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

16 \_\_\_\_\_ ) Case No. CV17-07044-SJO (JCX)  
17 FEDERAL TRADE COMMISSION, )  
18 ) ~~XXXXXXXXXX~~ **STIPULATED ORDER**  
19 Plaintiff, ) **FOR PERMANENT INJUNCTION**  
20 vs. ) **AND MONETARY JUDGMENT**  
21 ,A1 DOCPREP INC., et al., ) **AGAINST BLOOM LAW GROUP**  
22 ) **PC, ALSO D/B/A HOME SHIELD**  
23 Defendants. ) **NETWORK AND KEEP YOUR**  
24 ) **HOME USA**  
25 )

26 Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its  
27 Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”),  
28 pursuant to Sections 13(b) of the Federal Trade Commission Act (“FTC Act”), 15

1 U.S.C. § 53(b), the Telemarketing and Consumer Fraud and Abuse Act  
2 (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and the 2009 Omnibus  
3 Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678 (Mar. 11,  
4 2009) (“Omnibus Act”), as clarified by the Credit Card Accountability  
5 Responsibility and Disclosure Act of 2009, Public Law 111-24, Section 511, 123  
6 Stat. 1734, 1763-64 (May 22, 2009) (“Credit Card Act”), and amended by the  
7 Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-  
8 203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”),  
9 12 U.S.C. § 5538. The FTC and Defendant Bloom Law Group PC, also d/b/a  
10 Home Shield Network and Keep Your Home USA (“Stipulating Defendant”),  
11 stipulate to the entry of this Stipulated Order for Permanent Injunction and  
12 Monetary Judgment (“Order”) to resolve all matters in dispute in this action  
13 between them.

14 THEREFORE, IT IS ORDERED as follows:

15 **FINDINGS**

- 16 1. This Court has jurisdiction over this matter.
- 17 2. The Complaint charges that Stipulating Defendant participated in deceptive  
18 acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), the  
19 Telemarketing Sales Rule, 16 C.F.R. § 310, and the Mortgage Assistance Relief  
20 Services Rule (“MARS Rule” or “Regulation O”), 12 C.F.R. Part 1015, formerly  
21 codified as 16 C.F.R. Part 322, in connection with the marketing and sale of  
22 student loan debt relief services and mortgage assistance relief services.
- 23 3. Stipulating Defendant waives any claim that it may have under the Equal  
24 Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action  
25 through the date of this Order, and agrees to bear its own costs and attorney fees.
- 26 4. Stipulating Defendant and the FTC waive all rights to appeal or otherwise  
27 challenge or contest the validity of this Order.
- 28

1 **DEFINITIONS**

2 A. **“Assisting others”** includes:

3 1. performing customer service functions, including receiving or  
4 responding to consumer complaints;

5 2. formulating or providing, or arranging for the formulation or  
6 provision of, any advertising or marketing material, including any telephone sales  
7 script, direct mail solicitation, or the design, text, or use of images of any Internet  
8 website, email, or other electronic communication;

9 3. formulating or providing, or arranging for the formulation or  
10 provision of, any marketing support material or service, including web or Internet  
11 Protocol addresses or domain name registration for any Internet websites, affiliate  
12 marketing services, or media placement services;

13 4. providing names of, or assisting in the generation of, potential  
14 customers;

15 5. performing marketing, billing, or payment services of any kind; or

16 6. acting or serving as an owner, officer, director, manager, or principal  
17 of any entity.

18 B. **“Defendants”** means A1 DocPrep Inc., Steamlined Marketing, also d/b/a  
19 Project Uplift Students and Project Uplift America, Bloom Law Group PC, also  
20 d/b/a Home Shield Network and Keep Your Home USA, and their successors and  
21 assigns, as well as any subsidiaries, and any fictitious business entities or business  
22 names created or used by these entities, or any of them, and Homan Ardalan,  
23 individually, collectively, or in any combination.

24 C. **“Financial product or service”** means any product, service, plan, or  
25 program represented, expressly or by implication, to:

26 1. provide any consumer, arrange for any consumer to receive, or assist  
27 any consumer in receiving, a loan or other extension of credit;

28 2. provide any consumer, arrange for any consumer to receive, or assist

1 any consumer in receiving, credit, debit, or stored value cards;

2 3. improve, repair, or arrange to improve or repair, any consumer's  
3 credit record, credit history, or credit rating; or

4 4. provide advice or assistance to improve any consumer's credit record,  
5 credit history, or credit rating.

6 D. "**Person**" means a natural person, organization, or other legal entity,  
7 including a corporation, partnership, proprietorship, association, cooperative, or  
8 any other group or combination acting as an entity.

9 E. "**Receiver**" means Robb Evans and Associates, LLC.

10 F. "**Secured or unsecured debt relief product or service**" means:

11 1. With respect to any mortgage, loan, debt, or obligation between a  
12 person and one or more secured or unsecured creditors or debt collectors, any  
13 product, service, plan, or program represented, expressly or by implication, to:

14 a. stop, prevent, or postpone any mortgage or deed of foreclosure  
15 sale for a person's dwelling, any other sale of collateral, any repossession of a  
16 person's dwelling or other collateral, or otherwise save a person's dwelling or  
17 other collateral from foreclosure or repossession;

18 b. negotiate, obtain, or arrange a modification, or renegotiate,  
19 settle, or in any way alter any terms of the mortgage, loan, debt, or obligation,  
20 including a reduction in the amount of interest, principal balance, monthly  
21 payments, or fees owed by a person to a secured or unsecured creditor or debt  
22 collector;

23 c. obtain any forbearance or modification in the timing of  
24 payments from any secured or unsecured holder or servicer of any mortgage, loan,  
25 debt, or obligation;

26 d. negotiate, obtain, or arrange any extension of the period of time  
27 within which a person may (i) cure his or her default on the mortgage, loan, debt,  
28 or obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii)

1 redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the  
2 mortgage, loan, debt, or obligation or redeem a dwelling or other collateral;

3 e. obtain any waiver of an acceleration clause or balloon payment  
4 contained in any promissory note or contract secured by any dwelling or other  
5 collateral; or

6 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or  
7 other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other disposition of a  
8 mortgage, loan, debt, or obligation other than a sale to a third party that is not the  
9 secured or unsecured loan holder.

10 The foregoing shall include any manner of claimed assistance, including auditing  
11 or examining a person's application for the mortgage, loan, debt, or obligation.

12 2. With respect to any loan, debt, or obligation between a person and one  
13 or more unsecured creditors or debt collectors, any product, service, plan, or  
14 program represented, expressly or by implication, to:

15 a. repay one or more unsecured loans, debts, or obligations; or

16 b. combine unsecured loans, debts, or obligations into one or more  
17 new loans, debts, or obligations.

18 G. **"Stipulating Defendant"** means Bloom Law Group PC, also d/b/a Home  
19 Shield Network and Keep Your Home USA, and its successors and assigns, as well  
20 as any subsidiaries, and any fictitious business entities or business names created  
21 or used by these entities.

22 H. **"Telemarketing"** means any plan, program, or campaign which is  
23 conducted to induce the purchase of goods or services by use of one or more  
24 telephones, and which involves a telephone call, whether or not covered by the  
25 Telemarketing Sales Rule.

1 **I.**

2 **BAN ON SECURED AND UNSECURED**  
3 **DEBT RELIEF PRODUCTS AND SERVICES**

4 IT IS ORDERED that Stipulating Defendant is permanently restrained and  
5 enjoined from advertising, marketing, promoting, offering for sale, or selling, or  
6 assisting others in the advertising, marketing, promoting, offering for sale, or  
7 selling, of any secured or unsecured debt relief product or service.

8 **II.**

9 **BAN ON TELEMARKETING**

10 IT IS FURTHER ORDERED that Stipulating Defendant is permanently  
11 restrained and enjoined from participating or assisting others in telemarketing,  
12 whether directly or through an intermediary.

13 **III.**

14 **PROHIBITION AGAINST MISREPRESENTATIONS**  
15 **RELATING TO FINANCIAL PRODUCTS AND SERVICES**

16 IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating  
17 Defendant's officers, agents, employees, and attorneys, and all other persons in  
18 active concert or participation with any of them, who receive actual notice of this  
19 Order, whether acting directly or indirectly, in connection with the advertising,  
20 marketing, promoting, offering for sale, or selling of any financial product or  
21 service, are permanently restrained and enjoined from misrepresenting, or assisting  
22 others in misrepresenting, expressly or by implication:

23 A. the terms or rates that are available for any loan or other extension of credit,  
24 including:

- 25 1. closing costs or other fees;  
26 2. the payment schedule, monthly payment amount(s), any balloon  
27 payment, or other payment terms;  
28 3. the interest rate(s), annual percentage rate(s), or finance charge(s), and

1 whether they are fixed or adjustable;

2 4. the loan amount, credit amount, draw amount, or outstanding balance;  
3 the loan term, draw period, or maturity; or any other term of credit;

4 5. the amount of cash to be disbursed to the borrower out of the  
5 proceeds, or the amount of cash to be disbursed on behalf of the borrower to any  
6 third parties;

7 6. whether any specified minimum payment amount covers both interest  
8 and principal, and whether the credit has or can result in negative amortization; or

9 7. that the credit does not have a prepayment penalty or whether  
10 subsequent refinancing may trigger a prepayment penalty and/or other fees;

11 B. the ability to improve or otherwise affect a consumer's credit record, credit  
12 history, credit rating, or ability to obtain credit, including that a consumer's credit  
13 record, credit history, credit rating, or ability to obtain credit can be improved by  
14 permanently removing current, accurate negative information from the consumer's  
15 credit record or history;

16 C. that a consumer will receive legal representation; or

17 D. any other fact material to consumers concerning any good or service, such  
18 as: the total costs; any material restrictions, limitations, or conditions; or any  
19 material aspect of its performance, efficacy, nature, or central characteristics.

20 **IV.**

21 **PROHIBITION AGAINST MISREPRESENTATIONS**  
22 **RELATING TO ANY PRODUCTS OR SERVICES**

23 IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating  
24 Defendant's officers, agents, employees, and attorneys, and all other persons in  
25 active concert or participation with any of them, who receive actual notice of this  
26 Order, whether acting directly or indirectly, in connection with the advertising,  
27 marketing, promoting, offering for sale, or selling of any product, service, plan, or  
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1 program, are permanently restrained and enjoined from misrepresenting, or  
2 assisting others in misrepresenting, expressly or by implication:

3 A. any material aspect of the nature or terms of any refund, cancellation,  
4 exchange, or repurchase policy, including the likelihood of a consumer obtaining a  
5 full or partial refund, or the circumstances in which a full or partial refund will be  
6 granted to the consumer;

7 B. that any person is affiliated with, endorsed or approved by, or otherwise  
8 connected to any other person; government entity; public, non-profit, or other non-  
9 commercial program; or any other program;

10 C. the nature, expertise, position, or job title of any person who provides any  
11 product, service, plan, or program; or

12 D. any other fact material to consumers concerning any good or service, such  
13 as: the total costs; any material restrictions, limitations, or conditions; or any  
14 material aspect of its performance, efficacy, nature, or central characteristics.

15 **V.**

16 **PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

17 IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating  
18 Defendant's officers, agents, employees, and attorneys, and all other persons in  
19 active concert or participation with any of them, who receive actual notice of this  
20 Order, whether acting directly or indirectly, in connection with the sale of any  
21 financial product or service, are permanently restrained and enjoined from making  
22 any representation or assisting others in making any representation, expressly or by  
23 implication, about the benefits, performance, or efficacy of any financial product  
24 or service, unless the representation is non-misleading, and, at the time such  
25 representation is made, Stipulating Defendant possesses and relies upon competent  
26 and reliable evidence that is sufficient in quality and quantity based on standards  
27 generally accepted in the relevant fields, when considered in light of the entire  
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1 body of relevant and reliable evidence, to substantiate that the representation is  
2 true.

3 **VI.**

4 **MONETARY JUDGMENT AND PARTIAL SUSPENSION**

5 IT IS FURTHER ORDERED that:

6 A. Judgment in the amount of Nine Million, One Hundred Thirty-one  
7 Thousand, Seven Hundred and Twelve Dollars (\$9,131,712 ) is entered in favor of  
8 the Commission against Stipulating Defendant as equitable monetary relief.

9 B. In partial satisfaction of the judgment against the Stipulating Defendant,  
10 Wells Fargo, N.A., shall, within 10 business days from receipt of a copy of this  
11 Order, transfer to the Receiver or its designated agent, all funds in account number  
12 XXXXXX6749 (in the name Bloom Law Group P.C., DBA Rodeo Law Group,  
13 CA IOLTA Acct), and all funds in account number XXXXXX6731 (in the name  
14 Bloom Law Group P.C.).

15 C. Stipulating Defendant shall cooperate fully with the Receiver and shall  
16 execute any instrument or document presented by the Receiver, and do whatever  
17 else the Receiver deems necessary or desirable to effect the transfers required by  
18 Section VI.B. Upon such transfers, the property shall be assets of the receivership  
19 estate.

20 D. Upon the completion of all transfers described in Section VI.B above, the  
21 remainder of the judgment is suspended as to the Stipulating Defendant, subject to  
22 the Subsections below.

23 E. The Commission's agreement to the suspension of part of the judgment is  
24 expressly premised upon the truthfulness, accuracy, and completeness of  
25 Stipulating Defendant's sworn financial statements and related documents  
26 (collectively, "financial representations") submitted to the Commission, namely:

- 27 1. The Financial Statement of Stipulating Defendant, signed on October 9,  
28 2017, including the attachments; and

1 2. Corporate tax returns of the Stipulating Defendant for the years 2015 and  
2 2016.

3 F. The suspension of the judgment will be lifted as to Stipulating Defendant if,  
4 upon motion by the Commission, the Court finds that Stipulating Defendant failed  
5 to disclose any material asset, materially misstated the value of any asset, or made  
6 any other material misstatement or omission in the financial representations  
7 identified above.

8 G. If the suspension of the judgment is lifted, the judgment becomes  
9 immediately due as to the Stipulating Defendant in the amount specified in  
10 Subsection A above (which the parties stipulate only for purposes of this Section  
11 represents the consumer injury alleged in the Complaint), less any payment  
12 previously made pursuant to this Section, plus interest computed from the date of  
13 entry of this Order.

14 **VII.**

15 **ADDITIONAL MONETARY PROVISIONS**

16 IT IS FURTHER ORDERED that:

17 A. Stipulating Defendant relinquishes dominion and all legal and equitable  
18 right, title, and interest in all assets transferred pursuant to this Order and may not  
19 seek the return of any assets.

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

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

1 D. Stipulating Defendant acknowledges that its Taxpayer Identification  
2 Number, which Stipulating Defendant previously submitted to the Commission,  
3 may be used for collecting and reporting on any delinquent amount arising out of  
4 this Order, in accordance with 31 U.S.C. §7701.

5 E. All money paid to the Commission pursuant to this Order may be deposited  
6 into a fund administered by the Commission or its designee to be used for  
7 equitable relief, including consumer redress and any attendant expenses for the  
8 administration of any redress fund. If a representative of the Commission decides  
9 that direct redress to consumers is wholly or partially impracticable or money  
10 remains after redress is completed, the Commission may apply any remaining  
11 money for such other equitable relief (including consumer information remedies)  
12 as it determines to be reasonably related to Stipulating Defendant's practices  
13 alleged in the Complaint. Any money not used for such equitable relief is to be  
14 deposited to the U.S. Treasury as disgorgement. Stipulating Defendant has no  
15 right to challenge any actions the Commission or its representatives may take  
16 pursuant to this Subsection.

17 F. The asset freeze is modified to permit the transfers identified in Subsection  
18 VI. B above. Otherwise the asset freeze is kept in place until the completion of the  
19 transfers identified in VI.B. After the completion of the transfers identified in  
20 Subsection VI.B, the asset freeze is dissolved as to the Stipulating Defendant.

21 **VIII.**  
22 **COOPERATION**

23 IT IS FURTHER ORDERED that Stipulating Defendant must fully  
24 cooperate with representatives of the Commission in this case and in any  
25 investigation related to or associated with the transactions or the occurrences that  
26 are the subject of the Complaint. Stipulating Defendant must provide truthful and  
27 complete information, evidence, and testimony. Stipulating Defendant must cause  
28 its officers, employees, representatives, or agents to appear for interviews,

1 discovery, hearings, trials, and any other proceedings that Commission  
2 representative may reasonably request upon 5 days written notice, or other  
3 reasonable notice, at such places and times as a Commission representative may  
4 designate, without the service of a subpoena.

5 **IX.**

6 **CUSTOMER INFORMATION**

7 IT IS FURTHER ORDERED that Stipulating Defendant, Stipulating  
8 Defendant's officers, agents, employees, attorneys, and all other persons or entities  
9 in active concert or participation with any of them, who receive actual notice of  
10 this Order, are permanently restrained and enjoined from directly or indirectly:

11 A. failing to provide sufficient customer information to enable the Commission  
12 to efficiently administer consumer redress. If a representative of the Commission  
13 requests in writing any information related to redress, Stipulating Defendant must  
14 provide it, in the form prescribed by the Commission, within 14 days.

15 B. disclosing, using, or benefitting from customer information, including the  
16 name, address, telephone number, email address, social security number, FSA ID,  
17 other identifying information, or any data that enables access to a customer's  
18 account (including a student loan account, credit card, bank account, or other  
19 financial account), that any Defendant obtained prior to entry of this Order in  
20 connection with the marketing or sale of secured or unsecured debt relief products  
21 or services; and

22 C. failing to destroy such customer information in all forms in their possession,  
23 custody, or control within 30 days after receipt of written direction to do so from a  
24 representative of the Commission.

25 *Provided*, however, that customer information need not be disposed of, and  
26 may be disclosed, to the extent requested by a government agency or required by  
27 law, regulation, or court order.

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**X.**

**CONTINUATION OF RECEIVERSHIP**

IT IS FURTHER ORDERED that Robb Evans & Robb Evans and Associates, LLC, shall continue as a Permanent Equity Receiver with full powers of a permanent receiver, as set forth by Section XIV of the Preliminary Injunctions (Dkt. Nos. 35, 36),

**XI.**

**ORDER ACKNOWLEDGMENTS**

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

A. Stipulating Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 5 years after entry of this Order, Stipulating Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (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.

C. From each individual or entity to which Stipulating Defendant delivered a copy of this Order, Stipulating Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

1 **XII.**

2 **COMPLIANCE REPORTING**

3 IT IS FURTHER ORDERED that Stipulating Defendant make timely  
4 submissions to the Commission:

5 A. One year after entry of this Order, Stipulating Defendant must submit a  
6 compliance report, sworn under penalty of perjury in which Stipulating Defendant  
7 must: (a) identify the primary physical, postal, and email address and telephone  
8 number, as designated points of contact, which representatives of the Commission  
9 may use to communicate with Stipulating Defendant; (b) identify all of Stipulating  
10 Defendant's businesses by all of their names, telephone numbers, and physical,  
11 postal, email, and Internet addresses; (c) describe the activities of each business,  
12 including the goods and services offered, the means of advertising, marketing, and  
13 sales, and the involvement of any other Defendant; (d) describe in detail whether  
14 and how that Defendant is in compliance with each Section of this Order; and (e)  
15 provide a copy of each Order Acknowledgment obtained pursuant to this Order,  
16 unless previously submitted to the Commission.

17 B. For 20 years after entry of this Order, Stipulating Defendant must submit a  
18 compliance notice, sworn under penalty of perjury, within 14 days of any change  
19 in: (a) any designated point of contact; or (b) the structure of Stipulating  
20 Defendant or any entity that Stipulating Defendant has any ownership interest in or  
21 controls directly or indirectly that may affect compliance obligations arising under  
22 this Order, including: creation, merger, sale, or dissolution of the entity or any  
23 subsidiary, parent, or affiliate that engages in any acts or practices subject to this  
24 Order.

1 C. Stipulating Defendant must submit to the Commission notice of the filing of  
2 any bankruptcy petition, insolvency proceeding, or similar proceeding by or  
3 against such Defendant within 14 days of its filing.

4 D. Any submission to the Commission required by this Order to be sworn under  
5 penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,  
6 such as by concluding: “I declare under penalty of perjury under the laws of the  
7 United States of America that the foregoing is true and correct. Executed on:  
8 \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and  
9 signature.

10 E. Unless otherwise directed by a Commission representative in writing, all  
11 submissions to the Commission pursuant to this Order must be emailed to  
12 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
13 Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
14 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The  
15 subject line must begin: FTC v. A1 DocPrep, *et al.*, X170055.

16 **XIII.**

17 **RECORDKEEPING**

18 IT IS FURTHER ORDERED that Stipulating Defendant must create certain  
19 records for 20 years after entry of the Order, and retain each such records for 5  
20 years. Specifically, Stipulating Defendant for any business that such Defendant,  
21 individually or collectively with any other Defendants, is a majority owner or  
22 controls directly or indirectly, must create and retain the following records:

23 A. accounting records showing the revenues from all goods or services sold;

24 B. personnel records showing, for each person providing services, whether as  
25 an employee or otherwise, that person’s: name; addresses; telephone numbers; job  
26 title or position; dates of service; and (if applicable) the reason for termination;

27 C. records of all consumer complaints and refund requests, whether received  
28 directly or indirectly, such as through a third party, and any response;

1 D. all records necessary to demonstrate full compliance with each provision of  
2 this Order, including all submissions to the Commission; and

3 E. a copy of each unique advertisement or other marketing material.  
4

5 **XIV.**

6 **COMPLIANCE MONITORING**

7 IT IS FURTHER ORDERED that, for the purpose of monitoring Stipulating  
8 Defendant's compliance with this Order, including the financial representations  
9 upon which part of the judgment was suspended and any failure to transfer any  
10 assets as required by this Order:

11 A. Within 14 days of receipt of a written request from a representative of the  
12 Commission, Stipulating Defendant must: submit additional compliance reports or  
13 other requested information, which must be sworn under penalty of perjury; appear  
14 for depositions; and produce documents for inspection and copying. The  
15 Commission is also authorized to obtain discovery, without further leave of court,  
16 using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30  
17 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

18 B. For matters concerning this Order, the Commission is authorized to  
19 communicate directly with Stipulating Defendant. Stipulating Defendant must  
20 permit representatives of the Commission to interview any employee or other  
21 person affiliated with any Stipulating Defendant who has agreed to such an  
22 interview. The person interviewed may have counsel present.

23 C. The Commission may use all other lawful means, including posing, through  
24 its representatives as consumers, suppliers, or other individuals or entities, to  
25 Stipulating Defendant or any individual or entity affiliated with Stipulating  
26 Defendant, without the necessity of identification or prior notice. Nothing in this  
27 Order limits the Commission's lawful use of compulsory process, pursuant to  
28 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

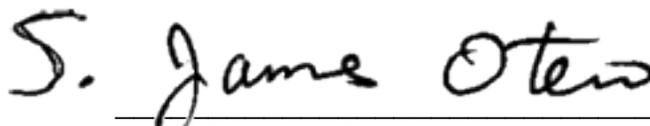
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**XV.**

**RETENTION OF JURISDICTION**

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

**SO ORDERED**, this 7<sup>th</sup> day of May, 2018, at 4:00 o'clock ~~a.m.~~/p.m.



\_\_\_\_\_  
Hon. S. James Otero  
United States District Judge  
Central District of California