

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

FEDERAL TRADE COMMISSION)	
)	
Plaintiff,)	Case No. 8:08-cv-2062-T-27MAP
)	
v.)	
)	
RCA CREDIT SERVICES, LLC)	
a Florida Corporation; and)	
)	
RICK LEE CROSBY, JR., individually,)	
and as an officer or manager of)	
Defendant; and)	
)	
BRADY WELLINGTON, individually,)	
and as an officer or manager of)	
Defendant;)	
)	
Defendants.)	

**DEFAULT JUDGMENT AND ORDER
FOR PERMANENT INJUNCTION AND MONETARY RELIEF
AS TO DEFENDANT BRADY WELLINGTON**

On October 16, 2008, Plaintiff, Federal Trade Commission (“FTC” or “Commission”), filed a Complaint for Injunctive and Other Equitable Relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act (“CROA”), 15 U.S.C. § 1679h(b), to obtain temporary, preliminary, and permanent injunctive relief, rescission of contracts and restitution, disgorgement of ill-gotten gains, and other equitable relief against Defendants RCA Credit Services, LLC, Rick Lee Crosby, Jr. and Brady Wellington for engaging in deceptive acts or practices in connection with the advertising, marketing, promotion, offering for sale, or sale of

credit repair services in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of multiple sections of the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j.

The FTC now has moved for entry of a default judgment on all counts of the Complaint against Defendant Wellington, pursuant to Rules 54(b) and 55(b)(2) of the Federal Rules of Civil Procedure. The FTC's Motion for Entry of Default Judgment Against Defendant Wellington is **GRANTED**, and **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** as follows:

FINDINGS

1. This is an action by the Commission instituted under Sections 5,13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45, 53(b), and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b). The Commission's Complaint seeks permanent injunctive relief against Defendants in connection with the sale and offering for sale of credit repair services in violation of the FTC Act and CROA, and seeks equitable monetary relief in the form of consumer restitution and/or disgorgement. Pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, the Commission has the authority to seek the relief contained herein.

2. This Court has jurisdiction over the subject matter of this case and personal jurisdiction over Defendant Wellington.

3. Venue in this district is proper under 28 U.S.C. § 1391(b) and 15 U.S.C. § 53(b).

4. The Complaint states a claim upon which relief may be granted against Defendant Wellington under Sections 5, 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45, 53(b), and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b).

5. The activities of Defendant Wellington are "in or affecting commerce" as

“commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

6. Defendant Wellington was served with process in this matter on October 20, 2008. Defendant Wellington has failed to file an answer to the Complaint within the time set forth by Federal Rule of Civil Procedure 12(a), or to otherwise defend this action. On December 8, 2008, the Clerk entered default against Defendant Wellington. The FTC is now entitled to a default judgment pursuant to Rule 55(b) of the Federal Rules of Civil Procedure.

7. The factual allegations in the Commission’s Complaint are taken as true against Defendant Wellington. Those allegations and the evidence supporting them establish that Defendant Wellington violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and sections 404(a)(3), 404(b), 405(a), 406(b)(4) and 407(b) of CROA, 15 U.S.C. §§ 1679b(a)(3), 1679b(b), 1679c(a), 1679d(b)(4) and 1679e(b).

8. The Court now finds that, in connection with the advertising, marketing, promotion offering for sale, and sale of credit repair services, Defendant Wellington has violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), by making untrue or misleading statements to induce consumers to purchase credit repair services, including, but not limited to, the representations that Defendants could improve consumers’ credit scores into the 700s in as little as 30 days, and that Defendants could remove any or all negative credit information from credit reports.

9. The Court further finds that, in connection with the operation of a credit repair organization, as that term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3), Defendant Wellington has violated Section 404(a)(3) of CROA, 15 U.S.C. § 1679b(a)(3), by making untrue or misleading statements to induce consumers to purchase credit repair services, including, but not limited to, the representations that Defendants could improve consumers’

credit scores into the 700s in as little as 30 days, and that Defendants could remove any or all negative credit information from credit reports.

10. The Court further finds that, in connection with the operation of a credit repair organization, as that term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3), Defendant Wellington has violated Section 404(b) of CROA, 15 U.S.C. § 1679b(b), by charging or receiving money or other valuable consideration for the performance of credit repair services that Defendants agreed to perform before such services were fully performed.

