

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Federal Trade Commission,

Plaintiff,

v.

Accelerated Debt Settlement Incorporated,
et al.,

Defendants.

No. CV-25-02443-PHX-SMB

**STIPULATED
ORDER FOR PERMANENT
INJUNCTION AND MONETARY
JUDGMENT AS TO
DEFENDANT JEFFREY LAKES**

Plaintiff, the Federal Trade Commission (“FTC”), commenced this civil action on July 14, 2025, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. § 6105(b), Section 621(a) of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681s(a), and Section 522(a) of the Gramm-Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6822(a). (ECF No. 14.) On July 14, 2025, on motion by the FTC, the Court entered an *ex parte* temporary restraining order with asset freeze, appointment of a receiver, other equitable relief against Defendants (“TRO”). (ECF No. 21.) On August 8, 2025, the Court entered a Stipulated Preliminary Injunction (“Preliminary Injunction”) against Defendants. (ECF No. 41.)

Now, the FTC, Defendant Jeffrey Lakes, and the Court-appointed Receiver, by and through their undersigned counsel, hereby stipulate, agree, and move the Court for entry of a Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”)

1 to resolve all matters in dispute in this action between them.

2 FINDINGS

3 By stipulation of the parties, the Court finds that:

4 A. This Court has jurisdiction over this matter.

5 B. The Complaint charges that Defendant Lakes engaged in in acts or practices that
6 violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), multiple provisions of the
7 FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, multiple provisions of
8 the FTC’s Trade Regulation Rule on Impersonation of Government and Businesses
9 (“Impersonation Rule”), 16 C.F.R. Part 461, Section 604(f)(1) of the FCRA, 15
10 U.S.C. § 1681b(f)(1), and Section 521 of the GLB Act, 15 U.S.C. § 6821), in
11 connection with Defendants’ marketing and sale of debt relief services.

12 C. Defendant Lakes neither admits nor denies any of the allegations in the Complaint,
13 except as specifically stated in this Order. Only for purposes of this action, Defendant
14 Lakes admits the facts necessary to establish jurisdiction.

15 D. Defendant Lakes waives any claim that he may have under the Equal Access to
16 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the
17 date of this Order, and agrees to bear his own costs and attorney fees.

18 E. Defendant Lakes and the FTC waive all rights to appeal or otherwise challenge or
19 contest the validity of this Order.

20 F. Entry of this Order is in the public interest.

21 DEFINITIONS

22 For purposes of this Order, the following definitions shall apply:

23 A. **“Consumer”** means any Person.

24 B. **“Corporate Defendant(s)”** means Accelerated Debt Settlement Inc. also doing
25 business as Accelerated Debt Solutions and ADS Resolve, ADS Resolve LLC,
26 Financial Solutions Group LLC also doing business as Accelerated Debt Settlement
27 LLC and Accelerated Debt Solutions LLC, Unified Capital Services LLC formerly
28 known as Alternative Industrial Services, LLC and also doing business as Unified

1 Debt, Mediworks, Resolution Specialists LLC, Futura Capital, LLC, and each of their
2 subsidiaries, affiliates, successors, and assigns.

3 **C. “Debt Relief Product or Service” means:**

- 4 1. With respect to any mortgage, loan, debt, or obligation between a Person and one
5 or more secured or unsecured creditors or debt collectors, any Product or Service
6 represented, expressly or by implication, to:
- 7 a. stop, prevent, or postpone any mortgage or deed of foreclosure sale for a
8 Person’s dwelling, any other sale of collateral, any repossession of a Person’s
9 dwelling or other collateral, or otherwise save a Person’s dwelling or other
10 collateral from foreclosure or repossession;
 - 11 b. negotiate, obtain, or arrange a modification, or renegotiate, settle, reduce, or in
12 any way alter any terms of the mortgage, loan, debt, or obligation, including a
13 reduction in the amount of interest, principal balance, monthly payments, or
14 fees owed by a Person to a secured or unsecured creditor or debt collector;
 - 15 c. obtain any forbearance or modification in the timing of payments from any
16 secured or unsecured holder or servicer of any mortgage, loan, debt, or
17 obligation;
 - 18 d. negotiate, obtain, or arrange any extension of the period of time within which a
19 Person may (i) cure his or her default on the mortgage, loan, debt, or
20 obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii)
21 redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the
22 mortgage, loan, debt, or obligation or redeem a dwelling or other collateral;
 - 23 e. obtain any waiver of an acceleration clause or balloon payment contained in
24 any promissory note or contract secured by any dwelling or other collateral; or
 - 25 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or other collateral, (ii)
26 a deed-in-lieu of foreclosure, or (iii) any other disposition of a mortgage, loan,
27 debt, or obligation other than a sale to a third party that is not the secured or
28 unsecured loan holder;

