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18  
19 UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
20

21 FEDERAL TRADE COMMISSION

22 Plaintiff,

23 v.  
24

25 DEBTPRO 123 LLC, et al.,

26 Defendants.  
27

Case No.  
SACV 14-00693 AG (ANx)

**STIPULATION FOR ORDER  
FOR PERMANENT  
INJUNCTION AND  
MONETARY JUDGMENT  
AGAINST DEFENDANT RYAN  
FOLAND**

1 Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its  
2 Complaint for Permanent Injunctive and Other Equitable Relief (“Complaint”) in  
3 this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission  
4 Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing and Consumer  
5 Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108,  
6 and Section 410(b) of the Credit Repair Organizations Act (“CROA”), 15 U.S.C. §  
7 1679h(b). The Commission, through counsel, and Defendant Ryan Foland,  
8 representing himself, stipulate to the entry of the attached Stipulated Order for  
9 Permanent Injunction and Monetary Judgment Against Defendant Ryan Foland  
10 (“Order”) to resolve all matters in dispute in this action between them with the  
11 terms set forth below.

#### 12 FINDINGS

13 1. This Court has jurisdiction over this matter.

14 2. The Complaint charges that Defendant participated in deceptive acts or  
15 practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45; abusive or  
16 deceptive telemarketing acts or practices in violation of Sections 310.3(a)(2)(iii),  
17 310.3(a)(2)(x), and 310.4(a)(5) of the Telemarketing Sales Rule (“TSR”), 16  
18 C.F.R. §§ 310.3(a)(2)(iii), 310.3(a)(2)(x), 310.4(a)(5); and acts or practices in  
19 violation of Sections 404(a)(3), 404(b), and 405 of CROA, 15 U.S.C. §§  
20 1679b(a)(3), 1679b(b), 1679c, in connection with the marketing and sale of a  
21 product or service purporting to resolve consumers’ debts and improve consumers’  
22 credit.

23 3. Defendant Ryan Foland neither admits nor denies any of the allegations in  
24 the Complaint, except as specifically stated in this Order. Only for purposes of this  
25 action, Defendant Ryan Foland admits the facts necessary to establish jurisdiction.

26 4. Defendant Ryan Foland waives any claim that he may have under the Equal  
27 Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action  
28 through the date of this Order, and agrees to bear his own costs and attorney fees.

1 5. The parties waive all rights to appeal or otherwise challenge or contest the  
2 validity of this Order.

### 3 DEFINITIONS

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

- 5 1. **“Competent and reliable evidence”** means tests, analyses, research,  
6 studies, or other evidence based on the expertise of professionals in the  
7 relevant area, that has been conducted and evaluated in an objective manner  
8 by persons qualified to do so, using procedures generally accepted in the  
9 profession to yield accurate and reliable results.
- 10 2. **“Defendant”** means Ryan Foland, a/k/a R. Eugene Foland.
- 11 3. **“Financial product or service”** means any product, service, plan, or  
12 program represented, expressly or by implication, to:
- 13 A. provide any consumer, arrange for any consumer to receive, or assist  
14 any consumer in receiving, a loan or other extension of credit;
  - 15 B. provide any consumer, arrange for any consumer to receive, or assist  
16 any consumer in receiving, credit, debit, or stored value cards;
  - 17 C. improve, repair, or arrange to improve or repair, any consumer’s  
18 credit record, credit history, or credit rating; or
  - 19 D. provide advice or assistance to improve any consumer’s credit record,  
20 credit history, or credit rating.
- 21 4. **“Goods or Services”** includes any product, service, plan, or program.
- 22 5. **“Person”** means a natural person, organization, or other legal entity,  
23 including a corporation, partnership, proprietorship, association, cooperative,  
24 or any other group or combination acting as an entity.
- 25 6. **“Secured or unsecured debt relief product or service”** means:
- 26 A. With respect to any mortgage, loan, debt, or obligation between a  
27 person and one or more secured or unsecured creditors or debt  
28

1 collectors, any product, service, plan, or program represented,  
2 expressly or by implication, to:

