwise disclosing the  
22 name, address, birth date, telephone number, email address, credit card  
23 number, bank account number, Social Security number, or other financial  
24 or identifying information of any person that any Defendant obtained in  
25 connection with any activity that pertains to the subject matter of this  
26 Order; and  
27

1 B. Benefitting from or using the name, address, birth date, telephone  
2 number, email address, credit card number, bank account number, Social  
3 Security number, or other financial or identifying information of any  
4 person that any Defendant obtained in connection with any activity that  
5 pertains to the subject matter of this Order.

6 C. *Provided, however*, that Defendants may disclose such identifying  
7 information to a law enforcement agency; to their attorneys, as required  
8 for their defense, as required by any law, regulation, or court order; or in  
9 any filings, pleadings, or discovery in this action in the manner required  
10 by the Federal Rules of Civil Procedure and by any protective order in  
11 the case.

### 12 III. ASSET FREEZE

13 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
14 agents, employees, and attorneys, and all other persons in active concert or  
15 participation with any of them, who receive actual notice of this Order, whether  
16 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

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

- 21 1. owned or controlled, directly or indirectly, by any Defendant;
- 22 2. held, in part or in whole, for the benefit of any Defendant;
- 23 3. in the actual or constructive possession of any Defendant; or
- 24 4. owned or controlled by, in the actual or constructive possession of, or  
25 otherwise held for the benefit of, any corporation, partnership, asset  
26 protection trust, or other entity that is directly or indirectly owned,  
27 managed or controlled by any Defendant.

1 B. Opening or causing to be opened any safe deposit boxes, commercial  
2 mail boxes, or storage facilities titled in the name of any Defendant or  
3 subject to access by any Defendant, except as necessary to comply with  
4 written requests from the Receiver acting pursuant to its authority under  
5 this Order;

6 C. Incurring charges or cash advances on any credit, debit, or ATM card  
7 issued in the name, individually or jointly, of any Corporate Defendant or  
8 any corporation, partnership, or other entity directly or indirectly owned,  
9 managed, or controlled by any Defendant or of which any Defendant is  
10 an officer, director, member, or manager. This includes any corporate  
11 bankcard or corporate credit card account for which any Defendant is, or  
12 was on the date that this Order was signed, an authorized signor; or

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

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

22 **IV. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

23 **IT IS FURTHER ORDERED** that any financial or brokerage institution,  
24 Electronic Data Host, credit card processor, payment processor, merchant bank,  
25 acquiring bank, independent sales organization, third party processor, payment  
26 gateway, insurance company, business entity, or person who receives actual notice  
27 of this Order (by service or otherwise) that (a) has held, controlled, or maintained

1 custody, through an account or otherwise, of any Document on behalf of any  
2 Defendant or any Asset that has been owned or controlled, directly or indirectly, by  
3 any Defendant; held, in part or in whole, for the benefit of any Defendant; in the  
4 actual or constructive possession of any Defendant; or owned or controlled by, in  
5 the actual or constructive possession of, or otherwise held for the benefit of, any  
6 corporation, partnership, asset protection trust, or other entity that is directly or  
7 indirectly owned, managed or controlled by any Defendant; (b) has held,  
8 controlled, or maintained custody, through an account or otherwise, of any  
9 Document or Asset associated with credits, debits, or charges made on behalf of  
10 any Defendant, including reserve funds held by payment processors, credit card  
11 processors, merchant banks, acquiring banks, independent sales organizations,  
12 third party processors, payment gateways, insurance companies, or other entities;  
13 or (c) has extended credit to any Defendant, including through a credit card  
14 account, shall:

15 A. Hold, preserve, and retain within its control and prohibit the withdrawal,  
16 removal, alteration, assignment, transfer, pledge, encumbrance,  
17 disbursement, dissipation, relinquishment, conversion, sale, or other  
18 disposal of any such Document or Asset, as well as all Documents or  
19 other property related to such Assets, except by further order of this  
20 Court or, with respect to any Document or Asset owned by, held in the  
21 name of, for the benefit of, or otherwise controlled by any Receivership  
22 Entity, as directed in writing by the Receiver; *provided, however*, that  
23 this provision does not prohibit an Individual Defendant from incurring  
24 charges on a personal credit card established prior to entry of this Order,  
25 up to the pre-existing credit limit;

26 B. Deny any person, except the Receiver, access to any safe deposit box,  
27 commercial mail box, or storage facility that is titled in the name of any

1 Defendant, either individually or jointly, or otherwise subject to access  
2 by any Defendant;

3 C. Provide the FTC's counsel and the Receiver, within three (3) days of  
4 receiving a copy of this Order, a sworn statement setting forth, for each  
5 Asset or account covered by this Section:

- 6 1. The identification number of each such account or Asset;
- 7 2. The balance of each such account, or a description of the nature and  
8 value of each such Asset, as of the close of business on the day that  
9 this Order is served, and, if the account or other Asset has been closed  
10 or removed, the date closed or removed, the total funds removed in  
11 order to close the account, and the name of the person or entity to  
12 whom such account or other Asset was remitted; and
- 13 3. The identification of any safe deposit box, commercial mailbox, or  
14 storage facility that is either titled in the name, individually or jointly,  
15 of any Defendant, or is otherwise subject to access by any Defendant;  
16 and

17 D. Upon the request of FTC counsel or the Receiver, promptly provide FTC  
18 counsel and the Receiver with copies of all records or other Documents  
19 pertaining to any account or Asset covered by this Section, including  
20 originals or copies of account applications, account statements, signature  
21 cards, checks, drafts, deposit tickets, transfers to and from the accounts  
22 (including wire transfers and wire transfer instructions), all other debit  
23 and credit instruments or slips, currency transaction reports, 1099 forms,  
24 and all logs and records pertaining to safe deposit boxes, commercial  
25 mail boxes, and storage facilities.

26 E. *Provided, however*, that this Section does not prohibit any transfers to the  
27 Receiver or repatriation of foreign Assets specifically required by this

1 Order.

2 **V. FINANCIAL DISCLOSURES**

3 **IT IS FURTHER ORDERED** that each Defendant, within five (5) days of  
4 service of this Order upon them, shall prepare and deliver to FTC counsel and the  
5 Receiver:

- 6 A. Completed financial statements on the forms attached to this Order as  
7 **Attachment A** (Financial Statement of Individual Defendant) for each  
8 Individual Defendant, and **Attachment B** (Financial Statement of  
9 Corporate Defendant) for each Corporate Defendant; and  
10 B. Completed **Attachment C** (IRS Form 4506, Request for Copy of a Tax  
11 Return) for each Defendant.

12 **VI. FOREIGN ASSET REPATRIATION**

13 **IT IS FURTHER ORDERED** that within five (5) days of service of this  
14 Order upon them, each Defendant shall:

- 15 A. Provide FTC counsel with a full accounting, verified under oath and  
16 accurate as of the date of this Order, of all Assets, Documents, and  
17 accounts outside of the United States that are: (1) titled in the name,  
18 individually or jointly, of any Defendant; (2) held by any person or entity  
19 for the benefit of any Defendant or for the benefit of, any corporation,  
20 partnership, asset protection trust, or other entity that is directly or  
21 indirectly owned, managed or controlled by any Defendant; or (3) under  
22 the direct or indirect control, whether jointly or singly, of any Defendant;  
23 B. Take all steps necessary to provide FTC counsel and Receiver access to  
24 all Documents and records that may be held by third parties located  
25 outside of the territorial United States of America, including signing the  
26 Consent to Release of Financial Records appended to this Order as  
27 **Attachment D;**

- 1 C. Transfer to the territory of the United States all Documents and Assets  
2 located in foreign countries that are: (1) titled in the name, individually or  
3 jointly, of any Defendant; (2) held by any person or entity for the benefit  
4 of any Defendant or for the benefit of, any corporation, partnership, asset  
5 protection trust, or other entity that is directly or indirectly owned,  
6 managed or controlled by any Defendant; or (3) under the direct or  
7 indirect control, whether jointly or singly, of any Defendant; and  
8 D. The same business day as any repatriation, (1) notify the Receiver and  
9 FTC counsel of the name and location of the financial institution or other  
10 entity that is the recipient of such Documents or Assets; and (2) serve this  
11 Order on any such financial institution or other entity.

12 **VII. NON-INTERFERENCE WITH REPATRIATION**

13 **IT IS FURTHER ORDERED** that Defendants, Defendants’ officers,  
14 agents, employees, and attorneys, and all other persons in active concert or  
15 participation with any of them, who receive actual notice of this Order, whether  
16 acting directly or indirectly, are hereby temporarily restrained and enjoined from  
17 taking any action, directly or indirectly, which may result in the encumbrance or  
18 dissipation of foreign Assets, or in the hindrance of the repatriation required by this  
19 Order, including, but not limited to:

- 20 A. Sending any communication or engaging in any other act, directly or  
21 indirectly, that results in a determination by a foreign trustee or other  
22 entity that a “duress” event has occurred under the terms of a foreign  
23 trust agreement until such time that all Defendants’ Assets have been  
24 fully repatriated pursuant to this Order; and  
25 B. Notifying any trustee, protector or other agent of any foreign trust or  
26 other related entities of either the existence of this Order, or of the fact  
27 that repatriation is required pursuant to a court order, until such time that

1 all Defendants' Assets have been fully repatriated pursuant to this Order.

