

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 ACADEMY COLLECTION SERVICE, INC., a)
 Pennsylvania Corporation,)
)
 KEITH DICKSTEIN, Individually, and as an)
 Officer of Academy Collection Service, Inc.,)
)
 ALBERT S. BASTIAN, Individually, and as an)
 Officer of Academy Collection Service, Inc.,)
)
 and)
)
 EDWARD L. HURT III, Individually, and as an)
 Officer of Academy Collection Service, Inc.,)
)
 Defendants.)

Civil Action No. 2:08-CV-1576

**CONSENT DECREE
WITH REGARD TO DEFENDANTS
ACADEMY COLLECTION SERVICE, INC.
AND KEITH DICKSTEIN**

WHEREAS, Plaintiff, the United States of America, has commenced this action by filing the Complaint herein; Defendants Academy Collection Service, Inc. ("Academy") and Keith Dickstein ("Dickstein") (collectively, "Settling Defendants") have waived service of the Summons and Complaint; the parties have been represented by the attorneys whose names appear hereafter; and the parties have agreed to settlement of this action upon the following terms and conditions, without adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising

from the Complaint to the date of entry of this Consent Decree and without the Settling Defendants admitting any of the matters alleged in the Complaint other than jurisdictional facts;

THEREFORE, on the joint motion of Plaintiff and the Settling Defendants, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. This Court has jurisdiction of the subject matter and of the parties.
2. The Complaint states a claim upon which relief may be granted against the Settling Defendants under Sections 5(a), 5(m)(1)(A), 13(b), and 16(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a), 45(m)(1)(A), 53b, and 56(a), and Section 814 of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692*l*. A complete copy of the FDCPA, 15 U.S.C. § 1692 *et seq.*, is attached.
3. Venue in this District is proper under 28 U.S.C. §§ 1391(b-c) and 1395(a) and 15 U.S.C. § 53(b).
4. The activities of the Settling Defendants are in or affecting commerce as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
5. For purposes of this Consent Decree ("Decree"), the definitions set forth in the FDCPA, 15 U.S.C. § 1692a, shall apply.
6. Entry of this Decree is in the public interest.
7. The Settling Defendants stipulate to the entry of this Decree freely and without coercion. The Settling Defendants further acknowledge that they have read the provisions of this Decree and are prepared to abide by them.
8. All parties hereby waive all rights to appeal or otherwise challenge or contest the validity of this Decree.

9. The parties shall each bear their own costs and attorneys' fees incurred in this action. The Settling Defendants have waived all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412.

I. CIVIL PENALTY

A. Defendant Academy, its successors and assigns, and Defendant Dickstein shall jointly and severally pay to the Plaintiff a civil penalty, pursuant to Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), in the amount of two million two hundred and fifty thousand dollars (\$2,250,000);

B. Defendants Academy and Dickstein shall make the payment required by Paragraph A of this Section in the amount of \$2,250,000 (the "Payment"), for which they are jointly and severally liable, as follows: prior to or concurrently with their execution of this Decree, the Settling Defendants shall transfer the Payment to their attorney, who shall hold the entire sum for no purpose other than payment to the Treasurer of the United States after entry of this Decree by the Court. Within five (5) days of receipt of notice of the entry of this Decree, the Settling Defendants' attorney shall transfer such Payment in the form of a wire transfer or certified or cashier's check made payable to the Treasurer of the United States. The check or written confirmation of the wire transfer shall be delivered to: Director, Office of Consumer Litigation, U.S. Department of Justice Civil Division, P.O. Box 386, Washington, DC 20044. The cover letter accompanying the check shall include the title of this litigation and a reference to DJ# 102-3471;

C. In the event of any default in payment, which default continues for ten (10) days beyond the due date of payment, the entire unpaid amount, together with interest, as computed

pursuant to 28 U.S.C. § 1961 from the date of default to the date of payment, shall immediately become due and payable;

