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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Federal Trade Commission,  
  
Plaintiff,  
  
v.  
  
Accelerated Debt Settlement Incorporated,  
et al.,  
  
Defendants.

No. CV-25-02443-PHX-SMB  
  
**STIPULATED  
PRELIMINARY INJUNCTION**

Plaintiff, the Federal Trade Commission (“FTC”), commenced this civil action on July 14, 2025, 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), Section 621(a) of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681s(a), and Section 522(a) of the Gramm-Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6822(a). (ECF No. 14.) On July 14, 2025, on motion by the FTC, the Court entered an *ex parte* temporary restraining order with asset freeze, appointment of a receiver, other equitable relief against Defendants (“TRO”). (ECF No. 21.)

The FTC, Defendants, and the Court-appointed Receiver, by and through their undersigned counsel, hereby stipulate, agree, and move the Court for entry of this preliminary injunction (“Order”) (Doc. 40).

**FINDINGS OF FACT**

By stipulation of the parties, the Court finds as follows:

- 1 A. The FTC and Defendants have stipulated and agreed to the entry of this Order without  
2 any admission of wrongdoing or violation of law, and without a finding by the Court  
3 of law or fact other than stated below.
- 4 B. Defendants waive all rights to seek judicial review or otherwise challenge or contest  
5 the validity of this Order.
- 6 C. This Court has jurisdiction over the subject matter of this case, and there is good  
7 cause to believe that it will have jurisdiction over all parties hereto and that venue in  
8 this District is proper.
- 9 D. The FTC asserts that there is good cause to believe that Defendants have engaged in  
10 and may engage in acts or practices that violate Section 5(a) of the FTC Act, 15  
11 U.S.C. § 45(a), multiple provisions of the FTC’s Telemarketing Sales Rule (“TSR”),  
12 16 C.F.R. Part 310, multiple provisions of the FTC’s Trade Regulation Rule on  
13 Impersonation of Government and Businesses (“Impersonation Rule”), 16 C.F.R. Part  
14 461, Section 604(f)(1) of the FCRA, 15 U.S.C. § 1681b(f)(1), and Section 521 of the  
15 GLB Act, 15 U.S.C. § 6821 and that the FTC is therefore likely to prevail on the  
16 merits of the action.
- 17 E. The FTC asserts that there is good cause to believe that immediate and irreparable  
18 harm will result from Defendants’ violations of the FTC Act, the TSR, the  
19 Impersonation Rule, the FCRA, and the GLB Act unless Defendants are restrained  
20 and enjoined by order of this Court.
- 21 F. The FTC asserts that good cause exists for continuing the receivership over the  
22 Receiver Entities and the freeze over Defendants’ assets as may be modified herein or  
23 as agreed hereafter.
- 24 G. Entry of this Order is in the public interest.
- 25 H. This Court has authority to issue this Order pursuant to Section 13(b) of the FTC Act,  
26 15 U.S.C. § 53(b); Fed. R. Civ. P. 65; and the All Writs Act, 28 U.S.C. § 1651.
- 27 I. No security is required of any agency of the United States for issuance of a  
28 preliminary injunction. Fed. R. Civ. P. 65(c).

**DEFINITIONS**

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

- A. **“Asset”** means any legal or equitable interest in, right to, or claim to, any property, wherever located and by whomever held.
- B. **“Consumer”** means any Person.
- C. **“Corporate Defendant(s)”** means Accelerated Debt Settlement Inc. also doing business as Accelerated Debt Solutions and ADS Resolve, ADS Resolve LLC, Financial Solutions Group LLC also doing business as Accelerated Debt Settlement LLC and Accelerated Debt Solutions LLC, Unified Capital Services LLC formerly known as Alternative Industrial Services, LLC and also doing business as Unified Debt, Mediwerks, Resolution Specialists LLC, Futura Capital, LLC, and each of their subsidiaries, affiliates, successors, and assigns.
- D. **“Debt Relief Service”** means any program or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a person and one or more unsecured creditors or debt collectors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a person to an unsecured creditor or debt collector.
- E. **“Defendants”** means Corporate Defendants and Individual Defendants, individually, collectively, or in any combination.
- F. **“Document”** is synonymous in meaning and equal in scope to the usage of “document” and “electronically stored information” in Federal Rule of Civil Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video recordings, images, Internet sites, web pages, websites, electronic correspondence, including e-mail and instant messages, contracts, accounting data, advertisements, FTP Logs, Server Access Logs, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, customer or sales databases and any other

1 electronically stored information, including Documents located on remote servers or  
2 cloud computing systems, and other data or data compilations from which information  
3 can be obtained directly or, if necessary, after translation into a reasonably usable  
4 form. A draft or non-identical copy is a separate document within the meaning of the  
5 term.