2 **VIII. CONSUMER CREDIT REPORTS**

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

8 **IX. PRESERVATION OF RECORDS**

9 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
10 agents, employees, and attorneys, and all other persons in active concert or  
11 participation with any of them, who receive actual notice of this Order, whether  
12 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

13 A. Destroying, erasing, falsifying, writing over, mutilating, concealing,  
14 altering, transferring, or otherwise disposing of, in any manner, directly  
15 or indirectly, Documents that relate to: (1) the business, business  
16 practices, Assets, or business or personal finances of any Defendant; (2)  
17 the business practices or finances of entities directly or indirectly under  
18 the control of any Defendant; or (3) the business practices or finances of  
19 entities directly or indirectly under common control with any other  
20 Defendant; and

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

24 **X. REPORT OF NEW BUSINESS ACTIVITY**

25 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
26 agents, employees, and attorneys, and all other persons in active concert or  
27 participation with any of them, who receive actual notice of this Order, whether



1 acting directly or indirectly, are hereby temporarily restrained and enjoined from  
2 creating, operating, or exercising any control over any business entity, whether  
3 newly formed or previously inactive, including any partnership, limited  
4 partnership, joint venture, sole proprietorship, or corporation, without first  
5 providing FTC counsel and the Receiver with a written statement disclosing: (1)  
6 the name of the business entity; (2) the address and telephone number of the  
7 business entity; (3) the names of the business entity's officers, directors, principals,  
8 managers, and employees; and (4) a detailed description of the business entity's  
9 intended activities.

#### 10 **XI. TEMPORARY RECEIVER**

11 **IT IS FURTHER ORDERED** that Thomas McNamara is appointed as  
12 temporary receiver of the Receivership Entities with full powers of an equity  
13 receiver. The Receiver shall be solely the agent of this Court in acting as Receiver  
14 under this Order.

#### 15 **XII. DUTIES AND AUTHORITY OF RECEIVER**

16 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized  
17 to accomplish the following:

- 18 A. Assume full control of Receivership Entities by removing, as the  
19 Receiver deems necessary or advisable, any director, officer, independent  
20 contractor, employee, attorney, or agent of any Receivership Entity from  
21 control of, management of, or participation in, the affairs of the  
22 Receivership Entity;
- 23 B. Take exclusive custody, control, and possession of all Assets and  
24 Documents of, or in the possession, custody, or under the control of, any  
25 Receivership Entity, wherever situated;
- 26 C. Take exclusive custody, control, and possession of all Documents or  
27 Assets associated with credits, debits, or charges made on behalf of any

1 Receivership Entity, wherever situated, including reserve funds held by  
2 payment processors, credit card processors, merchant banks, acquiring  
3 banks, independent sales organizations, third party processors, payment  
4 gateways, insurance companies, or other entities;

5 D. Conserve, hold, manage, and prevent the loss of all Assets of the  
6 Receivership Entities, and perform all acts necessary or advisable to  
7 preserve the value of those Assets. The Receiver shall assume control  
8 over the income and profits therefrom and all sums of money now or  
9 hereafter due or owing to the Receivership Entities. The Receiver shall  
10 have full power to sue for, collect, and receive all Assets of the  
11 Receivership Entities and of other persons or entities whose interests are  
12 now under the direction, possession, custody, or control of the  
13 Receivership Entities. *Provided, however,* that the Receiver shall not  
14 attempt to collect any amount from a Consumer if the Receiver believes  
15 the Consumer's debt to the Receivership Entities has resulted from the  
16 deceptive acts or practices or other violations of law alleged in the  
17 Complaint in this matter, without prior Court approval;

18 E. Obtain, conserve, hold, manage, and prevent the loss of all Documents of  
19 the Receivership Entities, and perform all acts necessary or advisable to  
20 preserve such Documents. The Receiver shall: divert mail; preserve all  
21 Documents of the Receivership Entities that are accessible via electronic  
22 means (such as online access to financial accounts and access to  
23 electronic documents held onsite or by Electronic Data Hosts, by  
24 changing usernames, passwords or other log-in credentials); take  
25 possession of all electronic Documents of the Receivership Entities  
26 stored onsite or remotely; take whatever steps necessary to preserve all  
27 such Documents; and obtain the assistance of the FTC's Digital Forensic

1 Unit for the purpose of obtaining electronic documents stored onsite or  
2 remotely;

3 F. Choose, engage, and employ attorneys, accountants, appraisers, and other  
4 independent contractors and technical specialists, as the Receiver deems  
5 advisable or necessary in the performance of duties and responsibilities  
6 under the authority granted by this Order;

7 G. Make payments and disbursements from the receivership estate that are  
8 necessary or advisable for carrying out the directions of, or exercising the  
9 authority granted by, this Order, and to incur, or authorize the making of,  
10 such agreements as may be necessary and advisable in discharging his or  
11 her duties as Receiver. The Receiver shall apply to the Court for prior  
12 approval of any payment of any debt or obligation incurred by the  
13 Receivership Entities prior to the date of entry of this Order, except  
14 payments that the Receiver deems necessary or advisable to secure  
15 Assets of the Receivership Entities, such as rental payments;

