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**United States District Court  
Central District of California**

FEDERAL TRADE COMMISSION,  
Plaintiff,

v.

GOOD EBUSINESS, LLC, also d/b/a  
AAP FIRM, STUDENT LOAN HELP  
DIRECT, and SELECT STUDENT  
LOAN; SELECT STUDENT LOAN  
HELP, LLC; SELECT DOCUMENT  
PREPARATION, INC.; TOBIAS  
WEST; and KOMAL WEST,  
Defendants, and  
BEVERLY HILLS TAX GROUP, LLC,  
Relief Defendant.

Case No. 2:16-cv-01048-ODW(JPR)

**JUDGMENT**

On March 8, 2016, Plaintiff Federal Trade Commission filed its First Amended Complaint against Defendants Good Ebusiness, LLC (doing business as AAP Firm, Student Loan Help Direct, and Select Student Loan), Select Student Loan Help, LLC,

1 Select Document Preparation, Inc., Tobias West, and Komal West (“Defendants”), as  
2 well as Relief Defendant Beverly Hills Tax Group, LLC (“Relief Defendant”) seeking  
3 monetary relief equal to revenues less chargebacks between August 2013 and the end  
4 of February 2016 (totaling \$2,329,456), disgorgement of all funds in Beverley Hills  
5 Tax Group’s accounts, and an injunction banning Defaulting Defendants from selling  
6 unsecured or secured debt relief products or services, making material  
7 misrepresentations in connection with any product or service, or making claims in  
8 connection with any product or service without possessing competent and reliable  
9 substantiation. (ECF No. 31.) The Clerk of Court entered a default against  
10 Defendants and Relief Defendant on March 29, 2016. (ECF No. 40.) On July 12,  
11 2016, this Court granted Plaintiffs’ Motion for Entry of Default Judgment against  
12 Defendant. (ECF No. 49.)

13 In accordance with that Order, it is hereby **ORDERED, ADJUDGED, and**  
14 **DECREED** as follows:

15 1. The FTC shall recover from Defendants the sum of Two Million Three  
16 Hundred Twenty Nine Thousand Four Hundred and Fifty-Six Dollars (\$2,329,456).

17 2. Relief Defendant relinquishes dominion and all legal and equitable right,  
18 title, and interest in favor of the FTC in all Beverly Hills Tax Group, LLC funds  
19 remaining after payment of the fees authorized by the Court to the court-appointed  
20 receiver, Tom McNamara. Payment to the FTC, if any, shall be made by the holder of  
21 the funds by electronic fund transfer in accordance with instructions provided to the  
22 holder of the funds by a representative of the Commission.

23 3. Defendants are permanently restrained and enjoined from advertising,  
24 marketing, promoting, offering for sale, or selling, or assisting others in the  
25 advertising, marketing, promoting, offering for sale, or selling, of any secured or  
26 unsecured debt relief product or service;

27 4. Defendants, and their officers, agents, employees, and attorneys, and all  
28 other persons or entities in active concert or participation with any of them, who

1 receive actual notice of this Order, whether acting directly or indirectly, in connection  
2 with the advertising, marketing, promoting, offering for sale, or selling of any  
3 financial product or service, are permanently restrained and enjoined from  
4 misrepresenting, or assisting others in misrepresenting, expressly or by implication:

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

- 7 1. Closing costs or other fees;
- 8 2. The payment schedule, monthly payment amount(s), any balloon  
9 payment, or other payment terms;
- 10 3. The interest rate(s), annual percentage rate(s), or finance charge(s), or  
11 whether they are fixed or adjustable;
- 12 4. The loan amount, credit amount, draw amount, or outstanding balance;  
13 the loan term, draw period, or maturity; or any other term of credit;
- 14 5. The amount of cash to be disbursed to the borrower out of the  
15 proceeds, or the amount of cash to be disbursed on behalf of the borrower  
16 to any third parties;
- 17 6. Whether any specified minimum payment amount covers both interest  
18 and principal, or whether the credit has or can result in negative  
19 amortization; or
- 20 7. That the credit does not have a prepayment penalty or whether  
21 subsequent refinancing may trigger a prepayment penalty and/or other  
22 fees;

23 B. The ability to improve or otherwise affect a consumer's credit record, credit  
24 history, credit rating, or ability to obtain credit, including that a consumer's  
25 credit record, credit history, credit rating, or ability to obtain credit can be  
26 improved by permanently removing current, accurate negative information from  
27 the consumer's credit record or history;

28 C. That a consumer will receive legal representation; or

1 D. Any other fact material to consumers concerning any financial product or  
2 service, such as the total costs; any material restrictions, limitations, or  
3 conditions; or any material aspect of its performance, efficacy, nature, or central  
4 characteristics.

5 5. Defendants, and their officers, agents, employees, and attorneys, and all  
6 other persons in active concert or participation with any of them, who receive actual  
7 notice of this Order, whether acting directly or indirectly, in connection with the sale  
8 of any product or service, are permanently restrained and enjoined from making any  
9 representation or assisting others in making any representation, expressly or by  
10 implication, about the benefits, performance, or efficacy of any product or service,  
11 unless the representation is non misleading, and, at the time such representation is  
12 made, Defendants possess and rely upon competent and reliable evidence that is  
13 sufficient in quality and quantity based on standards generally accepted in the relevant  
14 fields, when considered in light of the entire body of relevant and reliable evidence, to  
15 substantiate that the representation is true;

16 6. Defendants, and their officers, agents, employees, and attorneys, and all  
17 other persons in active concert or participation with any of them, who receive actual  
18 notice of this Order, whether acting directly or indirectly, in connection with  
19 advertising, marketing, promoting, offering for sale, or selling of any product, service,  
20 plan, or program, are hereby permanently restrained and enjoined from  
21 misrepresenting, or assisting others in misrepresenting, expressly or by implication:

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

26 B. That any person is affiliated with, endorsed or approved by, or otherwise  
27 connected to any other person; government entity; public, non-profit, or other  
28 noncommercial program; or any other program;

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

D. The person who will provide any product, service, plan, or program to any consumer;

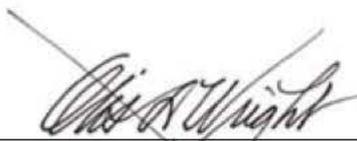
E. That any person providing a testimonial has purchased, received, or used the product, service, plan, or program;

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

G. Any other fact material to consumers concerning any good or service, such as the total costs; any material restrictions, limitations, or conditions; or any material

**IT IS SO ORDERED.**

July 12, 2016



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**OTIS D. WRIGHT, II**  
**UNITED STATES DISTRICT JUDGE**