

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF TEXAS
3 SHERMAN DIVISION

4 FEDERAL TRADE COMMISSION,

5 Plaintiff,

6 v.

7 NATIONAL HOMETEAM SOLUTIONS, LLC;

8 NATIONAL FINANCIAL SOLUTIONS, LLC;

9 UNITED FINANCIAL SOLUTIONS, LLC;

10 NATIONWIDE FORECLOSURE SERVICES, LLC;

11 EVALAN SERVICES, LLC;

12 ELANT, LLC;

13 ELIAS H. TAYLOR, aka ELI TAYLOR;

14 EVERARD TAYLOR, aka EVERARDO TAYLOR;

15 EMANUEL TAYLOR; and

16 EDWIN P. TAYLOR, SR., aka ED TAYLOR,

17 Defendants.

Civil Action No. 4:08-cv-067

**STIPULATED PERMANENT
INJUNCTION AND FINAL
ORDER AS TO DEFENDANTS
UNITED FINANCIAL
SOLUTIONS, LLC, AND
EMANUEL TAYLOR**

18
19 This matter comes before the Court on Complaint of plaintiff Federal Trade Commission
20 (“FTC” or “Commission”) against defendants National Hometeam Solutions, LLC; National
21 Financial Solutions, LLC; United Financial Solutions, LLC; Nationwide Foreclosure Services,
22 LLC; Evalan Services, LLC; Elant, LLC; Elias H. Taylor; Everard Taylor; Emanuel Taylor; and
23 Edwin P. Taylor, Sr. On February 26, 2008, the Commission filed a Complaint for Injunctive
24 and Other Equitable Relief (Dkt. #1) in this matter pursuant to Sections 5(a) and 13(b) of the
25 Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a) and 53(b). The FTC charged
26 defendants with engaging in deceptive acts or practices in connection with the marketing and
27 sale of mortgage foreclosure rescue services, in violation of Section 5(a) of the FTC Act, 15
28 U.S.C. § 45(a). The Commission and defendants United Financial Solutions, LLC, and Emanuel

Final Order as to Emanuel Taylor

1 Taylor have agreed to settle all matters of dispute between them without adjudication.

2 Accordingly, it is hereby **ORDERED, ADJUDGED, AND DECREED:**

3 **FINDINGS**

4 1. This Court has jurisdiction over the subject matter of this case and personal
5 jurisdiction over defendants.

6 2. Venue in the Eastern District of Texas is proper as to all parties.

7 3. The activities of defendants are in or affecting commerce, as defined in the FTC
8 Act, 15 U.S.C. § 44.

9 4. The Complaint states a claim upon which relief may be granted against
10 Defendants under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).

11 5. Defendants waive all rights to seek judicial review or otherwise challenge or
12 contest the validity of this Final Order.

13 6. Defendants waive any claim, including any claim for attorneys' fees under the
14 Equal Access to Justice Act, 28 U.S.C. § 2412, *amended by* Pub. L. 104-121, 110 Stat. 847, 863-
15 64 (1996), and any claims they may have against the Commission, its employees,
16 representatives, or agents.

17 7. Defendants enter into this Final Order freely and without coercion and
18 acknowledge that they have read, understand, and are prepared to abide by the provisions of this
19 Final Order.

20 8. This Final Order is in addition to, and not in lieu of, any other civil or
21 criminal remedies that may be provided by law.

22 9. Entry of this Final Order is in the public interest.

23 **DEFINITIONS**

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

25 1. "Assisting others" means knowingly providing any of the following goods or
26 services to another business venture: (A) performing customer service functions, including, but
27 not limited to, receiving or responding to consumer complaints; (B) formulating or providing, or
28 arranging for the formulation or provision of, any marketing material; (C) providing names of, or
assisting in the generation of, potential customers; (D) hiring, recruiting, or training personnel;

1 (E) advising or acting as a consultant to others on the commencement or management of a
2 business venture; or (F) performing marketing services of any kind.