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

10 H. **“Individual Defendants”** means Jeffrey A. Lakes, Robert L. Knechtel, and Elizabeth  
11 A. Reaney.

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

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

17 K. **“Receivership Entities”** means Corporate Defendants as well as any other entity that  
18 has conducted any business related to Defendants’ marketing of Debt Relief Services,  
19 including receipt of Assets derived from any activity that is the subject of the  
20 Complaint in this matter, and that the Receiver determines is controlled or owned by  
21 any Defendant.

22 **ORDER**

23 **PROHIBITED CONDUCT**

24 I. **IT IS THEREFORE ORDERED** that Defendants, Defendants’ officers, agents,  
25 employees, and attorneys, and all other persons in active concert or participation  
26 with them, who receive actual notice of this Order by personal service or  
27 otherwise, whether acting directly or indirectly, in connection with the advertising,  
28 marketing, promoting, or offering for sale of any goods or services, are

1 temporarily restrained and enjoined from:

2 A. Misrepresenting or assisting others in misrepresenting, directly or indirectly,  
3 expressly or by implication:

- 4 1. That any Debt Relief Service will reduce Consumer debts substantially;
- 5 2. That any fee charged for any Debt Relief Service will be part of the overall  
6 debt to be reduced or eliminated, or that Consumers will not actually have  
7 to pay such fee;
- 8 3. That any negative effect on Consumers' credit scores from participation in  
9 any Debt Relief Service is temporary, or that Consumers' credit scores will  
10 improve or return to normal after completion of any Debt Relief Services;
- 11 4. That any Person is, or is affiliated with, a Consumer's bank or credit card  
12 issuer;
- 13 5. That any Person is, or is affiliated with, the federal government;
- 14 6. That any Person is, or is affiliated with, any consumer reporting agency; or
- 15 7. Any other fact material to Consumers concerning any Debt Relief Service,  
16 such as: the total costs; any material restrictions, limitations, or conditions;  
17 or any material aspect of its performance, efficacy, nature, or central  
18 characteristics;

19 B. Charging or receiving money or other valuable consideration for the  
20 performance of any Debt Relief Service before such service is fully performed;

21 C. Failing to disclose, in a clear and conspicuous manner, that any Debt Relief  
22 Service that directs Consumers to stop making timely payments to their credit  
23 card companies will likely adversely affect Consumers' creditworthiness;

24 D. Initiating or causing others to initiate outbound telephone calls that fail to  
25 transmit the telephone number and name of the telemarketer or seller to any  
26 caller identification service in use by a recipient of a telemarketing call;

27 E. Creating or causing to be created a remotely created payment order as payment  
28 for any good or service;

- 1 F. Initiating or causing others to initiate outbound telephone calls to Persons’  
2 telephone numbers on the National Do Not Call Registry;
- 3 G. Initiating or causing others to initiate outbound telephone calls to Persons  
4 within a given area code without having paid, directly or through another  
5 Person, the annual fee required by Section 310.8(c) of the TSR for access to  
6 telephone numbers within that area code that are included in the National Do  
7 Not Call Registry;
- 8 H. Using or obtaining consumers reports with a purpose for which the consumer  
9 reports are authorized to be furnished under Section 604 of the FCRA; and
- 10 I. Making or assisting others in making false, fictitious, or fraudulent statements  
11 or representations to customers of financial institutions or to officers,  
12 employees, or agents of a financial institution to obtain or attempt to obtain  
13 customer information of a financial institution of those customers, such as  
14 credit or debit card numbers, bank account or routing numbers, or consumer  
15 credit reports.

16 **PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

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

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

1 Defendant obtained in connection with any activity that pertains to the subject  
2 matter of this Order.

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

8 **ASSET FREEZE**

9 **III. IT IS FURTHER ORDERED** that, except as set forth in Sections III.F, III.G,  
10 and III.H and until further order of this Court, Defendants, Defendants' officers,  
11 agents, employees, and attorneys, and all other persons in active concert or  
12 participation with any of them, who receive actual notice of this Order, whether  
13 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

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

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

25 B. Opening or causing to be opened any safe deposit boxes, commercial  
26 mailboxes, or storage facilities titled in the name of any Defendant or subject  
27 to access by any Defendant, except as necessary to comply with written  
28 requests from the Receiver acting pursuant to its authority under this Order;

