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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,  
  
Plaintiff,  
  
v.  
  
ACCOUNTING BUSINESS  
CONSULTANTS, INC., a California  
corporation, also d/b/a NATIONAL  
AMENDMENT ASSISTANCE,  
NATIONWIDE ADVOCACY  
ADJUSTMENT, UNITED  
ADVOCACY COUNSELING,  
N.A.A., NATIONAL ACCOUNTING  
ASSISTANCE, U.A.C.,  
NATIONWIDE INTAKE, and  
AMERICAN COMPLIANCE;  
  
ACCOUNTING BUSINESS  
CONSULTANTS, INC., a Nevada  
corporation, also d/b/a NATIONAL  
ADVOCACY ADJUSTMENT,

Case No. 8:26-cv-01297-JVS-(PDx)

**ORDER RE EX PARTE  
TEMPORARY RESTRAINING  
ORDER WITH ASSET FREEZE,  
APPOINTMENT OF A TEMPORARY  
RECEIVER, AND OTHER  
EQUITABLE RELIEF, AND ORDER  
TO SHOW CAUSE WHY A  
PRELIMINARY INJUNCTION  
SHOULD NOT ISSUE AND A  
PERMANENT RECEIVER SHOULD  
NOT BE APPOINTED [2]**

**NOTE CHANGES IN BOLD**

1 NATIONWIDE ADVOCACY  
2 ADJUSTMENT, N.A.A., and U.A.C.;

3 ACCOUNTING SERVICE  
4 PROVIDERS, INC., a California  
5 corporation, also d/b/a NATIONAL  
6 AMENDMENT ASSISTANCE,  
7 PROCESSING SERVICE  
8 PROVIDERS, N.A.A., A.L.A.,  
9 ACCOUNTING ADMINISTRATION  
10 SERVICES, U.A.C., and AMERICAN  
11 AFFORDABILITY SERVICES;

12 AMSTER BEENE PARTNERS, INC.,  
13 a California corporation, also d/b/a  
14 ENTITLEMENT PROCESSING  
15 SERVICES EPS, EPS-AALS,  
16 AMERICAN COMPLIANCE,  
17 AMERICAN ELIGIBILITY  
18 SERVICES, and AMERICAN  
19 ENTITLEMENT ASSISTANCE;

20 ASSERTIVE LOAN ADVISORS,  
21 INC., a California corporation, also  
22 d/b/a UNIVERSAL LEGAL  
23 ADVOCACY, ALLIED SERVICES,  
24 ASSERTIVE SERVICES, A.L.A., and  
25 U.L.A.;

26 INDEPENDENT ACCOUNTING  
27 CONSULTING, INC., a California  
28 corporation, also d/b/a NATIONWIDE  
ADVOCACY ADJUSTMENT,  
N.A.A.;

UNITED ADMINISTRATION  
COUNSELING, INC., a California  
corporation, also d/b/a UNITED  
ADVOCACY COUNSELING,  
U.A.C., and UNITED INTAKE;

1 UNITED BOOKKEEPING  
2 SERVICES, INC., a California  
3 corporation, also d/b/a ALLIED  
4 LEGAL ASSISTANCE, ALLIED  
5 LOAN ADMINISTRATION, A.L.A.,  
6 N.A.A., P.P.D.S., U.A.C., and  
7 ALLIED CONSUMER  
8 ASSISTANCE;

9 MARINUS PIETER VAN  
10 ZWEEDEN, a/k/a MARCEL VAN  
11 ZWEEDEN, MARINUS  
12 VANZWEEDEN, MARCEL  
13 VANZWEEDEN, MARINUS VAN  
14 SWEEDEN, MARSHALL ZELLER,  
15 and MICHAEL ZIMMER,  
16 individually and as an officer of  
17 Accounting Business Consultants, Inc.  
18 (NV), Accounting Service Providers,  
19 Inc., and Amster Beene Partners, Inc.;

20 MARTIN HOWARD RUB, a/k/a  
21 MARTIN RUBEN, individually and  
22 as an officer of Accounting Business  
23 Consultants, Inc. (CA) and  
24 Independent Accounting Consulting,  
25 Inc.; and

26 SUSAN JANE BUSTAMANTE a/k/a  
27 SUE BUSTAMANTE, SUSAN  
28 BUSTAMANTES, and SUSAS  
BUSTAMANTE, individually and as  
an officer of Assertive Loan Advisors,  
Inc., United Administration  
Counseling, Inc., and United  
Bookkeeping Services, Inc.,

Defendants.

1 Plaintiff, the Federal Trade Commission, has filed its Complaint for  
2 Permanent Injunction, Monetary Judgment, and Other Relief pursuant to Section  
3 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§  
4 53(b), 57b, and has applied, pursuant to Fed. R. Civ. P. 65(b), for a temporary  
5 restraining order, asset freeze, other equitable relief, and an order to show cause  
6 why a preliminary injunction should not issue, and a permanent receiver should not  
7 be appointed, against Accounting Business Consultants, Inc. (CA), Accounting  
8 Business Consultants, Inc. (NV), Accounting Service Providers, Inc., Amster  
9 Beene Partners, Inc., Assertive Loan Advisors, Inc., Independent Accounting  
10 Consulting, Inc., United Administration Counseling, Inc., United Bookkeeping  
11 Services, Inc., Marinus Pieter Van Zweeden, Martin Howard Rub, and Susan Jane  
12 Bustamante.

### 13 FINDINGS OF FACT

14 The Court, having considered the Complaint, the *Ex Parte* Application for a  
15 Temporary Restraining Order, etc., and the declarations, exhibits, and the  
16 memorandum of points and authorities filed in support thereof, finds that:

17 A. This Court has jurisdiction over the subject matter of this case, and  
18 there is good cause to believe that it will have jurisdiction over all parties hereto  
19 and that venue in this district is proper.

20 B. There is good cause to believe that, in numerous instances,  
21 Defendants:

- 22 (1) have deceptively represented to consumers that Defendants will  
23 obtain mortgage loan modifications for consumers that will  
24 make consumers’ monthly mortgage payments substantially  
25 more affordable and/or will substantially lower their mortgage  
26 interest rates;

- 1 (2) have deceptively represented the likelihood that purchasers of  
2 their services will obtain mortgage loans modifications that will  
3 make their payments substantially more affordable;
- 4 (3) have deceptively represented the amount of time it would take  
5 Defendants to accomplish services or results Defendants  
6 represented they would provide;
- 7 (4) have deceptively represented to consumers that Defendants'  
8 mortgage assistance relief services are associated with a federal  
9 government homeowner assistance plan;
- 10 (5) have deceptively represented that consumers who purchase  
11 Defendants' services are not obligated to, or should not, make  
12 their scheduled monthly mortgage payments, pursuant to the  
13 terms of the consumer's dwelling loan;
- 14 (6) have deceptively represented consumers' obligation to make  
15 scheduled periodic payments or any other payments pursuant to  
16 the terms of the consumer's dwelling loan;
- 17 (7) have asked for or received payment from consumers for  
18 mortgage assistance relief services (a) before Defendants or  
19 consumers have obtained an offer of mortgage assistance relief  
20 from the consumer's dwelling loan holder or servicer or before,  
21 or (b) before consumers have executed a written agreement  
22 between the consumer and the dwelling loan holder or servicer  
23 that incorporates the offer of mortgage assistance relief that the  
24 Defendants obtained from the consumer's dwelling loan holder  
25 or servicer: and
- 26 (8) have failed to make the following disclosures in their  
27 communications with consumers:  
28

- 1 (a) “[Name of Company] is not associated with the  
2 government, and our service is not approved by the  
3 government or your lender”;
- 4 (b) “Even if you accept this offer and use our service, your  
5 lender may not agree to change your loan”;
- 6 (c) “You may stop doing business with us at any time. You  
7 may accept or reject the offer of mortgage assistance we  
8 obtain from your lender [or servicer]. If you reject the  
9 offer, you do not have to pay us. If you accept the offer,  
10 you will have to pay us [insert amount or method for  
11 calculating the amount] for our services”;
- 12 (d) “[Name of company] is not associated with the  
13 government, and our service is not approved by the  
14 government or your lender”; and
- 15 (e) “If you stop paying your mortgage, you could lose your  
16 home and damage your credit rating.”

17 C. There is good cause to believe that Defendants have engaged in and  
18 are likely to engage in acts or practices that violate Section 5(a) of the FTC Act, 15  
19 U.S.C. § 45(a), the Mortgage Assistance Relief Services (“MARS”) Rule, 12  
20 C.F.R. § 1015, and Section 521 of the Gramm-Leach-Bliley Act (“GLBA”), 15  
21 U.S.C. § 6821(a)(2), and that the FTC is likely to prevail on the merits of this  
22 action. As demonstrated by the consumer declarations, consumer complaints,  
23 business records, bank records, and the additional documentation filed by the FTC,  
24 the FTC has established a likelihood of success in showing that Defendants have  
25 falsely, deceptively, and unlawfully marketed, advertised, and sold mortgage relief  
26 assistance services in violation of the FTC Act, MARS Rule, and GLBA.

1 D. There is good cause to believe that immediate and irreparable harm  
2 will result from Defendants' ongoing violations of the FTC Act, MARS Rule, and  
3 GLBA unless Defendants are restrained and enjoined by order of this Court.

4 E. There is good cause to believe that immediate and irreparable damage  
5 to the Court's ability to grant effective final relief for consumers – including  
6 monetary restitution, rescission, or refunds – will occur from the sale, transfer,  
7 destruction or other disposition or concealment by Defendants of their assets or  
8 records, unless Defendants are immediately restrained and enjoined by order of  
9 this Court; and that, in accordance with Fed. R. Civ. P. 65(b) and Local Rule 7-  
10 19.2, the interests of justice require that this Order be granted without prior notice  
11 to Defendants. Thus, there is good cause for relieving Plaintiff of the duty to  
12 provide Defendants with prior notice of its Application for a Temporary  
13 Restraining Order and any other ex parte application filed concurrently therewith;

14 F. Good cause exists for appointing a temporary receiver over the  
15 Receivership Entities, freezing Defendants' assets, permitting the Plaintiff and the  
16 Receiver immediate access to the Defendants' business premises, and permitting  
17 the Plaintiff and the Receiver to take expedited discovery.

18 G. Weighing the equities and considering Plaintiff's likelihood of  
19 ultimate success on the merits, a temporary restraining order with an asset freeze,  
20 the appointment of a temporary receiver, immediate access to business premises,  
21 expedited discovery, and other equitable relief is in the public interest.

22 H. This Court has authority to issue this Order pursuant to Sections 13(b)  
23 and 19 of the FTC Act, 15 U.S.C. §§ 53(b); Federal Rule of Civil Procedure 65;  
24 and the All Writs Act, 28 U.S.C. § 1651.

25 I. No security is required of any agency of the United States for issuance  
26 of a temporary restraining order. Fed. R. Civ. P. 65(c).

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1 **DEFINITIONS**

2 For the purpose of this Order, the following definitions shall apply:

3 A. **“Asset”** means any legal or equitable interest in, right to, or claim to,  
4 any property, wherever located and by whomever held.

5 B. **“Corporate Defendant(s)”** means Accounting Business Consultants,  
6 Inc. (CA), Accounting Business Consultants, Inc. (NV), Accounting Servicing  
7 Providers, Inc., Amster Beene Partners, Inc., Assertive Loan Advisors, Inc.,  
8 Independent Accounting Consulting, Inc., United Administration Counseling, Inc.,  
9 United Bookkeeping Services, Inc., individually, collectively, or in any  
10 combination, and each of their subsidiaries, affiliates, successors, and assigns.

11 C. **“Defendant(s)”** means the Corporate Defendants and the Individual  
12 Defendants, individually, collectively, or in any combination.

13 D. **“Document”** is synonymous in meaning and equal in scope to the  
14 usage of “document” and “electronically stored information” in Federal Rule of  
15 Civil Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings,  
16 graphs, charts, photographs, sound and video recordings, images, Internet sites,  
17 web pages, websites, electronic correspondence, including e-mail and instant  
18 messages, contracts, accounting data, advertisements, FTP Logs, Server Access  
19 Logs, books, written or printed records, handwritten notes, telephone logs,  
20 telephone scripts, receipt books, ledgers, personal and business canceled checks  
21 and check registers, bank statements, appointment books, computer records,  
22 customer or sales databases and any other electronically stored information,  
23 including Documents located on remote servers or cloud computing systems, and  
24 other data or data compilations from which information can be obtained directly or,  
25 if necessary, after translation into a reasonably usable form. A draft or non-  
26 identical copy is a separate document within the meaning of the term.

1 E. **“Dwelling”** means a residential structure containing four or fewer  
2 units, whether or not that structure is attached to real property, that is primarily for  
3 personal, family, or household purpose, including without limitation a house, an  
4 individual condominium unit, cooperative unit, mobile home, manufactured home,  
5 or trailer.

6 F. **“Dwelling Loan”** or **“Mortgage”** means any loan secured by a  
7 dwelling, and any associated deed of trust or mortgage.

8 G. **“Electronic Data Host”** means any person or entity in the business of  
9 storing, hosting, or otherwise maintaining electronically stored information. This  
10 includes, but is not limited to, any entity hosting a website or server, and any entity  
11 providing “cloud based” electronic storage.

12 H. **“Individual Defendant(s)”** means Marinus Pieter Van Zweeden,  
13 Martin Howard Rub, and Susan Jane Bustamante, individually, collectively, or in  
14 any combination.

15 I. **“Mortgage Assistance Relief Service”** means any service, plan, or  
16 program, offered or provided to a consumer in exchange for consideration, that is  
17 represented, expressly or by implication, to assist or attempt to assist the consumer  
18 with any of the following:

19  
20 (1) Stopping, preventing, or postponing any mortgage or deed of trust  
21 foreclosure sale for the consumer's dwelling, any repossession of the  
22 consumer's dwelling, or otherwise saving the consumer's dwelling from  
foreclosure or repossession;

23 (2) Negotiating, obtaining, or arranging a modification of any term of a  
24 dwelling loan, including a reduction in the amount of interest, principal  
25 balance, monthly payments, or fees;

26 (3) Obtaining any forbearance or modification in the timing of payments  
27 from any dwelling loan holder or servicer on any dwelling loan;  
28

1 (4) Negotiating, obtaining, or arranging any extension of the period of time  
2 within which the consumer may:

3 (i) Cure his or her default on a dwelling loan,

4 (ii) Reinstate his or her dwelling loan,

5 (iii) Redeem a dwelling, or

6 (iv) Exercise any right to reinstate a dwelling loan or redeem a  
7 dwelling;

8  
9 (5) Obtaining any waiver of an acceleration clause or balloon payment  
10 contained in any promissory note or contract secured by any dwelling; or

11 (6) Negotiating, obtaining or arranging:

12 (i) A short sale of a dwelling,

13 (ii) A deed-in-lieu of foreclosure, or

14 (iii) Any other disposition of a dwelling other than a sale to a third  
15 party who is not the dwelling loan holder.

16 J. “**Receiver**” means the temporary receiver appointed in Section XIII of  
17 this Order and any deputy receivers that shall be named by the temporary receiver.

18 K. “**Receivership Entities**” means Corporate Defendants as well as any  
19 other entity that has conducted any business related to mortgage assistance relief  
20 services, including receipt of Assets derived from any activity that is the subject of  
21 the Complaint in this matter, and that the Receiver determines is controlled or  
22 owned by any Defendant.

23 **ORDER**

24 **L. PROHIBITED MISREPRESENTATIONS**

25 **IT IS THEREFORE ORDERED** that Defendants, Defendants’ officers,  
26 agents, employees, and attorneys, and all other persons in active concert or  
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1 participation with them, who receive actual notice of this Order by personal service  
2 or otherwise, whether acting directly or indirectly, in connection with the  
3 advertising, marketing, promoting, or offering for sale of any goods or services—  
4 including but not limited to mortgage assistance relief services—are temporarily  
5 restrained and enjoined from misrepresenting or assisting others in  
6 misrepresenting, expressly or by implication, any material fact, including, but not  
7 limited to:

8       A.     Misrepresenting that any Defendant will obtain mortgage loan  
9 modifications for consumers, or that any service purchased from or offered by any  
10 Defendant is likely to result in a mortgage loan modification;

11       B.     Misrepresenting the likelihood that purchasers of any service offered  
12 by any Defendant will receive mortgage loans modifications that will make their  
13 payments or interest rate substantially lower or more affordable;

14       C.     Misrepresenting the amount of time it will take or is likely to take any  
15 Defendant to accomplish any services or results that any Defendant has represented  
16 that any Defendant would provide;

17       D.     Misrepresenting the existence, the extent, or the nature of any  
18 Defendant's association, affiliation, or connection with any government agency,  
19 program, or plan, including but not limited to misrepresenting that any Defendant—  
20 —or that or any service offered by any Defendant—is part of, is affiliated with, is  
21 endorsed or approved by, or is otherwise associated with the United States  
22 government, a governmental homeowner assistance plan, or a Federal, State, or  
23 local government agency, unit, or department.

24       E.     Misrepresenting that a consumer who purchases or has purchased  
25 Defendants' services is not obligated to, or should not, make the consumer's  
26 scheduled monthly mortgage payments pursuant to the terms of the consumer's  
27 mortgage or other dwelling loan;

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1 F. Misrepresenting any consumer's obligation to make scheduled  
2 periodic payments or any other payments pursuant to the terms of the consumer's  
3 mortgage or other dwelling loan;

4 G. Misrepresenting that a consumer who purchases Defendants' services,  
5 or that such a consumer's dwelling, is protected from foreclosure or cannot be  
6 subject to any foreclosure process while the consumer is paying for or utilizing  
7 Defendants' services; and

8 H. Misrepresenting that a consumer who purchases Defendants' services  
9 should not communicate with their lender or any other financial institution in  
10 connection with their mortgage.

11  
12 **II. PROHIBITION ON REQUESTING OR ACCEPTING PAYMENT OF**  
13 **ADVANCE FEES**

14 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
15 agents, employees, and attorneys, and all other persons in active concert or  
16 participation with any of them, who receive actual notice of this Order, whether  
17 acting directly or indirectly, in connection with the providing, offering to provide,  
18 or arranging for others to provide mortgage assistance relief services, are hereby  
19 temporarily restrained and enjoined from requesting or receiving payment of any  
20 fee or other consideration for any mortgage assistance relief service before the  
21 consumer has executed a written agreement with the consumer's loan holder or  
22 servicer incorporating the offer of mortgage assistance relief that a Defendant  
23 obtained from the loan holder or servicer on the consumer's behalf;

24 **III. REQUIRED DISCLOSURES**

25 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
26 agents, employees, and attorneys, and all other persons in active concert or  
27 participation with any of them, who receive actual notice of this Order, whether  
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1 acting directly or indirectly, in connection with the providing, offering to provide,  
2 or arranging for others to provide mortgage assistance relief services, are hereby  
3 temporarily restrained and enjoined from:

4 A. Failing to disclose the following information in all general  
5 commercial communications regarding mortgage assistance relief services:

- 6 1. “[Name of Company] is not associated with the government,  
7 and our service is not approved by the government or your  
8 lender” and
- 9 2. “Even if you accept this offer and use our service, your lender  
10 may not agree to change your loan.”

11 B. Failing to disclose the following information in all consumer-specific  
12 commercial communications regarding mortgage assistance relief services:

- 13 1. “[Name of Company] is not associated with the government,  
14 and our service is not approved by the government or your  
15 lender.”
- 16 2. “You may stop doing business with us at any time. You may  
17 accept or reject the offer of mortgage assistance we obtain from  
18 your lender [or servicer]. If you reject the offer, you do not have  
19 to pay us. If you accept the offer, you will have to pay us [insert  
20 amount or method for calculating the amount] for our services.”
- 21 3. “Even if you accept this offer and use our service, your lender  
22 may not agree to change your loan.”
- 23 4. “If you stop paying your mortgage, you could lose your home  
24 and damage your credit rating.”

25 **IV. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

26 **IT IS FURTHER ORDERED** that Defendants, Defendants’ officers,  
27 agents, employees, and attorneys, and all other persons in active concert or  
28

1 participation with any of them, who receive actual notice of this Order, whether  
2 acting directly or indirectly, are hereby temporarily restrained and enjoined from:

3 A. Selling, renting, leasing, transferring, or otherwise disclosing, the  
4 name, address, birth date, telephone number, email address, credit card number,  
5 bank account number, Social Security number, or other financial or identifying  
6 information of any person that any Defendant obtained in connection with any  
7 activity that pertains to the subject matter of this Order; and

8 B. Benefitting from or using the name, address, birth date, telephone  
9 number, email address, credit card number, bank account number, Social Security  
10 number, or other financial or identifying information of any person that any  
11 Defendant obtained in connection with any activity that pertains to the subject  
12 matter of this Order.

13 Provided, however, that Defendants may disclose such identifying  
14 information to a law enforcement agency, to their attorneys as required for their  
15 defense, as required by any law, regulation, or court order, or in any filings,  
16 pleadings or discovery in this action in the manner required by the Federal Rules of  
17 Civil Procedure and by any protective order in the case.

#### 18 V. ASSET FREEZE

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

23 A. Transferring, liquidating, converting, encumbering, pledging, loaning,  
24 selling, concealing, dissipating, disbursing, assigning, relinquishing, spending,  
25 withdrawing, granting a lien or security interest or other interest in, or otherwise  
26 disposing of any Assets that are:

27 1. owned or controlled, directly or indirectly, by any Defendant;  
28

1           2.     held, in part or in whole, for the benefit of any Defendant;  
2           3.     in the actual or constructive possession of any Defendant; or  
3           4.     owned or controlled by, in the actual or constructive possession of, or  
4 otherwise held for the benefit of, any corporation, partnership, asset protection  
5 trust, or other entity that is directly or indirectly owned, managed or controlled by  
6 any Defendant.

7           B.     Opening or causing to be opened any safe deposit boxes, commercial  
8 mailboxes, or storage facilities titled in the name of any Defendant or subject to  
9 access by any Defendant, except as necessary to comply with written requests from  
10 the Receiver acting pursuant to its authority under this Order;

11          C.     Incurring charges or cash advances on any credit, debit, or ATM card  
12 issued in the name, individually or jointly, of any Corporate Defendant or any  
13 corporation, partnership, or other entity directly or indirectly owned, managed, or  
14 controlled by any Defendant or of which any Defendant is an officer, director,  
15 member, or manager. This includes any corporate bankcard or corporate credit  
16 card account for which any Defendant is, or was on the date that this Order was  
17 signed, an authorized signor; or

18          D.     Cashing any checks or depositing any money orders or cash received  
19 from consumers, clients, or customers of any Defendant.

20          The Assets affected by this Section shall include: (1) all Assets of  
21 Defendants as of the time this Order is entered; and (2) Assets obtained by  
22 Defendants after this Order is entered if those Assets are derived from any activity  
23 that is the subject of the Complaint in this matter or that is prohibited by this Order.  
24 This Section does not prohibit any transfers to the Receiver or repatriation of  
25 foreign Assets specifically required by this order.

1 **VI. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

2 **IT IS FURTHER ORDERED** that any financial or brokerage institution,  
3 Electronic Data Host, credit card processor, payment processor, merchant bank,  
4 acquiring bank, independent sales organization, third party processor, payment  
5 gateway, insurance company, business entity, or person who receives actual notice  
6 of this Order (by service or otherwise) that:

7 (a) has held, controlled, or maintained custody, through an account  
8 or otherwise, of any Document on behalf of any Defendant or  
9 any Asset that has been: owned or controlled, directly or  
10 indirectly, by any Defendant; held, in part or in whole, for the  
11 benefit of any Defendant; in the actual or constructive  
12 possession of any Defendant; or owned or controlled by, in the  
13 actual or constructive possession of, or otherwise held for the  
14 benefit of, any corporation, partnership, asset protection trust,  
15 or other entity that is directly or indirectly owned, managed or  
16 controlled by any Defendant;

17 (b) has held, controlled, or maintained custody, through an account  
18 or otherwise, of any Document or Asset associated with credits,  
19 debits, or charges made on behalf of any Defendant, including  
20 reserve funds held by payment processors, credit card  
21 processors, merchant banks, acquiring banks, independent sales  
22 organizations, third party processors, payment gateways,  
23 insurance companies, or other entities; or

24 (c) has extended credit to any Defendant, including through a credit  
25 card account,

26 shall:

1           A.     Hold, preserve, and retain within its control and prohibit the  
2 withdrawal, removal, alteration, assignment, transfer, pledge, encumbrance,  
3 disbursement, dissipation, relinquishment, conversion, sale, or other disposal of  
4 any such Document or Asset, as well as all Documents or other property related to  
5 such Assets, except by further order of this Court; provided, however, that this  
6 provision does not prohibit an Individual Defendant from incurring charges on a  
7 personal credit card established prior to entry of this Order, up to the pre-existing  
8 credit limit;

9           B.     Deny any person, except the Receiver, access to any safe deposit box,  
10 commercial mailbox, or storage facility that is titled in the name of any Defendant,  
11 either individually or jointly, or otherwise subject to access by any Defendant;

12           C.     Provide Plaintiff's counsel and the Receiver, within three (3) **business**  
13 days of receiving a copy of this Order, a sworn statement setting forth, for each  
14 Asset or account covered by this Section:

- 15               1.     The identification number of each such account or Asset;
- 16               2.     The balance of each such account, or a description of the nature  
17 and value of each such Asset as of the close of business on the day on  
18 which this Order is served, and, if the account or other Asset has been  
19 closed or removed, the date closed or removed, the total funds  
20 removed in order to close the account, and the name of the person or  
21 entity to whom such account or other Asset was remitted; and
- 22               3.     The identification of any safe deposit box, commercial mailbox,  
23 or storage facility that is either titled in the name, individually or  
24 jointly, of any Defendant, or is otherwise subject to access by any  
25 Defendant;

26           D.     Upon the request of Plaintiff's counsel or the Receiver, promptly  
27 provide Plaintiff's counsel or the Receiver with copies of all records or other  
28

1 Documents pertaining to each account or Asset covered by this Section, including  
2 originals or copies of account applications, account statements, signature cards,  
3 checks, drafts, deposit tickets, transfers to and from the accounts, including wire  
4 transfers and wire transfer instructions, all other debit and credit instruments or  
5 slips, currency transaction reports, 1099 forms, and all logs and records pertaining  
6 to safe deposit boxes, commercial mail boxes, and storage facilities. Provided,  
7 however, that this Section does not prohibit any transfers to the Receiver or  
8 repatriation of foreign Assets specifically required by this order; and

9 E. Ensure that the “d/b/a” names of the Defendants as listed in the title of  
10 this action are included in the search for Defendants’ accounts, assets, documents,  
11 and other property.

## 12 VII. FINANCIAL DISCLOSURES

13 **IT IS FURTHER ORDERED** that each Defendant, within three (3)  
14 **business** days of service of this Order upon them, shall prepare and deliver to  
15 Plaintiffs’ counsel and the Receiver:

16 A. Completed financial statements on the forms attached to this Order as  
17 **Attachment A** (Financial Statement of Individual Defendant) for each Individual  
18 Defendant, and **Attachment B** (Financial Statement of Corporate Defendant) for  
19 each Corporate Defendant; and

20 B. Completed **Attachment C** (IRS Form 4506, Request for Copy of a  
21 Tax Return) for each Individual and Corporate Defendant.

## 22 VIII. FOREIGN ASSET REPATRIATION

23 **IT IS FURTHER ORDERED** that within five (5) days following the  
24 service of this Order, each Defendant shall:

25 A. Provide Plaintiff’s counsel and the Receiver with a full accounting,  
26 verified under oath and accurate as of the date of this Order, of all Assets,  
27 Documents, and accounts outside of the United States which are: (1) titled in the  
28

1 name, individually or jointly, of any Defendant; (2) held by any person or entity  
2 for the benefit of any Defendant or for the benefit of, any corporation, partnership,  
3 asset protection trust, or other entity that is directly or indirectly owned, managed  
4 or controlled by any Defendant; or (3) under the direct or indirect control, whether  
5 jointly or singly, of any Defendant;

6 B. Take all steps necessary to provide Plaintiff's counsel and the  
7 Receiver with access to all Documents and records that may be held by third  
8 parties located outside of the territorial United States of America, including signing  
9 the Consent to Release of Financial Records appended to this Order as

10 **Attachment D.**

11 C. Transfer to the territory of the United States all Documents and Assets  
12 located in foreign countries which are: (1) titled in the name, individually or  
13 jointly, of any Defendant; (2) held by any person or entity for the benefit of any  
14 Defendant or for the benefit of, any corporation, partnership, asset protection trust,  
15 or other entity that is directly or indirectly owned, managed or controlled by any  
16 Defendant; or (3) under the direct or indirect control, whether jointly or singly, of  
17 any Defendant; and

18 D. The same business day as any repatriation, (1) notify the Receiver and  
19 counsel for Plaintiff of the name and location of the financial institution or other  
20 entity that is the recipient of such Documents or Assets; and (2) serve this Order on  
21 any such financial institution or other entity.

22 **IX. NON-INTERFERENCE WITH REPATRIATION**

23 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
24 agents, employees, and attorneys, and all other persons in active concert or  
25 participation with any of them, who receive actual notice of this Order, whether  
26 acting directly or indirectly, are hereby temporarily restrained and enjoined from  
27 taking any action, directly or indirectly, which may result in the encumbrance or  
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1 dissipation of foreign Assets, or in the hindrance of the repatriation required by this  
2 Order, including, but not limited to:

3 A. Sending any communication or engaging in any other act, directly or  
4 indirectly, that results in a determination by a foreign trustee or other entity that a  
5 “duress” event has occurred under the terms of a foreign trust agreement until such  
6 time that all Defendants’ Assets have been fully repatriated pursuant to this Order;  
7 or

8 B. Notifying any trustee, protector or other agent of any foreign trust or  
9 other related entities of either the existence of this Order, or of the fact that  
10 repatriation is required pursuant to a court order, until such time that all  
11 Defendants’ Assets have been fully repatriated pursuant to this Order.

## 12 X. CONSUMER CREDIT REPORTS

13 **IT IS FURTHER ORDERED** that Plaintiff may obtain credit reports  
14 concerning any Defendants pursuant to Section 604(a)(1) of the Fair Credit  
15 Reporting Act, 15 U.S.C. § 1681b(a)(1), and that, upon written request, any credit  
16 reporting agency from which such reports are requested shall provide them to  
17 Plaintiff.

## 18 XI. PRESERVATION OF RECORDS

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

23 A. Destroying, erasing, falsifying, writing over, mutilating, concealing,  
24 altering, transferring, or otherwise disposing of, in any manner, directly or  
25 indirectly, Documents that relate to: (1) the business, business practices, Assets, or  
26 business or personal finances of any Defendant; (2) the business practices or  
27 finances of entities directly or indirectly under the control of any Defendant; or (3)  
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1 the business practices or finances of entities directly or indirectly under common  
2 control with any other Defendant; and

3 B. Failing to create and maintain Documents that, in reasonable detail,  
4 accurately, fairly, and completely reflect Defendants' incomes, disbursements,  
5 transactions, and use of Defendants' Assets.

## 6 XII. REPORT OF NEW BUSINESS ACTIVITY

7 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
8 agents, employees, and attorneys, and all other persons in active concert or  
9 participation with any of them, who receive actual notice of this Order, whether  
10 acting directly or indirectly, are hereby temporarily restrained and enjoined from  
11 creating, operating, or exercising any control over any business entity, whether  
12 newly formed or previously inactive, including any partnership, limited  
13 partnership, joint venture, sole proprietorship, or corporation, without first  
14 providing Plaintiff's counsel and the Receiver with a written statement disclosing:  
15 (1) the name of the business entity; (2) the address and telephone number of the  
16 business entity; (3) the names of the business entity's officers, directors, principals,  
17 managers, and employees; and (4) a detailed description of the business entity's  
18 intended activities.

## 19 XIII. TEMPORARY RECEIVER

20 **IT IS FURTHER ORDERED** that **J.S. Held, LLC** is appointed as  
21 temporary receiver ("Receiver") of the Receivership Entities with full powers of an  
22 equity receiver. The Receiver shall be solely the agent of this Court in acting as  
23 Receiver under this Order.

## 24 XIV. DUTIES AND AUTHORITY OF RECEIVER

25 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized  
26 to accomplish the following:  
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1           A.     Assume full control of Receivership Entities by removing, as the  
2 Receiver deems necessary or advisable, any director, officer, independent  
3 contractor, employee, attorney, or agent of any Receivership Entity from control  
4 of, management of, or participation in, the affairs of the Receivership Entity;

5           B.     Take exclusive custody, control, and possession of all Assets and  
6 Documents of, or in the possession, custody, or under the control of, any  
7 Receivership Entity, wherever situated;

8           C.     Take exclusive custody, control, and possession of all Documents or  
9 Assets associated with credits, debits, or charges made on behalf of any  
10 Receivership Entity, wherever situated, including reserve funds held by payment  
11 processors, credit card processors, merchant banks, acquiring banks, independent  
12 sales organizations, third party processors, payment gateways, insurance  
13 companies, or other entities;

14           D.     Conserve, hold, manage, and prevent the loss of all Assets of the  
15 Receivership Entities, and perform all acts necessary or advisable to preserve the  
16 value of those Assets. The Receiver shall assume control over the income and  
17 profits therefrom and all sums of money now or hereafter due or owing to the  
18 Receivership Entities. The Receiver shall have full power to sue for, collect, and  
19 receive, all Assets of the Receivership Entities and of other persons or entities  
20 whose interests are now under the direction, possession, custody, or control of, the  
21 Receivership Entities. Provided, however, that the Receiver shall not attempt to  
22 collect any amount from a consumer if the Receiver believes the consumer's debt  
23 to the Receivership Entities has resulted from the deceptive acts or practices or  
24 other violations of law alleged in the Complaint in this matter, without prior Court  
25 approval;

26           E.     Obtain, conserve, hold, manage, and prevent the loss of all Documents  
27 of the Receivership Entities, and perform all acts necessary or advisable to  
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1 preserve such Documents. The Receiver shall: divert mail; preserve all Documents  
2 of the Receivership Entities that are accessible via electronic means (such as online  
3 access to financial accounts and access to electronic documents held onsite or by  
4 Electronic Data Hosts) by changing usernames, passwords or other log-in  
5 credentials; take possession of all electronic Documents of the Receivership  
6 Entities stored onsite or remotely; take whatever steps necessary to preserve all  
7 such Documents; and obtain the assistance of the FTC's Digital Forensic Unit for  
8 the purpose of obtaining electronic documents stored onsite or remotely;

9 F. Choose, engage, and employ attorneys, accountants, appraisers, and  
10 other independent contractors and technical specialists, as the Receiver deems  
11 advisable or necessary in the performance of duties and responsibilities under the  
12 authority granted by this Order;

13 G. Make payments and disbursements from the receivership estate that  
14 are necessary or advisable for carrying out the directions of, or exercising the  
15 authority granted by, this Order, and to incur, or authorize the making of, such  
16 agreements as may be necessary and advisable in discharging his or her duties as  
17 Receiver. The Receiver shall apply to the Court for prior approval of any payment  
18 of any debt or obligation incurred by the Receivership Entities prior to the date of  
19 entry of this Order, except payments that the Receiver deems necessary or  
20 advisable to secure Assets of the Receivership Entities, such as rental payments;

21 H. Take all steps necessary to secure and take exclusive custody of each  
22 location from which the Receivership Entities operate their businesses. Such steps  
23 may include, but are not limited to, any of the following, as the Receiver deems  
24 necessary or advisable: (1) securing the location by changing the locks and alarm  
25 codes and disconnecting any internet access or other means of access to the  
26 computers, servers, internal networks, or other records maintained at that location;  
27 and (2) requiring any persons present at the location to leave the premises, to  
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1 provide the Receiver with proof of identification, and/or to demonstrate to the  
2 satisfaction of the Receiver that such persons are not removing from the premises  
3 Documents or Assets of the Receivership Entities. Law enforcement personnel,  
4 including, but not limited to, police or sheriffs, may assist the Receiver in  
5 implementing these provisions in order to keep the peace and maintain security. If  
6 requested by the Receiver, the United States Marshal will provide appropriate and  
7 necessary assistance to the Receiver to implement this Order and is authorized to  
8 use any necessary and reasonable force to do so;

9 I. Take all steps necessary to prevent the modification, destruction, or  
10 erasure of any web page or website registered to and operated, in whole or in part,  
11 by any Defendants, and to provide access to all such web page or websites to  
12 Plaintiff's representatives, agents, and assistants, as well as Defendants and their  
13 representatives;

14 J. Enter into and cancel contracts and purchase insurance as advisable or  
15 necessary;

16 K. Prevent the inequitable distribution of Assets and determine, adjust,  
17 and protect the interests of consumers who have transacted business with the  
18 Receivership Entities;

19 L. Make an accounting, as soon as practicable, of the Assets and  
20 financial condition of the receivership and file the accounting with the Court and  
21 deliver copies thereof to all parties;

22 M. Institute, compromise, adjust, appear in, intervene in, defend, dispose  
23 of, or otherwise become party to any legal action in state, federal or foreign courts  
24 or arbitration proceedings as the Receiver deems necessary and advisable to  
25 preserve or recover the Assets of the Receivership Entities, or to carry out the  
26 Receiver's mandate under this Order, including but not limited to, actions  
27 challenging fraudulent or voidable transfers;

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1 N. Issue subpoenas to obtain Documents and records pertaining to the  
2 Receivership, and conduct discovery in this action on behalf of the receivership  
3 estate, in addition to obtaining other discovery as set forth in this Order;

4 O. Open one or more bank accounts at designated depositories for funds  
5 of the Receivership Entities. The Receiver shall deposit all funds of the  
6 Receivership Entities in such designated accounts and shall make all payments and  
7 disbursements from the receivership estate from such accounts. The Receiver shall  
8 serve copies of monthly account statements on all parties;

9 P. Maintain accurate records of all receipts and expenditures incurred as  
10 Receiver;

11 Q. Allow the Plaintiff's representatives, agents, and assistants, as well as  
12 Defendants' representatives and Defendants themselves, reasonable access  
13 to the premises of the Receivership Entities, or any other premises where the  
14 Receivership Entities conduct business. The purpose of this access shall be to  
15 inspect and copy any and all books, records, Documents, accounts, and other  
16 property owned by, or in the possession of, the Receivership Entities or their  
17 agents. The Receiver shall have the discretion to determine the time, manner, and  
18 reasonable conditions of such access;

19 R. Allow the Plaintiff's representatives, agents, and assistants, as well as  
20 Defendants and their representatives reasonable access to all Documents in the  
21 possession, custody, or control of the Receivership Entities;

22 S. Cooperate with reasonable requests for information or assistance from  
23 any state or federal civil or criminal law enforcement agency;

24 T. Suspend business operations of the Receivership Entities if in the  
25 judgment of the Receiver such operations cannot be continued legally and  
26 profitably;

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1 U. File an initial report with the Court. The Receiver shall file an initial  
2 report with the court, no later than the end of the third day prior to the preliminary  
3 injunction hearing. In the initial report, the Receiver shall provide the Court, to the  
4 extent reasonably possible, the Receiver's assessment of the following, as of the  
5 date of the report:

- 6 a. The extent to which the Receiver has been able to exercise control  
7 over assets, business premises, and documents, and other property  
8 belonging to or in the control of the Receivership Entities;
- 9 b. The physical locations from which the Corporate Defendants and  
10 Receivership Entities have conducted business during the previous  
11 six months;
- 12 c. The scope, nature, and physical location of the assets owned or  
13 controlled by the Receivership Entities, including an estimate of  
14 the amount of funds that have been frozen as of the date of the  
15 report;
- 16 d. The scope and nature of the short-term and long-term debts of the  
17 Corporate Defendants and other Receivership Defendants;
- 18 e. An evaluation of how the value of assets under the Corporate  
19 Defendants' control compares to the amount of revenues that the  
20 Corporate Defendants have received from their mortgage relief  
21 assistances services in the last three years;
- 22 f. A preliminary evaluation of the solvency of the Corporate  
23 Defendants;
- 24 g. The difficulties, if any, that the Receiver has encountered with  
25 obtaining cooperation from any Defendant or any other person in  
26 connection with performing the Receiver's duties, including  
27 without limitation cooperation in providing the credentials, keys,  
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1 and any other means for obtaining access to electronic records,  
2 paper records, or tangible receivership property; the location of  
3 bank accounts and other assets belonging to the receivership estate;

4 h. Which individuals are in control of each Receivership Entity,  
5 including who has an ownership interest and who participates in  
6 making significant business decisions on a day-to-day basis, and  
7 the basis for these evaluations;

8 i. Whether, based on documents or files found in the possession of  
9 the Corporate Defendants, customers with the last year had  
10 communicated to any Corporate Defendants that the customer was  
11 not satisfied with the service the Defendant had provided to the  
12 consumer, and the nature of such complaints or communications.

13 j. Whether the Receiver has determined that business operations of  
14 the Receivership Entities should be suspended, pursuant to Section  
15 XIV.T of this Order (DUTIES AND AUTHORITY OF  
16 RECEIVER), which provides that the Receiver is directed and  
17 authorized to “Suspend business operations of the Receivership  
18 Entities if in the judgment of the Receiver such operations cannot  
19 be continued legally and profitably”;

20 k. Any other matter or issue that the Receiver believes should be brought  
21 to the Court’s attention at that time.

22 V. If the Receiver identifies a nonparty entity as a Receivership Entity,  
23 promptly notify the entity as well as the parties, and inform the entity that it can  
24 challenge the Receiver’s determination by filing a motion with the Court.  
25 Provided, however, that the Receiver may delay providing such notice until the  
26 Receiver has established control of the nonparty entity and its assets and records, if  
27 the Receiver determines that notice to the entity or the parties before the Receiver  
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1 establishes control over the entity may result in the destruction of records,  
2 dissipation of assets, or any other obstruction of the Receiver's control of the  
3 entity; and

4 W. If in the Receiver's judgment the business operations cannot be  
5 continued legally and profitably, take all steps necessary to ensure that any of the  
6 Receivership Entities' web pages or websites relating to the activities alleged in the  
7 Complaint cannot be accessed by the public, or are modified for consumer  
8 education and/or informational purposes, and take all steps necessary to ensure that  
9 any telephone numbers associated with the Receivership Entities cannot be  
10 accessed by the public, or are answered solely to provide consumer education or  
11 information regarding the status of operations.

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13 **XV. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

14 **IT IS FURTHER ORDERED** that Defendants and any other person, with  
15 possession, custody or control of property of, or records relating to, the  
16 Receivership Entities shall, upon notice of this Order by personal service or  
17 otherwise, fully cooperate with and assist the Receiver in taking and maintaining  
18 possession, custody, or control of the Assets and Documents of the Receivership  
19 Entities and immediately transfer or deliver to the Receiver possession, custody,  
20 and control of, the following:

21 A. All Assets held by or for the benefit of the Receivership Entities;

22 B. All Documents or Assets associated with credits, debits, or charges  
23 made on behalf of any Receivership Entity, wherever situated, including reserve  
24 funds held by payment processors, credit card processors, merchant banks,  
25 acquiring banks, independent sales organizations, third party processors, payment  
26 gateways, insurance companies, or other entities;

27 C. All Documents of or pertaining to the Receivership Entities;

1 D. All computers, electronic devices, mobile devices and machines used  
2 to conduct the business of the Receivership Entities;

3 E. All Assets and Documents belonging to other persons or entities  
4 whose interests are under the direction, possession, custody, or control of the  
5 Receivership Entities; and

6 F. All keys, codes, user names and passwords necessary to gain or to  
7 secure access to any Assets or Documents of or pertaining to the Receivership  
8 Entities, including access to their business premises, means of communication,  
9 accounts, computer systems (onsite and remote), Electronic Data Hosts, or other  
10 property.

11 In the event that any person or entity fails to deliver or transfer any Asset or  
12 Document, or otherwise fails to comply with any provision of this Section, the  
13 Receiver may file an Affidavit of Non-Compliance regarding the failure and a  
14 motion seeking compliance or a contempt citation.

15 **XVI. PROVISION OF INFORMATION TO RECEIVER**

16 **IT IS FURTHER ORDERED** that Defendants shall immediately provide  
17 to the Receiver:

18 A. A list of all Assets and accounts of the Receivership Entities that are  
19 held in any name other than the name of a Receivership Entity, or by any person or  
20 entity other than a Receivership Entity;

21 B. A list of all agents, employees, officers, attorneys, servants and those  
22 persons in active concert and participation with the Receivership Entities, or who  
23 have been associated or done business with the Receivership Entities **within the**  
24 **past three years**; and

25 C. A description of any documents covered by attorney-client privilege  
26 or attorney work product, including files where such documents are likely to be  
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1 located, authors or recipients of such documents, and search terms likely to  
2 identify such electronic documents.

3 **XVII. COOPERATION WITH THE RECEIVER**

4 **IT IS FURTHER ORDERED** that Defendants; Receivership Entities;  
5 Defendants' or Receivership Entities' officers, agents, employees, and attorneys,  
6 all other persons in active concert or participation with any of them, and any other  
7 person with possession, custody, or control of property of or records relating to the  
8 Receivership entities who receive actual notice of this Order shall fully cooperate  
9 with and assist the Receiver. This cooperation and assistance shall include, but is  
10 not limited to, providing information to the Receiver that the Receiver deems  
11 necessary to exercise the authority and discharge the responsibilities of the  
12 Receiver under this Order; providing any keys, codes, user names and passwords  
13 required to access any computers, electronic devices, mobile devices, and  
14 machines (onsite or remotely) and any cloud account (including specific method to  
15 access account) or electronic file in any medium; advising all persons who owe  
16 money to any Receivership Entity that all debts should be paid directly to the  
17 Receiver; and transferring funds at the Receiver's direction and producing records  
18 related to the Assets and sales of the Receivership Entities.

19 **XVIII. NON-INTERFERENCE WITH THE RECEIVER**

20 **IT IS FURTHER ORDERED** that Defendants; Receivership Entities;  
21 Defendants' or Receivership Entities' officers, agents, employees, attorneys, and  
22 all other persons in active concert or participation with any of them, who receive  
23 actual notice of this Order, and any other person served with a copy of this Order,  
24 are hereby restrained and enjoined from directly or indirectly:

25 A. Interfering with the Receiver's efforts to manage, or take custody,  
26 control, or possession of, the Assets or Documents subject to the receivership;

27 B. Transacting any of the business of the Receivership Entities;

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1 C. Transferring, receiving, altering, selling, encumbering, pledging,  
2 assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or  
3 in the possession or custody of, or in which an interest is held or claimed by, the  
4 Receivership Entities; or

5 D. Refusing to cooperate with the Receiver or the Receiver's duly  
6 authorized agents in the exercise of their duties or authority under any order of this  
7 Court.

## 8 XIX. STAY OF ACTIONS

9 **IT IS FURTHER ORDERED** that, except by leave of this Court, during  
10 the pendency of the receivership ordered herein, Defendants, Defendants' officers,  
11 agents, employees, attorneys, and all other persons in active concert or  
12 participation with any of them, who receive actual notice of this Order, and their  
13 corporations, subsidiaries, divisions, or affiliates, and all investors, creditors,  
14 stockholders, lessors, customers and other persons seeking to establish or enforce  
15 any claim, right, or interest against or on behalf of Defendants, and all others  
16 acting for or on behalf of such persons, are hereby enjoined from taking action that  
17 would interfere with the exclusive jurisdiction of this Court over the Assets or  
18 Documents of the Receivership Entities, including, but not limited to:

19 A. Filing or assisting in the filing of a petition for relief under the  
20 Bankruptcy Code, 11 U.S.C. § 101 et seq., or of any similar insolvency proceeding  
21 on behalf of the Receivership Entities;

22 B. Commencing, prosecuting, or continuing a judicial, administrative, or  
23 other action or proceeding against the Receivership Entities, including the issuance  
24 or employment of process against the Receivership Entities, except that such  
25 actions may be commenced if necessary to toll any applicable statute of  
26 limitations;

1 C. Filing or enforcing any lien on any asset of the Receivership Entities,  
2 taking or attempting to take possession, custody, or control of any Asset of the  
3 Receivership Entities; or attempting to foreclose, forfeit, alter, or terminate any  
4 interest in any Asset of the Receivership Entities, whether such acts are part of a  
5 judicial proceeding, are acts of self-help, or otherwise; or

6 Provided, however, that this Order does not stay: (1) the commencement or  
7 continuation of a criminal action or proceeding; (2) the commencement or  
8 continuation of an action or proceeding by a governmental unit to enforce such  
9 governmental unit's police or regulatory power; or (3) the enforcement of a  
10 judgment, other than a money judgment, obtained in an action or proceeding by a  
11 governmental unit to enforce such governmental unit's police or regulatory power.

12 **XX. COMPENSATION OF RECEIVER**

13 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by  
14 the Receiver as herein authorized, including counsel to the Receiver and  
15 accountants, are entitled to reasonable compensation for the performance of duties  
16 pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by  
17 them, from the Assets now held by, in the possession or control of, or which may  
18 be received by, the Receivership Entities. The Receiver shall file with the Court  
19 and serve on the parties periodic requests for the payment of such reasonable  
20 compensation, with the first such request filed no more than sixty (60) days after  
21 the date of entry of this Order. The Receiver shall not increase the hourly rates  
22 used as the bases for such fee applications without prior approval of the Court.

23 **XXI. RECEIVER'S BOND**

24 **IT IS FURTHER ORDERED** that the Receiver shall file with the Clerk of  
25 this Court a bond in the sum of \$10,000 with sureties to be approved by the Court,  
26 conditioned that the Receiver will well and truly perform the duties of the office  
27 and abide by and perform all acts the Court directs. 28 U.S.C. § 754.

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4 **XXII. IMMEDIATE ACCESS TO BUSINESS PREMISES AND RECORDS**

5 **IT IS FURTHER ORDERED** that:

6 A. In order to allow Plaintiff and the Receiver to preserve Assets and  
7 evidence relevant to this action and to expedite discovery, Plaintiff and the  
8 Receiver, and their representatives, agents, contractors, and assistants, shall have  
9 immediate access to the business premises and storage facilities, owned,  
10 controlled, or used by the Receivership Entities. Such locations include, but are  
11 not limited to, 23792 Rockfield Boulevard, Suite #160, Lake Forest, CA 92630,  
12 any other office space or storage space at 23792 Rockfield Boulevard used by any  
13 Receivership Entity, and any offsite location or commercial mailbox used by any  
14 Receivership Entity. The Receiver may exclude Defendants, Receivership  
15 Entities, and their employees from the business premises during the immediate  
16 access.

17 B. Plaintiff and the Receiver, and their representatives, agents,  
18 contractors, and assistants, are authorized to remove Documents from the  
19 Receivership Entities' premises in order that they may be inspected, inventoried,  
20 and copied. Plaintiff shall return any removed materials to the Receiver within  
21 five (5) business days of completing inventorying and copying, or such time as is  
22 agreed upon by Plaintiff and the Receiver;

23 C. Plaintiff's access to the Receivership Entities' documents pursuant to  
24 this Section shall not provide grounds for any Defendant to object to any  
25 subsequent request for documents served by Plaintiff.

26 D. Plaintiff and the Receiver, and their representatives, agents,  
27 contractors, and assistants, are authorized to obtain the assistance of federal, state  
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1 and local law enforcement officers as they deem necessary to effect service and to  
2 implement peacefully the provisions of this Order;

3 E. If any Documents, computers, or electronic storage devices containing  
4 information related to the business practices or finances of the Receivership  
5 Entities are at a location other than those listed herein, including personal  
6 residence(s) of any Defendant, then, immediately upon receiving notice of this  
7 order, Defendants and Receivership Entities shall produce to the Receiver all such  
8 Documents, computers, and electronic storage devices, along with any codes or  
9 passwords needed for access. In order to prevent the destruction of computer data,  
10 upon service of this Order, any such computers or electronic storage devices shall  
11 be powered down in the normal course of the operating system used on such  
12 devices and shall not be powered up or used until produced for copying and  
13 inspection; and

14 F. If any communications or records of any Receivership Entity are  
15 stored with an Electronic Data Host, such Entity shall, immediately upon receiving  
16 notice of this order, provide the Receiver with the username, passwords, and any  
17 other login credential needed to access the communications and records, and shall  
18 not attempt to access, or cause a third-party to attempt to access, the  
19 communications or records.

20 **XXIII. DISTRIBUTION OF ORDER BY DEFENDANTS**

21 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a  
22 copy of this Order to each affiliate, telemarketer, marketer, sales entity, successor,  
23 assign, member, officer, director, employee, agent, independent contractor, client,  
24 attorney, spouse, subsidiary, division, and representative of any Defendant, and  
25 shall, within ten (10) days from the date of entry of this Order, provide Plaintiff  
26 and the Receiver with a sworn statement that this provision of the Order has been  
27 satisfied, which statement shall include the names, physical addresses, phone  
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1 number, and email addresses of each such person or entity who received a copy of  
2 the Order. Furthermore, Defendants shall not take any action that would  
3 encourage officers, agents, members, directors, employees, salespersons,  
4 independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or  
5 other persons or entities in active concert or participation with them to disregard  
6 this Order or believe that they are not bound by its provisions.

7 **XXIV. EXPEDITED DISCOVERY**

8 **IT IS FURTHER ORDERED** that, notwithstanding the provisions of the  
9 Fed. R. Civ. P. 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P.  
10 30(a), 33, 34, and 45, Plaintiff and the Receiver is granted leave, at any time after  
11 service of this Order, to conduct limited expedited discovery for the purpose of  
12 discovering: (1) the nature, location, status, and extent of Defendants' Assets; (2)  
13 the nature, location, and extent of Defendants' business transactions and  
14 operations; (3) the nature, location, and identity of the individuals or entities  
15 described in the Complaint and their Assets; (4) Documents reflecting Defendants'  
16 business transactions and operations; or (5) compliance with this Order. The  
17 limited expedited discovery set forth in this Section shall proceed as follows:

18 A. Plaintiff and the Receiver may take the deposition of parties and non-  
19 parties. Forty-eight (48) hours' notice shall be sufficient notice for such  
20 depositions. The limitations and conditions set forth in Rules 30(a)(2)(A) and  
21 31(a)(2)(A) of the Federal Rules of Civil Procedure regarding subsequent  
22 depositions of an individual shall not apply to depositions taken pursuant to this  
23 Section. Any such deposition taken pursuant to this Section shall not be counted  
24 towards the deposition limit set forth in Rules 30(a)(2)(A) and 31(a)(2)(A) and  
25 depositions may be taken by telephone or other remote electronic means;

26 B. Plaintiff and the Receiver may serve upon parties requests for  
27 production of Documents or inspection that require production or inspection within  
28

1 five (5) days of service, provided, however, that three (3) days of notice shall be  
2 deemed sufficient for the production of any such Documents that are maintained or  
3 stored only in an electronic format;

4 C. Plaintiff and the Receiver may serve upon parties interrogatories that  
5 require response within five (5) days after Plaintiff serves such interrogatories;

6 D. Plaintiff and the Receiver may serve subpoenas upon non-parties that  
7 direct production or inspection within five (5) days of service;

8 E. Service of discovery upon a party to this action, taken pursuant to this  
9 Section, shall be sufficient if made by facsimile, email, or by overnight delivery;

10 F. Any expedited discovery taken pursuant to this Section is in addition  
11 to, and is not subject to, the limits on discovery set forth in the Federal Rules of  
12 Civil Procedure and the Local Rules of this Court. The expedited discovery  
13 permitted by this Section does not require a meeting or conference of the parties,  
14 pursuant to Rules 26(d) & (f) of the Federal Rules of Civil Procedure; and

15 G. The Parties are exempted from making initial disclosures under Fed.  
16 R. Civ. P. 26(a)(1) until further order of this Court.

## 17 **XXV. SERVICE OF THIS ORDER**

18 **IT IS FURTHER ORDERED** that copies of this Order as well as the  
19 Application for Temporary Restraining Order and all other pleadings, Documents,  
20 and exhibits filed contemporaneously with that Motion (other than the complaint  
21 and summons), may be served by any means, including facsimile transmission,  
22 electronic mail or other electronic messaging, personal or overnight delivery, U.S.  
23 Mail or FedEx, by agents and employees of Plaintiff, by any law enforcement  
24 agency, or by private process server, upon any Defendant or any person (including  
25 any financial institution) that may have possession, custody or control of any Asset  
26 or Document of any Defendant, or that may be subject to any provision of this  
27 Order pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure. For  
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1 purposes of this Section, service upon any branch, subsidiary, affiliate or office of  
2 any entity shall effect service upon the entire entity.

3 **XXVI. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

4 **IT IS FURTHER ORDERED** that, for the purpose of this Order, all  
5 correspondence and service of pleadings on Plaintiff shall be addressed to:

6 David Hankin (dhankin@ftc.gov)  
7 Jeffrey Tang (jtang@ftc.gov)  
8 Miles D. Freeman (mfreeman@ftc.gov)  
9 John Jacobs (jjacobs@ftc.gov)  
10 Federal Trade Commission  
11 10990 Wilshire Boulevard, Suite 400  
12 Los Angeles, CA 90024  
13 Tel: (310) 824-4300  
14 Fax: (310) 824-4380

15 **XXVII. PRELIMINARY INJUNCTION HEARING**

16 **IT IS FURTHER ORDERED** that, pursuant to Fed. R. Civ. P. 65(b),  
17 Defendants shall appear before this Court on the **9<sup>th</sup> day of June, 2026 , at 9:00**  
18 **a.m., Ronald Reagan Building and Federal Court House, Courtroom 10C**, to  
19 show cause, if there is any, why this Court should not enter a preliminary  
20 injunction, pending final ruling on the Complaint against Defendants, enjoining the  
21 violations of the law alleged in the Complaint, continuing the freeze of their  
22 Assets, and imposing such additional relief as may be appropriate, and to show  
23 cause, if there is any, why a permanent receiver should not be appointed.

24 **XXVIII. BRIEFS AND AFFIDAVITS CONCERNING PRELIMINARY**  
25 **INJUNCTION**

26 **IT IS FURTHER ORDERED** that:

27 A. Defendants shall file with the Court and serve on Plaintiff's counsel  
28 any answering pleadings, affidavits, motions, expert reports or declarations, or  
legal memoranda no later than four (4) days prior to the order to show cause

1 hearing scheduled pursuant to this Order. Plaintiff may file responsive or  
2 supplemental pleadings, materials, affidavits, or memoranda with the Court and  
3 serve the same on counsel for Defendants no later than **2 (two) days** prior to the  
4 preliminary injunction hearing. Provided that such affidavits, pleadings, motions,  
5 expert reports, declarations, legal memoranda or oppositions must be served by  
6 personal or overnight delivery, facsimile or email, and be received by the other  
7 party or parties no later than 5:00 p.m. Pacific Time on the appropriate dates set  
8 forth in this Section.

9       B. An evidentiary hearing on Plaintiff's request for a preliminary  
10 injunction is not necessary unless Defendants demonstrate that they have, and  
11 intend to introduce, evidence that raises a genuine and material factual issue. The  
12 question of whether this Court should enter a preliminary injunction shall be  
13 resolved on the pleadings, declarations, exhibits, and memoranda filed by, and oral  
14 argument of, the parties. Live testimony shall be heard only on further order of  
15 this Court. Any motion to permit such testimony shall be filed with the Court and  
16 served on counsel for the other parties at least five (5) days prior to the preliminary  
17 injunction hearing in this matter. Such motion shall set forth the name, address,  
18 and telephone number of each proposed witness, a detailed summary or affidavit  
19 revealing the substance of each proposed witness's expected testimony, and an  
20 explanation of why the taking of live testimony would be helpful to this Court.  
21 Any papers opposing a timely motion to present live testimony or to present live  
22 testimony in response to another party's timely motion to present live testimony  
23 shall be filed with this Court and served on the other parties at least three (3) days  
24 prior to the preliminary injunction hearing.

25       Provided, however, that service shall be performed by personal or overnight  
26 delivery, facsimile or email, and Documents shall be delivered so that they shall be  
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1 received by the other parties no later than 5:00 p.m. Pacific Time on the  
2 appropriate dates provided in this Section.

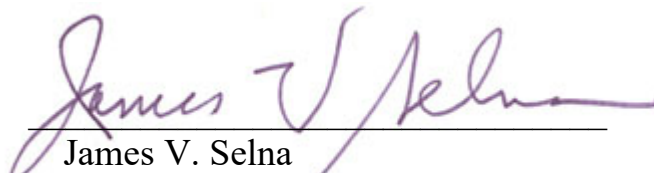
3 **XXIX. DURATION OF THE ORDER**

4 **IT IS FURTHER ORDERED** that this Order shall expire fourteen (14)  
5 days from the date of entry noted below, unless within such time, the Order is  
6 extended for an additional period pursuant to Fed. R. Civ. P. 65(b)(2).

7 **XXX. RETENTION OF JURISDICTION**

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

10  
11 SO ORDERED, this 27<sup>th</sup> day of May 2026, at 9:56 a.m.

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15 James V. Selna  
16 UNITED STATES DISTRICT JUDGE  
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