

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

CASE NO.: 8:09-cv-2309-T-23TBM

WASHINGTON DATA RESOURCES,
et al.,

Defendants.

ORDER

The Commission and the defendant Douglas A. Crowder move (Doc. 414) for a permanent injunction and propose a “Stipulated Final Judgment and Order for Permanent Injunction and Settlement of Claims as to Defendant Douglas A. Crowder.” Among other dictates, the proposed injunction prohibits Crowder from telemarketing; prohibits Crowder from misrepresenting financial products or services; lifts an asset freeze (Docs. 37, 49) against Crowder; and requires compliance reporting, record keeping, and monitoring. Douglas A. Crowder is **PERMANENTLY ENJOINED** as follows:

DEFINITIONS

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

- A. "Assisting others" includes, but is not limited to, providing any of the following goods or services to another person:

1. performing customer service functions, including but not limited to, receiving or responding to consumer complaints;
 2. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including but not limited to, any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, e-mail, or other electronic communication;
 3. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including but not limited to, web or Internet protocol address or domain name registration for any Internet website, affiliate marketing service, or media placement service;
 4. providing names of, or assisting in the generation of, potential customers;
 5. performing marketing, billing, or payment services of any kind; and
 6. acting or serving as an owner, officer, director, manager, or principal of any entity.
- B. "Consumer" means any natural person.
- C. "Customer" means any person who has paid, or may be required to pay, for products, services, plans, or programs offered for sale or sold by any other person.
- D. "Credit" means the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment.

- E. "Debt relief product or service" means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt or obligation, including but not limited to a tax debt or obligation, 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.
- F. "Defendants" means all of the Defendants, individually, collectively, or in any combination. "Non-Stipulating Defendants" means any Defendant, individually, collectively, or in any combination, other than Defendant Douglas A. Crowder, Esq., whether or not such Defendant has stipulated to a separate final order with the Commission.
- G. "Federal homeowner relief or financial stability program" means any program (including its sponsoring agencies, telephone numbers, and Internet websites) operated or endorsed by the United States government to provide relief to homeowners or stabilize the economy, including but not limited to:
1. the Making Home Affordable Program;
 2. the Financial Stability Plan;
 3. the Troubled Asset Relief Program and any other program sponsored or operated by the United States Department of the Treasury;
 4. the HOPE for Homeowners program, any program operated or created pursuant to the Helping Families Save Their Homes Act, and any other

program sponsored or operated by the Federal Housing Administration;
and

5. any program sponsored or operated by the United States Department of Housing and Urban Development (HUD), the HOPE NOW Alliance, the Homeownership Preservation Foundation, or any other HUD-approved housing counseling agency.

H. "Financial related product or service" means any product, service, plan, or program represented, expressly or by implication, to:

1. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards;
2. improve, or arrange to improve, any consumer's credit record, credit history, or credit rating;
3. provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer's credit record, credit history, or credit rating;
4. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit;
5. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving a debt relief product or service; or
6. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of

payment or other terms of the debt or obligation, including but not limited to a tax debt or obligation, between a consumer and one or more secured creditors, servicers, or debt collectors.

- I. "For-profit" means any activity organized to carry on business for the profit of the entity engaging in the activity or that of its members.
- J. "Material fact" means any fact that is likely to affect a person's choice of, or conduct regarding, goods or services.
- K. "Mortgage assistance relief product or service" means any product, service, plan, or program offered or provided to the consumer in exchange for consideration, that is represented, expressly or by implication, to assist or attempt to assist the consumer with any of the following:
 - 1. stopping, preventing, or postponing any mortgage or deed of trust foreclosure sale for the consumer's dwelling, any repossession of the consumer's dwelling, or otherwise saving the consumer's dwelling from foreclosure or repossession;
 - 2. negotiating, obtaining or arranging a modification of any term of a dwelling loan, including a reduction in the amount of interest, principal balance, monthly payments, or fees;
 - 3. obtaining any forbearance or modification in the timing of payments from any dwelling loan holder or servicer on any dwelling loan;
 - 4. negotiating, obtaining, or arranging any extension of the period of time within which the consumer may