3 2. “Defendants” means United Financial Solutions, LLC, and Emanuel Taylor,
4 whether acting directly or through any successor, assign, agent, employee, entity, corporation,
5 subsidiary, division, or other device

6 3. “Documents” means writings, drawings, graphs, charts, photographs,
7 sound recordings, images, and any other data or data compilations stored in any medium from
8 which information can be obtained and translated, if necessary, into reasonably usable form and
9 is synonymous in meaning and equal in scope to the usage of the term in the Federal Rules of
10 Civil Procedure 34(a). A draft or non-identical copy of a document is a separate document
11 within the meaning of the term.

12 4. “Employer” means any individual or entity for whom any defendant performs
13 services as an employee, consultant, or independent contractor.

14 5. “Employment” means the performance of services as an employee, consultant, or
15 independent contractor.

16 6. “Material” means likely to affect a person’s choice of, or conduct regarding,
17 goods or services.

18 7. “Mortgage foreclosure rescue service” shall mean any service, product, or
19 program wherein the offeror, expressly or by implication, claims that it can assist
20 a homeowner in any manner to: (A) stop, prevent, or postpone any home
21 mortgage foreclosure sale; (B) obtain any forbearance from any beneficiary or
22 mortgagee; (C) exercise any statutory right of reinstatement; (D) obtain any
23 extension of the period within which the owner may reinstate his or her
24 obligation; (E) obtain any waiver of an acceleration clause contained in any
25 promissory note or contract secured by a deed of trust or mortgage on a residence
26 in foreclosure or contained in that deed of trust or mortgage; (F) obtain a loan or
27 advance of funds; (G) avoid or ameliorate the impairment of the owner’s credit
28 resulting from the recording of a notice of default or the conduct of a foreclosure
sale; (H) save the owner’s residence from foreclosure; or (I) assist the owner in

1 obtaining from the beneficiary, mortgagee, trustee under a power of sale, or
2 counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from
3 the foreclosure sale of the owner's residence. The foregoing shall include any
4 manner of claimed assistance, including, but not limited to, debt, budget, or
5 financial counseling; receiving money for the purpose of distributing it to
6 creditors; contacting creditors on behalf of the homeowner; arranging or
7 attempting to arrange for an extension of the period within which the owner of
8 property sold at foreclosure may cure his or her default; arranging or attempting
9 to arrange for any delay or postponement of the time of a foreclosure sale; and
10 giving advice of any kind with respect to filing for bankruptcy.

11 8. The term "and" also means "or," and the term "or" also means "and."

12 **ORDER**

13 **I. PROHIBITED BUSINESS ACTIVITIES**

14 **IT IS ORDERED** that defendants United Financial Solutions, LLC, and Emanuel
15 Taylor, and their successors, assigns, agents, employees, officers, servants, and all other persons
16 or entities in active concert or participation with them who receive actual notice of this Final
17 Order by personal service, facsimile, or otherwise, whether acting directly or through any
18 corporation, subsidiary, division or other device, are hereby permanently restrained and enjoined
19 from:

20 A. Falsely representing, or assisting others to falsely represent, expressly
21 or by implication, any material fact in connection with the advertising, marketing, promoting,
22 performance, offering for sale, or sale of any mortgage foreclosure rescue service, including but
23 not limited to misrepresenting:

- 24 (1) that home mortgage foreclosure can or will be stopped, postponed, or
25 prevented in all or virtually all instances;
- 26 (2) the likelihood that home mortgage foreclosure can or will be stopped,
27 postponed, or prevented;
- 28 (3) the degree of past success of any efforts to stop, postpone, or prevent

1 home mortgage foreclosures;

2 (4) the terms of any refund or guarantee;

3 (5) the likelihood that a consumer will receive a full or partial refund if a
4 home mortgage foreclosure is not stopped, postponed, or prevented;

5 (6) any record regarding consumer satisfaction or complaints or approval or
6 ratings by the Better Business Bureau or any other consumer advocacy or
7 consumer protection association; or

8 (7) any fact material to a consumer's decision to purchase any
9 mortgage foreclosure rescue service.