16 H. Take all steps necessary to secure and take exclusive custody of each  
17 location from which the Receivership Entities operate their businesses.  
18 Such steps may include, but are not limited to, any of the following, as  
19 the Receiver deems necessary or advisable: (1) securing the location by  
20 changing the locks and alarm codes and disconnecting any internet access  
21 or other means of access to the computers, servers, internal networks, or  
22 other records maintained at that location; and (2) requiring any persons  
23 present at the location to leave the premises, to provide the Receiver with  
24 proof of identification, or to demonstrate to the satisfaction of the  
25 Receiver that such persons are not removing from the premises  
26 Documents or Assets of the Receivership Entities. Law enforcement  
27 personnel, including, but not limited to, police or sheriffs, may assist the

1 Receiver in implementing these provisions in order to keep the peace and  
2 maintain security. If requested by the Receiver, the United States  
3 Marshal will provide appropriate and necessary assistance to the  
4 Receiver to implement this Order and is authorized to use any necessary  
5 and reasonable force to do so;

6 I. Take all steps necessary to prevent the modification, destruction, or  
7 erasure of any web page or website registered to and operated, in whole  
8 or in part, by any Defendants, and to provide access to all such web page  
9 or websites to the FTC's representatives, agents, and assistants, as well as  
10 Defendants and their representatives;

11 J. Enter into and cancel contracts and purchase insurance as advisable or  
12 necessary;

13 K. Prevent the inequitable distribution of Assets and determine, adjust, and  
14 protect the interests of Consumers who have transacted business with the  
15 Receivership Entities;

16 L. Make an accounting, as soon as practicable, of the Assets and financial  
17 condition of the receivership and file the accounting with the Court and  
18 deliver copies thereof to all parties;

19 M. Institute, compromise, adjust, appear in, intervene in, defend, dispose of,  
20 or otherwise become party to any legal action in state, federal or foreign  
21 courts or arbitration proceedings as the Receiver deems necessary and  
22 advisable to preserve or recover the Assets of the Receivership Entities,  
23 or to carry out the Receiver's mandate under this Order, including, but  
24 not limited to, actions challenging fraudulent or voidable transfers;

25 N. Issue subpoenas to obtain Documents and records pertaining to the  
26 Receivership, and conduct discovery in this action on behalf of the  
27 receivership estate, in addition to obtaining other discovery as set forth in

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this Order;

O. Open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts. The Receiver shall serve copies of monthly account statements on all parties;

P. Maintain accurate records of all receipts and expenditures incurred as Receiver;

Q. Allow the FTC’s representatives, agents, and assistants, as well as Defendants’ representatives and Defendants themselves, reasonable access to the premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to inspect and copy any and all books, records, Documents, accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access.

R. Allow the FTC’s representatives, agents, and assistants, as well as Defendants and their representatives reasonable access to all Documents in the possession, custody, or control of the Receivership Entities;

S. Cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

T. Suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be continued legally and profitably;

1 U. If the Receiver identifies a nonparty entity as a Receivership Entity,  
2 promptly notify the entity as well as the parties, and inform the entity that  
3 it can challenge the Receiver's determination by filing a motion with the  
4 Court. *Provided, however,* that the Receiver may delay providing such  
5 notice until the Receiver has established control of the nonparty entity  
6 and its assets and records, if the Receiver determines that notice to the  
7 entity or the parties before the Receiver establishes control over the entity  
8 may result in the destruction of records, dissipation of assets, or any other  
9 obstruction of the Receiver's control of the entity; and

10 V. If in the Receiver's judgment the business operations cannot be continued  
11 legally and profitably, take all steps necessary to ensure that any of the  
12 Receivership Entities' web pages or websites relating to the activities  
13 alleged in the Complaint cannot be accessed by the public, or are  
14 modified for consumer education and/or informational purposes, and take  
15 all steps necessary to ensure that any telephone numbers associated with  
16 the Receivership Entities cannot be accessed by the public, or are  
17 answered solely to provide consumer education or information regarding  
18 the status of operations.

19 **XIII. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

20 **IT IS FURTHER ORDERED** that Defendants and any other person, with  
21 possession, custody or control of property of, or records relating to, the  
22 Receivership Entities shall, upon notice of this Order by personal service or  
23 otherwise, fully cooperate with and assist the Receiver in taking and maintaining  
24 possession, custody, or control of the Assets and Documents of the Receivership  
25 Entities and immediately transfer or deliver to the Receiver possession, custody,  
26 and control of, the following:

27 A. All Assets held by or for the benefit of the Receivership Entities;

1 B. All Documents or Assets associated with credits, debits, or charges made  
2 on behalf of any Receivership Entity, wherever situated, including  
3 reserve funds held by payment processors, credit card processors,  
4 merchant banks, acquiring banks, independent sales organizations, third  
5 party processors, payment gateways, insurance companies, or other  
6 entities;

7 C. All Documents of, or pertaining to, the Receivership Entities;

8 D. All computers, electronic devices, mobile devices and machines used to  
9 conduct the business of the Receivership Entities;

10 E. All Assets and Documents belonging to other persons or entities whose  
11 interests are under the direction, possession, custody, or control of the  
12 Receivership Entities; and

13 F. All keys, codes, user names and passwords necessary to gain or to secure  
14 access to any Assets or Documents of, or pertaining to, the Receivership  
15 Entities, including access to their business premises, means of  
16 communication, accounts, computer systems (onsite and remote),  
17 Electronic Data Hosts, or other property.