- a. cure his or her default on a dwelling loan;
 - b. reinstate his or her dwelling loan;
 - c. redeem a dwelling, or
 - d. exercise any right to reinstate a dwelling loan or redeem a dwelling;
5. obtaining any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling; or
6. negotiating, obtaining, or arranging
- a. a short sale of a dwelling,
 - b. a deed in lieu of foreclosure; or
 - c. any other disposition of a dwelling loan other than a sale to a third-party that is not the dwelling loan holder. The foregoing shall include any manner of claimed assistance, including but not limited to, auditing or examining a consumer's mortgage or home loan application.
- L. "Person" means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity.
- M. "Servicer" means any beneficiary, mortgagee, trustee, loan servicer, loan holder, or other entity that performs loan or credit account administration or processing services and/or its authorized agents.
- N. "Telemarketing" means a plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) which is

conducted to induce the purchase of goods or services or a charitable contribution, by the use of one or more telephones and which involves more than one interstate telephone call.

BAN ON MORTGAGE ASSISTANCE RELIEF PRODUCTS AND SERVICES

I. IT IS THEREFORE ORDERED that Defendant Douglas A. Crowder, Esq., whether acting directly or through any other person, is permanently restrained and enjoined from:

- A. Advertising, marketing, promoting, offering for sale, or selling any mortgage assistance product or relief service and
- B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any mortgage assistance relief product or service.

Provided, however, that nothing in this Section I shall prohibit Defendant Douglas A. Crowder, Esq. from providing or assisting others in providing a legal client with any advice related to filing for bankruptcy, or filing a petition for relief under the United States Bankruptcy Code, 11 U.S.C. § 101 et seq., if

1. Defendant Douglas A. Crowder, Esq. has met face-to-face with the legal client before the client became obligated to pay any fee (other than a court-required filing fee), retainer, or other monies to Defendant Douglas A. Crowder, Esq. or any entity with which he has a relationship of any kind;
2. Defendant Douglas A. Crowder, Esq. is licensed to practice law in the state in which the client resides; and

3. Defendant Douglas A. Crowder, Esq. complies with all attorney licensing requirements of the applicable state. This proviso shall not be construed to limit the licensing or regulatory powers of any federal, state, or local government agency or state bar.

BAN ON TELEMARKETING

II. IT IS FURTHER ORDERED that Douglas A. Crowder, Esq., whether acting directly or through any person, is permanently restrained and enjoined from telemarketing or assisting others in telemarketing.

PROHIBITED MISREPRESENTATIONS
RELATING TO FINANCIAL RELATED PRODUCTS OR SERVICES

III. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. and his successors, assigns, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, e-mail, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of any financial related product or service, are hereby permanently restrained and enjoined from:

A. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

1. The terms or rates that are available for any loan or other extension of credit, including but not limited to:

- a. closing costs or other fees;

- b. the payment schedule, the monthly payment amount(s), or other payment terms, or whether there is a balloon payment; interest rate(s), annual percentage rate(s), or finance charge; the loan amount, the amount of credit, the draw amount, or outstanding balance; the loan term, the draw period, or maturity; or any other term of credit;
 - c. the savings associated with the credit;
 - d. the amount of cash to be disbursed to the borrower out of the proceeds or the amount of cash to be disbursed on behalf of the borrower to any third-party;
 - e. whether the payment of the minimum amount specified each month covers both interest and principal and whether the credit has or can result in negative amortization;
 - f. that the credit does not have a prepayment penalty or that no prepayment penalty and/or other fees or costs will be incurred if the consumer subsequently refinances; and
 - g. that the interest rate(s) or annual percentage rate(s) are fixed rather than adjustable or adjustable rather than fixed;
2. Any person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to obtain credit;
 3. That any person can improve any consumer's credit record, credit history, or credit rating by permanently removing negative information from the

consumer's credit record, credit history, or credit rating, even where such information is accurate and not obsolete;

4. Any aspect of any debt relief product or service, including but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such debt relief product or service; the amount of time before which a consumer will receive settlement of the consumer's debts; or the reduction or cessation of collection calls; or
5. That a consumer will receive legal representation;

- B. Advertising or assisting others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender.

