

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

FEDERAL TRADE COMMISSION, <div style="text-align: right;">Plaintiff,</div> <div style="text-align: center;">v.</div> NATIONAL HOMETEAM SOLUTIONS, LLC, et al., <div style="text-align: right;">Defendants.</div>)))))))))))	Case No. 4:08-cv-067
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**SUPPLEMENTAL PERMANENT INJUNCTION
AS TO ELIAS TAYLOR**

On September 8, 2008, this Court entered the Stipulated Permanent Injunction and Final Order as to Defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor (“Permanent Injunction”) (Dkt #54). The Federal Trade Commission (“Commission”), in conjunction with a Motion for an Order to Show Cause Why Everard Taylor, Elias Taylor, Ebony Taylor, and National Financial Assistance, LLC Should Not Be Held in Contempt and Memorandum in Support (“Motion for Contempt”), filed a motion to modify the Permanent Injunction, under Fed. R. Civ. P. 60(b). Having considered the arguments and evidence presented by the parties, including at the show cause hearing before the Court on December 8, 9, and 16, 2010, and finding by clear and convincing evidence, it is **ORDERED, ADJUDGED, AND DECREED:**

FINDINGS

1. This Court entered the Permanent Injunction on September 8, 2008.
2. Defendant Elias Taylor received actual notice of the Permanent Injunction on September 9, 2008.
3. In connection with the advertising, promoting, offering for sale, or sale of any mortgage foreclosure rescue service, Section I of the Permanent Injunction prohibits Elias Taylor, and those in active concert or participation with him, from misrepresenting:

- (A) that home mortgage foreclosures can or will be stopped, postponed, or prevented in all or virtually all instances;
- (B) the likelihood that home mortgage foreclosure can or will be stopped, postponed, or prevented;
- (C) the degree of past success of any efforts to stop, postpone, or prevent home mortgage foreclosures;
- (D) the terms of any refund or guarantee; and
- (E) the likelihood that a consumer will receive a full or partial refund if a home mortgage foreclosure is not stopped, postponed, or prevented.

4. The Permanent Injunction defined “mortgage foreclosure rescue service” as any service, product, or program wherein the offeror, expressly or by implication, claims that it can assist a homeowner in any manner to: (A) stop, prevent, or postpone any home mortgage foreclosure sale; (B) obtain any forbearance from any beneficiary or mortgagee; (C) exercise any statutory right of reinstatement; (D) obtain any extension of the period within which the owner may reinstate his or her obligation; (E) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained in that deed of trust or mortgage; (F) obtain a loan or advance of funds; (G) avoid or ameliorate the impairment of the owner’s credit 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 obtaining from the beneficiary, mortgagee, trustee under a power of sale, or counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from the foreclosure sale of the owner’s residence. The foregoing shall include any manner of claimed assistance, including, but not limited to, debt, budget, or financial counseling; receiving money for the purpose of distributing it to creditors; contacting creditors on behalf of the homeowner; arranging or attempting to arrange for an extension of the period within which the owner of property sold at foreclosure may cure his or her default; arranging or attempting to

arrange for any delay or postponement of the time of a foreclosure sale; and giving advice of any kind with respect to filing for bankruptcy.

5. On August 30, 2010, the Commission filed a Motion for Contempt. The Commission alleged, among other things, that Defendant Elias Taylor violated Section I of the Permanent Injunction by making false or misleading statements or misrepresentations of material fact through the marketing, sale, and offering to sell mortgage foreclosure rescue services. Specifically, Elias Taylor violated Section I of the Permanent Injunction by making misrepresentations about: 1) the ability to stop, postpone or prevent mortgage foreclosures; and 2) the terms of any refund for or guarantee of the services he provides.

6. During the contempt proceeding, the Court held that Defendant Elias Taylor violated Section I of the Permanent Injunction. The findings in this Order (“Supplemental Permanent Injunction”) incorporate the findings of fact in the Court’s contempt ruling.

