

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

FEDERAL TRADE COMMISSION,)	Civ. No. 8:04-cv-01674-EAK-MSS
)	
Plaintiff,)	STIPULATED FINAL
)	JUDGMENT AND ORDER FOR
v.)	PERMANENT INJUNCTION
)	AND OTHER EQUITABLE
DEBT MANAGEMENT FOUNDATION)	RELIEF
SERVICES, ET AL.,)	
)	
Defendants.)	
)	

This matter comes before the Court on the stipulation of Plaintiff Federal Trade Commission (“FTC” or “Commission”), and Defendants Debt Management Foundation Services, Inc., One Star Marketing, Inc., Debt Specialist of America, Inc. (also known as “Debt Management Foundation, Inc.”), Ameridebt Group, Inc., Credit Counseling Specialists of America, Inc., Dale Buird, Jr., Dale Buird, Sr., and Shawn Buird.

On July 20, 2004, the Commission filed a Complaint for Injunctive and Other Equitable Relief, including redress, under Sections 5(a), 13(b), and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a), 53(b), and 57b, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-6108, Sections 503 and 505(a)(7) of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6803 and 6805(a)(7), and the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j. The Commission also moved for an *ex parte* Temporary Restraining Order pursuant to Rule 65 of the Federal Rules of Civil

Procedure. That same day, this Court issued a TRO that included an asset freeze and appointment of a temporary receiver. On August 2, 2004, this Court entered an Unopposed Preliminary Injunction with Asset Freeze, Appointment of Receiver and Other Equitable Relief that extended the asset freeze and appointed the receiver for the duration of the preliminary injunction.

The Commission and the Defendants now offer the following Stipulated Judgment and Order for Permanent Injunction and Other Equitable Relief (the “Permanent Injunction”). The parties consent to the entry of this Permanent Injunction as a final judgment in this action, and agree that entry of this Permanent Injunction shall constitute a full, complete and final settlement of all matters in dispute arising from the Complaint in this action to the date of entry of this Permanent Injunction. Upon the joint motion of Plaintiff and Defendants, the Court makes the following findings and enters final judgment in this action as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this case and the parties hereto.
2. The activities of Defendants are in or affecting commerce within the meaning of the FTC Act, 15 U.S.C. §§ 44, 45.
3. The allegations of the Complaint support relief against Defendants under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b), and 57b, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-

6108, Sections 503 and 505(a)(7) of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6803 and 6805(a)(7), and the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j .

4. The Commission and Defendants have agreed to this Permanent Injunction to settle all matters in dispute arising from the Complaint in this action. Therefore, no provision of this Permanent Injunction should be construed as an admission or denial that any Defendant engaged in unlawful or deceptive conduct alleged in the Complaint or that Defendants' conduct is subject to or violated the FTC Act, 15 U.S.C. §§ 45(a), the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-6108, the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6803 and 6805(a)(7), or the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j. The Defendants admit the allegations of the complaint insofar as it alleges that this Court has subject matter jurisdiction.
5. Defendants acknowledge that they have read the provisions of this Permanent Injunction and have agreed to abide by them. Defendants consent freely and without coercion to entry of this Stipulated Final Order and Permanent Injunction in the interest of settling this litigation, and acknowledge that they understand the provisions of this Permanent Injunction and are prepared to abide by its terms. At all times, Defendants have been represented by counsel, including during the negotiations that led to this Permanent Injunction.

6. Defendants waive all rights to seek appellate review or otherwise challenge or contest the validity of this Permanent Injunction.
7. Defendants waive and release any claim they may have against the FTC and its employees, representatives or agents.
8. Defendants waive all rights that may arise under the Equal Access to Justice Act, 28 U.S.C. § 2412.
9. This Permanent Injunction is remedial in nature and should not be construed as payment of a fine, penalty, punitive assessment or forfeiture. The monetary liability and judgment provided by this Permanent Injunction is based on the amount of money collected from consumers as a result of the conduct that the Complaint alleges was unlawful and, if the parties had not stipulated to this Permanent Injunction, the FTC could have sought this amount as restitution for consumers and disgorgement of ill-gotten gains.
10. Entry of this Permanent Injunction is in the public interest.

PERMANENT INJUNCTION

DEFINITIONS

For the purpose of this Permanent Injunction, the following definitions shall apply:

- A. “Individual Defendants” means Dale Buird, Jr., Dale Buird, Sr., and Shawn Buird, individually, collectively, or in any combination, and whether acting directly or

through any heir, successor, assign, agent, entity, corporation, subsidiary, division, or other device, unless specified otherwise.

- B. “Corporate Defendants” means Debt Management Foundation Services, Inc., One Star Marketing, Inc., Debt Specialist of America, Inc. (also known as “Debt Management Foundation, Inc.”), Ameridebt Group, Inc., and Credit Counseling Specialists of America, Inc.
- C. “Defendants” means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.
- D. “Assets” means all real and personal property of any defendant, or held for the benefit of any defendant, including but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” “notes,” or “securities” (as these terms are defined in the Uniform Commercial Code), lines of credit and all cash, wherever located.
- E. “Assisting others” means providing any of the following goods or services to another person: (i) serving as an officer, director or consultant; (ii) performing customer service functions, including, but not limited to, receiving or responding to customer complaints; (iii) formulating or providing, or arranging for the formulation or provision of, any script or any other material for communicating with customers or potential customers; (iv) providing names of, or assisting in the generation of, potential customers, including, but not limited to, arranging for the automated

delivery of messages to potential customers; (v) performing marketing services of any kind; or (vi) providing any other substantial help or aid, while knowing or consciously avoiding knowing that the person receiving assistance is engaged in an act or practice that is prohibited by this Permanent Injunction.