**PROHIBITED MISREPRESENTATIONS
RELATING TO ANY PRODUCT OR SERVICE**

IV. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. and his successors, assigns, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, e-mail, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale or sale of any product, service plan, or program are hereby permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

- A. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including but not limited to, the likelihood of

a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;

- B. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person, government entity, any federal homeowner relief or financial stability program, any public, non-profit or other noncommercial program, or any other program;
- C. The total costs to purchase, receive, or use, or the quantity of, the product, service, plan, or program;
- D. Any material restriction, limitation, or condition on purchasing, receiving, or using the product, service, plan, or program; or
- E. Any material aspect of the performance, efficacy, nature, or characteristics of the product, service, plan, or program.

PROHIBITION ON COLLECTING ACCOUNTS

V. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. and his successors, assigns, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, e-mail, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from attempting to collect, collecting, selling, or assigning, or otherwise transferring any right to collect payment for any mortgage assistance relief product or service from any consumer who purchased or agreed to purchase a mortgage assistance relief product or service from Defendants

Washington Data Resources, Inc.; Optimum Business Solutions, LLC, a/k/a Attorney Finance Services, LLC, and d/b/a Attorney Finance Services; Crowder Law Group, P.A., f/k/a Jackson, Crowder & Associates, P.A., and d/b/a Legal Support Services prior to the entry of this Order.

ORDER PROVISION REGARDING CUSTOMER INFORMATION

VI. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. and his successors, assigns, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, e-mail, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from:

- A. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, e-mail address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), of any person which Defendant Douglas A. Crowder, Esq. or any Non-Stipulating Defendant obtained prior to entry of this Order in connection with the operation of Defendants Washington Data Resources, Inc.; Optimum Business Solutions, LLC, a/k/a Attorney Finance Services, LLC, and d/b/a Attorney Finance Services; Crowder Law Group, P.A., f/k/a Jackson, Crowder & Associates, P.A., and d/b/a Legal Support Services;

- B. Disposing of such customer information without written authorization from the Commission; and
- C. Failing to dispose of such customer information in all forms in their possession, custody, or control within thirty (30) days after receipt of written authorization from the Commission. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed.

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

MONEY JUDGMENT

VII. IT IS FURTHER ORDERED that a judgment is entered against Defendant Douglas A. Crowder, Esq. in the amount of three million one hundred fifty-six thousand dollars (\$3,156,000.00), provided, however, that the Commission agrees to forebear execution and levy during the defendants' compliance with sub-paragraphs A, C, D, and E of this Section;

- A. Not later than seven (7) days after the entry of this Order, Defendant Douglas A. Crowder, Esq. shall transfer ten thousand dollars (\$10,000.00) to the Commission by certified check or other guaranteed funds payable to the Federal Trade Commission, Financial Management Office, or by wire

transfer in accordance with directions provided by the Commission. The check or written confirmation of the wire transfer shall be delivered to: Regional Director, East Central Regional Office, Federal Trade Commission, 1111 Superior Avenue, Suite 200, Cleveland, Ohio 44114;

- B. Any funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress, and any attendant expenses for the administration of such equitable relief fund. Defendant Douglas A. Crowder, Esq. shall cooperate fully to assist the Commission in identifying consumers who may be entitled to redress pursuant to this Order. If the Commission determines, in its sole discretion, that redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited into the United States Treasury as disgorgement. Defendant Douglas A. Crowder, Esq. shall have no right to challenge the Commission's choice of remedies under this Section, and shall have no right to contest the manner of distribution chosen by the Commission. This judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture;