- 3 1. stop, prevent, or postpone any mortgage or deed of foreclosure  
4 sale for a person's dwelling, any other sale of collateral, any  
5 repossession of a person's dwelling or other collateral, or  
6 otherwise save a person's dwelling or other collateral from  
7 foreclosure or repossession;
- 8 2. negotiate, obtain, or arrange a modification, or renegotiate,  
9 settle, or in any way alter any terms of the mortgage, loan, debt,  
10 or obligation, including a reduction in the amount of interest,  
11 principal balance, monthly payments, or fees owed by a person  
12 to a secured or unsecured creditor or debt collector;
- 13 3. obtain any forbearance or modification in the timing of  
14 payments from any secured or unsecured holder or servicer of  
15 any mortgage, loan, debt, or obligation;
- 16 4. negotiate, obtain, or arrange any extension of the period of time  
17 within which a person may (i) cure his or her default on the  
18 mortgage, loan, debt, or obligation, (ii) reinstate his or her  
19 mortgage, loan, debt, or obligation, (iii) redeem a dwelling or  
20 other collateral, or (iv) exercise any right to reinstate the  
21 mortgage, loan, debt, or obligation or redeem a dwelling or  
22 other collateral;
- 23 5. obtain any waiver of an acceleration clause or balloon payment  
24 contained in any promissory note or contract secured by any  
25 dwelling or other collateral; or



1           **II.           PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

2           IT IS FURTHER ORDERED that Defendant Ryan Foland, Defendant's  
3 agents, servants, employees, and attorneys, and all other persons in active concert  
4 or participation with any of them, who receive actual notice of this Order, whether  
5 acting directly or indirectly, in connection with advertising, marketing, promoting,  
6 offering for sale, selling, or assisting others in the advertising, marketing,  
7 promoting, offering for sale, or selling of any product, service, plan, or program,  
8 are permanently restrained and enjoined from making any representation, expressly  
9 or by implication, about the benefits, performance, or efficacy of such product,  
10 service, plan, or program, unless at the time such representation is made,  
11 Defendant possesses and relies upon competent and reliable evidence that, when  
12 considered in light of the entire body of relevant and reliable evidence, is sufficient  
13 to substantiate that the representation is true.

14           **III.           PROHIBITION AGAINST TELEMARKETING PRACTICES**

15           IT IS FURTHER ORDERED that Defendant Ryan Foland, Defendant's  
16 agents, servants, employees, and attorneys, and all other persons or entities in  
17 active concert or participation with any of them who receive actual notice of this  
18 Order, whether acting directly or indirectly, in connection with the telemarketing  
19 of any goods or services, are hereby permanently restrained and enjoined from:

- 20           A.    Initiating or assisting others in initiating any outbound telephone call,  
21                or receiving or assisting others in receiving any inbound telephone  
22                call, without maintaining records reflecting:  
23                1.   the date each consumer is charged;  
24                2.   where each consumer's funds are being held;  
25                3.   the goods or services for which each consumer is paying, including  
26                but not limited to details that are specific for each consumer;  
27                4.   the representations made to each consumer, including but not  
28                limited to any scripts or other statements made to the consumer

1 regarding any material restrictions, limitations, or conditions; or  
2 any material aspect of the performance, efficacy, nature, or central  
3 characteristics of the goods or services.

4 B. Initiating or assisting others in initiating any outbound telephone call,  
5 or receiving or assisting others in receiving any inbound telephone  
6 call, in which they, or the persons they are assisting, fail to disclose  
7 truthfully, promptly, and in a clear and conspicuous manner to the  
8 consumer receiving or making the call:

- 9 1. the identity of the seller, including the entity or entities for whom  
10 the seller is trying to sell goods or services;
- 11 2. that the purpose of the call is to sell goods or services; and
- 12 3. the nature of the goods or services.