11. The Court further finds that, in connection with the operation of a credit repair organization, as that term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3), Defendant Wellington has violated Section 405(a) of CROA, 15 U.S.C. § 1679c(a), by failing to provide a written statement of “Consumer Credit File Rights Under State and Federal Law,” in the form and manner required by CROA, to consumers before any contract or agreement was executed.

12. The Court further finds that, in connection with the operation of a credit repair organization, as that term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3), Defendant Wellington has violated Section 406(b)(4) of CROA, 15 U.S.C. § 1679d(b)(4) by failing to include on their consumer contracts conspicuous statements regarding the consumers’ right to cancel the contracts without penalty or obligation at any time before the third business day after the date on which the consumers signed the contracts.

13. The Court further finds that, in connection with the operation of a credit repair organization, as that term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3), Defendant Wellington has violated Section 407(b) of CROA, 15 U.S.C. § 1679e9b) by failing to provide a written “Notice of Cancellation,” in the form and manner required by CROA, to

consumers before any contract or agreement was executed.

14. Defendant Wellington is likely to continue to engage in the acts and practices alleged in the Complaint unless he is permanently enjoined from such acts and practices.

15. The Commission is entitled to equitable monetary relief against Defendant Wellington in the amount of two hundred four thousand, five hundred seventeen dollars and thirteen cents (\$204,517.13), for which Defendant Wellington is jointly and severally liable.

16. To the best of this Court's information and knowledge, Defendant Wellington is not an infant, he has not been declared incompetent, and he is not currently in the military or otherwise exempted from default judgment under the Soldiers' and Sailors' Civil Relief Act of 1940.

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

18. Entry of this Order is in the public interest.

19. Entry of this Order resolves Plaintiff's claim as to this Defendant, and there is no just reason for delay in certifying it as final. Therefore, the FTC is entitled to entry of this judgment now pursuant to Rule 54(b).

DEFINITIONS

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

A. "Assets" means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited, to "goods," "instruments," "equipment," "fixtures," "general intangibles," "inventory," "checks," "notes" (as these terms are defined in the Uniform Commercial Code), and all chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and

cash, wherever located.

B. **“Assisting others”** means providing goods or services to any person or entity that include, but are not limited to: (1) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (2) formulating or providing, or arranging for the formulation or provision of, any marketing material; (3) providing names of, or assisting in the generation of, potential customers; or (4) performing marketing or billing services of any kind.

C. **“Credit repair organization”** shall mean any person or entity that uses an instrumentality of interstate commerce or the mails to sell, provide or perform (or represent that such person or entity can or will sell, provide or perform) any credit repair service.

D. **“Credit repair service”** means any service, in return for payment of money or other valuable consideration, for the express or implied purpose of: (1) improving any consumer’s credit record, credit history, or credit rating; or (2) providing advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer’s credit record, credit history, or credit rating.

E. **“Customer”** means any person who has paid, or may be required to pay, for goods or services offered for sale or sold by the Defendants.

F. **“Individual Defendants”** means Rick Lee Crosby, Jr. and Brady G. Wellington.

G. **“Corporate Defendant”** means RCA Credit Services, LLC and its successors and assigns.

H. **“Defendants”** means all of the Individual Defendants and the Corporate Defendant, individually, collectively, or in any combination.

I. **“Document”** is synonymous in meaning and equal in scope to the usage of the

term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which the information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

J. **“Person”** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

K. **“Plaintiff”** means the Federal Trade Commission.

ORDER

I. PROHIBITED BUSINESS ACTIVITIES PURSUANT TO THE FEDERAL TRADE COMMISSION ACT

IT IS THEREFORE ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, or sale of any good or service, including, but not limited to credit repair services or other credit-related services, Defendant Wellington, and each of his agents, servants, employees, attorneys, corporations, affiliates, successors, assigns, and all other persons or entities in active concert or participation with him who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity, trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from making any false or misleading representation or assisting others in making any false or misleading representation, either orally or in writing, expressly or by implication, including but not limited to:

A. That Defendant Wellington or any credit repair organization can remove negative

information from consumers' credit reports or profiles even where such information is accurate and not obsolete;