18 In the event that any person or entity fails to deliver or transfer any Asset or  
19 Document, or otherwise fails to comply with any provision of this Section, the  
20 Receiver may file an Affidavit of Non-Compliance regarding the failure and a  
21 motion seeking compliance or a contempt citation.

22 **XIV. PROVISION OF INFORMATION TO THE RECEIVER**

23 **IT IS FURTHER ORDERED** that Defendants shall immediately provide  
24 to the Receiver:

25 A. A list of all Assets and accounts of the Receivership Entities that are held  
26 in any name other than the name of a Receivership Entity, or by any  
27 person or entity other than a Receivership Entity;

1 B. A list of all agents, employees, officers, attorneys, servants and those  
2 persons in active concert and participation with the Receivership Entities,  
3 or who have been associated or done business with the Receivership  
4 Entities; and

5 C. A description of any documents covered by attorney-client privilege or  
6 attorney work product, including files where such documents are likely to  
7 be located, authors or recipients of such documents, and search terms  
8 likely to identify such electronic documents.

9 **XV. COOPERATION WITH THE RECEIVER**

10 **IT IS FURTHER ORDERED** that Defendants; Receivership Entities;  
11 Defendants' or Receivership Entities' officers, agents, employees, and attorneys,  
12 all other persons in active concert or participation with any of them, and any other  
13 person with possession, custody, or control of property of, or records relating to,  
14 the Receivership entities who receive actual notice of this Order shall fully  
15 cooperate with and assist the Receiver. This cooperation and assistance shall  
16 include, but is not limited to:

17 A. Providing information to the Receiver that the Receiver deems necessary  
18 to exercise the authority and discharge the responsibilities of the Receiver  
19 under this Order;

20 B. Providing any keys, codes, user names and passwords required to access  
21 any computers, electronic devices, mobile devices, and machines (onsite  
22 or remotely), and any cloud account (including the specific method to  
23 access such account) or electronic file in any medium;

24 C. Transferring the Receivership Entities' domain names to the Receiver's  
25 control, including but not limited to: blgme.com, blghome.com,  
26 blackrocklegal.net, blackrockinfo.com, eblackrock.com,  
27 blackrocklg.com, blackrocklogin.com, 4blackrock.com, toblackrock.com,



1 “iblackrock.net, 2blackrock.com, blackrock2.com, blackrock100.com,  
2 brlg.net, blackrockservices.net, blackwaterinfo.com, blackwaterlg.com,  
3 blhelp.com, blackrock911.com, toblg.comcivilcomplaint.net,  
4 civilcomplaints.net, civilcomplaint.org, 1clg.com, icornerstone.net,  
5 ucornerstone.com, cornerstone911.com, cornerstonelg.com,  
6 cornerstone100.com, joincornerstone.com, blackrockservices.net,  
7 heritagedocs.com, firstamericanbilling.com, firstnationalbilling.com,  
8 pacificbilling.com, pacificbilling.org, pacificbillings.com,  
9 pacificlegal.net, pacific-legal.com, pacificbillingsolutions.com,  
10 pacificlaw.net, pacific-legal.com, pacific-billing.com coastbilling.com,  
11 frontierbilling.com, pacbilling.com, progressivelg.com,  
12 cherrywoodbilling.com, northwestbilling.com, acornbilling.com,  
13 aegisdocs.com, heritage-legal.com, toheritage.com, centurybilling.net,  
14 centurylaw.net, clgcollections.com, lauriebrows.com, aegislg.com,  
15 aegishelp.com, aegislegalgroup.com, Libertycredit.net,  
16 blackstoneinfo.com, blackstonelegalgroup.com, blghelp.com and  
17 blackrocklegal.net;

18 D. Advising all persons who owe money to any Receivership Entity that all  
19 debts should be paid directly to the Receiver; and

20 E. Transferring funds at the Receiver’s direction and producing records  
21 related to the Assets and sales of the Receivership Entities.