10 B. Falsely representing, or assisting others to falsely represent, expressly
11 or by implication, any material fact in connection with the advertising, marketing, promoting,
12 performance, offering for sale, or sale of any other good or service.

13 **II. PROHIBITIONS AGAINST DISTRIBUTION OF CUSTOMER INFORMATION**

14 **IT IS FURTHER ORDERED** that defendants United Financial Solutions, LLC, and
15 Emanuel Taylor, and their successors, assigns, agents, employees, officers, servants, and all
16 other persons or entities in active concert or participation with them who receive actual notice of
17 this Final Order by personal service, facsimile, or otherwise, whether acting directly or through
18 any corporation, subsidiary, division or other device, are permanently restrained and enjoined
19 from selling, renting, leasing, transferring or otherwise disclosing the individual name, address,
20 telephone number, email address, credit card number, social security number, bank account
21 number, or other identifying information of any person who provided any such information to
22 defendants at any time in connection with the advertising, marketing, promoting, offering for
23 sale, or sale of mortgage foreclosure rescue services; *provided, however*, that defendants may
24 disclose such identifying information to any law enforcement or regulatory agency, or as
25 required by any law, regulation, or Court order.

26 **III. MONETARY JUDGMENT AND CONSUMER REDRESS**

27 **IT IS FURTHER ORDERED** that:

28 A. Judgment in the amount of \$34,800 is hereby entered against defendants

1 United Financial Solutions, LLC, and Emanuel Taylor, jointly and severally, as equitable
2 monetary relief, in favor of the Commission; *provided*, that this judgment amount, except such
3 amounts specified in subparagraph III.B, shall be suspended upon defendants' fulfillment of the
4 payment obligations set forth in that subparagraph.

5 B. Within seven (7) business days after receiving notice of the entry of this Final
6 Order, defendants United Financial Solutions, LLC, and Emanuel Taylor will transfer to the FTC
7 \$19,108 in funds held in the OptionsXpress account ending in 1824, which was frozen pursuant
8 to the Temporary Restraining Order (Dkt. #10) entered by the Court on February 27, 2008, and
9 the Stipulated Preliminary Injunction (Dkt. #38) entered by the Court on March 6, 2008. Upon
10 receipt of this Final Order, OptionsXpress shall directly transfer such funds to the FTC by
11 electronic funds transfer or by certified check or other guaranteed funds made payable to and
12 delivered to the Commission.

13 C. All funds paid pursuant to this Final Order shall be deposited into a fund
14 administered by the Commission or its agent to be used for equitable relief, including but not
15 limited to consumer redress and any attendant expenses for the administration of any redress
16 funds. In the event that direct redress to consumers is wholly or partially impracticable or funds
17 remain after redress is completed, the Commission may apply any remaining funds for such
18 other equitable relief (including consumer information remedies) as it determines to be
19 reasonably related to the defendants' practices alleged in the Complaint. Any funds not used for
20 such equitable relief shall be deposited with the United States Treasury as disgorgement.
21 Defendants shall have no right to challenge the Commission's choice of remedies or manner of
22 distribution under this Section.

23 D. Defendants expressly waive their rights to litigate the issue of disgorgement.

24 E. Defendants acknowledge and agree that all money paid pursuant to this Final
25 Order is irrevocably paid to the Commission for purposes of settlement between plaintiff and
26 defendants.

27 F. The Commission and defendants acknowledge and agree that this judgment for
28 equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive

1 assessment, or forfeiture.

2 G. Defendants agree that, if they fail to timely and completely fulfill the
3 payment and other obligations set forth in this Final Order, the facts alleged in the Complaint
4 filed in this matter shall be taken as true in any subsequent litigation filed by the Commission to
5 enforce its rights pursuant to this Final Order, including, but not limited to, a nondischargeability
6 complaint in any bankruptcy case.