13 **IV. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**  
14 **TO ANY FINANCIAL PRODUCT OR SERVICE**

15 IT IS FURTHER ORDERED that Defendant Ryan Foland, Defendant's  
16 agents, servants, employees, and attorneys, and all other persons in active concert  
17 or participation with any of them, who receive actual notice of this Order, whether  
18 acting directly or indirectly, in connection with advertising, marketing, promoting,  
19 offering for sale, or selling of any financial product or service, are permanently  
20 restrained and enjoined from misrepresenting or assisting others in  
21 misrepresenting, expressly or by implication, any material fact, including:

- 22 A. the terms or rates that are available for any loan or other extension of  
23 credit, including:
  - 24 1. closing costs or other fees;
  - 25 2. the payment schedule, monthly payment amount(s), any balloon  
26 payment, or other payment terms;
  - 27 3. the interest rate(s), annual percentage rate(s), or finance charge(s),



1 and whether they are fixed or adjustable;

2 4. the loan amount, credit amount, draw amount, or outstanding  
3 balance; the loan term, draw period, or maturity; or any other term  
4 of credit;

5 5. the amount of cash to be disbursed to the borrower out of the  
6 proceeds, or the amount of cash to be disbursed on behalf of the  
7 borrower to any third parties;

8 6. whether any specified minimum payment amount covers both  
9 interest and principal, and whether the credit has or can result in  
10 negative amortization; or

11 7. that the credit does not have a prepayment penalty or whether  
12 subsequent refinancing may trigger a prepayment penalty and/or  
13 other fees;

14 B. the savings associated with the loan or other extension of credit;

15 C. that a consumer will receive legal representation;

16 D. that any person can improve any person's credit record, credit history,  
17 or credit rating by permanently removing negative information from  
18 the person's credit record, credit history, or credit rating, even where  
19 such information is accurate and not obsolete;

20 E. the timing under which a consumer can be charged money or other  
21 valuable consideration for the performance of credit repair services;

22 F. the written information and disclosures to which a consumer is  
23 entitled in advance of the execution of any contract or agreement for  
24 credit repair services, including misrepresentation by failing to  
25 provide to the consumer any required written disclosures; or

26 G. the ability to improve or otherwise affect a consumer's credit record,  
27 credit history, credit rating, or ability to obtain credit, including that a  
28 consumer's credit record, credit history, credit rating, or ability to



1 obtain credit can be improved by permanently removing current,  
2 accurate negative information from the consumer's credit record or  
3 history.

4 **V. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**  
5 **TO ANY PRODUCT OR SERVICE**

6 IT IS FURTHER ORDERED that Defendant Ryan Foland, Defendant's  
7 agents, servants, employees, and attorneys, and all other persons or entities in  
8 active concert or participation with any of them, who receive actual notice of this  
9 Order, whether acting directly or indirectly in connection with advertising,  
10 marketing, promoting, offering for sale, or selling any product, service, plan, or  
11 program are hereby permanently restrained and enjoined from misrepresenting or  
12 assisting others in misrepresenting, expressly or by implication, any material fact,  
13 including:

- 14 A. any material aspect of the nature or terms of any refund, cancellation,  
15 exchange, or repurchase policy, including the likelihood of a  
16 consumer obtaining a full or partial refund, or the circumstances in  
17 which a full or partial refund will be granted to the consumer;
- 18 B. that any person is affiliated with, endorsed or approved by, or  
19 otherwise connected to any other person; government entity; public,  
20 non-profit, or other non-commercial program; or any other program;
- 21 C. the nature, expertise, position, or job title of any person who provides  
22 any product, service, plan, or program;
- 23 D. that any person providing a testimonial has purchased, received, or  
24 used the product, service, plan, or program;
- 25 E. that the experience represented in a testimonial of the product, service,  
26 plan, or program represents the person's actual experience resulting  
27 from the use of the product, service, plan, or program under the  
28 circumstances depicted in the advertisement;

- 1 F. the total costs to purchase, receive, or use, or the quality of, the  
2 product, service, plan, or program;
- 3 G. any material restriction, limitation, or condition on purchasing,  
4 receiving, or using the product, service, plan, or program;
- 5 H. the total time period it will take to complete or receive the product,  
6 service, plan, or program; or
- 7 I. any other material fact concerning any aspect of the performance,  
8 efficacy, nature, or characteristics of the product, service, plan, or  
9 program.