D. The judgment amount set forth in Paragraph A of this Section represents a civil penalty owed to the United States Government, and is not compensation for actual pecuniary loss. The Settling Defendants expressly waive their rights to litigate the issue of monetary relief as set forth in Paragraph A of this Section. The Settling Defendants acknowledge and agree that all money paid pursuant to this Decree is irrevocably paid to Plaintiff for purposes of settlement;

E. Defendants Academy and Dickstein agree that the facts as alleged in the Complaint filed in this action shall be taken as true, without further proof, in any subsequent litigation filed by or on behalf of the Federal Trade Commission ("FTC" or "Commission") to collect any unpaid amount or otherwise enforce its rights pursuant to this Decree, including a nondischargeability complaint filed in any bankruptcy case. Defendants Academy and Dickstein have agreed to settlement of this action without admitting any of the matters alleged in the Complaint other than jurisdictional facts in order to settle and resolve all matters in dispute arising from the Complaint; and

F. In accordance with 31 U.S.C. § 7701, Defendants Academy and Dickstein are hereby required to furnish to the Plaintiff and 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. Defendant Dickstein also agrees, if he has not done so already, to provide Plaintiff and the Commission with clear, legible and full-size photocopies of all valid driver's licenses which he possesses, which will be used solely for collection, reporting, and compliance purposes.

II. INJUNCTION

Defendants Academy and Dickstein, their successors and assigns, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, in connection with acting as a "debt collector" in the collection of a "debt" from a "consumer," as those terms are defined in Section 803(6), (5) and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5) and (3), are hereby permanently restrained and enjoined from taking the following actions:

Violating FTC Act

- A. Misrepresenting to consumers, expressly or by implication, that:
1. Nonpayment of a debt will result in garnishment of a consumer's wages;
 2. Nonpayment of a debt will result in a consumer's property being seized or attached or result in a consumer's arrest;
 3. The individuals who act as agents or otherwise on behalf of the Settling Defendants, are attorneys or that any communication is from an attorney when such individuals are not attorneys and such communications are not from attorneys; and
 4. Legal action will be taken against a consumer;
- B. Making a misrepresentation to consumers, expressly or by implication, about the consequences of paying or not paying a debt, in whole or in part;
- C. Making any material misrepresentation, expressly or by implication, to collect or to attempt to collect a debt or obtain information concerning a consumer;

D. Making any withdrawals from consumers' bank accounts without obtaining the consumers' express informed consent;

Violating FDCPA

E. Using unfair or unconscionable means to collect or attempt to collect any debt, in violation of Section 808 of the FDCPA, 15 U.S.C. § 1692f, including, but not limited to:

1. Making withdrawals from consumers' bank accounts without obtaining the consumers' express informed consent, in violation of Section 808 of the FDCPA, 15 U.S.C. § 1692f; and
2. Depositing or threatening to deposit any postdated check or other postdated payment instrument prior to the date on such check or instrument, in violation of Section 808(4) of the FDCPA, 15 U.S.C. § 1692f (4);

F. Except as provided in Section 804 of the FDCPA, communicating with any person other than the consumer, the attorney of the consumer, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector, in connection with the collection of a debt, unless the Settling Defendants have the prior consent of the consumer given directly to the Settling Defendants, or the express permission of a court of competent jurisdiction, or the Settling Defendants can show that such communication is reasonably necessary to effectuate a post judgment judicial remedy, in violation of Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b);

G. When communicating with persons other than the consumer for the alleged purpose of acquiring location information about the consumer:

1. Stating that the consumer owes a debt, in violation of Section 804(2) of the FDCPA, 15 U.S.C. § 1692b(2); or

2. Communicating with third parties more than once, unless requested to do so by such person or unless the Settling Defendants have a reasonable belief that the earlier response of such person is erroneous or incomplete and that the person now has correct or complete location information to provide, in violation of Section 804(3) of the FDCPA, 15 U.S.C. § 1692b(3);

H. Using any false, deceptive, or misleading representations or means in connection with the collection of any debt, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to:

1. Falsely representing or implying that any individuals, acting as agents of the Settling Defendants, or otherwise on behalf of the Settling Defendants, that contact consumers are attorneys or that any communication is from an attorney when such individuals are not attorneys and such communications are not from attorneys, in violation of Section 807(3) of the FDCPA, 15 U.S.C. § 1692e(3);
2. Representing or implying that nonpayment of a debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages of any person, unless at the time of the representation, such action is lawful and the Settling Defendants or the creditor intend to take such action, in violation of Section 807(4) of the FDCPA, 15 U.S.C. § 1692e(4);
3. Representing or implying that any action will be taken, unless at the time of the representation, such action is lawful and the Settling Defendants or the creditor intend to take such action, or that any action may be taken when the

Settling Defendants cannot show that, at the time of the representation, there is a reasonable likelihood that such action will be taken, in violation of Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5);

4. Using false representations or deceptive means to collect or attempt to collect a debt or obtain information concerning a consumer, in violation of Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10); and
5. Failing to disclose in the initial oral communication with the consumer that the debt collector is attempting to collect a debt and that any information will be used for that purpose, and failing to disclose in subsequent communications that the communication is from a debt collector (when such communications are not formal pleadings made in connection with a legal action), in violation of Section 807(11) of the FDCPA, 15 U.S.C. § 1692e(11);

I. Communicating with a consumer at the consumer's place of employment if the debt collector knows or has reason to know that the consumer's employer prohibits the consumer from receiving such communication, unless the Settling Defendants have the prior consent of the consumer given directly to the Settling Defendants, or the express permission of a court of competent jurisdiction, in violation of Section 805(a)(3) of the FDCPA, 15 U.S.C. § 1692c(a)(3);

J. Communicating with a consumer at any unusual time or place or a time or place known or which should be known by the Settling Defendants as inconvenient to the consumer, including, but not limited to: (1) communicating with the consumer before 8:00 a.m. or after 9:00 p.m. at the consumer's location, and (2) communicating with the consumer at the consumer's place of employment, when the Settling Defendants know or should know that such

communications are inconvenient, in violation of Section 805(a)(1) of the FDCPA, 15 U.S.C.

§ 1692c(a)(1);

K. Engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person, in violation of Section 806 of the FDCPA, 15 U.S.C. § 1692d, including, but not limited to:

1. Using or threatening to use violence or other criminal means to harm the physical person, reputation, or property of any person, in violation of Section 806(1) of the FDCPA, 15 U.S.C. § 1692d(1);
2. Using obscene or profane language, or language the natural consequence of which is to abuse the hearer, in violation of Section 806(2) of the FDCPA, 15 U.S.C. § 1692d(2); or
3. Causing a telephone to ring, or engaging a person in telephone conversations, repeatedly or continuously, with intent to annoy, abuse, or harass, in violation of Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5);
and

L. Engaging in any other act or practice that would violate the FDCPA, 15 U.S.C. § 1692, as attached and as it may be hereafter amended.

III. NOTICE REQUIREMENTS

A. For a period of five (5) years from the date of entry of this Decree, Defendants Academy and Dickstein, their successors and assigns, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, in

connection with acting as a "debt collector" in the collection of a "debt" from a "consumer," as those terms are defined in Section 803(6), (5) and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5) and (3), shall make the following disclosure clearly and conspicuously on each written collection communication that is sent to a consumer for the purpose of collecting a debt:

Federal law prohibits certain methods of debt collection, and requires that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

If you have a complaint about the way we are collecting this debt, please write to our CONTACT CENTER, [current physical address], email us at [current email address], or call us toll-free at [current phone number] between 9:00 A.M. Eastern Time and 5:00 P.M. Eastern Time Monday - Friday.

The Federal Trade Commission enforces the Fair Debt Collection Practices Act (FDCPA). If you have a complaint about the way we are collecting your debt, please contact the FTC online at www.ftc.gov; by phone at 1-877- FTC-HELP; or by mail at 600 Pennsylvania Ave. NW, Washington, DC 20580.

The above disclosure shall be given in the languages which appear in such communications sent to consumers.