- F. “Billing information” means any data that enables any person to access a customer’s or donor’s account, such as a credit card, checking, savings, share or similar account, utility bill, mortgage loan account, or debit card.
- G. “Credit repair service” means any service that is sold, provided or performed (or promoted with representations that it is sold, provided or performed) for the express or implied purpose of: (i) improving any consumer’s credit record, credit history, or credit rating; or (ii) providing advice or assistance to any consumer with regard to any activity or service that purports to improve any consumer’s credit record, credit history, or credit rating.
- H. “Customer relationship” means a continuing relationship between a consumer and a financial institution under which the financial institution provides one or more financial products or services to the consumer that are to be used primarily for personal, family, or household purposes.
- I. “Debt management service” means:

- (1) receiving money from a consumer for the purpose of distributing one or more payments to or among one or more creditors of the consumer in full or partial payment of the consumer's obligation;
- (2) arranging or assisting a consumer to arrange for the distribution of one or more payments to or among one or more creditors of the consumer in full or partial payment of the consumer's obligation;
- (3) exercising direct or indirect control, or arranging for the exercise of such control, over funds of a consumer for the purpose of distributing payments to or among one or more creditors of the consumer in full or partial payment of the consumer's obligation; or
- (4) acting or offering to act as an intermediary between a consumer and one or more creditors of the consumer for the purpose of adjusting, settling, discharging, reaching a compromise on or otherwise altering the terms of payment of the consumer's obligation.

J. "Defendants' Financial Statements" means the document entitled "Financial Statement of Individual Defendant," dated July 27, 2004 and signed by Dale R. Buird, Sr.; the document entitled "Financial Statement of Individual Defendant," dated July 28, 2004, and signed by Shawn Buird; the document entitled "Financial Statement of Individual Defendant," dated July 29, 2004 and signed by Dale R. Buird, Jr.; and the documents entitled "Financial Statements of Corporate

Defendant” dated July 29 and 30, 2004, signed by Dale R. Buird, Jr.; and all documents that reaffirm or are identified as exhibits, addendums, supplements, or attachments to those Financial Statements.

- K. “Document” is equal in scope and synonymous in meaning to the usage of the term in Federal Rule Civil Procedure 34(a), and includes writings, drawings, charts, graphs, photographs, audio and video recordings, computer records, and any other data compilations from which information can be obtained.
- L. “Established business relationship” means a relationship between a seller and a person based on: (1) the person’s purchase, rental, or lease of the seller’s goods or services or a financial transaction between the person and seller, within the eighteen (18) months immediately preceding the date of a telemarketing call; or (2) the person’s inquiry or application regarding a product or service offered by the seller, within the three (3) months immediately preceding the date of a telemarketing call, except that a person’s dealings with the Corporate Defendants do not qualify as an established business relationship for purposes of this Permanent Injunction.
- M. “Financial institution” means any institution the business of which is engaging in “financial activities” as described in 12 U.S.C. § 1843(k), and includes persons or entities that engage in the businesses described in 16 C.F.R. § 313.3(k)(2).

- N. “National Do Not Call Registry” means the National Do Not Call Registry maintained by the Federal Trade Commission pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(B).
- O. “Outbound telephone call” means a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.
- P. “Participating in” an activity means (i) providing advice, supervision, or guidance on how to conduct the activity; (ii) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints related to the activity; (iii) formulating or providing, or arranging for the formulation or provision of, any sales script or any other material for communicating with customers or potential customers of the activity; (iv) providing names of, or assisting in the generation of, potential customers, including arranging for automated delivery of messages to potential customers; (v) performing marketing services of any kind related to the activity; (vi) receiving payment of any kind based on the success of the activity; or (vii) providing funds to support the activity, through a loan, investment or any other means.
- Q. “Person” means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.

- R. “Privacy Rule” means the regulations on Privacy of Consumer Financial Information at 16 C.F.R. Part 313, promulgated by the FTC to implement Subtitle A of Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801-6809.
- S. “Receiver,” means Charles Stutts, in his capacity as the Receiver appointed in this Permanent Injunction.
- T. “Seller” means any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration, whether or not such person is under the jurisdiction of the Federal Trade Commission.
- U. “Telemarketer” means any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer or donor.
- V. “Telemarketing Sales Rule” or “Rule” means the FTC Rule entitled “Telemarketing Sales Rule,” 16 C.F.R. Part 310.
- W. “Telemarketing” means a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call. The term does not include the solicitation of sales through the mailing of a catalog which contains a written description or illustration of the goods or services offered for sale; includes the business address of the seller; includes multiple pages of written material or illustrations; and has been issued not less frequently than once a year,

when the person making the solicitation does not solicit customers by telephone but only receives calls initiated by customers in response to the catalog and during those calls takes orders only without further solicitation. For purposes of the previous sentence, the term “further solicitation” does not include providing the customer with information about, or attempting to sell, any other item included in the same catalog which prompted the customer’s call or in a substantially similar catalog.

ORDER

I.

PROHIBITION AGAINST DECEPTIVE MARKETING PRACTICES

IT IS FURTHER ORDERED that, in connection with the advertising, promotion, offering or sale of goods or services related to debt management services or credit repair services, the Defendants and persons in active concert or participation with them who receive actual notice of this Permanent Injunction are hereby permanently restrained and enjoined from:

- A. Falsely representing or assisting others in falsely representing that any person provides debt management services;
- B. Falsely representing or assisting others in falsely representing that any person provides services that eliminate interest charges on consumer debt, or reduce interest charges on consumer debt to a specified amount;

- C. Falsely representing or assisting others in falsely representing that any person provides services that will entitle consumers to repay their debts by making a specific monthly payment;
- D. Falsely representing or assisting others in falsely representing that any person will provide debt management services before a consumer's next credit card billing cycle;
- E. Falsely representing or assisting others in falsely representing the benefits that consumers will receive by contracting to receive debt management services;
- F. Falsely representing or assisting others in falsely representing that a consumer will receive a refund if the consumer cancels within a specified period;
- G. Falsely representing or assisting others in falsely representing that an entity is a nonprofit entity or a tax-exempt nonprofit entity under the Internal Revenue Code; and
- H. Making or assisting others in making any other express or implied representation or omission of material fact that is false or misleading, in any manner, orally or in writing, to any consumer or entity.

For purposes of this Paragraph, "material" means likely to affect a person's choice of, or conduct regarding, goods or services or a charitable contribution.

II.

PROHIBITION AGAINST DECEPTIVE TELEMARKETING PRACTICES

IT IS FURTHER ORDERED that, in connection with telemarketing, the Defendants and persons in active concert or participation with them who receive actual notice

of this Permanent Injunction are hereby permanently restrained and enjoined from engaging in, or assisting others engaged in:

- A. Falsely representing that any person provides debt management services;
- B. Falsely representing that any person provides services that eliminate interest charges on consumer debt, or reduce interest charges on consumer debt to a specified amount;
- C. Falsely representing that any person provides services that will entitle consumers to repay their debts by making a specific monthly payment;
- D. Falsely representing that any person will provide debt management services before a consumer's next credit card billing cycle;
- E. Falsely representing the benefits that consumers will receive by contracting to receive debt management services;
- F. Falsely representing that a consumer will receive a refund if the consumer cancels within a specified period;
- G. Falsely representing that an entity is a nonprofit entity or a tax-exempt nonprofit entity under Section 501(c)(3) of the Internal Revenue Code; and
- H. Making any other false or misleading statements to induce consumers to pay for services or to induce a charitable contribution in violation of the deceptive practices prohibitions of the Telemarketing Sales Rule, 16 C.F.R. § 310.3.

III.

PROHIBITION ON SUBMITTING BILLING INFORMATION WITHOUT EXPRESS INFORMED CONSENT

IT IS FURTHER ORDERED that the Defendants and persons or entities in active concert or participation with them who receive actual notice of this Permanent Injunction are hereby permanently restrained and enjoined from directly or indirectly causing billing information to be submitted for payment without the express informed consent of the consumer. To comply with this provision, the Defendants must not seek the consent of the consumer unless and until the following information has been disclosed truthfully, in a clear and conspicuous manner: (i) the total costs to purchase, receive, or use, and the quantity of, any goods or services that are the subject of the sales offer; (ii) all material restrictions, limitations, or conditions to purchase, receive, or use the goods or services that are the subject of the sales offer; (iii) if the seller has a policy of not making refunds, cancellations, exchanges, or repurchases, a statement informing the customer that this is the seller's policy; or, if the seller or telemarketer makes a representation about a refund, cancellation, exchange, or repurchase policy, a statement of all material terms and conditions of such policy. For purposes of this Paragraph, "material" means likely to affect a person's choice of, or conduct regarding, goods or services or a charitable contribution.

IV.

PROHIBITION AGAINST VIOLATION OF DO NOT CALL PROHIBITIONS

IT IS FURTHER ORDERED that, in connection with telemarketing, the Defendants and persons in active concert or participation with them who receive actual notice of this Permanent Injunction are hereby permanently restrained and enjoined from engaging in, or causing other persons to engage in:

A. Initiating any outbound telephone call to a person's telephone number on the National Do Not Call Registry of persons who do not wish to receive outbound telephone calls to induce the purchase of goods or services unless:

1. the seller has obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement must clearly evidence such person's authorization that calls made by or on behalf of a specific party may be placed to that person, and must include the telephone number to which the calls may be placed and the signature of that person; or
2. the seller has an established business relationship with such person and that person has not stated that he or she does not wish to receive outbound telephone calls from the seller;

B. Initiating any outbound telephone call to telephone numbers within given area codes without first paying the required annual fees for access to the telephone numbers within those area codes that are included in the National Do Not Call Registry when Defendants do not

have the established business relationship or express authorization described in Subparagraph IV.A;

C. Initiating any outbound telephone call to a person when that person has previously stated that he or she does not wish to receive an outbound telephone call made by or on behalf of the seller whose goods or services are being offered or made by or on behalf of the charitable organization for which a charitable contribution is being solicited; and

D. Any other act or practice that violates the prohibitions on abusive telemarketing acts or practices in the Telemarketing Sales Rule, 16 C.F.R. § 310.4, the recordkeeping requirements, 16 C.F.R. § 310.5, or the provisions governing fees for access to the National Do Not Call Registry, 16 C.F.R. § 310.8.

Provided, however, that if the Commission promulgates rules that modify or supersede the Telemarketing Sales Rule, in whole or in part, the Individual Defendants must comply fully and completely with all applicable requirements thereof, on and after the effective date of any such rules.

V.

PROHIBITION ON VIOLATING THE GRAMM-LEACH-BLILEY ACT

IT IS FURTHER ORDERED that, when acting as or on behalf of a financial institution, Defendants are hereby restrained and enjoined from:

1. Failing to provide each customer with a clear and conspicuous notice that accurately reflects the financial institution's privacy policies and practices not later than when a customer relationship is established; and
2. Failing otherwise to provide the notice of privacy policies as required by Subtitle A of Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801-6809, and implementing regulations promulgated by the Commission at 16 C.F.R. Part 313.

VI.

PROHIBITION ON VIOLATING THE CREDIT REPAIR ORGANIZATIONS ACT

IT IS FURTHER ORDERED that Defendants and persons in active concert or participation with them who receive actual notice of this Permanent Injunction are hereby restrained and enjoined from:

- A. Charging or receiving any money or other valuable consideration for credit repair services before such service is fully performed;
- B. Providing credit repair services until three business days after the consumer has signed a written and dated contract that includes:
 1. The terms and conditions of payment, including the total amount of all payments to be made by the consumer to the credit repair organization or to any other person;

2. A full and detailed description of the services to be performed by the credit repair organization for the consumer, including: (A) all guarantees of performance; and (B) an estimate of (i) the date by which the performance of the services (to be performed by the credit repair organization or any other person) will be complete; or (ii) the length of the period necessary to perform such services;
 3. The credit repair organization's name and principal business address; and
 4. A conspicuous statement in bold face type, in immediate proximity to the space reserved for the consumer's signature on the contract, which reads as follows: "You may cancel this contract without penalty or obligation at any time before midnight of the 3rd business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.";
- C. Failing to provide a consumer who contracts for credit repair services with the written statement set forth in Section 405(a) of the Credit Repair Organizations Act concerning consumer credit file rights under state and federal law and the right to cancel a contract with a credit repair organization before any contract or agreement for credit repair services is executed;

D. Refusing to allow a consumer to cancel a contract for credit repair services without penalty or obligation when the consumer cancels before midnight of the third business day after the date that the contract is executed by the consumer; and

E. Engaging in any other act or practice prohibited by the Credit Repair Organizations Act, 15 U.S.C. §§ 1679b-1679f

VII.

OBLIGATION TO MONITOR TELEMARKETING PERSONNEL

IT IS FURTHER ORDERED that any Individual Defendant who directly or indirectly manages, controls or has a majority ownership interest in any business that is engaged in telemarketing is hereby permanently restrained and enjoined from:

A. Failing to take reasonable steps sufficient to monitor and ensure that all employees and independent contractors engaged in telemarketing comply with Paragraphs I -VI of this Permanent Injunction. Such steps shall include:

1. Monitoring to ensure that lists of phone numbers used to contact customers include only numbers that are authorized to be called under the Telemarketing Sales Rule;
2. Establishing a procedure for receiving and responding to consumer complaints of violations of the Telemarketing Sales Rule and the Privacy Rule;

3. Ascertaining the number and nature of consumer complaints regarding potentially violative telephone calls or sales practices in which each employee or independent contractor is involved;
 4. Examining the initial and rebuttal scripts, training materials, notices, contracts and sales materials used by all employees and independent contractors to ascertain whether they comply with Telemarketing Sales Rule and the Privacy Rule; and
 5. Monitoring a sample of telemarketing calls by having non-commissioned employees or contractors listen to telemarketers' oral presentations and keep records regarding any misrepresentations;
- B. Failing promptly to investigate fully any consumer complaint received by any business to which this Paragraph applies; and
- C. Failing to take corrective action with respect to any telemarketer or sales representative that is not complying with this Order, which may include training, disciplining, and/or terminating such sales person.

Provided, however, that this Paragraph does not authorize or require a Defendant to take any action that violates any federal, state, or local law.

VIII.

BAN ON USE OF CUSTOMER DATA

IT IS FURTHER ORDERED that Defendants and persons or entities in active concert or participation with them who receive actual notice of this Permanent Injunction are permanently restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, billing information, e-mail address, or other identifying information of any customer or potential customer who submitted such information to any Corporate Defendant, or the employees, agents or contractors of the Corporate Defendants, at any time prior to entry of this Permanent Injunction;

B. Using or benefitting from, for commercial purposes, the name, address, telephone number, billing information, e-mail address, or other identifying information of any customer or potential customer who submitted such information to any Corporate Defendant, or the employees, agents or contractors of the Corporate Defendants, at any time prior to entry of this Permanent Injunction;

Provided, however, that Defendants may disclose such identifying information (i) for the purpose of making payments on debts on behalf of consumers from the Credit Counseling Specialists of America trust account or returning funds from that account to consumers; (ii) with the express written consent of the person whose information is disclosed, (iii) to a law

enforcement agency, or (iv) as required by any law, regulation, this Permanent Injunction or other court order.

IX.

FINANCIAL STATEMENT REAFFIRMATION

IT IS FURTHER ORDERED that, within five business days after this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief is signed on behalf of the Individual Defendants, the Individual Defendants must reaffirm and attest to the truthfulness, accuracy and completeness of the Defendants' Financial Statements. The parties to this agreement acknowledge and agree that:

A. The FTC's agreement to this Permanent Injunction, particularly the provisions that stay the monetary judgment with respect to the Individual Defendants, is expressly premised on the truthfulness, accuracy and completeness of the Defendants' Financial Statements and the Individual Defendants' reaffirmation. If the FTC finds that these documents contain any material misrepresentation or omission, it may seek to lift the stay in accordance with Paragraph X.

B. By agreeing to this Permanent Injunction, the Individual Defendants authorize the Commission to verify all information provided on their financial disclosure forms with all appropriate third parties, including but not limited to financial institutions.

C. In accordance with 31 U.S.C. § 7701, Defendants have been required to furnish to the Commission their respective taxpayer identifying numbers (social security numbers or

employer identification numbers), and these numbers may be used for purposes of collecting and reporting on any delinquent amount arising out of such Defendant's relationship with the government.

X.

MONETARY JUDGMENT

IT IS FURTHER ORDERED that

A. Defendants are jointly and severally liable to the FTC for eleven million thirty-five thousand sixty-five dollars (\$11,035,065), which amount was taken from consumers, and the FTC is awarded a monetary judgment in that amount. Funds collected to satisfy this judgment shall be used for consumer redress or disgorgement as provided for in Paragraph XVI of this Permanent Injunction.

B. The monetary judgment against the Defendants set forth above shall be partially satisfied as follows:

1. The Receiver shall liquidate the assets of the Corporate Defendants pursuant to his duties under this Permanent Injunction, and shall, subject to the Court's approval pursuant to Paragraph XIII, pay the net assets of the Corporate Defendants, if any, to the FTC or its designated representative, and the amount paid to the FTC will be credited as payment of this monetary judgment; and
2. Defendant Dale Buird, Sr., shall sell or mortgage the lands and premises at 12501 Vonn Road, Largo, Florida and arrange for the seller or mortgagee to

pay to the Receivers two hundred thousand dollars (\$200,000) to be included in the assets of the Corporate Defendants. If the sale or mortgage and payment of \$200,000 is not completed within thirty days from the entry of this Permanent Injunction, Dale R. Buird, Sr., shall exercise all legal or equitable rights and remedies at his disposal to convey the lands and premises at 12501 Vonn Road, Largo, Florida, more particularly known as Lot 11 of the Goodenough Estates Subdivision, to the Receiver to be liquidated as part of the assets of the Corporate Defendants;

3. Dale R. Buird, Jr., agrees that, upon the Court's approval of this Permanent Injunction, all dominion, title and control of all assets held in AmSouth account numbers 0039968766 (titled in the name of Dale R. Buird (Jr.)) and 0040027309 (titled in the name Future Financial Group), shall be transferred to the Receiver to be liquidated as part of the assets of the Corporate Defendants. AmSouth bank shall, within five days of entry of this Permanent Injunction, transfer all assets in these accounts to the Receiver or his designated representative.
- C. The monetary judgment set forth in this Paragraph is stayed with respect to the Individual Defendants, subject to the following conditions:
1. If, upon motion by the Commission, this Court finds that any Individual Defendant has failed to comply with his obligations relating to partial payment

of the judgment under Subparagraph X.B, the Court shall lift the stay as to that Individual Defendant and direct the Clerk to enter judgment against that Individual Defendant;

2. If, upon motion by the Commission, the Court finds that any Individual Defendant, in executing one or more of the Defendants' Financial Statements, has (i) materially misstated the value of any asset that should have been disclosed in the statement(s) that the Individual Defendant executed; (ii) materially misstated his financial condition by failing to disclose any asset that should have been disclosed in the statement(s) that the Individual Defendant executed; or (iii) has made any other material misstatement or omission in the Defendants' Financial Statements, the Court shall lift the stay as to that Individual Defendant.

Upon lifting the stay, the full amount of the judgment, less any amount previously collected to pay the judgment, shall become immediately due and payable by any Individual Defendant for whom the stay is lifted. If the Court finds that the conditions for lifting the stay of the judgment are met it shall issue a separate order directing the Clerk to enter an appropriate judgment, and the order shall provide that (1) interest computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall immediately begin to accrue on the unpaid balance; (2) the Individual Defendant or Defendants for whom the stay is lifted shall pay the costs and attorneys fees incurred by the FTC and its agents in any attempt to collect amounts due; and

(3) the Court makes an express determination that there is no just reason to delay in entering judgment against the Individual Defendant or Defendants, and expressly directs the entry of judgment. Defendants waive any right to contest any of the allegations in the Complaint in any subsequent litigation to collect amounts due pursuant to this Permanent Injunction, including but not limited to a nondischargeability complaint in any bankruptcy proceeding;

D. Defendants acknowledge and agree that (1) this monetary judgment is equitable monetary relief, solely remedial in nature, and not a fine, penalty, punitive assessment or forfeiture; and (2) any proceedings to lift the stay of the monetary judgment would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the FTC may initiate to enforce this Permanent Injunction;

E. Individual Defendants must not make any claim or demand, directly or indirectly, through counsel or otherwise, for return of the assets transferred pursuant to this Permanent Injunction and, in the event of bankruptcy of any Individual Defendant, the Individual Defendants acknowledge that the funds are not part of the debtor's estate, nor does the estate have any claim or interest therein;

F. Individual Defendants, individually and in their capacity as officers, directors or owners of the Corporate Defendants, acknowledge and agree that, upon the Court's entry of this Permanent Injunction, the Receiver shall have authority to take any steps necessary to dissolve and wind down the Corporate Defendants and liquidate their assets. The Individual

Defendants surrender all claims to dominion, title and control of assets titled in the name of the Corporate Defendants, including AmSouth and Wachovia bank accounts titled in the name of the Corporate Defendants, and acknowledge and agree that the Receiver shall liquidate these assets in accordance with this Permanent Injunction;

G. In the event that it is necessary to execute additional documents to transfer the assets described above or relinquish the Individual Defendants' rights, transfer assets titled in the name of the Corporate Defendants to the Receiver, liquidate assets of the Corporate Defendants, or dissolve the Corporate Defendants, the Individual Defendants must execute such documents within ten business days of a request from the Receiver or the FTC that they do so;

H. In the event that the stay of monetary judgment is lifted with respect to one or more of the Individual Defendants, each of the Individual Defendants must (1) provide the Commission with their federal and state tax returns for the preceding two years, and complete new financial disclosure forms fully and accurately within ten business days of receiving a request from the Commission to do so; and (2) cooperate fully with the Commission and its agents in all attempts to collect the judgment; and

I. In the event that additional assets of the Corporate Defendants are discovered after the completion of the Receivership, the stay of the monetary judgment with respect to the Individual Defendants does not affect the ability of the FTC to enforce the judgment with respect to the Corporate Defendants, including registering the judgment, issuing writs of

execution, or conducting discovery in aid of execution or other proceedings authorized under Federal Rule of Civil Procedure 69(a).

XI.

COMPLETION OF RECEIVERSHIP

IT IS FURTHER ORDERED that Charles L. Stutts, the Receiver appointed by this Court's Unopposed Preliminary Injunction With Asset Freeze, Appointment of Receiver and Other Equitable Relief, entered on August 2, 2004, is hereby appointed Receiver for the Corporate Defendants for the purpose of taking the necessary steps to wind down the businesses of the Corporate Defendants, liquidate their assets, and pay any net assets to the FTC to satisfy the monetary judgment in this Permanent Injunction. In acting as Receiver under this Permanent Injunction, the Receiver shall be the agent of this Court and shall be accountable directly to this Court. In carrying out these duties, the Receiver is authorized and directed to:

- A. Take any and all actions that the Receiver concludes are appropriate to manage, distribute and wind down the trust account created by Credit Counseling Specialists of America, Inc., for the purpose of making payments on debts owed by the consumers, including making payments from the trust account on behalf of consumers or returning funds directly to consumers;
- B. Take all steps necessary or advisable to locate and liquidate all other assets of the Corporate Defendants, cancel the Corporate Defendants' contracts, collect on amounts owed

to the Corporate Defendants, and take such other steps as may be necessary to terminate and dissolve the Corporate Defendants efficiently;

C. Provide the FTC, upon request, with any business records of the Corporate Defendants that (i) identify customers from whom the Corporate Defendants collected fees (regardless of whether the fees were identified as enrollment, set-up, recurring or other fees), including the most recent known address, telephone number, social security number, and the amount of any fees paid by such customers; or (ii) identify customers who received refunds from the Corporate Defendants and the amount of the refund;

D. Continue to exercise full control of the Corporate Defendants and continue to collect, marshal, and take custody, control and possession of all the funds, property, premises, accounts, documents, mail and other assets of, or in the possession or under the control of, the Corporate Defendants, wherever situated, the income and profits therefrom, and all sums of money now or hereafter due or owing to the Corporate Defendants, with full power to collect, receive and take possession of all goods, chattels, rights, credits, monies, effects, lands, leases, books and records, limited partnership records, work papers, and records of accounts, including computer-maintained information, contracts, financial records, monies on hand in banks and other financial institutions, and other papers and documents of other individuals, partnerships or corporations whose interests are now held by or under the direction, possession, custody or control of the Corporate Defendants;

E. Dispose of, or arrange for the disposal of, the records of the Corporate Defendants no later than six months after the Court's approval of the Receiver's final report, except that:

1. To the extent that such records are reasonably available, the Receiver shall arrange for records sufficient to ascertain the funds that an individual consumer paid to the Corporate Defendants, and any payments that the Corporate Defendants made on behalf of individual consumers, to be retained for a minimum of one year from the entry of this Permanent Injunction; and
2. If state or local law regulating debt management services requires the retention of particular records for a specified period, the Receiver shall arrange for such records to be disposed of after the specified period has expired.

To safeguard the privacy of consumers, records containing personal financial information shall be shredded, incinerated, or otherwise disposed of in a secure manner. For records that must be retained, the Receiver may elect to retain records in their original form, or to retain photographic or electronic copies;

F. Continue to take all steps necessary to secure each location from which the Corporate Defendants operated their business;

G. Continue to perform all acts necessary or advisable to complete an accounting of the assets, and prevent unauthorized transfer, withdrawal, or misapplication of assets;

H. Make payments and disbursements from the Receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this

Permanent Injunction. The Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Corporate Defendants prior to the date of entry of the temporary restraining order in this action, except payments that the Receiver deems necessary or advisable to secure and liquidate assets of the Corporate Defendants, such as rental payments or payment of liens;

I. Enter into contracts and purchase insurance as advisable or necessary;

J. Perform all incidental acts that the Receiver deems to be advisable or necessary, which includes retaining, hiring, or dismissing any employees, independent contractors, or agents;

K. Continue to institute, compromise, adjust, appear in, intervene in, or become party to such actions or proceedings in state, federal or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Permanent Injunction, including but not limited to, actions challenging fraudulent or voidable transfers;

L. Continue to defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings instituted in the past or in the future against the Receiver in his role as Receiver, or against the Corporate Defendants, as the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Permanent Injunction;

M. Issue subpoenas to obtain documents and records pertaining to the receivership, and conduct discovery in this action on behalf of the Receivership estate;

N. Open one or more bank accounts as designated depositories for funds of the Corporate Defendants, and make all payments and disbursements from the Receivership estate from such an account. The Receiver shall serve copies of monthly account statements on all parties;

O. Continue to maintain accurate records of all receipts and expenditures that he makes as Receiver; and

P. Continue to cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency.

XII.

COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Permanent Injunction and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held by, in the possession or control of, or which may be received by, the Corporate Defendants. The Receiver must not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

XIII.

RECEIVER'S FINAL REPORT AND DISBURSEMENT OF ASSETS OF THE CORPORATE DEFENDANTS

IT IS FURTHER ORDERED that:

A. The Receiver shall liquidate the assets of the Corporate Defendants. No later than sixty (60) days from the date of the entry of this Permanent Injunction, the Receiver shall file and serve on the parties a report (the "Final Report") to the Court that details the steps taken to dissolve the Receivership estate. The Final Report must include an accounting of the Receivership estate's finances and total assets and a description of what other actions, if any, must be taken to wind-up the Receivership. Promptly thereafter, but no later than thirty (30) days after submission of the Final Report, the Receiver shall file an application for payment of compensation and expenses associated with his performance of duties as Receiver under this Permanent Injunction and under the Temporary Restraining Order and the Unopposed Preliminary Injunction entered in this proceeding. The Receiver shall mail copies of the Final Report to all known creditors of the Corporate Defendants with a notice stating that any objections to paying any assets of the Corporate Defendants to satisfy the Receiver's costs and expenses and the monetary judgment set forth in this Permanent Injunction must be submitted to the Court and served by mail upon the Receiver and the parties within thirty days of the mailing of the Final Report. If subsequent actions (such as the completion of tax returns or further actions to recover funds for the Receivership) are appropriate, the Receiver

shall file additional report or reports (the “Supplemental Reports”) describing the subsequent actions and a subsequent application for the payment of fees and expenses related to the subsequent acts.

B. The Court will review the Final Report and any objections to the report and, absent a valid objection, will issue an order directing that the Receiver:

1. Pay the reasonable costs and expenses of administering the Receivership, including compensation of the Receiver and the Receivers’ personnel authorized by Paragraph XII of this Permanent Injunction or other orders of this Court, and the actual out-of-pocket costs incurred by the Receiver in carrying-out his duties;
2. To the extent that funds remain, pay all remaining funds to the FTC or its designated agent to reduce the monetary judgment in Paragraph X.

C. With Court approval, the Receiver may hold back funds for a specified period as a reserve to cover additional fees and costs related to actions to be addressed in a Supplemental Report. If the Receiver does not make a supplemental application for fees and expenses within the specified period, or if funds remain in the reserve fund after the payments of fees and expenses approved by the Court in response to such a supplemental application, all funds remaining in the reserve fund will be paid to the FTC or its designated agent.

XIV.

LIFTING ASSET FREEZE

IT IS FURTHER ORDERED that the freeze of each Defendant's assets imposed in the Unopposed Preliminary Injunction entered in this proceeding is hereby lifted, except that (A) during the thirty days following entry of this Permanent Injunction, any transfer of interests in the lands and premises at 12501 Vonn Road, Largo, Florida, by sale, mortgage, or otherwise, must provide for making the payment specified in Subparagraph X.B.2 to the Receivership estate; and (B) all persons with actual notice of this Permanent Injunction are restrained and enjoined from taking any action that would interfere with the transfer to the Receiver of assets titled in the name of the Corporate Defendants, or other transfers of assets required by Subparagraph X.B of this Permanent Injunction.

XV.

COOPERATION WITH THE RECEIVER

IT IS FURTHER ORDERED that:

A. Defendants and all other persons or entities served with a copy of this Permanent Injunction shall fully cooperate with and assist the Receiver in taking possession, custody, or control of the assets of the Corporate Defendants. This cooperation and assistance shall include, but not be limited to, providing information to the Receiver that the Receiver deems necessary in order to exercise the authority and discharge the responsibilities of the Receiver under this Permanent Injunction; providing any password required to access any computer,

electronic file, or telephonic data in any medium; and advising all persons who owe money to the Corporate Defendants that all debts should be paid directly to the Receiver.

B. Upon service of a copy of this Permanent Injunction, all entities that hold assets or records related to the business of the Corporate Defendants shall cooperate with all reasonable requests of the Receiver relating to implementation of this Permanent Injunction, including transferring funds at the Receiver's direction and producing records related to the assets and sales of the Corporate Defendants. The entities obligated to cooperate with the Receiver under this provision include, but are not limited to, banks, broker-dealers, savings and loans, escrow agents, title companies, commodity trading companies, precious metals dealers and other financial institutions and depositories of any kind, and all third-party billing agents, local exchange carriers, common carriers, and other telecommunications companies, that have transacted business with the Corporate Defendants.

C. Unless directed by the Receiver, Defendants are hereby restrained and enjoined from directly or indirectly:

1. Interfering with the Receiver managing, or taking custody, control, or possession of, the assets or documents subject to this Receivership;
2. Transacting any of the business of the Corporate Defendants;
3. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the

possession or custody of, or in which an interest is held or claimed by, the Corporate Defendants, or the Receiver; and

4. Refusing to cooperate with the Receiver or the Receiver's duly authorized agents in the exercise of their duties or authority under any order of this Court.

XVI.

REDRESS FUND

IT IS FURTHER ORDERED that the funds paid to the FTC or its designated agent pursuant to this Permanent Injunction shall be deposited into a redress fund, administered by the FTC or its designated agent, to be used for equitable relief including but not limited to consumer redress and any attendant expenses for the administration of any redress fund. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the FTC may apply any remaining funds to such other equitable relief (including consumer education remedies) as they determine to be reasonably related to the Defendants' practices alleged in the complaint. All funds not so used for such equitable relief shall be paid to the United States Treasury as disgorgement. The Individual Defendants shall be notified as to how the funds are disbursed but shall have no right to contest the manner of distribution chosen by the FTC. The FTC in its sole discretion may use a designated agent to administer consumer redress.

XVII.

COMPLIANCE MONITORING BY FTC

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Permanent Injunction,

- A. Within ten (10) days of receipt of written notice from a representative of the Commission, the Individual Defendants shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in such defendant's possession or direct or indirect control to inspect the business operation;
- B. In addition, the Commission is authorized to monitor compliance with this Permanent Injunction by all other lawful means, including but not limited to the following:
1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;
 2. posing as consumers and suppliers to any entity managed or controlled in whole or in part by one or more of the Individual Defendants without the necessity of identification or prior notice; and
- C. The Individual Defendants shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Permanent Injunction. The person interviewed may have counsel present.

Provided, however, that nothing in this Permanent Injunction shall limit 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, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

XVIII.

COMPLIANCE REPORTING BY DEFENDANTS

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Permanent Injunction may be monitored:

A. For a period of five (5) years from the date of entry of this Permanent Injunction, the Individual Defendants shall notify the Commission of the following:

1. Any changes in residence, mailing addresses, and telephone numbers of the Individual Defendant, within ten (10) days of the date of such change;
2. Any changes in employment status (including self-employment) of Individual Defendants, and any change in the ownership of the Individual Defendants in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that the Individual Defendant is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of the

Individual Defendant's duties and responsibilities in connection with the business or employment; and

3. Any changes in the Individual Defendant's name or use of any aliases or fictitious names; and
4. Any changes in corporate structure or any business entity that the Individual Defendant(s) directly or indirectly control(s), or have an ownership interest in, that may affect compliance obligations arising under this Permanent Injunction, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Permanent Injunction; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which a defendant learns less than thirty (30) days prior to the date such action is to take place, the defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Permanent Injunction, each of the Individual Defendants shall provide a written report to the FTC, sworn to under

penalty of perjury, setting forth in detail the manner and form in which he has complied and is complying with this Permanent Injunction. This report shall include, but not be limited to:

1. The then-current residence address, mailing addresses, and telephone numbers of the Individual Defendant;
2. The then-current employment and business addresses and telephone numbers of the Individual Defendant, a description of the business activities of each such employer or business, and the title and responsibilities of the Individual Defendant, for each such employer or business;
3. Any other changes required to be reported under Subparagraph A of this Section; and
4. A copy of each acknowledgment of receipt of this Permanent Injunction, obtained pursuant to Paragraph XX.

C. For the purposes of this Permanent Injunction, the Individual Defendants shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director Marketing Practices
Federal Trade Commission
600 Pennsylvania Avenue, NW, H-238
Washington, DC 20580
Re: FTC v. Debt Management Foundation Services,
MD Fl. No. 8:04-cv-01674-EAK-MSS

D. For purposes of the compliance reporting and monitoring required by this Permanent Injunction, the Commission is authorized to communicate directly with the Individual Defendants.

XIX.

RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Permanent Injunction, the Individual Defendants and their agents, employees, officers, corporations, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Permanent Injunction by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Permanent Injunction, including but not limited to, copies of acknowledgments of receipt of this Permanent Injunction, required by Paragraph XXI, and all reports submitted to the FTC pursuant to Paragraph XVIII.

XX.

DISTRIBUTION OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Permanent Injunction, the Individual Defendants shall deliver copies of the Order as directed below:

A. *Individual Defendants as Control Persons.* For any business that an Individual Defendant controls, directly or indirectly, or in which that Individual Defendant has a majority ownership interest, the Individual Defendant must deliver a copy of this Permanent Injunction to all principals, officers, directors, and managers of that business.. The Individual Defendants must also deliver copies of this Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within (5) days of service of this Permanent

Injunction upon the Individual Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities;

B. *Individual Defendants as employees or non-control persons:* For any business where an Individual Defendant is not a controlling person of a business, but otherwise engages in conduct related to the subject matter of this Order, the Individual Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct; and

C. Each Defendant responsible for providing a copy of this Permanent Injunction must secure a signed and dated statement acknowledging receipt of the Order, within thirty days of delivery, from each person receiving a copy of the Order pursuant to this Paragraph.

XXI.

ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that each of the Individual Defendants must, within five (5) business days of receipt of this Permanent Injunction as entered by the Court, submit to the Commission a truthful sworn statement acknowledging receipt of this Permanent Injunction.

XXII.

RETENTION OF JURISDICTION

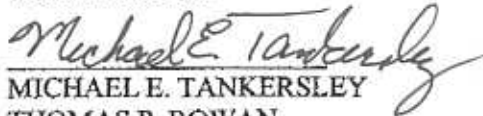
IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Permanent Injunction.

SO ORDERED, this _____ day of _____, at _____ .m., Eastern

Standard time.

United States District Court Judge

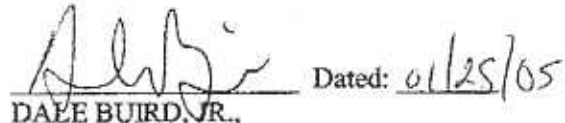
**FOR PLAINTIFF FEDERAL TRADE
COMMISSION:**



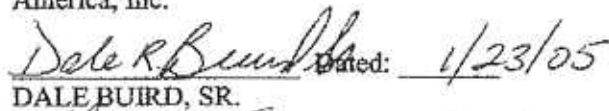
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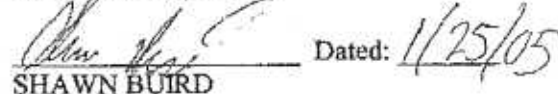
Dated: 3/29/05

FOR DEFENDANTS:

 Dated: 01/25/05
DALE BUIRD, JR.,

individually and on behalf of Debt
Management Foundation Services, Inc.;
One Star Marketing, Inc.; Debt Specialist
of America, Inc.; Ameridebt Group, Inc.;
and Credit Counseling Specialists of
America, Inc.

 Dated: 1/23/05
DALE BUIRD, SR.

 Dated: 1/25/05
SHAWN BUIRD

s/J. Douglas Baldrige
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Dated: 1/7/05

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