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

3 2. With respect to any loan, debt, or obligation between a Person and one or more
 4 unsecured creditors or debt collectors, any Product or Service represented,
 5 expressly or by implication, to:

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

7 b. combine unsecured loans, debts, or obligations into one or more new loans,
 8 debts, or obligations.

9 D. **"Defendants"** means Corporate Defendants and Individual Defendants, individually,
 10 collectively, or in any combination.

11 E. **"Individual Defendants"** means Jeffrey A. Lakes, Robert L. Knechtel, and Elizabeth
 12 A. Reaney.

13 F. **"Person"** means a natural person, an organization or other legal entity, including a
 14 corporation, partnership, sole proprietorship, limited liability company, association,
 15 cooperative, or any other group or combination acting as an entity.

16 G. **"Product or Service"** means any product, good, or service, including any plan or
 17 program.

18 H. **"Receiver"** means Thomas W. McNamara.

19 I. **"Telemarketing"** means any plan, program, or campaign which is conducted to
 20 induce the purchase of any Product or Service by use of one or more telephones, and
 21 which involves more than one interstate telephone call.

22 ORDER

23 BAN ON DEBT RELIEF PRODUCTS AND SERVICES

24 I. **IT IS THEREFORE ORDERED** that Defendant Lakes, whether acting directly
 25 or indirectly, is permanently restrained and enjoined from:

26 A. Advertising, marketing, promoting, offering for sale, or selling any Debt Relief
 27 Product or Service; and
 28

1 B. Assisting others in the advertising, marketing, promoting, offering for sale, or
2 selling any Debt Relief Product or Service.

3 **BAN ON TELEMARKETING**

4 **II. IT IS FURTHER ORDERED** that Defendant Lakes is permanently restrained
5 and enjoined from participating in Telemarketing, whether directly or through an
6 intermediary.

7 **PROHIBITED BUSINESS ACTIVITIES**

8 **III. IT IS FURTHER ORDERED** that Defendant Lakes, his officers, agents,
9 employees, and attorneys, and all other Persons in active concert or participation
10 with any of them, who receive actual notice of this Order, whether acting directly
11 or indirectly, in connection with advertising, marketing, promoting, distributing,
12 servicing, offering, or selling any Product or Service, are permanently restrained
13 and enjoined from engaging in, or assisting others engaged in, the following:

14 A. Misrepresenting, expressly or by implication:

- 15 1. Any material aspect of the nature or terms of any refund, cancellation,
16 exchange, or repurchase policy, including the likelihood of a Consumer
17 obtaining a full or partial refund, or the circumstances in which a full or partial
18 refund will be granted to the Consumer;
- 19 2. The nature, expertise, position, or job title of any Person who provides any
20 Product or Service;
- 21 3. The ability to improve or otherwise affect a Consumer's credit record, credit
22 history, credit rating, or ability to obtain credit, including that a Consumer's
23 credit record, credit history, credit rating, or ability to obtain credit can be
24 improved by permanently removing negative information from the Consumer's
25 credit record or history even where such information is accurate and not
26 obsolete;
- 27 4. That a Consumer will save money;
- 28 5. Any benefit of such Product or Service;

6. Any requirements for obtaining such Product or Service;
7. The existence, amount, or timing of any fees or charges, or the total cost to purchase, receive, or use such Product or Service; or
8. Any other fact material to Consumers concerning any Product or Service, such as: any material restrictions, limitations, or conditions to purchase, receive, or use such Product or Service; or any material aspect of the performance, efficacy, nature, or central characteristics of such Product or Service; or

B. Making any representation, expressly or by implication, about the benefits, performance, or efficacy of any Product or Service, unless the representation is non-misleading, including that, at the time such representation is made, Defendant Lakes possesses and relies upon competent and reliable evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