B. Defendants Academy and Dickstein, their successors and assigns, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, in connection with acting as a "debt collector" in the collection of a "debt" from a

“consumer,” as those terms are defined in Section 803(6), (5), and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5), and (3), shall provide a copy of the following notice to all officers, servants, agents, and employees having responsibility with respect to the collection of consumer debts, within thirty (30) days of the date of entry of this Decree, and to each employee hired for a period of five (5) years after that date, no later than the time the employee assumes responsibility with respect to the collection of such debts, and shall secure from each such person, within thirty (30) days of delivery, a signed and dated statement acknowledging receipt of a copy of the following notice:

Debt collectors must comply with the federal Fair Debt Collection Practices Act, which limits our activities in trying to collect money from consumers. Most importantly, Section 805 of the Act says that you may not contact a consumer at work if you know or should know it is inconvenient for the consumer; that you may not contact a consumer before 8:00 A.M. or after 9:00 P.M. local time at the consumer’s location, unless the consumer has instructed you to do so; and that you may not communicate with any person other than the consumer in connection with the collection of a debt, for any purpose other than to obtain location information about the consumer.

Section 804 of the Act says that, when communicating with other persons to acquire location information, you shall not state that such consumer owes any debt. You also shall not communicate with any such person more than once unless requested to do so by the person or unless you reasonably believe that an earlier response of that person was erroneous or incomplete and that such person now has correct or complete location information to provide to you.

Section 806 of the Act states that you may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.

Section 807 of the Act prohibits you from representing or implying that any action, including legal action, will be taken unless at the time of the representation, such action is lawful and there is a clear intent to take such action. Further, Section 807 of the Act prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

Section 808 prohibits any unfair or unconscionable means to collect a debt, including withdrawing funds from a consumer's bank account without obtaining the consumer's express informed consent. It also prohibits depositing postdated checks prior to the date on such checks.

Individual debt collectors may be financially liable for their violations of the Act.

IV. DISTRIBUTION OF DECREE AND FDCPA BY SETTLING DEFENDANTS

For a period of three (3) years from the date of entry of this Decree, Defendants Academy and Dickstein, their successors and assigns, and their officers, agents, servants, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, shall deliver copies of this Decree and the FDCPA as directed below:

A. **Academy:** Defendant Academy and its successors and assigns must deliver copies of this Decree and the FDCPA to all of its principals, officers, directors, and managers. Defendant Academy and its successors and assigns also must deliver copies of this Decree and the FDCPA to all of its employees, agents, and representatives who engage in conduct related to the subject matter of this Decree. For current personnel, delivery shall be within five (5) days of service of this

Decree upon Defendant Academy. For new personnel, delivery shall occur prior to their assuming their responsibilities.

B. **Defendant Dickstein as control person:** For any business which is engaged in the collection of “debts” from “consumers,” as those terms are defined in Section 803(5) and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(5) and (3), that Defendant Dickstein controls, or in which such Defendant has a majority ownership interest, such Defendant must deliver copies of this Decree and the FDCPA to all principals, officers, directors, and managers of that business. Such Defendant must also deliver copies of this Decree and the FDCPA to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of this Decree. For current personnel, delivery shall be within five (5) days of service of this Decree upon Defendant Dickstein. For new personnel, delivery shall occur prior to their assuming their responsibilities.

C. **Defendant Dickstein as employee or non-control person:** For any business where Defendant Dickstein is not a controlling person of that business but otherwise engages in conduct as a “debt collector” in the collection of a “debt” from a “consumer,” as those terms are defined in Section 803(6), (5), and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5), and (3), such Defendant must deliver copies of this Decree and the FDCPA to all principals and managers of such business before engaging in such conduct.

D. Defendants Academy and Dickstein must secure a signed and dated statement acknowledging receipt of this Decree and the FDCPA, within thirty (30) days of delivery, from all persons receiving copies of the Decree and the FDCPA pursuant to this Section.

