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JS-6

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12 FEDERAL TRADE COMMISSION

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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16
17 **FEDERAL TRADE COMMISSION,**

18 **Plaintiff,**

19
20 **-v.-**

21 **BAM FINANCIAL, LLC, et al.,**

22 **Defendants.**
23

SACV15-01672 JVS (DFMx)

**STIPULATED FINAL ORDER
FOR PERMANENT
INJUNCTION AND
SETTLEMENT OF CLAIMS**

24
25 Plaintiff, the Federal Trade Commission (“FTC”), commenced this civil
26 action on October 19, 2015 for temporary, preliminary, and permanent injunctive
27 relief and other equitable relief, pursuant to Section 13(b) of the Federal Trade
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1 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and Section 814(a) of the Fair
2 Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692l(a). On motion by
3 the FTC, on October 21, 2015, this Court entered an *ex parte* temporary restraining
4 order (“TRO”) with asset freeze, appointment of a receiver, and other equitable
5 relief against Defendants. The FTC and the Defendants stipulate to the entry of
6 this Stipulated Final Order for Permanent Injunction and Settlement of Claims
7 (“Order”) to resolve all matters in dispute in this action between them.
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11 FINDINGS

12 By stipulation of the parties, the Court finds as follows:

- 13 1. This Court has jurisdiction over this matter.
- 14 2. The Complaint charges that Defendants participated in deceptive and
15 abusive debt collection practices in violation of Section 5(a) of the FTC Act,
16 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. §§ 1692-1692p.
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- 18 3. Defendants neither admit nor deny any of the allegations in the Complaint,
19 except as specifically stated in this Order. Only for purposes of this action,
20 Defendants admit the facts necessary to establish jurisdiction.
21
- 22 4. Defendants waive any claim that they may have under the Equal Access to
23 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action
24 through the date of this Order, and agree to bear their own costs and attorney
25 fees.
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1 5. Defendants waive all rights to appeal or otherwise challenge or contest the
2 validity of this Order.
3

4 **DEFINITIONS**

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

6 1. **“Credit repair services”** means selling, providing, or performing any
7 service (or representing that such service can or will be sold, provided, or
8 performed) through the use of any instrumentality of interstate commerce or
9 the mails, in return for the payment of money or other valuable
10 consideration, for the express or implied purpose of (i) improving any
11 consumer’s credit record, credit history, or credit rating; or (ii) providing
12 advice or assistance to any consumer with regard to any activity or service
13 described in clause (i).
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17 2. **“Debt”** means any obligation or alleged obligation to pay money arising out
18 of a transaction, whether or not such obligation has been reduced to
19 judgment.
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22 3. **“Debt collection activities”** means any activities of a debt collector to
23 collect or attempt to collect, directly or indirectly, a debt owed or due, or
24 asserted to be owed or due, another.
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26 4. **“Debt collector”** means any person who uses any instrumentality of
27 interstate commerce or the mails in any business the principal purpose of
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1 which is the collection of any debts, or who regularly collects or attempts to
2 collect, directly or indirectly, debts owed or due or asserted to be owed or
3 due another. The term also includes any creditor who, in the process of
4 collecting its own debts, uses any name other than its own which would
5 indicate that a third person is collecting or attempting to collect such debts.
6
7 The term also includes any person to the extent such person receives an
8 assignment or transfer of a debt in default solely for the purpose of
9 facilitating collection of such debt.
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12 5. **“Defendants”** means all of the Individual Defendants and the Corporate
13 Defendants, individually, collectively, or in any combination.
14

15 A. **“Corporate Defendants”** means BAM Financial, LLC, Everton
16 Financial, LLC and Legal Financial Consulting, LLC, and their
17 successors and assigns.
18

19 B. **“Individual Defendants”** means Luis O. Carrera and Roberto Llaury.
20

21 6. **“Financial-related product or service”** means any product, service, plan,
22 or program represented, expressly or by implication, to:
23

24 A. Provide to any consumer, arrange for any consumer to receive, or
25 assist any consumer in receiving, an extension of consumer credit;
26

27 B. Provide to any consumer, arrange for any consumer to receive, or
28 assist any consumer in receiving, credit repair services; or

1 C. Provide to any consumer, arrange for any consumer to receive, or
2 assist any consumer in receiving, any secured or unsecured debt relief
3 product or service.
4

5 7. **“Person”** means a natural person, an organization or other legal entity,
6 including a corporation, partnership, sole proprietorship, limited liability
7 company, association, cooperative, or any other group or combination acting
8 as an entity.
9

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11 8. **“Secured or unsecured debt relief product or service”** means, with
12 respect to any mortgage, loan, debt, or obligation between a person and one
13 or more secured or unsecured creditors or debt collectors, any product,
14 service, plan, or program represented, expressly or by implication, to: (A)
15 negotiate, settle, or in any way alter the terms of payment or other terms of
16 the mortgage, loan, debt, or obligation, including but not limited to, a
17 reduction in the amount of interest, principal balance, monthly payments, or
18 fees owed by a person to a secured or unsecured creditor or debt collector;
19 (B) stop, prevent, or postpone any mortgage or deed of foreclosure sale for a
20 person’s dwelling, any other sale of collateral, any repossession of a
21 person’s dwelling or other collateral, or otherwise save a person’s dwelling
22 or other collateral from foreclosure or repossession; (C) obtain any
23 forbearance or modification in the timing of payments from any secured or
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1 unsecured holder of any mortgage, loan, debt, or obligation; (D) negotiate,
2 obtain, or arrange any extension of the period of time within which the
3 person may (i) cure his or her default on the mortgage, loan, debt, or
4 obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii)
5 redeem a dwelling or other collateral, or (iv) exercise any right to reinstate
6 the mortgage, loan, debt, or obligation or redeem a dwelling or other
7 collateral; (E) obtain any waiver of an acceleration clause or balloon
8 payment contained in any promissory note or contract secured by any
9 dwelling or other collateral; or (F) negotiate, obtain, or arrange (i) a short
10 sale of a dwelling or other collateral, (ii) a deed-in-lieu of foreclosure, or (iii)
11 any other disposition of a mortgage, loan, debt, or obligation other than a
12 sale to a third party that is not the secured or unsecured loan holder. The
13 foregoing shall include any manner of claimed assistance, including, but not
14 limited to, auditing or examining a person's application for the mortgage,
15 loan, debt, or obligation.

22 ORDER

23 I. BAN ON DEBT COLLECTION ACTIVITIES

24 **IT IS ORDERED** that Defendants, whether acting directly or through an
25 intermediary, are permanently restrained and enjoined from:
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27 A. Participating in debt collection activities, and
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1 B. Advertising, marketing, promoting, offering for sale, selling, or
2 buying any consumer or commercial debt or any consumer
3 information relating to a debt.
4

5 **II. PROHIBITED MISREPRESENTATIONS RELATING TO**
6 **FINANCIAL-RELATED PRODUCTS OR SERVICES**

7 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,
8 agents, and employees, and all other persons in active concert or participation with
9 any of them, who receive actual notice of this Order, whether acting directly or
10 indirectly, in connection with the advertising, marketing, promotion, offering for
11 sale or sale of any financial-related product or service, are permanently restrained
12 and enjoined from:
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15 A. Misrepresenting or assisting others in misrepresenting, expressly or by
16 implication, any material fact, including but not limited to:

- 17 1. The terms or rates that are available for any loan or other
18 extension of credit;
- 19 2. Any person's ability to improve or otherwise affect a
20 consumer's credit record, credit history, or credit rating or
21 ability to obtain credit;
- 22 3. That any person can improve any consumer's credit record,
23 credit history, or credit rating by permanently removing
24 negative information from the consumer's credit record, credit
25 history, or credit rating, even where such information is
26 accurate and not obsolete;
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- 1 4. Any aspect of any secured or unsecured debt relief product or
2 service, including but not limited to, the amount of savings a
3 consumer will receive from purchasing, using, or enrolling in
4 such secured or unsecured debt relief product or service; the
5 amount of time before which a consumer will receive
6 settlement of that consumer's debts; or the reduction or
7 cessation of collection calls;
- 8 5. That a consumer will receive legal representation;
- 9 6. That any particular outcome or result from a financial-related
10 product or service is guaranteed, assured, highly likely or
11 probable, or very likely or probable;
- 12 7. The nature or terms of any refund, cancellation, exchange, or
13 repurchase policy, including, but not limited to, the likelihood
14 of a consumer obtaining a full or partial refund, or the
15 circumstances in which a full or partial refund will be provided
16 to the consumer; and
- 17 8. Any other fact material to consumers concerning any financial-
18 related product or service, such as: the total costs; any material
19 restrictions, limitations, or conditions; or any material aspect of
20 its performance, efficacy, nature, or central characteristics; and

21 B. Advertising or assisting others in advertising credit terms other than
22 those terms that actually are or will be arranged or offered by a
23 creditor or lender.

24 III. CONSUMER INFORMATION

25 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,
26 agents, employees, and attorneys, and all other persons in active concert or
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1 participation with any of them, who receive actual notice of this Order, whether
2 acting directly or indirectly, are permanently restrained and enjoined from:

- 3
- 4 A. Failing to provide sufficient consumer information to enable the FTC
5 to administer efficiently consumer redress. If a representative of the
6 FTC requests in writing any information related to redress,
7 Defendants must provide it, in the form prescribed by the FTC, within
8 14 days.
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- 11 B. Disclosing, using, or benefitting from consumer information,
12 including the name, address, telephone number, email address, social
13 security number, or other identifying information, or any data that
14 enables access to a consumer's account (including a credit card, bank
15 account, or other financial account) that any Defendant obtained prior
16 to entry of this Order in connection with the collection or attempted
17 collection of any debt.
- 18 C. Failing to destroy such consumer information in all forms in their
19 possession, custody, or control within thirty (30) days after receipt of
20 written direction to do so from a representative of the FTC.

21 **Provided, however,** that consumer information need not be disposed of, and
22 may be disclosed, to the extent requested by a government agency or required by a
23 law, regulation, or court order.

24 **IV. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

25 **IT IS FURTHER ORDERED** that:

- 26
- 27 A. Judgment in the amount of FOUR MILLION EIGHT HUNDRED
28 AND TWO THOUSAND SIX HUNDRED AND FORTY SIX dollars

1 (\$4,802,646) is entered in favor of the FTC against Defendants,
2 jointly and severally, as equitable monetary relief.
3

4 B. In partial satisfaction of the judgment against Defendants, within ten
5 (10) business days from receipt of a copy of this Order, Counsel for
6 Defendants shall transfer to the FTC or its designated agent all funds,
7 if any, held in his trust account for the benefit of any Defendant.
8

9 C. In partial satisfaction of the judgment against Defendants, no later
10 than nine (9) months following entry of this Order:
11

12 1. Individual Defendant Luis Carrera shall pay to Plaintiff FTC
13 FIFTY-NINE THOUSAND TWO HUNDRED AND SEVEN
14 DOLLARS (\$59,207). All payments shall be made by
15 electronic fund transfer in accordance with instructions to be
16 provided by a representative of the Plaintiff.
17

18 i. To secure performance of Defendant Carrera's
19 obligations under this Section IV.C.1 of this Order:
20

21 1. Defendant Carrera grants to the FTC a voluntary
22 lien on and a security interest in the amount of
23 \$59,207 in the real property located at 22282
24 Chestnut Ln, Lake Forrest, CA (Carrera Property).
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2. Defendant Carrera represents and acknowledges that the FTC is relying on the material representations that Defendant Carrera is the sole owner of the Carrera Property, title to the Carrera Property is marketable, and the Carrera Property is not encumbered by any other lien, mortgage, deed of trust, assignment, pledge, security interest, or other interest not identified in the financial statement of Defendant Luis Carrera and attachments, dated November 6, 2015.
3. The voluntary lien on and a security interest in the Carrera Property shall be created and evidenced by Defendant Carrera's execution of a Deed of Trust, in the form attached hereto as Exhibit "A" and incorporated herein (Carrera Trust Deed).
4. Defendant Carrera shall record the Carrera Trust Deed and provide counsel for the FTC with proof thereof within ten (10) calendar days of the date of entry of this Order.

1 5. Within ten (10) days of the full payment of
2 Defendant Carrera's payment obligation under
3 Section IV.C.1 of this Order, the FTC will execute
4 and deliver to Defendant Carrera a fully executed
5 conveyance, in the form attached hereto as Exhibit
6 B, releasing the FTC's lien and security interest in
7 the Carrera Property, which upon Carrera's receipt
8 may be immediately perfected by recordation.

9 6. Defendant Carrera shall be responsible for paying
10 all fees, costs, or other expenses related to the
11 Carrera Deed of Trust.

12 2. Individual Defendant Roberto Llaury shall pay to Plaintiff FTC
13 FIFTY THOUSAND FIVE HUNDRED AND SIXTY-TWO
14 DOLLARS (\$50,562). All payments shall be made by
15 electronic fund transfer in accordance with instructions to be
16 provided by a representative of the Plaintiff.

17 i. To secure performance of Defendant Llaury's obligations
18 under this Section IV.C.2 of this Order:

19 1. Defendant Llaury grants to the FTC a voluntary
20 lien on and a security interest in the amount of
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\$50,562 in the real property located at 1461 J T
Eisley Drive, Corona (Llaury Property).

2. Defendant Llaury represents and acknowledges
that the FTC is relying on the material
representations that Defendant Llaury and his wife,
Lydia A. Khalil, are the only owners of the Llaury
Property, title to the Llaury Property is marketable,
and the Llaury Property is not encumbered by any
other lien, mortgage, deed of trust, assignment,
pledge, security interest, or other interest not
identified in the financial statement of Defendant
Roberto Llaury and attachments, dated November
6, 2015.

3. The voluntary lien on and a security interest in the
Llaury Property shall be created and evidenced by
Defendant Llaury, and his wife's execution of a
Deed of Trust, in the form attached hereto as
Exhibit "C" and incorporated herein (Llaury Trust
Deed).

1 4. Defendant Llaury shall record the Llaury Trust
2 Deed and provide counsel for the FTC with proof
3 thereof within ten (10) calendar days of the date of
4 entry of this Order.
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6 5. Within ten (10) days of the full payment of
7 Defendant Llaury's payment obligation under
8 Section IV.C.2 of this Order, the FTC will execute
9 and deliver to Defendant Llaury a fully executed
10 conveyance, in the form attached hereto as Exhibit
11 D, releasing the FTC's lien and security interest in
12 the Llaury Property, which upon Llaury's receipt
13 may be immediately perfected by recordation.
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15 6. Defendant Llaury shall be responsible for paying
16 all fees, costs, or other expenses related to the
17 Llaury Deed of Trust.
18

19 D. Upon the transfers of assets under Section IV.B and delivery of
20 evidence of recording of the Carrera Trust Deed and Llaury Trust
21 Deed, as required by Section IV.C., the remainder of the judgment in
22 Section IV.A, except for the amounts required by Section IV.C, is
23 suspended, subject to the Subsections below.
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1 E. The FTC’s agreement to the suspension of part of the judgment is
2 expressly premised upon the truthfulness, accuracy, and completeness
3 of Defendants’ sworn financial statements and related documents
4 (collectively, “financial statements”) submitted to the FTC, including:
5

- 6 1. the financial statement of Defendant Luis Carrera and
7 attachments, dated November 6, 2015; and
8
- 9 2. the financial statement of Defendant Roberto Llaury and
10 attachments, dated November 6, 2015.
11

12 F. The suspension of the judgment will be lifted as to any Defendant if
13 (1), upon motion by the FTC, the Court finds that Defendant failed to
14 disclose any material asset, materially misstated the value of any
15 asset, or made any other material misstatement or omission in the
16 financial statements identified above, or (2) that Defendant is in
17 default on any obligation under this Section.
18

19 G. If the suspension of the judgment is lifted, the judgment becomes
20 immediately due as to that Defendant in the amount specified in
21 Subsection A above (which the parties stipulate only for purposes of
22 this Section represents the consumer injury alleged in the Complaint),
23 less any payment previously made pursuant to this Section, plus
24 interest computed from the date of entry of this Order.
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1 H. The asset freeze is modified to permit the initial transfers specified in
2 Section IV.B, and the creation and recording of the Carrera Trust
3 Deed and Llaury Trust Deed, as required by Section IV.C. Upon
4 completion of those transfers and the delivery of evidence of
5 recording of the Carrera Trust Deed and Llaury Trust Deed, the asset
6 freeze as to Defendants is dissolved.
7

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9 I. All money paid to the FTC pursuant to this Order may be deposited
10 into a fund administered by the FTC or its designee to be used for
11 equitable relief, including consumer redress and any attendant
12 expenses for the administration of any redress fund. If a
13 representative of the FTC decides that direct redress to consumers is
14 wholly or partially impracticable or money remains after redress is
15 completed, the FTC may apply any remaining money for such other
16 equitable relief (including consumer information remedies) as the
17 FTC determines to be reasonably related to Defendants' practices
18 alleged in the Complaint. Any money not used for such equitable
19 relief is to be deposited to the U.S. Treasury as disgorgement.
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21 Defendants have no right to challenge any actions the FTC or its
22 representatives may take pursuant to this Subsection.
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J. Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

K. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

L. The facts alleged in the Complaint establish all elements necessary to sustain an action by the FTC pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

M. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to the FTC, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

V. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt of this Order:

- A. Each Defendant, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 10 years after entry of this Order, each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and each Corporate Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members who participate in the conduct related to the subject matter of the Order; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

1 C. From each individual or entity to which a Defendant delivered a copy
2 of this Order, that Defendant must obtain, within 30 days, a signed
3 and dated acknowledgment of receipt of this Order.
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5 **VI. COMPLIANCE REPORTING**

6 **IT IS FURTHER ORDERED** that Defendants make timely submissions to
7
8 the FTC:

9 A. One year after entry of this Order, each Defendant must submit a
10 compliance report, sworn under penalty of perjury:

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- 12 1. Each Defendant must: (a) identify the primary physical, postal,
13 and email address and telephone number, as designated points
14 of contact, which representatives of the FTC may use to
15 communicate with that Defendant; (b) identify all of that
16 Defendant's businesses by all of their names, telephone
17 numbers, and physical, postal, email, and Internet addresses; (c)
18 describe the activities of each business, including the goods and
19 services offered, the means of advertising, marketing, and sales,
20 and the involvement of any other Defendant (which Individual
21 Defendants must describe if they know or should know due to
22 their own involvement); (d) describe in detail whether and how
23 that Defendant is in compliance with each Section of this
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1 Order; and (e) provide a copy of each Order Acknowledgment
2 obtained pursuant to this Order, unless previously submitted to
3 the FTC;
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5 2. Additionally, each Individual Defendant must: (a) identify all
6 telephone numbers and all physical, postal, email, and Internet
7 addresses, including all residences; (b) identify all business
8 activities, including any business for which the Individual
9 Defendant performs services whether as an employee or
10 otherwise and any entity in which the Individual Defendant has
11 any ownership interest; and (c) describe in detail the Individual
12 Defendant's involvement in each such business, including title,
13 role, responsibilities, participation, authority, control, and any
14 ownership.
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19 B. For 15 years after entry of this Order, each Defendant must submit a
20 compliance notice, sworn under penalty of perjury, within 14 days of
21 any change in the following:
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23 1. Each Defendant must report any change in: (a) any designated
24 point of contact; or (b) the structure of any Corporate Defendant
25 or any entity that Defendant has any ownership interest in or
26 controls directly or indirectly that may affect compliance
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1 obligations arising under this Order, including: creation,
2 merger, sale, or dissolution of the entity or any subsidiary,
3 parent, or affiliate that engages in any acts or practices subject
4 to this Order.
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6 2. Additionally, each Individual Defendant must report any
7 change in: (a) name, including aliases or fictitious name, or
8 residence address; or (b) title or role in any business activity,
9 including any business for which such Defendant performs
10 services whether as an employee or otherwise and any entity in
11 which such Defendant has any ownership interest, and identify
12 the name, physical address, and any Internet address of the
13 business or entity.
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18 C. Each Defendant must submit to the FTC notice of the filing of any
19 bankruptcy petition, insolvency proceeding, or similar proceeding by
20 or against such Defendant within 14 days of its filing.
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22 D. Any submission to the FTC required by this Order to be sworn under
23 penalty of perjury must be true and accurate and comply with 28
24 U.S.C. § 1746, such as by concluding: “I declare under penalty of
25 perjury under the laws of the United States of America that the
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1 foregoing is true and correct. Executed on: _____” and supplying the
2 date, signatory’s full name, title (if applicable), and signature.

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4 E. Unless otherwise directed by a FTC representative in writing, all
5 submissions to the FTC pursuant to this Order must be emailed to
6 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal
7 Service) to: Associate Director for Enforcement, Bureau of Consumer
8 Protection, Federal Trade Commission, 600 Pennsylvania Avenue
9 NW, Washington, DC 20580. The subject line must begin: *FTC v.*
10 *BAM Financial, LLC, et al.*, Matter Number X160005.
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14 **VII. RECORDKEEPING**

15 **IT IS FURTHER ORDERED** that Defendants must create certain records
16 for 15 years after entry of the Order, and retain each such record for 5 years.
17 Specifically, the Corporate Defendants and each Individual Defendant for any
18 business that such Defendant, individually or collectively with any other
19 Defendants, is a majority owner or controls directly or indirectly, must create and
20 maintain the following records:
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- 23 A. accounting records showing the revenues from all goods or services
24 sold;
25 B. personnel records showing, for each person providing services,
26 whether as an employee or otherwise, that person’s: name; addresses;
27 telephone numbers; job title or position; dates of service; and (if
28 applicable) the reason for termination;

- 1 C. records of all consumer complaints and refund requests, whether
- 2 received directly or indirectly, such as through a third party, and any
- 3 response;
- 4 D. all records necessary to demonstrate full compliance with each
- 5 provision of this Order, including all submissions to the FTC; and
- 6 E. a copy of each unique advertisement or other marketing material.

7 **VIII. COMPLIANCE MONITORING**

8 **IT IS FURTHER ORDERED** that, for the purpose of monitoring
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10 Defendants' compliance with this Order, including the financial representations
11 upon which part of the judgment was suspended and any failure to transfer any
12 assets as required by this Order:
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- 14 A. Within 14 days of receipt of a written request from a representative of
- 15 the FTC, each Defendant must: submit additional compliance reports
- 16 or other requested information, which must be sworn under penalty of
- 17 perjury; appear for depositions; and produce documents, for
- 18 inspection and copying. The FTC is also authorized to obtain
- 19 discovery, without further leave of court, using any of the procedures
- 20 prescribed by Federal Rules of Civil Procedure 29, 30 (including
- 21 telephonic depositions), 31, 33, 34, 36, 45, and 69.
- 22 B. For matters concerning this Order, the FTC is authorized to
- 23 communicate directly with each Defendant. Defendants must permit
- 24 representatives of the FTC to interview any employee or other person
- 25 affiliated with any Defendant who has agreed to such an interview.
- 26 The person interviewed may have counsel present.
- 27 C. The FTC may use all other lawful means, including posing, through
- 28 its representatives, as consumers, suppliers, or other individuals or

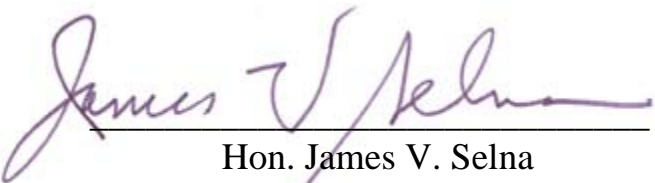
1 entities, to Defendants or any individual or entity affiliated with
2 Defendants, without the necessity of identification or prior notice.
3
4 Nothing in this Order limits the FTC's lawful use of compulsory
5 process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§
6 49, 57b-1.
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8 D. Upon written request from a representative of the FTC, any consumer
9 reporting agency must furnish consumer reports concerning Individual
10 Defendants, pursuant to Section 604(1) of the Fair Credit Reporting
11 Act, 15 U.S.C. §1681b(a)(1).
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14 **IX. RETENTION OF JURISDICTION**

15 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this
16 matter for purposes of construction, modification, and enforcement of this Order.
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19 **IT IS SO ORDERED**, this 11th day of July, 2016.
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24 Hon. James V. Selna
25 United States District Court
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1 **SO STIPULATED AND AGREED**

2 **FOR PLAINTIFF:**

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4 FEDERAL TRADE COMMISSION

5
6 _____
7 Connor Shively
8 Richard McKewen
9 Raymond E. McKown

10 **FOR DEFENDANTS:**

11 _____ Date: _____
12 Michael J. Carras
13 CONFORTI & CARRAS, APC
14 151 N. Kraemer Blvd., Suite 204
15 Placentia, CA 92870
16 (714) 577-1071; (714) 577-0711(fax)

17
18 COUNSEL For BAM Financial, LLC, Everton Financial, LLC, Legal Financial
19 Consulting, LLC, Luis O. Carrera and Roberto Llaury

20 **DEFENDANTS:** BAM Financial, LLC, Everton Financial, LLC, Legal Financial
21 Consulting, LLC, Luis O. Carrera and Roberto Llaury

22 _____ Date: _____

23 Luis Carrera
24 Individually and as an officer of BAM Financial, LLC, and Everton Financial, LLC

25 _____ Date: _____

26 Roberto Llaury
27 Individually and as an officer of Everton Financial, LLC and Legal Financial
28 Consulting, LLC.