10 **VI. PROHIBITION AGAINST MAKING MISREPRESENTATIONS**  
11 **OF MATERIAL FACT THROUGH OTHERS**

12 IT IS FURTHER ORDERED that Defendant Ryan Foland, Defendant's  
13 agents, servants, employees, and attorneys, and all other persons or entities in  
14 active concert or participation with any of them, who receive actual notice of this  
15 Order, whether acting directly or indirectly in connection with advertising,  
16 marketing, promoting, offering for sale, or selling of any product, service, plan, or  
17 program, are hereby permanently restrained and enjoined from providing to others  
18 the means and instrumentalities with which to make, directly or indirectly,  
19 expressly or by implication, any false, unsubstantiated, or otherwise misleading  
20 representation of material fact.

21 **VII. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

22 IT IS FURTHER ORDERED that:

- 23 A. Judgment in the amount of seven million, nine hundred and fifty one  
24 thousand, two hundred and eleven dollars (\$7,951,211.00) is entered  
25 in favor of the Commission against Defendant Ryan Foland as  
26 equitable monetary relief. This judgment shall be reduced by funds  
27 turned over to the Commission by the Defendant as set forth below.

1 All taxes and fees assessed against the Defendant resulting from the  
2 sale or transfer of assets shall not reduce the amount of judgment.  
3 Upon transfer of the assets set forth in Subsections VI (B), (C), and  
4 (D), the remainder of the judgment is suspended, subject to the  
5 Subsections below.

- 6 B. Within seven (7) days after entry of this Order, Prudential shall  
7 transfer to the Commission by wire transfer in accordance with  
8 instructions previously provided by a representative of the  
9 Commission, the cash surrender value of the Independent Retirement  
10 Account (“IRA”) ending in 3399 and held in the name of, or for the  
11 benefit of, Defendant Ryan Foland.
- 12 C. Defendant Ryan Foland assigns all of his rights, title and interest in  
13 any future payments, after payment of attorneys fees, identified in  
14 Item 15 (“Pending Insurance Payments or Inheritances”) of the  
15 Financial Statement of Individual Defendant signed by Ryan Foland  
16 on May 21, 2015 and related to property damage and personal injury  
17 arising from a February, 2015 car accident, to the Commission.
- 18 D. At the conclusion of Paul Raymond’s representation of Defendant  
19 Ryan Foland, Paul Raymond is ordered to, by wire transfer in  
20 accordance with instructions previously provided by a representative  
21 of the Commission, transfer to the Commission any unused portion of  
22 the \$4,222.00 legal retainer described in Item 21 (“Trusts and  
23 Escrows”) of the Financial Statement of Individual Defendant signed  
24 by Ryan Foland on May 21, 2105 and held in trust by Paul Raymond,  
25 Attorney at Law in the name of, or for the benefit of, Defendant Ryan  
26 Foland.
- 27 E. Defendant Ryan Foland shall take all steps necessary to assist in the  
28 transfer, liquidation and assignment of the assets identified in

1 Subsections VI (B), (C), and (D). In the event it is necessary to  
2 execute additional documents to transfer, liquidate, or assign assets of  
3 Defendant Ryan Foland or any other assets that are to be surrendered  
4 under this Order, Defendant Ryan Foland shall execute such  
5 documents within three business days of a request from the FTC.

6 F. The Commission's agreement to the suspension of the judgment is  
7 expressly premised upon the truthfulness, accuracy, and completeness  
8 of Defendant's sworn financial statements and related documents  
9 (collectively, "financial representations") submitted to the  
10 Commission, namely: The Financial Statement of Defendant Ryan  
11 Foland signed on May 21, 2015, including the attachments.

12 G. The suspension of the judgment will be lifted as to Defendant if, upon  
13 motion by the Commission, the Court finds that Defendant failed to  
14 disclose any material asset, materially misstated the value of any  
15 asset, or made any other material misstatement or omission in the  
16 financial representations identified above.

17 H. If the suspension of the judgment is lifted, the judgment becomes  
18 immediately due as to Defendant in the amount specified in  
19 Subsection A above (which the parties stipulate only for purposes of  
20 this Section represents Defendant's portion of the consumer injury  
21 and unjust enrichment alleged in the Complaint), less any payment  
22 previously made pursuant to this Section or by any other Defendant in  
23 this action in satisfaction of a monetary judgment, plus interest  
24 computed from the date of entry of this Order.