7 H. Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish
8 to the Commission defendants' taxpayer identifying numbers (social security number or
9 employer identification number), which shall be used for purposes of collecting and reporting on
10 any delinquent amount arising out of defendants' relationship with the government.

11 **IV. RIGHT TO REOPEN AS TO MONETARY JUDGMENT**

12 **IT IS FURTHER ORDERED** that:

13 A. The Commission's agreement to, and the Court's approval of, this Final Order is
14 expressly premised upon the truthfulness, accuracy, and completeness of the financial statements
15 signed by each defendant as follows:

16 (1) United Financial Solutions, dated March 3, 2008; and

17 (2) Emanuel Taylor, dated March 3, 2008,

18 both of which include material information relied upon by the Commission in negotiating and
19 agreeing to the terms of this Final Order.

20 B. If, upon motion, this Court should find that United Financial Solutions, LLC, or
21 Emanuel Taylor has made a material misrepresentation or omitted material information
22 concerning their financial condition, then the suspension of the monetary judgment shall be
23 vacated and the Court, without further adjudication, shall enter judgment holding said defendant
24 liable to the Commission in the amount of \$34,800, less any payments made to the FTC, plus
25 interest from the entry date of this Final Order, pursuant to 28 U.S.C. § 1961.

26 C. Any proceedings instituted under this Section IV are in addition to, and not in lieu
27 of, any other civil or criminal remedies as may be provided by law, including any other
28 proceedings that the FTC may initiate to enforce this Final Order.

1 **V. COOPERATION WITH FTC COUNSEL**

2 **IT IS FURTHER ORDERED** that defendants United Financial Solutions, LLC, and
3 Emanuel Taylor shall, in connection with this action or any subsequent investigations related to
4 or associated with the transactions or the occurrences that are the subject of the FTC's
5 Complaint, cooperate in good faith with the FTC and appear at such places and times as the FTC
6 shall reasonably request, after written notice, for interviews, conferences, review of documents,
7 and for such other matters as may be reasonably requested by the FTC.

8 **VI. COMPLIANCE MONITORING**

9 **IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating
10 compliance with any provision of this Final Order,

11 A. Within ten (10) days of receipt of written notice from a representative of the
12 Commission, United Financial Solutions, LLC, and Emanuel Taylor each shall submit additional
13 written reports, sworn to under penalty of perjury; produce documents for inspection and
14 copying; appear for deposition; and/or provide entry during normal business hours to any
15 business location in such defendant's possession or direct or indirect control to inspect the
16 business operation;

17 B. In addition, the Commission is authorized to monitor compliance with this Final
18 Order by all other lawful means, including, but not limited to, the following:

- 19 (1) Obtaining discovery from any person, without further leave of court, using
20 the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;
21 (2) Posing as consumers and suppliers to United Financial Solutions, LLC,
22 and Emanuel Taylor, their employees, or any entity managed or controlled
23 in whole or part by any defendant, without the necessity of identification
24 or prior notice; and

25 C. United Financial Solutions, LLC, and Emanuel Taylor shall permit
26 representatives of the Commission to interview any employer, consultant, independent
27 contractor, representative, agent, or employee who has agreed to such an interview, relating in
28 any way to any conduct subject to this Final Order. The person interviewed may have counsel

1 present.

2 *Provided, however,* that nothing in this Final Order shall limit the Commission's lawful
3 use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-
4 1, to obtain any documentary material, tangible things, testimony, or information relevant to
5 unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C.
6 § 45(a)(1)).