- 1 C. Incurring charges or cash advances on any credit, debit, or ATM card issued in  
2 the name, individually or jointly, of any Corporate Defendant or any  
3 corporation, partnership, or other entity directly or indirectly owned, managed,  
4 or controlled by any Defendant or of which any Defendant is an officer,  
5 director, member, or manager. This includes any corporate bankcard or  
6 corporate credit card account for which any Defendant is, or was on the date  
7 that this Order was signed, an authorized signor; or
- 8 D. Cashing any checks or depositing any money orders or cash received from  
9 consumers, clients, or customers of any Corporate Defendant.
- 10 E. The Assets affected by this Section shall include: (1) all Assets of Defendants  
11 as of the time this Order is entered; and (2) Assets obtained by Defendants  
12 after this Order is entered if those Assets are derived from any activity that is  
13 the subject of the Complaint in this matter or that is prohibited by this Order.  
14 This Section does not prohibit any transfers to the Receiver or repatriation of  
15 foreign Assets specifically required by this order.
- 16 F. Defendant Lakes may open a new bank account at U.S. Bank, which account  
17 shall remain free from the asset freeze provisions of this Order. Defendant  
18 Knechtel may open a new bank account at U.S. Bank, which account shall  
19 remain free from the asset freeze provisions of this Order. With respect to  
20 Defendant Reaney, First Fidelity Bank account number xxxx6783 in the name  
21 of Silver and Black Express LLC is hereby released and shall remain free from the  
22 asset freeze.
- 23 G. Individual Defendants may each retain and spend income received from  
24 employment unrelated to Debt Relief Services performed after the date of entry  
25 of the TRO, provided that such income be first deposited into the respective  
26 accounts released pursuant to Section III.F of this Order.
- 27 H. Individual Defendants may each retain and spend Assets acquired by loan or  
28 gift after the date of entry of this Order, provided that such income be first

1 deposited into the respective accounts released pursuant to Section III.F of this  
2 Order, and provided further that for any loan or gift valued at more than \$500,  
3 the respective Defendant must first identify the amount and source of such loan  
4 or gift to FTC counsel.

5 **DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

6 **IV. IT IS FURTHER ORDERED** that any financial or brokerage institution,  
7 Electronic Data Host, credit card processor, payment processor, merchant bank,  
8 acquiring bank, independent sales organization, third party processor, payment  
9 gateway, insurance company, business entity, or person who receives actual notice  
10 of this Order (by service or otherwise) that: (a) has held, controlled, or maintained  
11 custody, through an account or otherwise, of any Document on behalf of any  
12 Defendant or any Asset that has been owned or controlled, directly or indirectly,  
13 by any Defendant; held, in part or in whole, for the benefit of any Defendant; in  
14 the actual or constructive possession of any Defendant; or owned or controlled by,  
15 in the actual or constructive possession of, or otherwise held for the benefit of, any  
16 corporation, partnership, asset protection trust, or other entity that is directly or  
17 indirectly owned, managed or controlled by any Defendant; (b) has held,  
18 controlled, or maintained custody, through an account or otherwise, of any  
19 Document or Asset associated with credits, debits, or charges made on behalf of  
20 any Defendant, including reserve funds held by payment processors, credit card  
21 processors, merchant banks, acquiring banks, independent sales organizations,  
22 third party processors, payment gateways, insurance companies, or other entities;  
23 or (c) has extended credit to any Defendant, including through a credit card  
24 account, shall:

25 A. Hold, preserve, and retain within its control and prohibit the withdrawal,  
26 removal, alteration, assignment, transfer, pledge, encumbrance, disbursement,  
27 dissipation, relinquishment, conversion, sale, or other disposal of any such  
28 Document or Asset, as well as all Documents or other property related to such

1 Assets, except for those Assets identified in Sections III.F, III.G, and III.H or  
2 by further order of this Court or, with respect to any Document or Asset owned  
3 by, held in the name of, for the benefit of, or otherwise controlled by any  
4 Receivership Entity, as directed in writing by the Receiver; *provided, however,*  
5 that this provision does not prohibit an Individual Defendant from incurring  
6 charges on a personal credit card established prior to entry of this Order, up to  
7 the pre-existing credit limit;

8 B. Deny any person, except the Receiver, access to any safe deposit box,  
9 commercial mailbox, or storage facility that is titled in the name of any  
10 Defendant, either individually or jointly, or otherwise subject to access by any  
11 Defendant;

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

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

25 D. Upon the request of FTC counsel or the Receiver, promptly provide FTC  
26 counsel and the Receiver with copies of all records or other Documents  
27 pertaining to any account or Asset covered by this Section, including originals  
28 or copies of account applications, account statements, signature cards, checks,

1 drafts, deposit tickets, transfers to and from the accounts, including wire  
2 transfers and wire transfer instructions, all other debit and credit instruments or  
3 slips, currency transaction reports, 1099 forms, and all logs and records  
4 pertaining to safe deposit boxes, commercial mail boxes, and storage facilities.

5 E. *Provided, however*, that a financial institution does not have to provide the  
6 information required in sub-sections C and D if (1) the financial institution has  
7 complied with the similar provision set forth in the TRO; and (2) the  
8 information provided has not changed.

9 F. *Provided, however*, that this Section does not prohibit any transfers to the  
10 Receiver or repatriation of foreign Assets specifically required by this Order.

#### 11 FINANCIAL DISCLOSURES

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

- 15 A. Completed financial statements on the forms attached to the TRO as  
16 **Attachment A** (Financial Statement of Individual Defendant) for each  
17 Individual Defendant, and **Attachment B** (Financial Statement of Corporate  
18 Defendant) for each Corporate Defendant; and  
19 B. Completed the form attached to the TRO as **Attachment C** (IRS Form 4506,  
20 Request for Copy of a Tax Return) for each Defendant.