#### 24 VIII. ADDITIONAL MONETARY PROVISIONS

25 IT IS FURTHER ORDERED that:

- 1           A. Defendant relinquishes dominion and all legal and equitable right,  
2 title, and interest in all assets transferred pursuant to this Order and  
3 may not seek the return of any assets.
- 4           B. The facts alleged in the Complaint will be taken as true, without  
5 further proof, in any subsequent civil litigation by or on behalf of the  
6 Commission, including in a proceeding to enforce its rights to any  
7 payment or monetary judgment pursuant to this Order, such as a  
8 nondischargeability complaint in any bankruptcy case.
- 9           C. The facts alleged in the Complaint establish all elements necessary to  
10 sustain an action by the Commission pursuant to Section 523(a)(2)(A)  
11 of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will  
12 have collateral estoppel effect for such purposes.
- 13           D. Defendant acknowledges that his Taxpayer Identification Numbers  
14 (Social Security Numbers or Employer Identification Numbers),  
15 which Defendant previously submitted to the Commission, may be  
16 used for collecting and reporting on any delinquent amount arising out  
17 of this Order, in accordance with 31 U.S.C. § 7701.
- 18           E. All money paid to the Commission pursuant to this Order may be  
19 deposited into a fund administered by the Commission or its designee  
20 to be used for equitable relief, including consumer redress and any  
21 attendant expenses for the administration of any redress fund. If a  
22 representative of the Commission decides that direct redress to  
23 consumers is wholly or partially impracticable or money remains after  
24 redress is completed, the Commission may apply any remaining  
25 money for such other equitable relief (including consumer information  
26 remedies) as it determines to be reasonably related to Defendant's  
27 practices alleged in the Complaint. Any money not used for such  
28 equitable relief is to be deposited to the U.S. Treasury as

1 disgorgement. Defendant has no right to challenge any actions the  
2 Commission or its representatives may take pursuant to this  
3 Subsection.

#### 4 IX. CUSTOMER INFORMATION

5 IT IS FURTHER ORDERED that Defendant Ryan Foland, Defendant's  
6 agents, servants, employees, and attorneys, and all other persons or entities in  
7 active concert or participation with any of them, who receive actual notice of this  
8 Order, whether acting directly or indirectly, are permanently restrained and  
9 enjoined from directly or indirectly:

- 10 A. Failing to provide sufficient customer information to enable the  
11 Commission to efficiently administer consumer redress. Defendant  
12 represents that he has provided this redress information to the  
13 Commission. If a representative of the Commission requests in  
14 writing any information related to redress, Defendant must provide it,  
15 in the form prescribed by the Commission, within 14 days.
- 16 B. Disclosing, using, or benefitting from customer information, including  
17 the name, address, telephone number, email address, social security  
18 number, other identifying information, or any data that enables access  
19 to a customer's account (including a credit card, bank account, or  
20 other financial account), that Defendant obtained prior to entry of this  
21 Order in connection with the marketing or sale of any secured or  
22 unsecured debt relief product or service and any financial product or  
23 service; and
- 24 C. Failing to destroy such customer information in all forms in his  
25 possession, custody, or control within 30 days of entry of the final  
26 order disposing of all claims and parties in this matter. Disposal shall  
27 be by means that protect against unauthorized access to the customer  
28 information, such as by burning, pulverizing, or shredding any papers,



1 and by erasing or destroying any electronic media, to ensure that the  
2 customer information cannot practicably be read or reconstructed.

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

#### 6 X. COOPERATION

7 IT IS FURTHER ORDERED that Defendant Ryan Foland must fully  
8 cooperate with representatives of the Commission in this case and in any  
9 investigation related to or associated with the transactions or the occurrences that  
10 are the subject of the Complaint. Defendant must provide truthful and complete  
11 information, evidence, and testimony. Defendant must appear for interviews,  
12 discovery, hearings, trials, and any other proceedings that a Commission  
13 representative may reasonably request upon five (5) days written notice, or other  
14 reasonable notice, at such places and times as a Commission representative may  
15 designate, without the service of a subpoena. This Section does not preclude  
16 Individual Defendant from invoking any valid Fifth Amendment privilege against  
17 self-incrimination.