V. RECORD KEEPING PROVISIONS

For a period of six (6) years from the date of entry of this Decree, Defendants Academy and Dickstein, their agents, employees, officers, corporations, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, in connection with any business involving the collection of debts from consumers, where any Settling Defendant is the majority owner of the business, or manages or controls the business, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the revenues generated in connection with the collection of debts, 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 of debt owed, records of collection activity, and amounts collected;
- D. For every consumer complaint, whether received directly, indirectly, or through a third party, records that include:
 1. Any complaint and the date received, and the nature of the complaint as reflected in any notes, logs, or memoranda, including a description of the conduct alleged; and

2. The basis of the complaint, including the names of any debt collectors or supervisors complained about; the nature of any investigation conducted concerning the validity of any complaint; all documents relating to the disposition of the complaint, including records of all contacts with the consumer, the Settling Defendants' response to the complaint and the response date, whether the complaint was resolved, the date of resolution; and any action taken to correct alleged conduct that violates the FDCPA;

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

F. All records and documents necessary to demonstrate full compliance with each provision of this Decree, including, but not limited to, copies of acknowledgments of receipt of notices given to employees, required by Paragraph III. B, copies of acknowledgments of receipt of this Decree and the FDCPA, required by Paragraph IV. D, and all reports submitted to the FTC pursuant to Section VI.

VI. COMPLIANCE REPORTING BY SETTLING DEFENDANTS

In order that compliance with the provisions of this Decree may be monitored:

- A. For a period of three (3) years from the date of entry of this Decree,
 1. Defendant Dickstein shall notify the Commission of the following:
 - a. Any changes in residence, mailing addresses, and telephone numbers of such Defendant within ten (10) days of the date of such change;
 - b. Any changes in employment status (including self-employment) of such Defendant, and any change in such Defendant's ownership of 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 such 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 such Defendant's duties and responsibilities in connection with the business or employment;

c. Any changes in such Defendant's name or use of any aliases or fictitious names; and

2. Defendants Academy and Dickstein shall notify the Commission of any changes in corporate structure of Defendant Academy or any business entity that Defendant Academy or Defendant Dickstein controls, or has an ownership interest in, that may affect compliance obligations arising under this Decree, 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 Decree; 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 the Settling Defendants learn less than thirty (30) days prior to the date such action is to take place, the Settling Defendants shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. Within one hundred eighty (180) days after the date of entry of this Decree, and once each year thereafter for three (3) years on the anniversary of that date, Defendants Academy and

Dickstein each shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Decree. This report shall include, but not be limited to:

1. For Defendant Dickstein:
 - a. The then-current residence address, mailing addresses, and telephone numbers of such Defendant;
 - b. The then-current employment and business addresses and telephone numbers of such Defendant, a description of the business activities of each such employer or business, and the title and responsibilities of such Defendant for each such employer or business; and
 - c. Any other changes required to be reported under Paragraph A of this Section.
2. For Defendants Academy and Dickstein:
 - a. A copy of each acknowledgment of receipt of employee notice obtained pursuant to Paragraph III. B of this Decree;
 - b. A copy of each acknowledgment of receipt of this Decree and the FDCPA obtained pursuant to Paragraph IV. D of this Decree; and
 - c. Any other changes required to be reported under Paragraph A of this Section.

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

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580

Re: *United States v. Academy Collection Service, Inc.* Case # _____; and

D. For purposes of the compliance reporting and monitoring required by this Decree, the Commission is authorized to communicate directly with Defendants Academy and Dickstein, provided a copy of any written communication shall be sent to current counsel of record.

VII. COMPLIANCE MONITORING

For the purpose of monitoring and investigating compliance with any provision of this Decree:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendants Academy and Dickstein each 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 Decree 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: Defendant Academy or Defendant Dickstein, their employees, or any other entity managed or controlled in whole or in part by Academy or Dickstein, without the necessity of identification or prior notice; and

C. Defendants Academy and Dickstein 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 Decree. The person interviewed may have counsel present.

Provided, however, that nothing in this Decree 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 and 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)).

