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

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

IMPETUS ENTERPRISE, INC., et al.,

Defendants.

Case No. 8:18-cv-01987-JLS-KES

**STIPULATED ORDER FOR
PERMANENT INJUNCTION
AND MONETARY JUDGMENT
AS TO DEFENDANTS
CAPITAL SUN INVESTMENTS,
LLC, AND JIMMY CALDERON**

Officer: Hon. Josephine L. Staton
Courtroom: 10-A

Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its First Amended Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), under Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-08. The Commission and Defendants Capital Sun Investments LLC and Jimmy Calderon stipulate to the

1 entry of this Stipulated Order for Permanent Injunction and Monetary Judgment
2 (“Order”) to resolve all matters in dispute in this action between them.

3 THEREFORE, IT IS ORDERED as follows:

4 **FINDINGS**

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

19 **DEFINITIONS**

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

- 21 A. “**Assisting Others**” includes:
- 22 1. performing customer service functions, including receiving or
23 responding to consumer complaints;
- 24 2. formulating or providing, or arranging for the formulation or
25 provision of, any advertising or marketing material, including any
26 telephone sales script, direct mail solicitation, or the design, text, or
27 use of images of any Internet website, email, or other electronic
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1 communication;

- 2 3. formulating or providing, or arranging for the formulation or
3 provision of, any marketing support material or service, including web
4 or Internet Protocol addresses or domain name registration for any
5 Internet websites, affiliate marketing services, or media placement
6 services;
- 7 4. providing names of, or assisting in the generation of, potential
8 customers;
- 9 5. performing marketing, billing, or payment services of any kind; or
10 6. acting or serving as an owner, officer, director, manager, or principal
11 of any entity.

12 B. **“Corporate Defendant”** means Capital Sun Investments LLC d/b/a Studora,
13 and its successors and assigns.

14 C. **“Defendants”** means the Individual Defendant and the Corporate Defendant,
15 individually, collectively, or in any combination.

16 D. **“Financial Product or Service”** means any product, service, plan, or
17 program represented, expressly or by implication, to:

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

26 E. **“Individual Defendant”** means Jimmy Calderon a/k/a Jimmy Anthony
27 Mejia Calderon.
28

1 F. **“Person”** means any individual, group, unincorporated association, limited
2 or general partnership, corporation, or other business entity.

3 G. **“Receiver”** means Krista L. Freitag, whom this Court appointed as Receiver
4 in this case on November 13, 2018.

5 H. **“Secured or Unsecured Debt Relief Product or Service”** means:

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

10 a. stop, prevent, or postpone any mortgage or deed of foreclosure
11 sale for a Person’s dwelling, any other sale of collateral, any
12 repossession of a Person’s dwelling or other collateral, or
13 otherwise save a Person’s dwelling or other collateral from
14 foreclosure or repossession;

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

20 c. obtain any forbearance or modification in the timing of
21 payments from any secured or unsecured holder or servicer of
22 any mortgage, loan, debt, or obligation;

23 d. negotiate, obtain, or arrange any extension of the period of time
24 within which a Person may (i) cure his or her default on the
25 mortgage, loan, debt, or obligation, (ii) reinstate his or her
26 mortgage, loan, debt, or obligation, (iii) redeem a dwelling or
27 other collateral, or (iv) exercise any right to reinstate the
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1 mortgage, loan, debt, or obligation or redeem a dwelling or
2 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
5 dwelling or other 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
8 other disposition of a mortgage, loan, debt, or obligation other
9 than a sale to a third party that is not the secured or unsecured
10 loan holder.

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

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

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

18 b. combine unsecured loans, debts, or obligations into one or more
19 new loans, debts, or obligations.

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

24 **ORDER**

25 **I. BAN ON SECURED AND UNSECURED**
26 **DEBT RELIEF PRODUCTS AND SERVICES**

27 IT IS ORDERED that Defendants are permanently restrained and enjoined
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1 from advertising, marketing, promoting, offering for sale, or selling, or Assisting
2 Others in the advertising, marketing, promoting, offering for sale, or selling, of any
3 Secured or Unsecured Debt Relief Product or Service.

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

6 IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents,
7 employees, and attorneys, and all other Persons in active concert or participation
8 with any of them, who receive actual notice of this Order, whether acting directly
9 or indirectly, in connection with the advertising, marketing, promoting, offering for
10 sale, or selling of any Financial Product or Service, are permanently restrained and
11 enjoined from misrepresenting, or Assisting Others in misrepresenting, expressly
12 or by implication:

- 13 A. the terms or rates that are available for any loan or other extension of credit,
14 including:
- 15 1. closing costs or other fees;
 - 16 2. the payment schedule, monthly payment amount(s), any balloon
17 payment, or other payment terms;
 - 18 3. the interest rate(s), percentage rate(s), or finance charge(s), and
19 whether they are fixed or adjustable;
 - 20 4. the loan amount, credit amount, draw amount, or outstanding balance;
21 the loan term, draw period, or maturity; or any other term of credit;
 - 22 5. the amount of funds to be disbursed to the borrower out of the
23 proceeds, or the amount of funds to be disbursed on behalf of the
24 borrower to any third parties;
 - 25 6. whether any specified minimum payment amount covers both interest
26 and principal, and whether the credit has or can result in negative
27 amortization; or
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1 7. that the credit does not have a prepayment penalty or whether
2 subsequent refinancing may trigger a prepayment penalty and/or other
3 fees;

4 B. the ability to improve or otherwise affect a consumer's credit record, credit
5 history, credit rating, or ability to obtain credit, including that a consumer's
6 credit record, credit history, credit rating, or ability to obtain credit can be
7 improved by permanently removing current, accurate negative information
8 from the consumer's credit record or history;

9 C. that a consumer will receive legal representation;

10 D. its total costs; any material restrictions, limitations, or conditions; or any
11 material aspect of its performance, efficacy, nature, or central
12 characteristics; or

13 E. any other fact material to consumers concerning any good or service.

14 **III. PROHIBITION AGAINST MISREPRESENTATIONS**
15 **RELATING TO ANY PRODUCTS OR SERVICES**

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

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

27 B. that any Person is affiliated with, endorsed or approved by, or otherwise
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1 connected to any other Person; government entity; public, non-profit, or
2 other non-commercial program; or any other program;

3 C. the nature, expertise, position, or job title of any Person who provides any
4 product or service;

5 D. that any Person providing a testimonial has purchased, received, or used the
6 product or service;

7 E. that the experience represented in a testimonial of the product or service
8 represents the Person's actual experience resulting from the use of the
9 product or service under the circumstances depicted in the advertisement;

10 F. its total costs; any material restrictions, limitations, or conditions; or any
11 material aspect of its performance, efficacy, nature, or central
12 characteristics; or

13 G. any other fact material to consumers concerning any good or service.

14 **IV. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

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

26 **V. PROHIBITIONS RELATING TO TELEMARKETING PRACTICES**

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

- 5 A. misrepresenting the identity of the seller or telemarketer;
- 6 B. misrepresenting Defendants' relationship with the seller or telemarketer; or
- 7 C. violating the Telemarketing Sales Rule, 16 C.F.R. Part 310, attached as
8 Appendix A.

9 **VI. MONETARY JUDGMENT AND SUSPENSION**

10 IT IS FURTHER ORDERED that:

- 11 A. Judgment in the amount of One Million Three Hundred and Thirteen
12 Thousand Dollars (\$1,313,000) is entered in favor of the Commission
13 against Defendants as equitable monetary relief.
- 14 B. The judgment is suspended subject to the Subsections below.
- 15 C. The Commission's agreement to the suspension of the judgment is expressly
16 premised upon the truthfulness, accuracy, and completeness of Defendants'
17 sworn financial statements and related documents (collectively, "financial
18 representations") submitted to the Commission, namely:
 - 19 1. the Financial Statement of Individual Defendant signed on February
20 22, 2019, and all accompanying documents;
 - 21 2. the Financial Statement of Corporate Defendant signed on February
22 28, 2019, and all accompanying documents;
 - 23 3. the Financial Statement of Premier Capital Investments LLC signed
24 on February 28, 2019, and all accompanying documents;
 - 25 4. all documents produced to the FTC by Defendants' counsel on the
26 following dates: March 20, 2019; April 15, 2019; April 22, 2019;
27 April 23, 2019; April 26, 2019.

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

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

12 **VII. ADDITIONAL MONETARY PROVISIONS**

13 IT IS FURTHER ORDERED that:

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

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

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

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

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

16 F. Upon entry of this Order, the asset freeze is dissolved as to Premier Capital
17 Investments LLC and Defendants Capital Sun Investments LLC and Jimmy
18 Calderon without further order of the Court.

19 **VIII. CUSTOMER INFORMATION**

20 IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents,
21 employees, and attorneys, and all other Persons in active concert or participation
22 with any of them, who receive actual notice of this Order, whether acting directly
23 or indirectly, are permanently restrained and enjoined from directly or indirectly:

24 A. failing to provide sufficient customer information to enable the Commission
25 to efficiently administer consumer redress. If a representative of the
26 Commission requests in writing any information related to redress,
27 Defendant must provide it, in the form prescribed by the Commission,
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1 within 14 days.

- 2 B. disclosing, using, or benefitting from customer information, including the
3 name, address, telephone number, email address, social security number,
4 other identifying information, or any data that enables access to a customer's
5 account (including a credit card, bank account, or other financial account),
6 that Defendants or any of their co-defendants obtained prior to entry of this
7 Order in connection with the marketing and sale of debt relief services; and
8 C. failing to destroy such customer information in all forms in their possession,
9 custody, or control within 30 days after receipt of written direction to do so
10 from a representative of the Commission.

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

14 **IX. COOPERATION**

15 IT IS FURTHER ORDERED that Defendants must fully cooperate with
16 representatives of the Commission and the Receiver in this case and in any
17 investigation related to or associated with the transactions or the occurrences that
18 are the subject of the Complaint. Defendants must provide truthful and complete
19 information, evidence, and testimony. Defendants must appear and cause their
20 employees, representatives, or agents to appear for interviews, discovery, hearings,
21 trials, and any other proceedings that a Commission representative may reasonably
22 request upon 5 days written notice, or other reasonable notice, at such places and
23 times as a Commission representative may designate, without the service of a
24 subpoena.

25 **X. TERMINATION OF RECEIVERSHIP AS TO CAPITAL SUN** 26 **INVESTMENTS LLC AND PREMIER CAPITAL INVESTMENTS LLC**

27 IT IS FURTHER ORDERED that the Receiver must complete all duties as
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1 to Capital Sun Investments LLC and Premier Capital Investments LLC within 120
2 days after entry of this Order, but any party or the Receiver may request that the
3 Court extend that term for good cause.

4 **XI. ORDER ACKNOWLEDGMENT**

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

- 7 A. each Defendant, within 7 days of entry of this Order, must submit to the
8 Commission an acknowledgment of receipt of this Order sworn under
9 penalty of perjury.
- 10 B. for 5 years after entry of this Order, the Individual Defendant for any
11 business that he, individually or collectively with the Corporate Defendant,
12 is the majority owner or controls directly or indirectly, and the Corporate
13 Defendant, must deliver a copy of this Order to:
- 14 1. all principals, officers, directors, and LLC managers and members;
 - 15 2. all employees having managerial responsibilities for Telemarketing
16 and all agents and representatives who participate in Telemarketing;
17 and
 - 18 3. any business entity resulting from any change in structure as set forth
19 in the Section titled Compliance Reporting. Delivery must occur
20 within 7 days of entry of this Order for current Personnel. For all
21 others, delivery must occur before they assume their responsibilities.
- 22 C. In any other business, such as one in which a Defendant is an employee
23 without any ownership or control, that Defendant must deliver a copy of this
24 Order to all principals and managers of the business before participating in
25 Telemarketing;
- 26 D. from each individual or entity to which a Defendant delivered a copy of this
27 Order, that Defendant must obtain, within 30 days, a signed and dated
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1 acknowledgment of receipt of this Order.

2 **XII. COMPLIANCE REPORTING**

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

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

7 1. Each Defendant must: (a) identify the primary physical, postal, and
8 email address and telephone number, as designated points of contact,
9 which representatives of the Commission may use to communicate
10 with Defendant; (b) identify all of that Defendant's businesses by all
11 of their names, telephone numbers, and physical, postal, email, and
12 Internet addresses; (c) describe the activities of each business,
13 including the goods and services offered, the means of advertising,
14 marketing, and sales, and the involvement of any co-defendants in this
15 case (which the Individual Defendant must describe if he knows or
16 should know due to his own involvement); (d) describe in detail
17 whether and how that Defendant is in compliance with each Section
18 of this Order; and (e) provide a copy of each Order Acknowledgment
19 obtained pursuant to this Order, unless previously submitted to the
20 Commission.

21 2. Additionally, the Individual Defendant must: (a) identify all
22 telephone numbers and all physical, postal, email and Internet
23 addresses, including all residences; (b) identify all business activities,
24 including any business for which such Defendant performs services
25 whether as an employee or otherwise and any entity in which such
26 Defendant has any ownership interest; and (c) describe in detail such
27 Defendant's involvement in each such business, including title, role,
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1 responsibilities, participation, authority, control, and any ownership.

2 B. For 20 years after entry of this Order, each Defendant must submit a
3 compliance notice, sworn under penalty of perjury, within 14 days of any
4 change in the following:

5 1. Each Defendant must report any change in: (a) any designated point
6 of contact; or (b) the structure of any Corporate Defendant or any
7 entity that Defendant has any ownership interest in or controls directly
8 or indirectly that may affect compliance obligations arising under this
9 Order, including: creation, merger, sale, or dissolution of the entity or
10 any subsidiary, parent, or affiliate that engages in any acts or practices
11 subject to this Order.

12 2. Additionally, each Individual Defendant must report any change in:
13 (a) name, including aliases or fictitious name, or residence address; or
14 (b) title or role in any business activity, including any business for
15 which such Defendant performs services whether as an employee or
16 otherwise and any entity in which such Defendant has any ownership
17 interest, and identify the name, physical address, and any Internet
18 address of the business or entity.

19 C. Each Defendant must submit to the Commission notice of the filing of any
20 bankruptcy petition, insolvency proceeding, or similar proceeding by or
21 against such Defendant within 14 days of its filing.

22 D. Any submission to the Commission required by this Order to be sworn under
23 penalty of perjury must be true and accurate and comply with 28 U.S.C.
24 § 1746, such as by concluding: “I declare under penalty of perjury under the
25 laws of the United States of America that the foregoing is true and correct.
26 Executed on: _____” and supplying the date, signatory’s full name, title (if
27 applicable), and signature.
28

1 E. Unless otherwise directed by a Commission representative in writing, all
2 submissions to the Commission pursuant to this Order must be emailed to
3 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service)
4 to: Associate Director for Enforcement, Bureau of Consumer Protection,
5 Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington,
6 DC 20580. The subject line must begin: FTC v. Calderon, x140035.
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8 **XIII. RECORDKEEPING**

9 IT IS FURTHER ORDERED that Defendants must create certain records for
10 10 years after entry of the Order, and retain each such record for 5 years.
11 Specifically, the Corporate Defendant and the Individual Defendant for any
12 business that such Defendant, individually or collectively with any other co-
13 defendants in this case, is a majority owner or controls directly or indirectly, must
14 create and retain the following records:

- 15 A. accounting records showing the revenues from all goods or services sold;
16 B. personnel records showing, for each Person providing services, whether as
17 an employee or otherwise, that Person's: name; addresses; telephone
18 numbers; job title or position; dates of service; and (if applicable) the reason
19 for termination;
20 C. records of all consumer complaints and refund requests, whether received
21 directly or indirectly, such as through a third party, and any response;
22 D. all records necessary to demonstrate full compliance with each provision of
23 this Order, including all submissions to the Commission; and
24 E. a copy of each unique advertisement or other marketing material, including
25 scripts used in Telemarketing.

26 **XIV. COMPLIANCE MONITORING**

27 IT IS FURTHER ORDERED that, for the purpose of monitoring
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1 Defendants' compliance with this Order, including the financial representations
2 upon which the judgment was suspended and any failure to transfer assets required
3 by this Order:

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

12 B. For matters concerning this Order, the Commission is authorized to
13 communicate directly with each Defendant. Defendant must permit
14 representatives of the Commission to interview any employee or other
15 Person affiliated with any Defendant who has agreed to such an interview.
16 The Person interviewed may have counsel present.

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

23 D. Upon written request from a representative of the Commission, any
24 consumer reporting agency must furnish consumer reports concerning
25 Defendant Calderon, pursuant to Section 604(1) of the Fair Credit Reporting
26 Act, 15 U.S.C. §1681b(a)(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.

IT IS SO ORDERED.

DATED: June 18, 2019



THE HONORABLE JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE

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SO STIPULATED AND AGREED:

FOR PLAINTIFF FEDERAL TRADE COMMISSION:

Date: _____
Joshua S. Millard, Attorney
Brian M. Welke, Attorney
Federal Trade Commission
Washington, DC 20580
202-326-2454 (Millard)
202-326-2897 (Welke)
202-326-3197 (fax)
jmillard@ftc.gov
bwelke@ftc.gov

FOR DEFENDANTS:

Date: _____
Michael Thurman, Esq.
Thurman Legal
1055 E. Colorado Blvd., 5th Floor
Pasadena, CA 91106
626-399-6205
626-380-4880 (fax)
COUNSEL FOR JIMMY CALDERON
AND CAPITAL SUN INVESTMENTS, LLC

**DEFENDANTS JIMMY CALDERON
AND CAPITAL SUN INVESTMENTS, LLC:**

Date: _____
JIMMY CALDERON, INDIVIDUALLY
AND AS AN OFFICER OF CAPITAL
SUN INVESTMENTS, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

IMPETUS ENTERPRISE, INC., et al.,

Defendants.

Case No. 8:18-cv-01987-JLS-KES

**ACKNOWLEDGEMENT BY
DECLARATION OF RECEIPT OF
ORDER BY DEFENDANTS**

1. My name is Jimmy Calderon. I am a U.S. citizen over the age of eighteen, and I have personal knowledge of the facts set forth in this Acknowledgment.

2. I was a Defendant in *FTC v. Impetus Enterprise, Inc., et al.*, which is the court case listed near the top of this page. Additionally, I am an officer of Capital Sun Investments, LLC, which was also a Defendant in that same case.

3. On _____, 2019, I received a copy of the Stipulated Order for Permanent Injunction and Monetary Judgment as to Defendants Capital Sun Investments, LLC and Jimmy Calderon, which was signed by the Honorable Josephine L. Staton and entered by the Court on _____, 2019.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____, 2019.

Jimmy Calderon

State of _____, City of _____

Subscribed and sworn to before me
this ____ day of _____, 201__.

Notary Public

My commission expires: _____

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

IMPETUS ENTERPRISE, INC., et al.,

Defendants.

Case No. 8:18-cv-01987-JLS-KES

**ACKNOWLEDGMENT BY
DECLARATION OF RECEIPT OF
ORDER BY A NON-PARTY**

1. I, _____, received a copy of the Stipulated Order for Permanent Injunction and Monetary Judgment as to Defendants Capital Sun Investments, LLC and Jimmy Calderon in the case of *FTC v. Impetus Enterprise, Inc., et al.*, on _____, 20____.

2. I was not a Defendant in that court case. My title or relationship with Defendant(s) _____ is: _____.

3. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____, 20____.

Signed:

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