7 **VII. COMPLIANCE REPORTING BY DEFENDANTS**

8 **IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this
9 Final Order may be monitored:

10 A. For a period of five (5) years from the date of entry of this Final Order,

11 (1) Individual defendant Emanuel Taylor shall notify the Commission of the
12 following:

13 (a) Any changes in his residence, mailing address, and telephone
14 number, within ten (10) days of the date of such change;

15 (b) Any changes in his employment status (including self-
16 employment), and any change in his ownership in any business
17 entity, within ten (10) days of the date of such change. Such
18 notice shall include the name and address of each business that
19 Emanuel Taylor is affiliated with, employed by, creates or forms,
20 or performs services for; a statement of the nature of the business;
21 and a statement of his duties and responsibilities in connection
22 with the business or employment; and

23 (c) Any changes in Emanuel Taylor's name or use of any alias or
24 fictitious name; and

25 (2) Defendants United Financial Solutions, LLC, and Emanuel Taylor shall
26 notify the Commission of any changes in corporate structure of United
27 Financial Solutions, LLC, or any business entity that Emanuel Taylor
28 directly or indirectly controls, or has an ownership interest in, that may

1 affect compliance obligations arising under this Final Order, including,
2 but not limited to, a dissolution, assignment, sale, merger, or other action
3 that would result in the emergence of a successor entity; the creation or
4 dissolution of a subsidiary, parent, or affiliate that engages in any acts or
5 practices subject to this Final Order; the filing of a bankruptcy petition; or
6 a change in the corporate name or address, at least thirty (30) days prior to
7 such change, *provided* that, with respect to any proposed change in the
8 corporation about which the defendants learn less than thirty (30) days
9 prior to the date such action is to take place, the defendants shall notify the
10 Commission as soon as is practicable after obtaining such knowledge.

11 B. One hundred eighty (180) days after the date of entry of this Final Order, United
12 Financial Solutions, LLC, and Emanuel Taylor each shall provide a written report to the
13 Commission, sworn to under penalty of perjury, setting forth in detail the manner and form in
14 which they have complied and are complying with this Final Order. This report shall include,
15 but not be limited to:

- 16 (1) For individual defendant Emanuel Taylor:
- 17 (a) His then-current residence address, mailing address, and telephone
18 number;
- 19 (b) His then-current employment and business addresses and
20 telephone numbers, a description of the business activities of each
21 such employer or business, and his title and responsibilities for
22 each such employer or business; and
- 23 (c) Any other changes required to be reported under Section VII.A.
- 24 (2) For all defendants:
- 25 (a) A copy of each acknowledgment of receipt of this Final Order,
26 obtained pursuant to Section X below;
- 27 (b) A statement describing the manner in which defendants have
28 complied and are complying with the provisions set forth in

1 Sections I-III above; and

2 (c) Any other changes required to be reported under subparagraphs A
3 or B of this Section.

4 C. For the purposes of this Final Order, defendants shall, unless otherwise directed
5 by the Commission's authorized representatives, mail all written notifications to the Commission
6 to:

7 Associate Director
8 Division of Enforcement
9 Federal Trade Commission
601 New Jersey Ave., Room 2119
Washington, D.C. 20580

10 Re: FTC v. National Hometeam Solutions, et al.,
11 Civil Action No. 4:08-cv-067 (E.D. Tex.).

12 For purposes of the compliance reporting and monitoring required by this Final Order,
13 the Commission is authorized to communicate directly with defendants United Financial
14 Solutions, LLC, and Emanuel Taylor.

15 **VIII. RECORD KEEPING PROVISIONS**

16 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry
17 of this Final Order, defendants United Financial Solutions, LLC, and Emanuel Taylor, and those
18 businesses where defendant Emanuel Taylor is the majority owner or otherwise controls the
19 business, and their agents, directors, officers, employees, corporations, successors, and assigns,
20 and other entities or persons directly or indirectly under their control, and all persons or entities
21 in active concert or participation with any of them who receive actual notice of this Final Order
22 by personal service, facsimile, or otherwise, in connection with the advertising, marketing,
23 promoting, performance, offering for sale, or sale of mortgage foreclosure rescue services, are
24 hereby restrained and enjoined from failing to create and retain the following records:

25 A. Accounting records that reflect the cost of goods or services sold, revenues
26 generated, and the disbursement of such revenues;

27 B. Personnel records accurately reflecting: the name, address, and telephone number
28 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;

1 and the date and reason for the person's termination, if applicable;

2 C. Customer files containing the names, addresses, phone numbers, dollar amounts
3 paid, quantity of items or services purchased, and description of items or services purchased, to
4 the extent such information is obtained in the ordinary course of business;

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

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

9 F. All records and documents necessary to demonstrate full compliance with each
10 provision of this Final Order, including but not limited to, copies of acknowledgments of receipt
11 of this Final Order, required by Section IX.D., and all reports submitted to the FTC pursuant to
12 Section VII.

13 **IX. DISTRIBUTION OF ORDER BY DEFENDANTS**

14 **IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry
15 of this Final Order, defendants shall deliver copies of the Final Order as directed below:

16 A. Defendant United Financial Solutions, LLC, must deliver a copy of this Final
17 Order to all of its principals, officers, directors, and managers. United Financial Solutions, LLC,
18 also must deliver copies of this Final Order to all of its employees, agents, independent
19 contractors, and representatives who engage in the advertising, marketing, promoting,
20 performance, offering for sale, or sale of mortgage foreclosure rescue services. For current
21 personnel, delivery shall be within five (5) days of service of this Final Order upon defendants.
22 For new personnel, delivery shall occur prior to them assuming their responsibilities.

23 B. For any business that individual defendant Emanuel Taylor controls, directly or
24 indirectly, or in which Emanuel Taylor has a majority ownership interest, Emanuel Taylor must
25 deliver copies of this Final Order to all principals, officers, directors, and managers of that
26 business as well as to all employees, agents, independent contractors, and representatives of that
27 business who engage in the advertising, marketing, promoting, performance, offering for sale, or
28 sale of mortgage foreclosure rescue services. For current personnel, delivery shall be within five

1 (5) days of service of this Final Order upon defendant. For new personnel, delivery shall occur
2 prior to them assuming their responsibilities.

3 C. For any business where individual defendant Emanuel Taylor is not a controlling
4 person of a business but otherwise engages in the advertising, marketing, promoting, offering for
5 sale, or sale of mortgage foreclosure rescue services, he must deliver a copy of this Final Order
6 to all principals and managers of such business before engaging in such conduct.

7 D. United Financial Solutions, LLC, and Emanuel Taylor must secure a signed and
8 dated statement acknowledging receipt of the Final Order, within thirty (30) days of delivery,
9 from all persons receiving a copy of the Final Order pursuant to this Section.

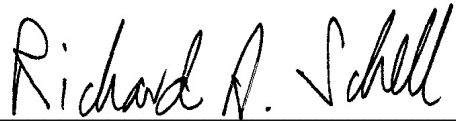
10 **X. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

11 **IT IS FURTHER ORDERED** that United Financial Solutions, LLC, and Emanuel
12 Taylor, within five (5) business days of receipt of this Final Order as entered by the Court, must
13 each submit to the Commission a truthful sworn statement acknowledging receipt of this Final
14 Order.

15 **XI. RETENTION OF JURISDICTION**

16 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for
17 purposes of construction, modification, and enforcement of this Final Order.

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19
20 **SIGNED this the 6th day of September, 2008.**

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22 

23
24 RICHARD A. SCHELL
25 UNITED STATES DISTRICT JUDGE
26
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28

1 The parties consent to the terms and conditions of the Stipulated Permanent Injunction as
2 set forth above and hereby consent to the entry thereof without the need of a hearing.

3
4 For the Plaintiff:

5 Dated: _____, 2008

6 Respectfully Submitted,


7 WILLIAM BLUMENTHAL,
8 General Counsel


9 *Dean C. Graybill 9-04-08*

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22 For the Defendants:

23 
24 _____
25 United Financial Solutions, LLC
26 By: Emanuel Taylor, President

27 
28 _____
Emanuel Taylor, Individually

Final Order as to Emanuel Taylor