VIII. ACKNOWLEDGMENT OF RECEIPT OF DECREE BY SETTLING DEFENDANTS

Defendants Academy and Dickstein within five (5) business days of receipt of this Decree as entered by the Court, must each submit to the Commission a truthful sworn statement acknowledging receipt of this Decree.

IX. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Decree.

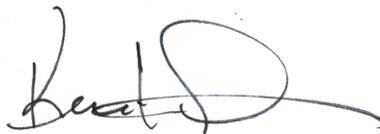
X. COOPERATION WITH FTC AND USA COUNSEL

Defendants Academy and Dickstein shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the Plaintiff's Complaint, cooperate in good faith with the FTC and the United States of America, and appear or cause their officers, employees, representatives, or agents to appear at such places and times as the FTC or the United States of America shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the FTC or the United States of America. If requested in writing

by the FTC or the United States of America, Defendants Academy and Dickstein shall appear or cause their officers, employees, representatives, or agents to appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the Plaintiff's Complaint, without the service of a subpoena.

JUDGMENT IS THEREFORE ENTERED in favor of Plaintiff and against Defendants Academy and Dickstein, pursuant to all the terms and conditions recited above.

DATE: November 19, 2008

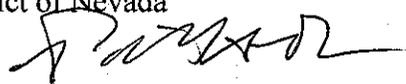


UNITED STATES DISTRICT JUDGE

The Plaintiff and Defendants Academy and Dickstein, by their respective counsel, hereby consent to the terms and conditions of the Consent Decree as set forth above, which shall constitute a final judgment and order in this matter as to Defendants Academy and Dickstein, and consent to the entry thereof.

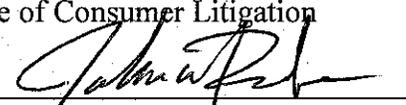
**FOR THE PLAINTIFF:
FOR THE UNITED STATES OF AMERICA**
GREGORY G. KATSAS
Assistant Attorney General, Civil Division
U.S. DEPARTMENT OF JUSTICE

GREGORY A. BROWER
United States Attorney
District of Nevada

By: 

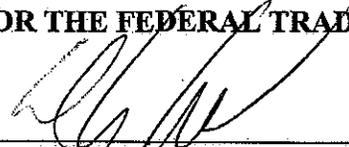
PATRICK A. ROSE
Assistant U.S. Attorney for the District of Nevada
333 Las Vegas Boulevard South, Suite 5000
Las Vegas, NV 89101
Tel: (702) 388-6336
Fax: (702) 388-6296
Email:

EUGENE M. THIROLF, Director
KENNETH L. JOST, Deputy Director
Office of Consumer Litigation

By: 

JOHN W. BURKE
Trial Attorney
Office of Consumer Litigation
U.S. Department of Justice
P.O. Box 386
Washington, D.C. 20044
Tel: (202) 353-2001
Fax: (202) 514-8742
Josh.burke@usdoj.gov

FOR THE FEDERAL TRADE COMMISSION:



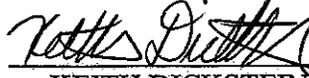
LEONARD L. GORDON,
Director
Northeast Region

DEBORAH A. MARRONE
ANN F. WEINTRAUB
NUR-UL-HAQ
Attorneys
Federal Trade Commission
Northeast Region
One Bowling Green, Suite 318
New York, New York 10004
Tel: (212) 607-2829
Fax: (212) 607-2822

Date: _____

FOR THE SETTLING DEFENDANTS:

ACADEMY COLLECTION SERVICE, INC.

By:  *President*
KEITH DICKSTEIN
President of Academy Collection Service, Inc.

Date: 4-04-08

FOR KEITH DICKSTEIN:


KEITH DICKSTEIN, Individually

Date: 4-04-08

**COUNSEL FOR DEFENDANTS
ACADEMY AND DICKSTEIN:**


ANTHONY E. DIRESTA, Attorney
Reed Smith LLP
1301 K Street, N.W.
Suite 1100
Washington, D.C. 20005-3373
Tel: (202) 414-9488
Fax: (202) 414-9299

Date: 04-08-08

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