- C. The Commission's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of the financial disclosure statements, and supporting documents, provided to the Commission by Defendant Douglas A. Crowder, Esq. and dated June 21, 2011, as supplemented by the asset deposition of Defendant Douglas A. Crowder, Esq. conducted on or about July 6, 2011, and by documents and financial disclosure statements provided to the Commission by Defendant Douglas A. Crowder, Esq. on June 27, 2011, June 30, 2011, and July 7, 2011 (collectively referred to as Financial Information). Defendant Douglas A. Crowder, Esq. and the Commission stipulate that the Commission has relied on the truthfulness, accuracy, and completeness of these financial disclosures in agreeing to the terms of this Order and that the Commission would not have entered into this Order but for the truthfulness, accuracy, and completeness of these financial disclosures;
- D. If the Court finds, upon motion by the Commission, that the Defendant Douglas A. Crowder, Esq. has failed to disclose any material asset or materially misstated the value of any asset in the Financial Information described above, then this Order shall be reopened and suspension of the judgment shall be lifted for the purpose of requiring payment of monetary relief in the amount of three million one hundred fifty-six thousand dollars (\$3,156,000), less the sum of any amounts paid to the Commission pursuant to subparagraphs A and B of this Section, and any other payments made by

Non-Stipulating Defendants. Provided, however, that in all other respects this Order shall remain in full force and effect, unless otherwise ordered by the Court;

- E. Upon any reinstatement of the monetary judgment, the Court shall make an express determination that the monetary judgment shall be immediately due and payable. The Commission shall be entitled to interest on the judgment, computed from the date of entry of this Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any outstanding amounts not paid. The Commission shall be permitted to execute on the judgment immediately after the suspension is lifted and engage in discovery in aid of execution;
- F. Defendant Douglas A. Crowder, Esq. relinquishes all dominion, control, and title to the funds paid to the fullest extent permitted by law. Defendant Douglas A. Crowder, Esq. shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise; and
- G. Defendant Douglas A. Crowder, Esq. agrees that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order, including but not limited to a nondischargeability complaint in any bankruptcy case. Defendant Douglas A. Crowder, Esq. further stipulates and agrees that the facts alleged in the Complaint establish an elements necessary to sustain an action by the Commission pursuant to

Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and that this Order shall have collateral estoppel effect for such purposes.

LIFTING OF ASSET FREEZE

VIII. IT IS FURTHER ORDERED that the freeze against Defendant Douglas A. Crowder, Esq.'s assets pursuant to the Stipulated Preliminary Injunction entered on November 23, 2009, and modified by the Order entered on December 1, 2009, shall be lifted for the sole purpose of transferring funds to the Commission pursuant to subparagraph A of Section VII of this Order, and the asset freeze shall be dissolved upon transfer of all such funds.

ORDER ACKNOWLEDGMENTS

IX. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. obtain acknowledgments of receipt of this Order:

- A. Defendant Douglas A. Crowder, Esq., within seven (7) days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For seven (7) years after entry of this Order, Defendant Douglas A. Crowder, Esq. for any business that he, individually or collectively with any other Defendant, is the majority owner or directly or indirectly controls, must deliver a copy of this Order to
 - 1. all principals, officers, directors, and managers;
 - 2. all employees, agents, and representatives who participate in conduct specified in Sections I, III and V; and

3. any business entity resulting in any change in structure as set forth in the Section titled "Compliance Reporting." Delivery must occur within seven (7) days of entry of this Order for current personnel. To all others, delivery must occur before they assume their responsibilities.
- C. From each individual or entity to which Defendant Douglas A. Crowder, Esq. delivered a copy of this Order, he must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

COMPLIANCE REPORTING

X. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. make timely submissions to the Commission:

- A. One (1) year after entry of this Order, Defendant Douglas A. Crowder, Esq. must submit a compliance report, sworn under penalty of perjury, which:
1. identifies all telephone numbers and all e-mail, Internet, physical, and postal addresses, including all residences;
 2. identifies all titles and roles in all business activities, including any business for which he performs services whether as an employee or otherwise and any entity in which he has an ownership interest; and
 3. describes in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership;
 4. describes the activities of each business, including the products and services offered, the means of advertising, marketing, and sales, and involvement of any other Defendant (which Defendant Douglas A.