- B. That Defendant Wellington or any credit repair organization will substantially improve consumers' credit scores "into the 700s" within 30 days or other short period of time;
- C. That Defendant Wellington, directly or indirectly through any other person or entity, will substantially reduce consumers' debts, including, but not limited to the representations that: (1) Defendant Wellington, directly or indirectly through any other person or entity, will negotiate a substantial reduction in consumers' interest rates; or (2) that Defendant Wellington, directly or indirectly through any other person or entity, will obtain settlements with consumers' creditors for substantially reduced amounts
- D. The ability to otherwise improve or affect a consumer's credit report or profile or ability to obtain credit
- E. The total cost to purchase, receive or use the goods or services;
- F. Any material restrictions, limitations, or conditions to purchase, receive, or use the goods or services;
- G. Any material aspect of the nature or terms of a refund, cancellation, exchange or repurchase policy for the goods or services;
- H. Any material aspect of the performance, efficacy, nature or central characteristics of the goods or services;

- I. That consumers will receive a credit card or access to a revolving credit account;
or
- J. Any fact material to a consumer's decision to purchase any other good or service from Defendant Wellington, directly or indirectly through any other person or entity.

**II. PROHIBITED BUSINESS ACTIVITIES PURSUANT TO
THE CREDIT REPAIR ORGANIZATIONS ACT**

IT IS FURTHER ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, or sale of credit repair services, Defendant Wellington and each of his agents, servants, employees, attorneys, corporations, affiliates, successors, assigns, and all other persons or entities in active concert or participation with him who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from violating, or assisting others in violating, the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j, including, but not limited to:

- A. By making any untrue or misleading statements to induce consumers to purchase their credit repair services in violation of Section 404(a)(1), 15 U.S.C.

§ 1679b(a)(3), including, but not limited to the representations:

- 1. that Defendant Wellington or any credit repair organization can remove negative information from consumers' credit reports, even where such information is accurate and not obsolete; and
- 2. that Defendant Wellington or any credit repair organization will substantially improve for consumers who respond to their advertisements

their credit scores “into the 700s” within 30 days or other short period of time.

- B. By charging or receiving money or other valuable consideration for the performance of credit repair services, before such services are fully performed, in violation of Section 404(b), 15 U.S.C. § 1679b(b);
- C. By failing to provide a written statement of “Consumer Credit File Rights Under State and Federal Law,” in the form and manner required by the Credit Repair Organizations Act, to consumers before any contract or agreement was executed, in violation of Section 405(a), 15 U.S.C. § 1679c(a);
- D. By failing to include on their consumer contracts conspicuous statements regarding the consumers’ right to cancel the contracts without penalty or obligation at any time before the third business day after the date on which the consumers signed the contracts, in violation of Section 406(b)(4), 15 U.S.C. § 1679d(b)(4); or
- E. By failing to provide a written “Notice of Cancellation,” in the form and manner required by the Credit Repair Organizations Act, to consumers before any contract or agreement was executed, in violation of Section 407(b), 15 U.S.C. § 1679e(b).

III. PROHIBITION ON DISCLOSING CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant Wellington, and his agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from disclosing, using, or benefitting from customer information,

including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (such as a credit card, debit card, checking, savings, share or similar account, utility bill, or mortgage loan account), of any person which was obtained by any Defendant at any time prior to entry of this Order in connection with credit repair services.

Provided, however, that Defendant Wellington may disclose identifying information to a law enforcement agency or as required by any law, regulation, or court order.

IV. DISPOSAL OF SENSITIVE CONSUMER INFORMATION

IT IS FURTHER ORDERED that: Defendant Wellington, and his agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity, corporation, subsidiary, division, affiliate or other device, are hereby permanently restrained and enjoined from failing to take reasonable measures to protect against unauthorized access to or use of sensitive consumer information when disposing of information obtained in connection with the advertising, marketing, promotion, offering for sale, or sale of any credit repair services or other credit-related services. Reasonable measures include but are not limited to: (i) burning, pulverizing, or shredding of papers containing sensitive consumer information so that the information cannot practicably be read or reconstructed; and (ii) destroying or erasing electronic media containing sensitive consumer information so that the information cannot practicably be read or reconstructed.

For the purposes of this section, "sensitive consumer information" shall mean (i) an individual's Social Security number; financial account number; or any other information that

enables a person to access another person's account (such as credit card, debit card, checking, savings, money market, stock, commodities, share or similar account, utility bill, or mortgage loan account); or (2) individual's name or address or phone number **in combination with** the individual's date of birth, driver's license number or other state identification number or a foreign country equivalent, or passport number.

V. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment is hereby entered against Defendant Wellington, jointly and severally, in the amount of two hundred four thousand, five hundred seventeen dollars and thirteen cents (\$204,517.13). This amount shall become immediately due and payable by Defendant Wellington upon entry of this Order, and interest computed at the rate prescribe under 28 U.S.C. § 1961, as amended, shall immediately begin to accrue on the unpaid balance;

B. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress, and any attendant expenses for the administration of such equitable relief. If the Commission determines, in its sole discretion, that redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendant Wellington's practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendant Wellington shall have no right to challenge the Commission's choice of remedies under this Section, and shall have no right to contest the

manner of distribution chosen by the Commission; and

C. This judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture.

VI. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of (i) monitoring and investigating compliance with any provision of this Order,

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendant Wellington shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in Defendant Wellington's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to use all other lawful means, including but not limited to:

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, 45, and 69;
2. posing as consumers and suppliers to Defendant Wellington, his employees, or any other entity managed or controlled in whole or in part by Defendant Wellington, without the necessity of identification or prior notice; and

C. Defendant Wellington 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 Order.

The person interviewed may have counsel present.

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

VII. COMPLIANCE REPORTING

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

- A. For a period of five (5) years from the date of entry of this Order,
 1. Defendant Wellington shall notify the Commission of the following:
 - a. any changes in residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
 - b. any changes in employment status (including self-employment), and any change in ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that Defendant Wellington is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of such Defendant's duties and responsibilities in connection with the business or employment; and

- c. any changes in name or use of any aliases or fictitious names;
2. Defendant Wellington shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that he directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the business entity about which Defendant Wellington learns less than thirty (30) days prior to the date such action is to take place, Defendant Wellington shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of five (5) years, Defendant Wellington shall provide a written report to the Commission, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which he has complied and is complying with this Order. This report shall include, but not be limited to:

- a. Defendant Wellington's then-current residence address, mailing addresses, and telephone numbers;
- b. Defendant Wellington's then-current employment status (including self-employment), including the name, addresses, and telephone

numbers of each business that he is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant Wellington's duties and responsibilities in connection with the business or employment; and

- c. any other changes required to be reported under Subsection A of this Section.

C. Defendant Wellington shall notify the Commission of the filing of a bankruptcy petition by him within fifteen (15) days of filing.

D. For the purposes of this Order, Defendant Wellington shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission to the following address:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W., Room NJ-2122
Washington, D.C. 20580
RE: *FTC v. RCA Credit Services, LLC, Rick Lee Crosby, Jr. and Brady Wellington*
Civil Action No. 8:08-cv-2062-T-27MAP

Provided, that, in lieu of overnight courier, Defendant Wellington may send such reports or notifications by first-class mail, but only if Defendant Wellington contemporaneously sends an electronic version of such report or notification to the Commission at: DEBrief@ftc.gov.

E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with Defendant Wellington.

VIII. RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Order, Defendant Wellington, and any business in which he is the majority owner of the business or directly or indirectly manages or controls the business, and their agents, employees, officers, corporations and all other persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

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

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

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

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

E. Copies of all sales scripts, training materials, advertisements, direct mail solicitations, contracts sent to consumers, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order" and all reports submitted to the

FTC pursuant to the Section titled "Compliance Reporting."

IX. DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Defendant Wellington must deliver copies of this Order as directed below:

A. Defendant Wellington as control person: For any business that Defendant Wellington controls, directly or indirectly, or in which he has a majority ownership interest, Defendant Wellington must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon Defendant Wellington. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

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

C. Defendant Wellington must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

X. DISSOLUTION OF ASSET FREEZE

IT IS FURTHER ORDERED that the freeze on the Assets of Defendant Wellington shall remain in effect until the judgment is fully satisfied, *provided, however*, that Wellington, with the express written consent of counsel for the Commission, may transfer funds to the extent necessary to make all payments required by Section V.

XI. RETENTION OF JURISDICTION

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

XII. ENTRY OF JUDGMENT

IT IS FURTHER ORDERED that pursuant to Federal Rule of Civil Procedure 54(b), the Clerk shall enter this Order immediately.

IT IS SO ORDERED.

DATED this 25th day of February, 2009.



JAMES D. WHITTEMORE
UNITED STATES DISTRICT JUDGE