22 **XVI. NON-INTERFERENCE WITH THE RECEIVER**

23 **IT IS FURTHER ORDERED** that Defendants; Receivership Entities;  
24 Defendants’ or Receivership Entities’ officers, agents, employees, attorneys, and  
25 all other persons in active concert or participation with any of them, who receive  
26 actual notice of this Order, and any other person served with a copy of this Order,  
27 are hereby restrained and enjoined from directly or indirectly:

- 1 A. Interfering with the Receiver’s efforts to manage, or take custody,  
2 control, or possession of, the Assets or Documents subject to the  
3 receivership;
- 4 B. Transacting any of the business of the Receivership Entities;
- 5 C. Transferring, receiving, altering, selling, encumbering, pledging,  
6 assigning, liquidating, or otherwise disposing of any Assets owned,  
7 controlled, or in the possession or custody of, or in which an interest is  
8 held or claimed by, the Receivership Entities; or
- 9 D. Refusing to cooperate with the Receiver or the Receiver’s duly  
10 authorized agents in the exercise of their duties or authority under any  
11 order of this Court.

12 **XVII. STAY OF ACTIONS**

13 **IT IS FURTHER ORDERED** that:

- 14 A. Except by leave of this Court, during the pendency of the receivership  
15 ordered herein, Defendants, Defendants’ officers, agents, employees,  
16 attorneys, and all other persons in active concert or participation with any  
17 of them, who receive actual notice of this Order, and their corporations,  
18 subsidiaries, divisions, or affiliates, and all investors, creditors,  
19 stockholders, lessors, customers, and other persons seeking to establish or  
20 enforce any claim, right, or interest against or on behalf of Defendants,  
21 and all others acting for or on behalf of such persons, are hereby enjoined  
22 from taking action that would interfere with the exclusive jurisdiction of  
23 this Court over the Assets or Documents of the Receivership Entities,  
24 including, but not limited to:
- 25 1. Filing or assisting in the filing of a petition for relief under the  
26 Bankruptcy Code, 11 U.S.C. § 101 et seq., or of any similar  
27 insolvency proceeding on behalf of the Receivership Entities;

- 1           2. Commencing, prosecuting, or continuing a judicial, administrative, or  
2           other action or proceeding against the Receivership Entities, including  
3           the issuance or employment of process against the Receivership  
4           Entities, except that such actions may be commenced if necessary to  
5           toll any applicable statute of limitations; or
- 6           3. Filing or enforcing any lien on any asset of the Receivership Entities;  
7           taking or attempting to take possession, custody, or control of any  
8           Asset of the Receivership Entities; or attempting to foreclose, forfeit,  
9           alter, or terminate any interest in any Asset of the Receivership  
10          Entities, whether such acts are part of a judicial proceeding, are acts of  
11          self-help, or otherwise; and

12          B. The Receiver and his agents acting within the scope of such agency  
13          (“Retained Personnel”) are entitled to rely on all outstanding rules of law  
14          and orders of this Court and shall not be liable to anyone for their own  
15          good faith compliance with any order, rule, law, judgment, or decree. In  
16          no event shall the Receiver or any Retained Personnel be liable to any  
17          Person (except the FTC) for their acts or omissions or their good faith  
18          compliance with their duties and responsibilities, except as a result of a  
19          finding by this Court that they acted or failed to act as a result of  
20          malfeasance, bad faith, gross negligence, or in reckless disregard of their  
21          duties. Any person (except the FTC) seeking recovery from the Receiver  
22          or any Retained Personnel for conduct in the course of the administration  
23          of this estate must first obtain leave from this Court. This Court shall  
24          retain jurisdiction over any action filed against the Receiver or any  
25          Retained Personnel based upon acts or omissions committed in their  
26          representative capacities.

27          *Provided, however,* that this Order does not stay: (1) the commencement or

1 continuation of a criminal action or proceeding; (2) the commencement or  
2 continuation of an action or proceeding by a governmental unit to enforce such  
3 governmental unit's police or regulatory power; or (3) the enforcement of a  
4 judgment, other than a money judgment, obtained in an action or proceeding by a  
5 governmental unit to enforce such governmental unit's police or regulatory power.

6 **XVIII. COMPENSATION OF RECEIVER**

7 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by  
8 the Receiver as herein authorized, including counsel to the Receiver and  
9 accountants, are entitled to reasonable compensation for the performance of duties  
10 pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by  
11 them, from the Assets now held by, in the possession or control of, or which may  
12 be received by, the Receivership Entities. The Receiver shall file with the Court  
13 and serve on the parties periodic requests for the payment of such reasonable  
14 compensation, with the first such request filed no more than sixty (60) days after  
15 the date of entry of this Order. The Receiver shall not increase the hourly rates  
16 used as the bases for such fee applications without prior approval of the Court.

17 **XIX. RECEIVER'S BOND**

18 **IT IS FURTHER ORDERED** that the Receiver shall file with the Clerk of  
19 this Court a bond in the sum of \$15,000 with sureties to be approved by the Court,  
20 conditioned that the Receiver will well and truly perform the duties of the office  
21 and abide by and perform all acts the Court directs pursuant to 28 U.S.C. § 754.