Crowder, Esq. must describe if he knows or should know due to his own involvement);

5. describes in detail whether and how Defendant Douglas A. Crowder, Esq. is in compliance with each section of this Order; and
6. provides a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission;

B. For seven (7) years following entry of this Order, Defendant Douglas A. Crowder, Esq. must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. name, including aliases or fictitious name, or residence address;
2. title or role in any business activity, including any business activity for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest, and identify its name, physical address, and Internet address, if any; or
3. the structure of any entity that he has any ownership interest in or directly or indirectly controls that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

C. Defendant Douglas A. Crowder, Esq. must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against him within fourteen (14) days of its filing.

- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 18 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: ____ " and supplying the date, signatory's full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be e-mailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington D.C. 20580. The subject line must begin: FTC v. Douglas A. Crowder, Esq., Matter No. X100011.

RECORDKEEPING

XI. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. must create certain records for ten (10) years after entry of the Order, and retain each such record for five (5) years. Specifically, Defendant Douglas A. Crowder, Esq. for any business in which he, individually or collectively with any other Defendant, is a majority owner or directly or indirectly controls, must maintain the following records:

- A. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;

- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;
- C. Customer files showing the names, addresses, phone numbers, dollar amounts paid, and the quantity and description of goods or services purchased;
- D. Complaints and refund requests, whether received directly or indirectly, such as through a third-party, and any response;
- E. All records necessary to demonstrate full compliance with each provision of this Order, including, all submissions to the Commission; and
- F. A copy of each advertisement or other marketing material.

COMPLIANCE MONITORING

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

- A. Within fourteen (14) days of receipt of a written request from a representative of the Commission, Defendant Douglas A. Crowder, Esq. must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for deposition; and produce documents, for inspection and copying. The Commission is also

authorized to obtain discovery, without leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45 and 69.

- B. For matters concerning this Order, the Commission is authorized to communicate directly with Defendant Douglas A. Crowder, Esq. Defendant Douglas A. Crowder, Esq. must permit representatives of the Commission to interview any employee or other person affiliated with him who has agreed to such an interview. The person interviewed may have counsel present.
- C. The Commission may use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to Defendant Douglas A. Crowder, Esq. or any individual or entity affiliated with him, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

COOPERATION WITH FTC COUNSEL

XIII. IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint, cooperate in good faith with the FTC and appear at such places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the FTC. If requested in writing by the FTC, Defendant Douglas A.

Crowder, Esq. shall appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or occurrences that are the subject of the Complaint, without the service of a subpoena.

IT IS FURTHER ORDERED that Defendant Douglas A. Crowder, Esq. shall secure and retain any documents and records relating to this litigation that are in his possession, custody or control until the conclusion of this litigation as it proceeds against any or all of the Non-Stipulating Defendants to this Order. During the pendency of this litigation against any or all of the Non-Stipulating Defendants, Defendant Douglas A. Crowder, Esq. shall make available or produce within a reasonable time frame any documents or records relating to this litigation that are in their possession, custody or control, without the service of a subpoena. After receipt of written authorization from the Commission, Defendant Douglas A. Crowder, Esq. shall properly dispose of all documents and records relating to this litigation that are in his possession, custody or control as required by the Section titled "Order Provision Regarding Customer Information."

RETENTION OF JURISDICTION

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

The Clerk is directed to enter in favor of the Commission and against the defendant Douglas A. Crowder a judgment—jointly and severally with the co-defendants

listed in Doc. 298 (Crowder Law Group, Bruce Meltzer, Kathleen Lewis, and Optimum Business Solutions) —for **\$3,156,000**.

ORDERED in Tampa, Florida, on September 28, 2011.



STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE