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

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

ALLIANCE DOCUMENT  
PREPARATION, LLC, *et al.*,

Defendants, and

DIRECT CONSULTING SERVICE,  
LLC; and CAPITAL DOC PREP, INC.,

Relief Defendants.

Civ. No. CV 17-7048 SJO (KSx)

**STIPULATION TO ENTRY OF  
PERMANENT INJUNCTION AND  
FINAL ORDER AS TO  
DEFENDANTS AVINADAV  
RUBENI, UNITED LEGAL  
CENTER, LLC, and UNITED  
LEGAL CENTER, INC.**

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its  
Complaint for Permanent Injunction and Other Equitable Relief pursuant to  
Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C.

Permanent Injunction as to  
Defendants Avinadav Rubeni, United Legal Center, LLC,  
and United Legal Center, Inc.

1 § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act  
2 (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108. The Commission and  
3 Defendants Avinadav Rubeni, United Legal Center, LLC, and United Legal  
4 Center, Inc. (“Stipulating Defendants”) stipulate to entry of the Permanent  
5 Injunction and Final Order (“Order”) to resolve all matters in dispute in this action  
6 between them.

7 **THEREFORE, IT IS ORDERED** as follows:

8 **FINDINGS**

- 9 1. This Court has jurisdiction over this matter.
- 10 2. The Complaint charges that Stipulating Defendants participated in  
11 deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C.  
12 § 45(a) and the Telemarketing Sales Rule, 16 C.F.R. § 310, in connection with the  
13 advertising, marketing, promotion, offering for sale, or sale of debt relief services.
- 14 3. Stipulating Defendants neither admit nor deny any of the allegations  
15 in the Complaint, except as specifically stated in this Order. Only for purposes of  
16 this action, Stipulating Defendants admit the facts necessary to establish  
17 jurisdiction.
- 18 4. Stipulating Defendants waive any claim that they may have under the  
19 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this  
20 action through the date of this Order, and agree to bear their own costs and  
21 attorney fees.
- 22 5. Stipulating Defendants and the Commission waive all rights to appeal  
23 or otherwise challenge or contest the validity of this Order.

24 **DEFINITIONS**

25 A. **“Assisting others”** includes: (1) performing customer service  
26 functions, including receiving or responding to consumer complaints; (2)

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1 formulating or providing, or arranging for the formulation or provision of, any  
2 advertising or marketing material, including any telephone sales script, direct mail  
3 solicitation, or the design, text, or use of images of any Internet website, email, or  
4 other electronic communication; (3) formulating or providing, or arranging for the  
5 formulation or provision of, any marketing support material or service, including  
6 web or Internet Protocol addresses or domain name registration for any Internet  
7 websites, affiliate marketing services, or media placement services; (4) providing  
8 names of, or assisting in the generation of, potential customers; (5) performing  
9 marketing, billing, or payment services of any kind; or (6) acting or serving as an  
10 owner, officer, director, manager, or principal of any entity.

11 **B. “Financial product or service”** means any product, service, plan, or  
12 program represented, expressly or by implication, to:

- 13 1. provide any consumer, arrange for any consumer to receive, or  
14 assist any consumer in receiving, a loan or other extension of credit;
- 15 2. provide any consumer, arrange for any consumer to receive, or  
16 assist any consumer in receiving, credit, debit, or stored value cards;
- 17 3. improve, repair, or arrange to improve or repair, any  
18 consumer’s credit record, credit history, or credit rating; or
- 19 4. provide advice or assistance to improve any consumer’s credit  
20 record, credit history, or credit rating.

21 **C. “Secured or unsecured debt relief product or service”** means:

- 22 1. With respect to any mortgage, loan, debt, or obligation between  
23 a person and one or more secured or unsecured creditors or debt  
24 collectors, any product, service, plan, or program represented,  
25 expressly or by implication, to:

- 1 a. stop, prevent, or postpone any mortgage or deed of  
2 foreclosure sale for a person's dwelling, any other sale of  
3 collateral, any repossession of a person's dwelling or other  
4 collateral, or otherwise save a person's dwelling or other  
5 collateral from foreclosure or repossession;
- 6 b. negotiate, obtain, or arrange a modification, or  
7 renegotiate, settle, or in any way alter any terms of the  
8 mortgage, loan, debt, or obligation, including a reduction in the  
9 amount of interest, principal balance, monthly payments, or  
10 fees owed by a person to a secured or unsecured creditor or debt  
11 collector;
- 12 c. obtain any forbearance or modification in the timing of  
13 payments from any secured or unsecured holder or servicer of  
14 any mortgage, loan, debt, or obligation;
- 15 d. negotiate, obtain, or arrange any extension of the period  
16 of time within which a person may (i) cure his or her default on  
17 the mortgage, loan, debt, or obligation, (ii) reinstate his or her  
18 mortgage, loan, debt, or obligation, (iii) redeem a dwelling or  
19 other collateral, or (iv) exercise any right to reinstate the  
20 mortgage, loan, debt, or obligation or redeem a dwelling or  
21 other collateral;
- 22 e. obtain any waiver of an acceleration clause or balloon  
23 payment contained in any promissory note or contract secured  
24 by any dwelling or other collateral; or
- 25 f. negotiate, obtain, or arrange (i) a short sale of a dwelling  
26 or other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any

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1 other disposition of a mortgage, loan, debt, or obligation other  
2 than a sale to a third party that is not the secured or unsecured  
3 loan holder.

4 The foregoing shall include any manner of claimed assistance, including  
5 auditing or examining a person’s application for the mortgage, loan, debt, or  
6 obligation.

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

- 10 a. repay one or more unsecured loans, debts, or obligations;  
11 or  
12 b. combine unsecured loans, debts, or obligations into one  
13 or more new loans, debts, or obligations.

14 D. **“Receivership Defendants”** means United Legal Center, LLC, and  
15 United Legal Center, Inc.

16 E. **“Stipulating Defendants”** means Avinadav Rubeni, and any other  
17 names by which he might be known, United Legal Center, LLC, and United Legal  
18 Center, Inc., and their successors and assigns, individually, collectively, or in any  
19 combination.

20 F. **“The Property”** means that property located at 2652 7<sup>th</sup> Avenue, Los  
21 Angeles, CA 90018.

22 **I. BAN ON SECURED AND UNSECURED DEBT RELIEF**  
23 **PRODUCTS AND SERVICES**

24 **IT IS ORDERED** that Stipulating Defendants are permanently restrained  
25 and enjoined from advertising, marketing, promoting, offering for sale, or selling,  
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1 or assisting others in the advertising, marketing, promoting, offering for sale, or  
2 selling, of any secured or unsecured debt relief product or service.

3 **II. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**  
4 **TO FINANCIAL PRODUCTS AND SERVICES**

5 **IT IS FURTHER ORDERED** that Stipulating Defendants, and their  
6 officers, agents, employees, and attorneys, and all other persons or entities in  
7 active concert or participation with them, who receive actual notice of this Order,  
8 whether acting directly or indirectly, in connection with the advertising, marketing,  
9 promoting, offering for sale, or selling of any financial product or service, are  
10 permanently restrained and enjoined from misrepresenting, or assisting others in  
11 misrepresenting, expressly or by implication:

12 A. The terms or rates that are available for any loan or other extension of  
13 credit, including:

- 14 1. closing costs or other fees;
- 15 2. the payment schedule, monthly payment amount(s), any balloon  
16 payment, or other payment terms;
- 17 3. the interest rate(s), annual percentage rate(s), or finance  
18 charge(s), or whether they are fixed or adjustable;
- 19 4. the loan amount, credit amount, draw amount, or outstanding  
20 balance; the loan term, draw period, or maturity; or any other term of  
21 credit;
- 22 5. the amount of cash to be disbursed to the borrower out of the  
23 proceeds, or the amount of cash to be disbursed on behalf of the  
24 borrower to any third parties;

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

5           B. That any person is affiliated with, endorsed, approved by, accredited  
6 by, or otherwise connected to any other person; government entity; public, non-  
7 profit, or other non-commercial program; or any other program;

8           C. The nature, expertise, position, or job title of any person who provides  
9 any product, service, plan, or program;

10           D. The cost or likelihood of qualifying for or receiving any product,  
11 service, plan, or program;

12           E. That any person providing a testimonial has purchased, received, or  
13 used the product, service, plan, or program;

14           F. That the experience represented in a testimonial of the product,  
15 service, plan, or program represents the person's actual experience resulting from  
16 the use of the product, service, plan, or program under the circumstances depicted  
17 in the advertisement; or

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

1 **IV. MONETARY EQUITABLE RELIEF AND PARTIAL SUSPENSION**

2 **IT IS FURTHER ORDERED** that:

3 A. Judgment in the amount of three million five hundred and seventy-  
4 seven thousand dollars (\$3,577,000.00) is entered in favor of the Commission  
5 against Stipulating Defendants, jointly and severally.

6 B. Stipulating Defendants are ordered to pay to the Commission as  
7 follows:

8 1. Effective upon entry of this Order, Stipulating Defendant  
9 Avinadav Rubeni surrenders to the Commission all control, title, dominion, and  
10 interest in all funds in Bank of America account ending in 7909. The Court directs  
11 Bank of America to, immediately upon receiving notice of this Order, remit the  
12 funds to the Commission in accordance with instructions provided by a  
13 representative of the Commission.

14 2. Within seven (7) days of entry of this Order, Stipulating  
15 Defendant Avinadav Rubeni shall transfer \$100,000.00 to the Commission in  
16 accordance with instructions provided by a representative of the Commission.  
17 Stipulating Defendants waive and release any rights and claims to these funds.

18 3. Stipulating Defendants surrender to the Commission all control,  
19 title, dominion, and interest in all funds of Defendants United Legal Center, LLC,  
20 and United Legal Center, Inc., and their successors and assigns, remaining after  
21 payment of the fees authorized by the Court to the court-appointed receiver,  
22 Thomas W. McNamara. The remaining funds, if any, shall be paid to the FTC by  
23 the holder of the funds in accordance with instructions provided by a representative  
24 of the Commission.

25 4. Within eighteen (18) months of entry of this Order, Stipulating  
26 Defendant Avinadav Rubeni shall transfer \$150,000.00 to the Commission in

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1 accordance with instructions provided by a representative of the Commission.

2 Stipulating Defendants waive and release any rights and claims to these funds.

3 C. Stipulating Defendants understand that the FTC may file a judgment  
4 lien with appropriate government offices, as allowed by applicable state or federal  
5 law, against The Property, to secure the payment, required by Section IV.B.4.

6 D. Stipulating Defendants represent and acknowledge that the FTC is  
7 relying on the material representation that Stipulating Defendant Avinadav Rubeni  
8 is the sole owner of The Property; that title to The Property is marketable; and that  
9 The Property is not encumbered by any other lien, mortgage, deed of trust,  
10 assignment, pledge, security interest, or other interest not identified to the FTC in  
11 Stipulating Defendant Avinadav Rubeni's Financial Statement and attachments  
12 provided to the FTC and dated October 11, 2017. Stipulating Defendant Avinadav  
13 Rubeni represents that no encumbrance on The Property is in default. Stipulating  
14 Defendant Avinadav Rubeni further agrees that, as of the date on which he signs  
15 the Stipulation to this Order and until he has made the full payment required under  
16 Section IV.B.4, he shall refrain from transferring, converting, encumbering,  
17 selling, assigning, or otherwise disposing of The Property except with the express  
18 prior written permission of counsel for the FTC.

19 E. Notwithstanding paragraphs L and M of this Section, Stipulating  
20 Defendant Avinadav Rubeni shall maintain property and liability insurance on The  
21 Property for at least its replacement value; remain current on all amounts due and  
22 payable on The Property, including, but not limited to, taxes, utilities, reasonable  
23 and necessary maintenance, homeowner's assessments, sewer and/or water use  
24 charges and similar fees; manage and maintain The Property in good working  
25 order; and shall take no action to diminish the value of The Property.

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1 F. Upon full payment of his payment obligation under Section IV.B.4 of  
2 this Order and a subsequent request by Stipulating Defendant Avinadav Rubeni for  
3 a release of the lien, the FTC agrees to release the lien within a reasonable time.  
4 Stipulating Defendant Avinadav Rubeni shall pay all fees and costs related to such  
5 release, including filing fees. In addition, the FTC shall promptly release said lien  
6 to the extent necessary to facilitate the sale or encumbrance of The Property if the  
7 funds owed to the Commission pursuant to Section IV.B.4 of this Order are  
8 remitted directly to the FTC from the proceeds of such sale or encumbrance  
9 immediately upon closing of such sale or encumbrance. Stipulating Defendant  
10 Avinadav Rubeni shall pay all fees and costs related to such release, including  
11 filing fees.

12 G. Upon payment of the amounts required by Sections IV.B.1-3, above,  
13 and either payment under section IV.B.4 or Section IV.N., the remainder of the  
14 judgment is suspended, subject to the Subsections below. The Commission's  
15 agreement to the suspension of part of the judgment is expressly premised upon the  
16 truthfulness, accuracy, and completeness of Stipulating Defendants' sworn  
17 financial statements dated October 11, 2017, and related documents (collectively,  
18 "financial representations") submitted to the Commission.

19 H. The suspension of the judgment will be lifted as to any Stipulating  
20 Defendant if, upon motion by the Commission, the Court finds that the Stipulating  
21 Defendant failed to disclose any material asset, materially misstated the value of  
22 any asset, or made any other material misstatement or omission in the financial  
23 representations identified above.

24 I. If the suspension of the judgment is lifted, the judgment becomes  
25 immediately due as to that Stipulating Defendant in the amount specified in  
26 Subsection A. above (which the parties stipulate only for purposes of this Section)

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1 represents the consumer injury caused by Stipulating Defendants, less any payment  
2 previously made pursuant to this Section, plus interest computed from the date of  
3 entry of this Order.

4 J. In the event that Stipulating Defendant Avinadav Rubeni fails to  
5 timely complete the payment required by Section IV.B.4 of this Order, Thomas W.  
6 McNamara of McNamara Smith LLP, is appointed as Receiver with all the rights,  
7 powers, and privileges of an equity receiver over The Property, for the limited  
8 purpose of selling The Property, including, but not limited to, the land, buildings,  
9 and any and all fixtures, appurtenances, and improvements, except anything owned  
10 by a tenant or third party and not owned by Stipulating Defendant Avinadav  
11 Rubeni, in a commercially reasonable fashion without further approval from the  
12 Court.

13 K. Within seven (7) days of failing to timely complete the payment  
14 required by Section IV.B.4, Stipulating Defendant Avinadav Rubeni shall take all  
15 actions necessary to transfer possession of The Property to the Receiver appointed  
16 in Section IV.J of this Order for liquidation.

17 L. In the event that transfer to the Receiver is required under this Order,  
18 Stipulating Defendant Avinadav Rubeni shall:

19 1. Cooperate fully with the Receiver and take such other steps as  
20 the Receiver may require in connection with the listing, marketing, and sale of The  
21 Property;

22 2. Take all steps requested by the Receiver to assist and cooperate  
23 with the Receiver in the sale of The Property, including the provision of all  
24 documents, contracts, and leases related to The Property, and any utility bills and  
25 account information, including any passwords necessary to change such accounts;

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1 M. In the event that transfer to the Receiver is required under this Order,  
2 the Court-appointed Receiver, Thomas W. McNamara, shall:

3 1. As soon as reasonably possible, at reasonable cost and in a  
4 commercially reasonable fashion, liquidate The Property at a private sale without  
5 further notice, hearing, confirmation, or order and is deemed sufficient pursuant to  
6 28 U.S.C. § 2001. Counsel for the Commission shall approve the final sale price  
7 of The Property;

8 2. Upon Stipulating Defendant Avinadav Rubeni's transfer of  
9 possession of The Property, assume responsibility for management and  
10 maintenance of The Property, including, but not limited to, making disbursements  
11 for operating expenses as may be appropriate, undertaking repairs, procuring  
12 appropriate insurance or modifying existing insurance, making payment for all  
13 amounts due and payable on The Property, including, but not limited to, taxes,  
14 insurance, homeowner's assessments, reasonable and necessary maintenance, and  
15 similar fees, and making payments for and taking any other actions necessary to  
16 effectively manage The Property and to maintain its value;

17 3. Have all necessary powers to manage and maintain The  
18 Property, including without limitation the following powers and responsibilities:

- 19 a. To take possession of The Property;
- 20 b. To employ such counsel, real estate agents, auctioneers,  
21 appraisers, accountants, contractors, other professionals, and  
22 other such persons as may be necessary in order to carry out his  
23 duties and to preserve, maintain, and protect The Property;
- 24 c. To determine or abrogate, in the Receiver's sole sound business  
25 discretion, any and all agreements, contracts, understandings or  
26 commitments entered into by Stipulating Defendant Avinadav

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1 Rubeni with respect to The Property to the extent permitted by  
2 law;

3 d. To open new accounts with, or negotiate, compromise or  
4 otherwise modify Stipulating Defendant Avinadav Rubeni's  
5 existing obligations to third parties, including utility companies,  
6 secured creditors, other service providers or suppliers of goods  
7 and services related to The Property, and to otherwise enter into  
8 such agreements, contracts, or understandings with such third  
9 parties as are necessary to maintain, preserve, and protect The  
10 Property;

11 e. To rent The Property to third parties until The Property is sold;  
12 and

13 f. Pay to the Commission any and all sums collected over and  
14 above those necessary to manage and maintain The Property or  
15 those necessary to make payments authorized by this Order;

16 4. Keep a true and accurate account of any and all receipts and  
17 expenditures, accurately identifying all such revenues received and expenditures  
18 made, including adequately detailed information concerning income, expenses,  
19 payables and receivables; and

20 5. Be entitled to reasonable compensation for the performance of  
21 duties pursuant to this Order and for the cost of actual out-of-pocket expenses  
22 incurred by the Receiver. The Receiver's compensation and the compensation of  
23 any persons hired by him are to be paid solely from the proceeds of the sale of The  
24 Property, and such payments shall have priority over all other distributions except  
25 for any transfer fees, recording fees, or other payments owed through the transfer  
26 of The Property at the time of its sale.

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1 N. All net proceeds of the sale of The Property, after all necessary  
2 expenses of the Receiver are paid pursuant to this Order, shall be paid to the  
3 Commission in accordance with instructions provided by a representative of the  
4 Commission. The costs and expenses of the Receiver, including ad valorem taxes,  
5 any transfer fees, recording fees, other fees, advertising, and any commissions  
6 associated with or resulting from the sale of The Property shall be paid from the  
7 proceeds of the sale at the time The Property is sold.

8 O. Upon sale of The Property, Stipulating Defendant Avinadav Rubeni  
9 forever waives, releases, discharges, and disclaims all right, title, and interest,  
10 including any homestead, in The Property.

11 **V. OTHER MONETARY PROVISIONS**

12 **IT IS FURTHER ORDERED** that:

13 A. Stipulating Defendants relinquish dominion and all legal and equitable  
14 right, title, and interest in all assets transferred pursuant to this Order and may not  
15 seek the return of any assets.

16 B. The facts alleged in the Complaint will be taken as true, without  
17 further proof, in any subsequent civil litigation by or on behalf of the Commission,  
18 including in a proceeding to enforce its rights to any payment or money judgment  
19 pursuant to this Order, such as a non-dischargeability complaint in any bankruptcy  
20 case.

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

25 D. Stipulating Defendants acknowledge that the Social Security and  
26 Taxpayer Identification Numbers, which Stipulating Defendants previously

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1 submitted to the Commission, may be used for collecting and reporting on any  
2 delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

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

15 F. Upon entry of this Order the freeze on the assets of Stipulating  
16 Defendant Avinadav Rubeni shall be lifted. The freeze on the assets of Stipulating  
17 Defendants United Legal Center, LLC, and United Legal Center, Inc., shall remain  
18 in effect until such time as the Receiver receives payment of all Court-approved  
19 fees and expenses of the Receiver and the Receiver is discharged. A financial  
20 institution shall be entitled to rely upon a letter from a representative of the  
21 Commission stating that the freeze on a Stipulating Defendant's assets has been  
22 lifted.

## 23 VI. CUSTOMER INFORMATION

24 **IT IS FURTHER ORDERED** that Stipulating Defendants, their officers,  
25 agents, employees, attorneys, and all other persons who are in active concert or  
26

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1 interviews, discovery, hearings, trials, and any other proceedings that a  
2 Commission representative may designate, without the service of a subpoena.

3 **VIII. COOPERATION WITH RECEIVER**

4 **IT IS FURTHER ORDERED** that Stipulating Defendants shall not  
5 interfere with the Receiver's performance of his duties and shall cooperate fully  
6 with the Receiver to complete his duties, including, but not limited to, cooperation  
7 as to the Receiver's pursuit of any claims against other persons or entities and the  
8 Receiver's pursuit of any funds or assets of a Receivership Defendant. Stipulating  
9 Defendants shall execute any documents requested by the Receiver necessary to  
10 transfer assets or ownership interests to the Receiver. If it becomes necessary to  
11 execute additional documents to transfer or liquidate assets of a Receivership  
12 Defendant or any other assets that are surrendered under this order or to wind up  
13 the Receivership Defendants, Stipulating Defendants must execute all documents  
14 requested by the Receiver within five (5) days of receipt from the Receiver.

15 **IX. RECEIVERSHIP WRAP UP AND TERMINATION**

16 **IT IS FURTHER ORDERED** that the Receiver shall endeavor to complete  
17 all duties of the Receiver relative to Stipulating Defendants and file a Final Report  
18 and Final Fee Application within 180 days after entry of this Order, but any party  
19 or the Receiver may request an extension or shortening of the Receiver's term for  
20 good cause. Upon the ruling of the Court on all pending motions by the Receiver  
21 for the approval of fees and expenses of the Receiver and his professionals, the  
22 Receiver may withdraw all approved amounts for receivership expenses from the  
23 receivership account and transfer the balance to the account of the Commission.

24 **X. ORDER ACKNOWLEDGMENTS**

25 **IT IS FURTHER ORDERED** that Stipulating Defendants obtain  
26 acknowledgments of receipt of this Order:

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1 A. Each Stipulating Defendant, within seven (7) days of entry of this  
2 Order, must submit to the Commission an acknowledgment of receipt of this Order  
3 sworn under penalty of perjury.

4 B. For five (5) years after entry of this Order, Stipulating Defendant  
5 Avinadav Rubeni for any business that he is the majority owner or controls directly  
6 or indirectly, and United Legal Center, LLC, and United Legal Center, Inc., and  
7 their successors and assigns, must deliver a copy of this Order to: (1) all  
8 principals, officers, directors, and LLC managers and members; (2) all employees  
9 having managerial responsibilities for conduct related to the subject matter of the  
10 Order and all agents and representatives who participate in conduct related to the  
11 subject matter of the Order; and (3) any business entity resulting from any change  
12 in structure as set forth in the Section titled Compliance Reporting. Delivery must  
13 occur within seven (7) days of entry of this Order for current personnel. For all  
14 others, delivery must occur before they assume their responsibilities.

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

## 18 **XI. COMPLIANCE REPORTING**

19 **IT IS FURTHER ORDERED** that Stipulating Defendants make timely  
20 submissions to the Commission:

21 A. One year after entry of this Order, Stipulating Defendants must submit  
22 a compliance report, sworn under penalty of perjury.

23 1. Each Stipulating Defendant must: (a) identify the primary  
24 physical, postal, and email address and telephone number, as designated  
25 points of contact, which representatives of the Commission may use to  
26 communicate with Stipulating Defendant; (b) identify all of that Stipulating

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1 Defendant's businesses by all of their names, telephone numbers, and  
2 physical, postal, email, and Internet addresses; (c) describe the activities of  
3 each business including the goods and services offered, the means of  
4 advertising, marketing, and sales, and the involvement of any other  
5 Defendant (which Stipulating Defendant Avinadav Rubeni must describe if  
6 he knows or should know due to his own involvement); (d) describe in detail  
7 whether and how that Stipulating Defendant is in compliance with each  
8 Section of this Order; and (e) provide a copy of each Order  
9 Acknowledgment obtained pursuant to this Order, unless previously  
10 submitted to the Commission.

11 2. Additionally, Stipulating Defendant Avinadav Rubeni must: (a)  
12 identify all telephone numbers and all physical, postal, email and Internet  
13 addresses, including all residences; (b) identify all business activities,  
14 including any business for which he performs services whether as an  
15 employee or otherwise, and any entity in which such Stipulating Defendant  
16 has any ownership interest; and (c) describe in detail such Stipulating  
17 Defendant's involvement in each such business, including title, role,  
18 responsibilities, participation, authority, control, and any ownership.

19 B. For ten (10) years after entry of this Order, each Stipulating Defendant  
20 must submit a compliance notice, sworn under penalty of perjury, within fourteen  
21 (14) days of any change in the following:

22 1. Each Stipulating Defendant must report any change in: (a) any  
23 designated point of contact; or (b) the structure of United Legal Center,  
24 LLC, and United Legal Center, Inc., and their successors and assigns, or any  
25 entity that Stipulating Defendant Avinadav Rubeni has any ownership  
26 interest in or controls directly or indirectly that may affect compliance

1 obligations arising under this Order, including: creation, merger, sale, or  
2 dissolution of the entity or any subsidiary, parent, or affiliate that engages in  
3 any acts or practices subject to this Order.

4 2. Additionally, Stipulating Defendant Avinadav Rubeni must  
5 report any change in: (a) name, including aliases or fictitious name, or  
6 residence address; or (b) title or role in any business activity, including any  
7 business for which he performs services, whether as an employee or  
8 otherwise and any entity in which he has any ownership interest, and  
9 identify the name, physical address, and any Internet address of the business  
10 or entity.

11 C. Each Stipulating Defendant must submit to the Commission notice of  
12 the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding  
13 by or against such Stipulating Defendant within fourteen (14) days of its filing.

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

20 E. Unless otherwise directed by a Commission representative in writing,  
21 all submissions to the Commission pursuant to this Order must be emailed to  
22 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
23 Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
24 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The  
25 subject line must begin: FTC v. Alliance Document Preparation, LLC, *et al.*,  
26 X170054.

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1 **XII. RECORDKEEPING**

2 **IT IS FURTHER ORDERED** that Stipulating Defendants must create  
3 certain records for ten (10) years after entry of the Order, and retain each such  
4 record for five (5) years. Specifically, United Legal Center, LLC, United Legal  
5 Center, Inc., and their successors and assigns, and Stipulating Defendant Avinadav  
6 Rubeni, for any business that he is a majority owner or controls directly or  
7 indirectly, and that is engaged in conduct that affects compliance with this Order,  
8 must create and retain the following records: (a) accounting records showing the  
9 revenues from all goods or services sold; (b) personnel records showing, for each  
10 person providing services, whether as an employee or otherwise, that person's:  
11 name; addresses; telephone numbers; job title or position; dates of service; and (if  
12 applicable) the reason for termination; (c) records of all consumer complaints and  
13 refund requests, whether received directly or indirectly, such as through a third  
14 party, and any response; (d) all records necessary to demonstrate full compliance  
15 with each provision of this Order, including all submissions to the Commission;  
16 and (e) a copy of each unique advertisement or other marketing material.

17 **XIII. COMPLIANCE MONITORING**

18 **IT IS FURTHER ORDERED** that, for the purpose of monitoring  
19 Stipulating Defendants' compliance with this Order, including the financial  
20 attestations upon which all or part of the judgment was suspended and any failure  
21 to transfer any assets as required by this Order:

22 A. Within fourteen (14) days of receipt of a written request from a  
23 representative of the Commission, Stipulating Defendants must: submit additional  
24 compliance reports or other requested information, which must be sworn under  
25 penalty of perjury; appear for depositions; and produce documents for inspection  
26 and copying. The Commission is also authorized to obtain discovery, without

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1 further leave of court, using any of the procedures prescribed by Federal Rules of  
2 Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and  
3 69.

4 B. For matters concerning this Order, the Commission is authorized to  
5 communicate directly with Stipulating Defendants. Stipulating Defendants must  
6 permit representatives of the Commission to interview any employee or other  
7 person affiliated with Stipulating Defendants who has agreed to such an interview.  
8 The person interviewed may have counsel present.

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

15 D. Upon written request from a representative of the Commission, any  
16 consumer reporting agency must furnish consumer reports concerning Avinadav  
17 Rubeni, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.  
18 §1681b(a)(1).

#### 19 **XIV. ENTRY OF FINAL ORDER**

20 **IT IS FURTHER ORDERED** that there is no just reason for delay of entry  
21 of this final order, and that, pursuant to Federal Rule of Civil Procedure 54(b), the  
22 Clerk immediately shall enter this Order as a final order as to Stipulating  
23 Defendants.

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1 **XIV. RETENTION OF JURISDICTION**

2 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of  
3 this matter for all purposes.

4 **SO ORDERED**, this 7<sup>th</sup> day of August, 2018, at 11:00 a.m.

5 *S. James Otero*  
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7 THE HONORABLE S. JAMES OTERO  
8 UNITED STATES DISTRICT JUDGE  
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