21 C. *Provided, however*, that Defendants do not have to provide such financial  
22 reports if (1) they have complied with the similar provision set forth in the  
23 TRO; and (2) the information provided has not changed.

#### 24 FOREIGN ASSET REPATRIATION

25 **VI. IT IS FURTHER ORDERED** that within five (5) days of service of this Order  
26 upon them, each Defendant shall:

- 27 A. Provided FTC counsel with a full accounting, verified under oath and accurate  
28 as of the date of this Order, of all Assets, Documents, and accounts outside of

1 the United States which are: (1) titled in the name, individually or jointly, of  
2 any Defendant; (2) held by any person or entity for the benefit of any  
3 Defendant or for the benefit of, any corporation, partnership, asset protection  
4 trust, or other entity that is directly or indirectly owned, managed or controlled  
5 by any Defendant; or (3) under the direct or indirect control, whether jointly or  
6 singly, of any Defendant;

7 B. Take all steps necessary to provide FTC counsel and Receiver access to all  
8 Documents and records that may be held by third parties located outside of the  
9 territorial United States of America, including signing the Consent to Release  
10 of Financial Records appended to the FTC as **Attachment D**;

11 C. Transfer to the territory of the United States all Documents and Assets located  
12 in foreign countries which are: (1) titled in the name, individually or jointly, of  
13 any Defendant; (2) held by any person or entity for the benefit of any  
14 Defendant or for the benefit of, any corporation, partnership, asset protection  
15 trust, or other entity that is directly or indirectly owned, managed or controlled  
16 by any Defendant; or (3) under the direct or indirect control, whether jointly or  
17 singly, of any Defendant;

18 D. The same business day as any repatriation, (1) notify the Receiver and FTC  
19 counsel of the name and location of the financial institution or other entity that  
20 is the recipient of such Documents or Assets; and (2) serve this Order on any  
21 such financial institution or other entity;

22 E. *Provided, however*, that Defendants do not have to provide such financial  
23 reports if (1) they have complied with the similar provision set forth in the  
24 TRO; and (2) the information provided has not changed.

25 **NON-INTERFERENCE WITH REPATRIATION**

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

1 or indirectly, are hereby temporarily restrained and enjoined from taking any  
2 action, directly or indirectly, which may result in the encumbrance or dissipation  
3 of foreign Assets, or in the hindrance of the repatriation required by this Order,  
4 including, but not limited to:

- 5 A. Sending any communication or engaging in any other act, directly or  
6 indirectly, that results in a determination by a foreign trustee or other entity  
7 that a “duress” event has occurred under the terms of a foreign trust agreement  
8 until such time that all Defendants’ Assets have been fully repatriated pursuant  
9 to this Order; or
- 10 B. Notifying any trustee, protector or other agent of any foreign trust or other  
11 related entities of either the existence of this Order, or of the fact that  
12 repatriation is required pursuant to a court order, until such time that all  
13 Defendants’ Assets have been fully repatriated pursuant to this Order.

14 **CONSUMER CREDIT REPORTS**

15 **VIII. IT IS FURTHER ORDERED** that the FTC may obtain credit reports concerning  
16 any Defendant or Receivership Entity pursuant to Section 604(a)(1) of the Fair  
17 Credit Reporting Act, 15 U.S.C. 1681b(a)(1), and that, upon written request, any  
18 credit reporting agency from which such reports are requested shall provide them  
19 to the FTC.

20 **PRESERVATION OF RECORDS**

21 **IX. IT IS FURTHER ORDERED** that Defendants, Defendants’ officers, agents,  
22 employees, and attorneys, and all other persons in active concert or participation  
23 with any of them, who receive actual notice of this Order, whether acting directly  
24 or indirectly, are hereby temporarily restrained and enjoined from:

25 A. Destroying, erasing, falsifying, writing over, mutilating, concealing, altering,  
26 transferring, or otherwise disposing of, in any manner, directly or indirectly,  
27 Documents that relate to: (1) the business, business practices, Assets, or  
28 business or personal finances of any Defendant; (2) the business practices or

1 finances of entities directly or indirectly under the control of any Defendant; or  
2 (3) the business practices or finances of entities directly or indirectly under  
3 common control with any other Defendant; and

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

7 **REPORT OF NEW BUSINESS ACTIVITY**

8 **X. IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents,  
9 employees, and attorneys, and all other persons in active concert or participation  
10 with any of them, who receive actual notice of this Order, whether acting directly  
11 or indirectly, are hereby temporarily restrained and enjoined from creating,  
12 operating, or exercising any control over any business entity, whether newly  
13 formed or previously inactive, including any partnership, limited partnership, joint  
14 venture, sole proprietorship, or corporation, without first providing FTC counsel  
15 and the Receiver with a written statement disclosing: (1) the name of the business  
16 entity; (2) the address and telephone number of the business entity; (3) the names  
17 of the business entity's officers, directors, principals, managers, and employees;  
18 and (4) a detailed description of the business entity's intended activities.