INJUNCTION RELATING TO IMPERSONATING ANY GOVERNMENT ENTITY, BUSINESS, OR PERSON

IV. IT IS FURTHER ORDERED that Defendant Lakes, his officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby permanently restrained and enjoined from:

- A. Falsely posing as or assisting others in falsely posing as, directly or by implication, any Person; government entity; public, non-profit, or other non-commercial program; or any other program, including any bank, credit card issuer, or consumer reporting agency;
- B. Misrepresenting or assisting others in misrepresenting, expressly or by implication, that any Person is affiliated with, endorsed, sponsored by, or approved by, or otherwise connected to any other Person; government entity; public, non-profit, or other non-commercial program; or any other program; or

1 C. Violating the FTC's Impersonation Rule, 16 C.F.R. Part 461, a copy of which is
2 attached.

3 **INJUNCTION RELATING TO CONSUMER INFORMATION**

4 **V. IT IS FURTHER ORDERED** that Defendant Lakes, his officers, agents,
5 employees, and attorneys, and all other Persons in active concert or participation
6 with any of them, who receive actual notice of this Order, whether acting directly
7 or indirectly, are hereby permanently restrained and enjoined from:

8 A. Making any false, fictitious, or fraudulent statement or representation to any
9 Person to obtain or attempt to obtain information of a Consumer, including, but
10 not limited to, credit or debit card numbers, bank account numbers and routing
11 numbers, and Consumer credit reports; or

12 B. Violating the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, §§ 6821-6827, a
13 copy of which is attached.

14 **INJUNCTION RELATING TO CONSUMER CREDIT REPORTS**

15 **VI. IT IS FURTHER ORDERED** that Defendant Lakes, his 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, are hereby permanently restrained and enjoined from:

19 A. Obtaining or using any Person's Consumer credit report without having a
20 permissible purpose;

21 B. Misrepresenting to any Person the purpose for which any Person's Consumer
22 credit report is being obtained or used; or

23 C. Violating the Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681x, a copy of
24 which is attached.

25 **MONETARY JUDGMENT AND PARTIAL SUSPENSION**

26 **II. IT IS FURTHER ORDERED** that:

27 A. Judgment in the amount of ONE HUNDRED AND FOUR MILLION, THREE
28 HUNDRED AND FORTY-NINE THOUSAND, EIGHT HUNDRED, AND

1 FORTY-NINE Dollars (\$104,349,849) is entered in favor of the FTC against
2 Defendant Lakes, jointly and severally with any other Defendant against whom
3 judgment may be entered, as monetary relief pursuant to Section 19 of the FTC
4 Act, 15 U.S.C. § 57b, for Defendant Lakes's violations of the TSR, the
5 Impersonation Rule, and Section 521(a) of the GLB Act.

6 B. In partial satisfaction of the judgment set forth in Section VII.A:

- 7
- 8 1. Fidelity Investments shall, within 10 business days of receipt of a copy of this
9 Order, liquidate, and transfer the proceeds of such liquidation to the FTC in
10 accordance with written instructions to be provided by the FTC, all assets in (a)
11 account number xxxx8568 in the name of JL Lakes Family Revocable Trust,
12 (b) account number xxxx6970 in the name of JL Lakes Family Revocable
13 Trust, and (c) account number xxxx9685 in the name of JL Lakes Family
14 Revocable Trust;
 - 15 2. JPMorgan Chase Bank shall, within 10 business days of receipt of a copy of
16 this Order, transfer to the FTC in accordance with written instructions to be
17 provided by the FTC, all assets in (a) account number xxxx0765 in the name of
18 JL Lakes Family Revocable Trust and (b) account number xxxx1917 in the
19 name of JL Lakes Family Revocable Trust;
 - 20 3. PNC Bank shall, within 10 business days of receipt of a copy of this Order,
21 transfer to the FTC in accordance with written instructions to be provided by
22 the FTC, all assets in (a) account number xxxx1041 in the name of JL Lakes
23 Family Revocable Trust, (b) account number xxxx1068 in the name of JL
24 Lakes Family Revocable Trust, and (c) account number xxxx1076 in the name
25 of JL Lakes Family Revocable Trust;
 - 26 4. T&T Benefits shall, within 10 business days of receipt of a copy of this Order,
27 liquidate, and transfer the proceeds of such liquidation to the FTC in
28 accordance with written instructions to be provided by the FTC, all assets in
the name of JL Lakes Family Revocable Trust;