7. Defendant Elias Taylor’s contumacious conduct, along with Everard Taylor, Ebony Taylor, National Financial Assistance, LLC, and National Hometeam Solutions, LLC, demonstrates that the Permanent Injunction failed to meet its objective of protecting consumers and should be modified under Fed. R. Civ. P. 60(b).

8. Because Defendant Elias Taylor continued to make false or misleading statements or misrepresentations of material fact in marketing, selling, and offering to sell mortgage foreclosure rescue services, the Court finds that the prohibition against making false or misleading statements or misrepresentations of material fact in Section I of the Permanent Injunction is insufficient. Therefore, this Court finds that Defendant Elias Taylor should be banned from participating in any financial related good or service.

9. As to Defendant Elias Taylor, the Court’s Permanent Injunction, entered on September 8, 2008, remains in full force and effect, except as specifically superseded here. As to Defendants National Hometeam Solutions, LLC, National Financial Solutions, LLC, and Elant, LLC, the Court’s Permanent Injunction remains in full force and effect as entered on September 8, 2008.

10. Entry of this Supplemental Permanent Injunction is in the public interest.

DEFINITIONS

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

1. “*Assisting others*” means knowingly providing any of the following goods or services to another business venture: (A) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (B) formulating or providing, or 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; (E) advising or acting as a consultant to others on the commencement or management of a business venture; or (F) performing marketing services of any kind.
2. “*Consumer*” includes both individual and business consumers.
3. “*Defendant*” means Elias Taylor, whether acting directly or through any successor, assign, agent, employee, entity, corporation, subsidiary, division, or other device.
4. “*Documents*” means writings, drawings, graphs, charts, photographs, sound recordings, images, and any other data or data compilations stored in any medium from which information can be obtained and translated, if necessary, into reasonably usable form and is synonymous in meaning and equal in scope to the usage of the term in the Fed. R. Civ. P. 34(a). A draft or non-identical copy of a document is a separate document within the meaning of the term.
5. “*Employer*” means any individual or entity for whom Defendant performs services as an employee, consultant, or independent contractor.
6. “*Employment*” means the performance of services as an employee, consultant, or independent contractor.
7. “*Material*” means likely to affect a person’s choice of, or conduct regarding, goods or services.

8. “*Financial related good or service*” means any good, service, plan, or program that is represented, expressly or by implication, to (A) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards; (B) improve, or arrange to improve, any consumer’s credit record, credit history, or credit rating; (C) provide 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; (D) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit; (E) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, debt relief goods or services; or (F) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors.

9. The term “*and*” also means “*or*,” and the term “*or*” also means “*and*.”

ORDER

I. BAN ON FINANCIAL RELATED GOODS AND SERVICES (Supersedes § I of the Permanent Injunction)

IT IS THEREFORE ORDERED that Defendant Elias Taylor, whether acting directly or through any other person, corporation, subsidiary, division, or other device, is permanently restrained and enjoined from:

A. Advertising, marketing, promoting, offering for sale, or selling any financial related good or service; and

B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any financial related good or service.

**II. PROHIBITIONS AGAINST DISTRIBUTION
OF CUSTOMER INFORMATION
(Supersedes § II of the Permanent Injunction)**

IT IS FURTHER ORDERED that defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, and their successors, assigns, agents, employees, officers, servants, and all other persons or entities in active concert or participation with them who receive actual notice of this Supplemental Permanent Injunction by personal service, facsimile, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing the individual name, address, telephone number, email address, credit card number, social security number, bank account number, or other identifying information of any person who provided any such information to defendants at any time in connection with the advertising, marketing, promoting, offering for sale, or sale of mortgage foreclosure rescue services; *provided, however*, that defendants may disclose such identifying information to any law enforcement or regulatory agency, or as required by any law, regulation, or court order; and

B. Failing to transfer to the Commission all customer information described in Subsection A of this Section, titled “Prohibitions Against Distribution of Customer Information,” in all forms in Defendant’s possession, custody, or control, no later than thirty (30) days after the Court enters this Permanent Injunction.

**III. COMPLIANCE REPORTING BY DEFENDANT
(Supersedes § VII of the Permanent Injunction)**

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

A. For a period of eight (8) years from the date of entry of this Supplemental Permanent Injunction,

(1) Defendant shall notify the Commission of the following:

- (a) Any changes in his residence, mailing address, and telephone number, within ten (10) days of the date of such change;
 - (b) Any changes in his employment status (including self-employment), and any change in his 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 is affiliated with, is employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of his duties and responsibilities in connection with the business or employment; and
 - (c) Any changes in Defendant's name or use of any alias or fictitious name; and
- (2) The Defendant shall notify the Commission of any changes in corporate structure of National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC, or any business entity that Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under the Permanent Injunction or this Supplemental Permanent Injunction, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to the Permanent Injunction or this Supplemental Permanent Injunction; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which Defendant learns less than thirty (30) days prior to the date such action is to take

place, Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Supplemental Permanent Injunction and annually thereafter for a period of eight (8) years, Defendant shall provide a written report to the Commission, sworn to under penalty of perjury, setting forth in detail the manner and form in which he has complied and is complying with the Permanent Injunction and this Supplemental Permanent Injunction. This report shall include, but not be limited to:

- (1) Defendant's then-current residence address, mailing address, and telephone number;
- (2) Defendant's then-current employment and business addresses and telephone numbers, a description of the business activities of each such employer or business, and his title and responsibilities for each such employer or business;
- (3) A copy of each acknowledgment of receipt of this Supplemental Permanent Injunction, obtained pursuant to the Section titled "Acknowledge of Receipt of Supplemental Permanent Injunction by Defendants";
- (4) A statement describing the manner in which Defendant has complied and is complying with the provisions set forth in the Sections titled "Ban on Financial Related Goods and Services" and "Prohibitions Against Distribution of Customer Information"; and
- (5) Any other changes required to be reported under Subsections A or B of this Section.

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

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

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

Re: *FTC v. National Hometeam Solutions, et al.*, Case No. 4:08-cv-067 (E.D. Tex.)
(Elias Taylor)

Provided that, in lieu of overnight courier, Defendant may send such reports or notifications by first-class mail, but only if Defendant 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 the Permanent Injunction and this Supplemental Permanent Injunction, the Commission is authorized to communicate directly with Defendant.

IV. RECORD KEEPING PROVISIONS
(Supersedes § VIII of the Permanent Injunction)

IT IS FURTHER ORDERED that, for a period of eleven (11) years from the date of entry of this Supplemental Permanent Injunction, Defendant, and his agents, directors, officers, employees, corporations, successors, and assigns, and other entities or persons directly or indirectly under his control, and all persons or entities in active concert or participation with him who receive actual notice of the Permanent Injunction and this Supplemental Permanent Injunction by personal service, facsimile, or otherwise, are restrained and enjoined from failing to create and retain the following records:

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

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

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

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

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials used in future business endeavors by Defendant; and

F. All records and documents necessary to demonstrate full compliance with each provision of the Permanent Injunction and this Supplemental Permanent Injunction, including, but not limited to, copies of acknowledgments of receipt of those orders required by the Sections titled "Distribution of Order by Defendant" and "Acknowledgment of Receipt of Supplemental Permanent Injunction" and all reports submitted to the Commission pursuant to the Section titled "Compliance Reporting."

**V. DISTRIBUTION OF ORDER BY DEFENDANT
(Supersedes § IX of the Permanent Injunction)**

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Supplemental Permanent Injunction, Defendant shall deliver copies of the Permanent Injunction and this Supplemental Permanent Injunction as directed below:

A. Defendant as Control Person: For any business Defendant controls, directly or indirectly, or in which Defendant has a majority ownership interest, Defendant must deliver a copy of the Permanent Injunction and this Supplemental Permanent Injunction 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

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

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

**VI. ACKNOWLEDGMENT OF RECEIPT OF
SUPPLEMENTAL PERMANENT INJUNCTION BY DEFENDANT**

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

VII. RETENTION OF JURISDICTION

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

IT IS SO ORDERED.