19 **CONTINUATION OF RECEIVERSHIP**

20 **XI. IT IS FURTHER ORDERED** that Thomas W. McNamara shall continue as  
21 receiver of the Receivership Entities with full powers of an equity receiver. The  
22 Receiver shall be solely the agent of this Court in acting as Receiver under this  
23 Order.

24 **DUTIES AND AUTHORITY OF RECEIVER**

25 **XII. IT IS FURTHER ORDERED** that the Receiver is directed and authorized to  
26 accomplish the following:

27 A. Assume full control of Receivership Entities by removing, as the Receiver  
28 deems necessary or advisable, any director, officer, independent contractor,

- 1 employee, attorney, or agent of any Receivership Entity from control of,  
2 management of, or participation in, the affairs of the Receivership Entity;
- 3 B. Take exclusive custody, control, and possession of all Assets and Documents  
4 of, or in the possession, custody, or under the control of, any Receivership  
5 Entity, wherever situated;
- 6 C. Take exclusive custody, control, and possession of all Documents or Assets  
7 associated with credits, debits, or charges made on behalf of any Receivership  
8 Entity, wherever situated, including reserve funds held by payment processors,  
9 credit card processors, merchant banks, acquiring banks, independent sales  
10 organizations, third party processors, payment gateways, insurance companies,  
11 or other entities;
- 12 D. Take exclusive custody, control, and possession of all office suites, business  
13 locations excluding the Individual Defendants' residences, storage lockers,  
14 offsite commercial mailboxes, or virtual offices with leases or otherwise in the  
15 name of or used by any Receivership Entity ("Receivership Premises"). For  
16 clarity, the Receiver's custody, control, and possession will be exclusive for  
17 this Order's duration, notwithstanding any claims by any Person that may also  
18 be occupying or using Receivership Premises that they are not Defendants,  
19 Receivership Entities, or are otherwise unrelated to the Receivership Entities.  
20 The Receiver's custody, control, and possession shall include all Documents at  
21 Receivership Premises until further order from the Court;
- 22 E. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership  
23 Entities, and perform all acts necessary or advisable to preserve the value of  
24 those Assets. The Receiver shall assume control over the income and profits  
25 therefrom and all sums of money now or hereafter due or owing to the  
26 Receivership Entities. The Receiver shall have full power to sue for, collect,  
27 and receive, all Assets of the Receivership Entities and of other persons or  
28 entities whose interests are now under the direction, possession, custody, or

1 control of, the Receivership Entities. *Provided, however,* that the Receiver  
2 shall not attempt to collect any amount from a consumer if the Receiver  
3 believes the consumer's debt to the Receivership Entities has resulted from the  
4 deceptive acts or practices or other violations of law alleged in the Complaint  
5 in this matter, without prior Court approval;

6 F. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the  
7 Receivership Entities, and perform all acts necessary or advisable to preserve  
8 such Documents. The Receiver shall: divert mail; preserve all Documents of  
9 the Receivership Entities that are accessible via electronic means (such as  
10 online access to financial accounts and access to electronic documents held  
11 onsite or by Electronic Data Hosts, by changing usernames, passwords or other  
12 log-in credentials; take possession of all electronic Documents of the  
13 Receivership Entities stored onsite or remotely; take whatever steps necessary  
14 to preserve all such Documents; and obtain the assistance of the FTC's Digital  
15 Forensic Unit for the purpose of obtaining electronic documents stored onsite  
16 or remotely;

17 G. Choose, engage, and employ attorneys, accountants, appraisers, and other  
18 independent contractors and technical specialists, as the Receiver deems  
19 advisable or necessary in the performance of duties and responsibilities under  
20 the authority granted by this Order;

21 H. Make payments and disbursements from the receivership estate that are  
22 necessary or advisable for carrying out the directions of, or exercising the  
23 authority granted by, this Order, and to incur, or authorize the making of, such  
24 agreements as may be necessary and advisable in discharging his or her duties  
25 as Receiver. The Receiver shall apply to the Court for prior approval of any  
26 payment of any debt or obligation incurred by the Receivership Entities prior  
27 to the date of entry of this Order, except payments that the Receiver deems  
28 necessary or advisable to secure Assets of the Receivership Entities, such as

1 rental payments;

2 I. Take all steps necessary to secure and take exclusive custody of each non-  
3 residential location from which the Receivership Entities operate their  
4 businesses. Such steps may include, but are not limited to, any of the  
5 following, as the Receiver deems necessary or advisable: (1) securing the non-  
6 residential location by changing the locks and alarm codes and disconnecting  
7 any internet access or other means of access to the computers, servers, internal  
8 networks, or other records maintained at that location; and (2) requiring any  
9 persons present at the non-residential location to leave the premises, to provide  
10 the Receiver with proof of identification, and/or to demonstrate to the  
11 satisfaction of the Receiver that such persons are not removing from the  
12 premises Documents or Assets of the Receivership Entities. Law enforcement  
13 personnel, including, but not limited to, police or sheriffs, may assist the  
14 Receiver in implementing these provisions in order to keep the peace and  
15 maintain security. If requested by the Receiver, the United States Marshal will  
16 provide appropriate and necessary assistance to the Receiver to implement this  
17 Order and is authorized to use any necessary and reasonable force to do so. For  
18 clarity, the Individual Defendants' residences are excluded from this sub-  
19 section;

20 J. Take all steps necessary to prevent the modification, destruction, or erasure of  
21 any web page or website registered to and operated, in whole or in part, by any  
22 Defendants, and to provide access to all such web page or websites to the  
23 FTC's representatives, agents, and assistants, as well as Defendants and their  
24 representatives;

25 K. Enter into and cancel contracts and purchase insurance as advisable or  
26 necessary;

27  
28

- 1 L. Prevent the inequitable distribution of Assets and determine, adjust, and protect  
2 the interests of consumers who have transacted business with the Receivership  
3 Entities;
- 4 M. Make an accounting, as soon as practicable, of the Assets and financial  
5 condition of the receivership and file the accounting with the Court and deliver  
6 copies thereof to all parties;
- 7 N. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or  
8 otherwise become party to any legal action in state, federal or foreign courts or  
9 arbitration proceedings as the Receiver deems necessary and advisable to  
10 preserve or recover the Assets of the Receivership Entities, or to carry out the  
11 Receiver's mandate under this Order, including but not limited to, actions  
12 challenging fraudulent or voidable transfers;
- 13 O. Issue subpoenas to obtain Documents and records pertaining to the  
14 Receivership, and conduct discovery in this action on behalf of the receivership  
15 estate, in addition to obtaining other discovery as set forth in this Order;
- 16 P. Open one or more bank accounts at designated depositories for funds of the  
17 Receivership Entities. The Receiver shall deposit all funds of the Receivership  
18 Entities in such designated accounts and shall make all payments and  
19 disbursements from the receivership estate from such accounts. The Receiver  
20 shall serve copies of monthly account statements on all parties;
- 21 Q. Maintain accurate records of all receipts and expenditures incurred as  
22 Receiver;
- 23 R. Allow the FTC's representatives, agents, and assistants, as well as Defendants'  
24 representatives and Defendants themselves, reasonable access to the non-  
25 residential premises of the Receivership Entities, or any other premises where  
26 the Receivership Entities conduct business. The purpose of this access shall be  
27 to inspect and copy any and all books, records, Documents, accounts, and other  
28 property owned by, or in the possession of, the Receivership Entities or their

1 agents. The Receiver shall have the discretion to determine the time, manner,  
2 and reasonable conditions of such access. For clarity, the Individual  
3 Defendants' residences are excluded from this sub-section;

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

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

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

11 V. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly  
12 notify the entity as well as the parties, and inform the entity that it can  
13 challenge the Receiver's determination by filing a motion with the Court.

14 *Provided, however,* that the Receiver may delay providing such notice until the  
15 Receiver has established control of the nonparty entity and its assets and  
16 records, if the Receiver determines that notice to the entity or the parties before  
17 the Receiver establishes control over the entity may result in the destruction of  
18 records, dissipation of assets, or any other obstruction of the Receiver's control  
19 of the entity; and

20 W. If in the Receiver's judgment the business operations cannot be continued  
21 legally and profitably, take all steps necessary to ensure that any of the  
22 Receivership Entities' web pages or websites relating to the activities alleged  
23 in the Complaint cannot be accessed by the public, or are modified for  
24 consumer education and/or informational purposes, and take all steps necessary  
25 to ensure that any telephone numbers associated with the Receivership Entities  
26 cannot be accessed by the public, or are answered solely to provide consumer  
27 education or information regarding the status of operations.

28

1 X. If the Receiver makes the good faith determination that the business of the  
2 Receivership Entities cannot be lawfully operated at a profit, the Receiver is  
3 directed and authorized to wind up the business affairs of the Receivership  
4 Entities, including, where appropriate, liquidating all assets. The Receiver may  
5 take any necessary measures to preserve the assets of the receivership estate,  
6 including the sale of property and the termination of contracts, including but  
7 not limited to leases of business premises.

8 **TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

9 **XIII. IT IS FURTHER ORDERED** that Defendants and any other Person, with  
10 possession, custody or control of property of, or records relating to, the  
11 Receivership Entities shall, upon notice of this Order by personal service or  
12 otherwise, fully cooperate with and assist the Receiver in taking and maintaining  
13 possession, custody, or control of the Assets and Documents of the Receivership  
14 Entities and immediately transfer or deliver to the Receiver possession, custody,  
15 and control of, the following:

- 16 A. All Assets held by or for the benefit of the Receivership Entities;  
17 B. All Documents or Assets associated with credits, debits, or charges made on  
18 behalf of any Receivership Entity, wherever situated, including reserve funds  
19 held by payment processors, credit card processors, merchant banks, acquiring  
20 banks, independent sales organizations, third party processors, payment  
21 gateways, insurance companies, or other entities;  
22 C. All Documents of or pertaining to the Receivership Entities;  
23 D. All computers, electronic devices, mobile devices and machines used to  
24 conduct the business of the Receivership Entities;  
25 E. All Assets and Documents belonging to other persons or entities whose  
26 interests are under the direction, possession, custody, or control of the  
27 Receivership Entities; and  
28 F. All keys, codes, user names and passwords necessary to gain or to secure

1 access to any Assets or Documents of or pertaining to the Receivership  
2 Entities, including access to their business premises, means of communication,  
3 accounts, computer systems (onsite and remote), Electronic Data Hosts, or  
4 other property.

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

9 **PROVISION OF INFORMATION TO THE RECEIVER**

10 **XIV. IT IS FURTHER ORDERED** that Defendants shall upon request and within a  
11 reasonable time provide to the Receiver:

- 12 A. A list of all Assets and accounts of the Receivership Entities that are held in  
13 any name other than the name of a Receivership Entity, or by any person or  
14 entity other than a Receivership Entity;
- 15 B. A list of all agents, employees, officers, attorneys, servants and those persons  
16 in active concert and participation with the Receivership Entities, or who have  
17 been associated or done business with the Receivership Entities; and
- 18 C. A description of any documents covered by attorney-client privilege or  
19 attorney work product, including files where such documents are likely to be  
20 located, authors or recipients of such documents, and search terms likely to  
21 identify such electronic documents;
- 22 D. *Provided, however,* that Defendants do not have to provide such information  
23 and documents if (1) they have complied with the similar provision set forth in  
24 the TRO; and (2) the information provided has not changed.

25 **COOPERATION WITH THE RECEIVER**

26 **XV. IT IS FURTHER ORDERED** that Defendants; Receivership Entities;  
27 Defendants' or Receivership Entities' officers, agents, employees, and attorneys,  
28 all other persons in active concert or participation with any of them, and any other

1 person with possession, custody, or control of property of or records relating to the  
2 Receivership entities who receive actual notice of this Order shall fully cooperate  
3 with and assist the Receiver. This cooperation and assistance shall include, but is  
4 not limited to;

- 5 A. Providing information to the Receiver that the Receiver deems necessary to  
6 exercise the authority and discharge the responsibilities of the Receiver under  
7 this Order;
- 8 B. Providing any keys, codes, user names and passwords required to access any  
9 computers, electronic devices, mobile devices, and machines (onsite or  
10 remotely) and any cloud account (including specific method to access account)  
11 or electronic file in any medium;
- 12 C. Transferring the Receivership Entities' domain names to the Receiver's  
13 control, including but not limited to accelerateddebtsettlement.com,  
14 accelerateddebtssolutions.com, adsresolve.com, financialsolutionsgroupllc.biz,  
15 mediawerksinc.com, resolutionspecialistsllc.com, unifiedcapitalservices.com,  
16 and unifieddebt.com;
- 17 D. Advising all persons who owe money to any Receivership Entity that all debts  
18 should be paid directly to the Receiver; and
- 19 E. Transferring funds at the Receiver's direction and producing records related to  
20 the Assets and sales of the Receivership Entities;
- 21 F. *Provided, however*, that Defendants do not have to take such actions as this  
22 Section requires if (1) they have complied with the similar provision set forth  
23 in the TRO; and (2) the compliance has not changed.

24 **NON-INTERFERENCE WITH THE RECEIVER**

25 **XVI. IT IS FURTHER ORDERED** that Defendants; Receivership Entities;  
26 Defendants' or Receivership Entities' officers, agents, employees, attorneys, and  
27 all other persons in active concert or participation with any of them, who receive  
28 actual notice of this Order, and any other person served with a copy of this Order,

1 are hereby restrained and enjoined from directly or indirectly:

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

11 **STAY OF ACTIONS**

12 **XVII. IT IS FURTHER ORDERED** that:

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

- 1           except that such actions may be commenced if necessary to toll any  
2           applicable statute of limitations; or
- 3           3. Filing or enforcing any lien on any asset of the Receivership Entities,  
4           taking or attempting to take possession, custody, or control of any Asset of  
5           the Receivership Entities; or attempting to foreclose, forfeit, alter, or  
6           terminate any interest in any Asset of the Receivership Entities, whether  
7           such acts are part of a judicial proceeding, are acts of self-help, or  
8           otherwise; or
- 9           B. The Receiver and his agents acting within the scope of such agency (“Retained  
10          Personnel”) are entitled to rely on all outstanding rules of law and orders of  
11          this Court and shall not be liable to anyone for their own good faith compliance  
12          with any order, rule, law, judgment, or decree. In no event shall the Receiver  
13          or any Retained Personnel be liable to any Person (except the FTC) for their  
14          acts or omissions or their good faith compliance with their duties and  
15          responsibilities, except as a result of a finding by this Court that they acted or  
16          failed to act as a result of malfeasance, bad faith, gross negligence, or in  
17          reckless disregard of their duties. Any Person (except the FTC) seeking  
18          recovery from the Receiver or any Retained Personnel for conduct in the  
19          course of the administration of this estate must first obtain leave from this  
20          Court. This Court shall retain jurisdiction over any action filed against the  
21          Receiver or any Retained Personnel based upon acts or omissions committed in  
22          their representative capacities.
- 23          C. *Provided, however*, that this Order does not stay: (1) the commencement or  
24          continuation of a criminal action or proceeding; (2) the commencement or  
25          continuation of an action or proceeding by a governmental unit to enforce such  
26          governmental unit’s police or regulatory power; or (3) the enforcement of a  
27          judgment, other than a money judgment, obtained in an action or proceeding  
28          by a governmental unit to enforce such governmental unit’s police or

1 regulatory power.

2 **COMPENSATION OF RECEIVER**

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

14 **RECEIVER'S BOND**

15 **XIX. IT IS FURTHER ORDERED** that the Receiver is not required to file a bond at  
16 this time.

17 **RECEIVER'S REPORTS**

18 **XX. IT IS FURTHER ORDERED** that the Receiver shall report periodically to this  
19 Court regarding (1) the steps taken by the Receiver to implement the terms of this  
20 Order; (2) the value of all liquidated and unliquidated assets of the Receivership  
21 Entities; (3) the sum of all liabilities of the Receivership Entities; (4) the steps the  
22 Receiver intends to take in the future to (a) prevent any diminution in the value of  
23 assets of the Receivership Entities, (b) pursue receivership assets from third  
24 parties, and (c) adjust the liabilities of the Receivership Entities, if appropriate; (5)  
25 whether the business of the Receivership Entities can be operated lawfully and  
26 profitably; and (6) any other matters that the Receiver believes should be brought  
27 to the Court's attention. *Provided, however,* that if any of the required information  
28 would hinder the Receiver's ability to pursue receivership assets, the portions of

1 the Receiver's report containing such information may be filed under seal and not  
2 served on the parties.

3 **DISTRIBUTION OF ORDER BY DEFENDANTS**

4 **XXI. IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy  
5 of this Order to each affiliate, telemarketer, marketer, sales entity, successor,  
6 assign, member, officer, director, employee, agent, independent contractor, client,  
7 attorney, spouse, subsidiary, division, and representative of any Defendant, and  
8 shall, within ten (10) days from the date of entry of this Order, and provide the  
9 FTC and the Receiver with a sworn statement that this provision of the Order has  
10 been satisfied, which statement shall include the names, physical addresses, phone  
11 number, and email addresses of each such person or entity who received a copy of  
12 the Order. *Provided, however,* that Defendants do not have to take such action or  
13 provide such sworn statement if (1) they have complied with the similar provision  
14 set forth in the TRO; and (2) the information provided has not changed.  
15 Furthermore, Defendants shall not take any action that would encourage officers,  
16 agents, members, directors, employees, salespersons, independent contractors,  
17 attorneys, subsidiaries, affiliates, successors, assigns or other persons or entities in  
18 active concert or participation with them to disregard this Order or believe that  
19 they are not bound by its provisions.

20 **SERVICE OF THIS ORDER**

21 **XXII. IT IS FURTHER ORDERED** that copies of this Order may be served by any  
22 means, including facsimile transmission, electronic mail or other electronic  
23 messaging, personal or overnight delivery, U.S. Mail or FedEx, by agents and  
24 employees of the FTC, by any law enforcement agency, or by private process  
25 server, upon any Defendant or any person (including any financial institution) that  
26 may have possession, custody or control of any Asset or Document of any  
27 Defendant, or that may be subject to any provision of this Order pursuant to Rule  
28 65(d)(2) of the Federal Rules of Civil Procedure. For purposes of this Section,

1 service upon any branch, subsidiary, affiliate or office of any entity shall effect  
2 service upon the entire entity.

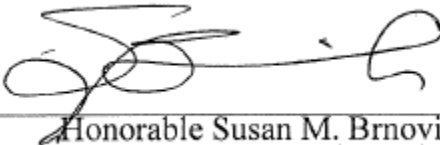
3 **CORRESPONDENCE AND SERVICE ON THE FTC**

4 **XXIII. IT IS FURTHER ORDERED** that, for the purpose of this Order, all  
5 correspondence and service of pleadings on the FTC shall be addressed to Gregory  
6 Ashe and Benjamin Cady, 600 Pennsylvania Avenue, Mail Drop CC-10232,  
7 Washington, D.C. 20580, email gashe@ftc.gov and bcady@ftc.gov.

8 **RETENTION OF JURISDICTION**

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

11 Dated this 7th day of August, 2025.

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13 \_\_\_\_\_  
14 Honorable Susan M. Brnovich  
15 United States District Judge  
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