- 1 5. John Hancock shall, within 10 business days of receipt of a copy of this Order,
2 liquidate, and transfer the proceeds of such liquidation to the FTC in
3 accordance with written instructions to be provided by the FTC, all assets in
4 account number xxxx3082 in the name of JL Lakes Family Revocable Trust;
- 5 6. Charles Schwab shall, within 10 business days of receipt of a copy of this
6 Order, liquidate, and transfer the proceeds of such liquidation to the FTC in
7 accordance with written instructions to be provided by the FTC, all assets in
8 account number xxxx7726 in the name of Jeffrey Lakes;
- 9 7. Defendant Lakes shall, within 10 days after the date of entry of this Order,
10 transfer to the Receiver the coins identified as 625, 2745, 2805, 3145, 3301,
11 3305, 3457, 3511, 3515, 3517, 3558, 3564, 3573, 3595, 3598, 4537, 13005,
12 13006, 13030, 13053, 13054, 13057, 13058, 13080, 13106, 13120, 13129,
13 13146, 13157, 13168, 13172, 13189, 13225, 13231, 14572, 17209, 17218,
14 17260, 17270, 17279, 17308, 17360, 17374, 17396, 17442, 17451, 17469,
15 17470, 17481, 17565, 17605, 17608, 17610, 17613, 18473, 18801, 28405,
16 28409, 28420, 28441, 28470, 28477, 28497, 28623, 38838, 40403, 40443,
17 40449, 40648, 40682, 40715, 40869, 40925, 173389, 315508, 315512, 315523,
18 315525, 315527, 315531, 315533, 315535, 315545, 315565, 315579, 315593,
19 315595, 315598, C6956, C6957, C6958, C6959, C6960, C6961, C7572,
20 C7578, and C7586 identified on the inventory provided by Defendant Lakes'
21 counsel on January 23, 2026. Defendant Lakes shall cooperate fully with the
22 Receiver and shall execute any instrument or document presented by the
23 Receiver, and do whatever else the Receiver deems necessary or desirable to
24 effect such transfer. Upon such transfer, the coins shall be an asset of the
25 receivership estate subject to the provisions relating to the Receiver set forth in
26 the Preliminary Injunction or any subsequent order relating to the duties and
27 functions of the Receiver, provided that Defendant Lakes shall have the right
28 of first offer on any sale of the coins;

- 1 8. Defendant Lakes shall, within 180 days after the date of entry of this Order,
2 either (a) pay to the FTC cash in the amount of Two Hundred and Fifty
3 Thousand Dollars (\$250,000) or (b) transfer to the Receiver title to the real
4 property located at 15119 E. Desert Vista Trail, Scottsdale, Arizona, in which
5 case Defendant Lakes shall cooperate fully with the Receiver and shall execute
6 any instrument or document presented by the Receiver, and do whatever else
7 the Receiver deems necessary or desirable to effect such transfer. Upon such
8 transfer, the property shall be an asset of the receivership estate subject to the
9 provisions relating to the Receiver set forth in the Preliminary Injunction or
10 any subsequent order relating to the duties and functions of the Receiver,
11 provided that Defendant Lakes shall have the right of first offer on any sale of
12 the property;
- 13 9. Defendant Lakes shall, within 90 days after the date of entry of this Order,
14 either (a) pay to the FTC cash in the amount of Four Hundred and Twenty
15 Thousand (\$420,000) or (b) transfer to the Receiver title to the real property
16 located in Lincoln Parish, Louisiana, including but not limited to 220 Patterson
17 Road, Choudrant, Louisiana and 760 Arnold Road, Ruston, Louisiana,
18 identified on the Financial Statement of Individual Defendant Lakes signed on
19 July 20, 2025, including the attachments, in which case Defendant Lakes shall
20 cooperate fully with the Receiver and shall execute any instrument or
21 document presented by the Receiver, and do whatever else the Receiver deems
22 necessary or desirable to effect such transfer. Upon such transfer, the property
23 shall be an asset of the receivership estate subject to the provisions relating to
24 the Receiver set forth in the Preliminary Injunction or any subsequent order
25 relating to the duties and functions of the Receiver, provided that Defendant
26 Lakes shall have the right of first offer on any sale of the property;
- 27 10. Defendant Lakes shall, within 90 days after the date of entry of this Order,
28 either (a) pay to the FTC cash in the amount of Two Hundred and Seventy