22 **XX. RECEIVER'S REPORTS**

23 **IT IS FURTHER ORDERED** that the Receiver shall report to this Court  
24 on or before any date set for a hearing on whether a Preliminary Injunction should  
25 issue, regarding (1) the steps taken by the Receiver to implement the terms of this  
26 Order; (2) the value of all liquidated and unliquidated assets of the Receivership  
27 Entities; (3) the sum of all liabilities of the Receivership Entities; (4) the steps the

1 Receiver intends to take in the future to (a) prevent any diminution in the value of  
2 assets of the Receivership Entities, (b) pursue receivership assets from third  
3 parties, and (c) adjust the liabilities of the Receivership Entities, if appropriate; (5)  
4 whether the business of the Receivership Entities can be operated lawfully and  
5 profitably; and (6) any other matters that the Receiver believes should be brought  
6 to the Court's attention. *Provided, however,* that if any of the required information  
7 would hinder the Receiver's ability to pursue receivership assets, the portions of  
8 the Receiver's report containing such information may be filed under seal and not  
9 served on the parties.

10 **XXI. IMMEDIATE ACCESS TO BUSINESS PREMISES AND RECORDS**

11 **IT IS FURTHER ORDERED THAT:**

- 12 A. In order to allow the FTC and the Receiver to preserve Assets and  
13 evidence relevant to this action and to expedite discovery, the FTC and  
14 the Receiver, and their representatives, agents, contractors, and assistants,  
15 shall have immediate access to the business premises and storage  
16 facilities, owned, controlled, or used by the Receivership Entities. Such  
17 locations include, but are not limited to, (1) 7111 Garden Grove  
18 Boulevard, Suite 119, Garden Grove, CA 92841 and (2) any offsite  
19 location or commercial mailbox used by the Receivership Entities. The  
20 Receiver may exclude Defendants, Receivership Entities, and their  
21 employees from the business premises during the immediate access.
- 22 B. Any landlord, management office, security office, or any other person  
23 that controls access to any such business premises shall, immediately  
24 upon receiving notice of this Order, cooperate with the Receiver and take  
25 whatever steps necessary to allow the Receiver access to such business  
26 premises, and such persons are prohibited from notifying Defendants of  
27 the existence of this Order or the Receiver's entry into the business

1 premises until the Receiver has notified such persons in writing that the  
2 Receiver has secured such business premises.

3 C. The FTC and the Receiver, and their representatives, agents, contractors,  
4 and assistants, are authorized to remove Documents from the  
5 Receivership Entities' premises so that they may be inspected,  
6 inventoried, and copied. The FTC shall return any removed materials to  
7 the Receiver within five (5) business days of completing inventorying  
8 and copying, or such time as is agreed upon by the FTC and the  
9 Receiver;

10 D. The FTC's access to the Receivership Entities' documents pursuant to  
11 this Section shall not provide grounds for any Defendant to object to any  
12 subsequent request for documents served by the FTC;

13 E. The FTC and the Receiver, and their representatives, agents, contractors,  
14 and assistants, are authorized to obtain the assistance of federal, state and  
15 local law enforcement officers as they deem necessary to effect service  
16 and to implement peacefully the provisions of this Order;

17 F. If any Documents, computers, or electronic storage devices containing  
18 information related to the business practices or finances of the  
19 Receivership Entities are at a location other than those listed herein,  
20 including personal residence(s) of any Defendant, then, immediately  
21 upon receiving notice of this order, Defendants and Receivership Entities  
22 shall produce to the Receiver all such Documents, computers, and  
23 electronic storage devices, along with any codes or passwords needed for  
24 access. In order to prevent the destruction of computer data, upon service  
25 of this Order, any such computers or electronic storage devices shall be  
26 powered down in the normal course of the operating system used on such  
27

1 devices and shall not be powered up or used until produced for copying  
2 and inspection; and

3 G. If any communications or records of any Receivership Entity are stored  
4 with an Electronic Data Host, such Entity shall, immediately upon  
5 receiving notice of this order, provide the Receiver with the username,  
6 passwords, and any other login credential needed to access the  
7 communications and records, and shall not attempt to access, or cause a  
8 third-party to attempt to access, the communications or records.

9 **XXII. DISTRIBUTION OF ORDER BY DEFENDANTS**

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

23 **XXIII. EXPEDITED DISCOVERY**

24 **IT IS FURTHER ORDERED** that, notwithstanding the provisions of the  
25 Fed. R. Civ. P. 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P.  
26 30(a), 33, 34, and 45, the FTC and the Receiver are granted leave, at any time after  
27 service of this Order, to conduct limited expedited discovery for the purpose of

1 discovering: (1) the nature, location, status, and extent of Defendants' Assets; (2)  
2 the nature, location, and extent of Defendants' business transactions and  
3 operations; (3) Documents reflecting Defendants' business transactions and  
4 operations; or (4) compliance with this Order. The limited expedited discovery set  
5 forth in this Section shall proceed as follows:

6 A. The FTC and the Receiver may take the deposition of parties and non-  
7 parties. Forty-eight (48) hours' notice shall be sufficient notice for such  
8 depositions. The limitations and conditions set forth in Rules 30(a)(2)(A)  
9 and 31(a)(2)(A) of the Federal Rules of Civil Procedure regarding  
10 subsequent depositions of an individual shall not apply to depositions  
11 taken pursuant to this Section. Any such deposition taken pursuant to  
12 this Section shall not be counted towards the deposition limit set forth in  
13 Rules 30(a)(2)(A) and 31(a)(2)(A), and depositions may be taken by  
14 telephone or other remote electronic means;

15 B. The FTC and the Receiver may serve upon parties requests for  
16 production of Documents or inspection that require production or  
17 inspection within five (5) days of service, *provided, however*, that three  
18 (3) days of notice shall be deemed sufficient for the production of any  
19 such Documents that are maintained or stored only in an electronic  
20 format;

21 C. The FTC and the Receiver may serve upon parties interrogatories that  
22 require response within five (5) days after the FTC serves such  
23 interrogatories;

24 D. The FTC and the Receiver may serve subpoenas upon non-parties that  
25 direct production or inspection within five (5) days of service;

26 E. Service of discovery upon a party to this action, taken pursuant to this  
27 Section, shall be sufficient if made by facsimile, email, or by overnight



1 delivery;

2 F. Any expedited discovery taken pursuant to this Section is in addition to,  
3 and is not subject to, the limits on discovery set forth in the Federal Rules  
4 of Civil Procedure and the Local Rules of this Court. The expedited  
5 discovery permitted by this Section does not require a meeting or  
6 conference of the parties, pursuant to Rules 26(d) & (f) of the Federal  
7 Rules of Civil Procedure;

8 G. The Parties are exempted from making initial disclosures under Fed. R.  
9 Civ. P. 26(a)(1) until further order of this Court.

10 **XXIV. SERVICE OF THIS ORDER**

11 **IT IS FURTHER ORDERED** that copies of this Order as well as the  
12 Motion for Temporary Restraining Order and all other pleadings, Documents, and  
13 exhibits filed contemporaneously with that Motion (other than the complaint and  
14 summons), may be served by any means, including facsimile transmission,  
15 electronic mail or other electronic messaging, personal or overnight delivery, U.S.  
16 Mail or FedEx, by agents and employees of the FTC, by any law enforcement  
17 agency, or by private process server, upon any Defendant or any person (including  
18 any financial institution) that may have possession, custody, or control of any  
19 Asset or Document of any Defendant, or that may be subject to any provision of  
20 this Order pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For  
21 purposes of this Section, service upon any branch, subsidiary, affiliate or office of  
22 any entity shall effect service upon the entire entity.

23 **XXV. CORRESPONDENCE AND SERVICE ON THE FTC**

24 **IT IS FURTHER ORDERED** that, for the purpose of this Order, all  
25 correspondence and service of pleadings on the FTC shall be addressed to Quinn  
26 Martin and Jason Sanders, 600 Pennsylvania Avenue, Mail Drop CC-10232,  
27 Washington, D.C. 20580, email [qmartin@ftc.gov](mailto:qmartin@ftc.gov) and [jsanders1@ftc.gov](mailto:jsanders1@ftc.gov).



1 is not necessary unless Defendants demonstrate that they have, and  
2 intend to introduce, evidence that raises a genuine and material factual  
3 issue. The question of whether this Court should enter a preliminary  
4 injunction shall be resolved on the pleadings, declarations, exhibits, and  
5 memoranda filed by, and the oral argument of, the parties. Live  
6 testimony shall be heard only on further order of this Court. Any motion  
7 to permit such testimony shall be filed with the Court and served on  
8 counsel for the other parties at least five (5) days prior to the preliminary  
9 injunction hearing in this matter. Such motion shall set forth the name,  
10 address, and telephone number of each proposed witness, a detailed  
11 summary or affidavit revealing the substance of each proposed witness's  
12 expected testimony, and an explanation of why the taking of live  
13 testimony would be helpful to this Court. Any papers opposing a timely  
14 motion to present live testimony or to present live testimony in response  
15 to another party's timely motion to present live testimony shall be filed  
16 with this Court and served on the other parties at least three (3) days prior  
17 to the order to show cause hearing.

18 D. Service shall be performed by personal or overnight delivery, facsimile  
19 or email, and Documents shall be delivered so that they shall be received  
20 by the other parties no later than 5:00 p.m. (PST) on the appropriate dates  
21 provided in this Section.

## 22 **XXVIII. DURATION OF THE ORDER**

23 **IT IS FURTHER ORDERED** that this Order shall expire fourteen (14)  
24 days from the date of entry noted below, unless within such time the Order is  
25 extended for an additional period pursuant to Fed. R. Civ. P. 65(b)(2).  
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**XXIX. RETENTION OF JURISDICTION**

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

**IT IS SO ORDERED.**

Dated: 02/27/25

  
UNITED STATES DISTRICT JUDGE