#### 18 XI. ORDER ACKNOWLEDGMENTS

19 IT IS FURTHER ORDERED that Defendant Ryan Foland obtain  
20 acknowledgments of receipt of this Order:

- 21 A. Defendant, within seven (7) days of entry of this Order, must submit  
22 to the Commission an acknowledgment of receipt of this Order sworn  
23 under penalty of perjury.
- 24 B. For five (5) years after entry of this Order, Defendant, for any  
25 business that Defendant, individually or collectively with any other  
26 Defendant, is the majority owner or controls directly or indirectly  
27 must deliver a copy of this Order to: (1) all principals, officers,



1 directors, and LLC managers and members; (2) all employees, agents,  
2 and representatives who participate in conduct related to the subject  
3 matter of the Order; and (3) any business entity resulting from any  
4 change in structure as set forth in the Section titled Compliance  
5 Reporting. Delivery must occur within seven (7) days of entry of this  
6 Order for current personnel. For all others, delivery must occur  
7 before they assume their responsibilities.

- 8 C. From each individual or entity to which Defendant delivered a copy of  
9 this Order, Defendant must obtain, within 30 days, a signed and dated  
10 acknowledgment of receipt of this Order.

## 11 XII. COMPLIANCE REPORTING

12 IT IS FURTHER ORDERED that Defendant Ryan Foland makes timely  
13 submissions to the Commission:

- 14 A. One year after entry of this Order, Defendant must submit a  
15 compliance report, sworn under penalty of perjury:
- 16 1. Defendant must: (a) identify the primary physical, postal, and  
17 email address and telephone number, as designated points of  
18 contact, which representatives of the Commission may use to  
19 communicate with Defendant; (b) identify all of Defendant's  
20 businesses by all of their names, telephone numbers, and physical,  
21 postal, email, and Internet addresses; (c) describe the activities of  
22 each business, including the goods and services offered, the means  
23 of advertising, marketing, and sales, and the involvement of any  
24 other Defendant (which Defendant Ryan Foland must describe if  
25 he knows or should know due to his own involvement); (d)  
26 describe in detail whether and how Defendant is in compliance  
27 with each Section of this Order; and (e) provide a copy of each  
28 Order Acknowledgment obtained pursuant to this Order, unless

1 previously submitted to the Commission.

2 2. Additionally, Defendant must: (a) identify all telephone numbers  
3 and all physical, postal, email and Internet addresses, including all  
4 residences; (b) identify all business activities, including any  
5 business for which Defendant performs services whether as an  
6 employee or otherwise and any entity in which Defendant has any  
7 ownership interest; and (c) describe in detail Defendant's  
8 involvement in each such business, including title, role,  
9 responsibilities, participation, authority, control, and any  
10 ownership.

11 B. For ten (10) years after entry of this Order, Defendant must submit a  
12 compliance notice, sworn under penalty of perjury, within fourteen  
13 (14) days of any change in the following:

14 1. Defendant must report any change in: (a) any designated point of  
15 contact; or (b) the structure of any corporate defendant or any  
16 entity that Defendant has any ownership interest in or controls  
17 directly or indirectly that may affect compliance obligations arising  
18 under this Order, including: creation, merger, sale, or dissolution  
19 of the entity or any subsidiary, parent, or affiliate that engages in  
20 any acts or practices subject to this Order.

21 2. Additionally, Defendant must report any change in: (a) name,  
22 including aliases or fictitious name, or residence address; or (b)  
23 title or role in any business activity, including any business for  
24 which Defendant performs services whether as an employee or  
25 otherwise and any entity in which Defendant has any ownership  
26 interest, and identify the name, physical address, and any Internet  
27 address of the business or entity.

28 C. Defendant must submit to the Commission notice of the filing of any

1 bankruptcy petition, insolvency proceeding, or similar proceeding by  
2 or against Defendant within fourteen (14) days of its filing.

3 D. Any submission to the Commission required by this Order to be  
4 sworn under penalty of perjury must be true and accurate and comply  
5 with 28 U.S.C. § 1746, such as by concluding: “I declare under  
6 penalty of perjury under the laws of the United States of America that  
7 the foregoing is true and correct. Executed on: \_\_\_\_\_” and supplying  
8 the date, signatory’s full name, title (if applicable), and signature.

9 E. Unless otherwise directed by a Commission representative in writing,  
10 all submissions to the Commission pursuant to this Order must be  
11 emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S.  
12 Postal Service) to: Associate Director for Enforcement, Bureau of  
13 Consumer Protection, Federal Trade Commission, 600 Pennsylvania  
14 Avenue NW, Washington, DC 20580. The subject line must begin:  
15 *FTC v. DebtPro 123 LLC, et al.*, Matter Number X140027.

### 16 XIII. RECORDKEEPING

17 IT IS FURTHER ORDERED that Defendant Ryan Foland must create  
18 certain records for ten (10) years after entry of the Order, and retain each such  
19 record for five (5) years. Specifically, for any business that Defendant,  
20 individually or collectively with any other Defendants, is a majority owner or  
controls directly or indirectly, he must create and retain the following records:

21 A. accounting records showing the revenues from all goods or services  
22 sold;

23 B. personnel records showing, for each person providing services,  
24 whether as an employee or otherwise, that person’s: name, addresses,  
25 telephone numbers, job title or position, dates of service, and (if  
26 applicable) the reason for termination;

- 1 C. records of all consumer complaints and refund requests, whether  
2 received directly or indirectly, such as through a third party, and any  
3 response;
- 4 D. all records necessary to demonstrate full compliance with each  
5 provision of this Order, including all submissions to the Commission;  
6 and
- 7 E. a copy of each unique advertisement or marketing material, including  
8 but not limited to any sales scripts, direct mail solicitations,  
9 informational packets, or the design, text, or use of images of any  
10 Internet website, email, or other electronic communication.

#### 11 XIV. COMPLIANCE MONITORING

12 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant  
13 Ryan Foland's compliance with this Order, including the financial representations  
14 upon which the judgment was suspended:

- 15 A. Within fourteen (14) days of receipt of a written request from a  
16 representative of the Commission, Defendant must: submit additional  
17 compliance reports or other requested information, which must be  
18 sworn under penalty of perjury; appear for depositions; and produce  
19 documents for inspection and copying. The Commission is also  
20 authorized to obtain discovery, without further leave of court, using  
21 any of the procedures prescribed by Federal Rules of Civil Procedure  
22 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- 23 B. For matters concerning this Order, the Commission is authorized to  
24 communicate directly with Defendant. Defendant must permit  
25 representatives of the Commission to interview any employee or other  
26 person affiliated with Defendant, who has agreed to such an interview.  
27 The person interviewed may have counsel present.

1 C. The Commission may use all other lawful means, including posing,  
2 through its representatives as consumers, suppliers, or other  
3 individuals or entities, to Defendant or any individual or entity  
4 affiliated with Defendant, without the necessity of identification or  
5 prior notice. Nothing in this Order limits the Commission's lawful  
6 use of compulsory process, pursuant to Sections 9 and 20 of the FTC  
7 Act, 15 U.S.C. §§ 49, 57b-1.

8 D. Upon written request from a representative of the Commission, any  
9 consumer reporting agency must furnish consumer reports concerning  
10 Defendant, pursuant to Section 604(1) of the Fair Credit Reporting  
11 Act, 15 U.S.C. §1681b(a)(1).

12 **XV. RETENTION OF JURISDICTION**

13 IT IS FURTHER ORDERED that this Court retains jurisdiction of this  
14 matter for purposes of construction, modification, and enforcement of this Order.  
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1 **SO STIPULATED:**

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4 **FOR PLAINTIFF FEDERAL TRADE COMMISSION**

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Date: 9/29/15

6 MICHELLE L. SCHAEFER  
7 JOHN ANDREW SINGER  
8 BENJAMIN J. THEISMAN  
9 MIRIAM R. LEDERER  
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19 Counsel for Federal Trade Commission  
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**FOR DEFENDANT RYAN FOLAND:**

  
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RYAN FOLAND, Individually

Date: 7/20/15

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