1 Thousand (\$270,000) or (b) transfer to the Receiver title to the 2024 Porsche
2 911 GT3 identified on the Financial Statement of Individual Defendant Lakes
3 signed on July 20, 2025, including the attachments, in which case Defendant
4 Lakes shall cooperate fully with the Receiver and shall execute any instrument
5 or document presented by the Receiver, and do whatever else the Receiver
6 deems necessary or desirable to effect such transfer. Upon such transfer, the
7 vehicle shall be an asset of the receivership estate subject to the provisions
8 relating to the Receiver set forth in the Preliminary Injunction or any
9 subsequent order relating to the duties and functions of the Receiver, provided
10 that Defendant Lakes shall have the right of first offer on any sale of the
11 vehicle;

12 11. Defendant Lakes shall, within 90 days after the date of entry of this Order,
13 either (a) pay to the FTC cash in the amount of Ninety Five Thousand
14 (\$95,000) or (b) transfer to the Receiver title to the 2025 Mercedes SUV
15 GLS450 identified on the Financial Statement of Individual Defendant Lakes
16 signed on July 20, 2025, including the attachments, in which case Defendant
17 Lakes shall cooperate fully with the Receiver and shall execute any instrument
18 or document presented by the Receiver, and do whatever else the Receiver
19 deems necessary or desirable to effect such transfer. Upon such transfer, the
20 vehicle shall be an asset of the receivership estate subject to the provisions
21 relating to the Receiver set forth in the Preliminary Injunction or any
22 subsequent order relating to the duties and functions of the Receiver, provided
23 that Defendant Lakes shall have the right of first offer on any sale of the
24 vehicle;

25 12. Defendant Lakes shall, within 90 days after the date of entry of this Order,
26 either (a) pay to the FTC cash in the amount of Thirty-One Thousand
27 (\$31,000) or (b) transfer to the Receiver title to the Philippe Patek and Rolex
28 watches identified on the Financial Statement of Individual Defendant Lakes

1 signed on July 20, 2025, including the attachments, and further clarified by
2 counsel in which case Defendant Lakes shall cooperate fully with the Receiver
3 and shall execute any instrument or document presented by the Receiver, and
4 do whatever else the Receiver deems necessary or desirable to effect such
5 transfer. Upon such transfer, the watches shall be an asset of the receivership
6 estate subject to the provisions relating to the Receiver set forth in the
7 Preliminary Injunction or any subsequent order relating to the duties and
8 functions of the Receiver, provided that Defendant Lakes shall have the right
9 of first offer on any sale of any watch;

10 C. Upon completion of the asset transfers set forth in Section VII.B of this Order, the
11 remainder of the judgment is suspended, subject to the Subsections E, F, and G
12 below.

13 D. The asset freeze is modified to permit the transfers and liquidations identified in
14 this Section. Upon completion of those transfers and liquidations, the asset freeze
15 as to Defendant Lakes is dissolved.

16 E. The FTC's agreement to the suspension of part of the judgment is expressly
17 premised upon the truthfulness, accuracy, and completeness of Defendant Lakes's
18 sworn financial statements and related documents (collectively, "financial
19 representations") submitted to the FTC, namely: the Financial Statement of
20 Individual Defendant Lakes signed on July 20, 2025, including the attachments.

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

26 G. If the suspension of the judgment is lifted, the judgment becomes immediately due
27 as to Defendant Lakes in the amount specified in Subsection VII.A above (which
28 the parties stipulate, only for purposes of this Section, represents the Consumer

1 injury alleged in the Complaint), less any payment previously made pursuant to
2 this Section, plus interest computed from the date of entry of this Order.

3 H. Defendant Lakes relinquishes dominion and all legal and equitable right, title, and
4 interest in all assets transferred pursuant to this Order and may not seek the return
5 of any assets.

6 I. The facts alleged in the Complaint will be taken as true, without further proof, in
7 any subsequent civil litigation by or on behalf of the FTC, including in a
8 proceeding to enforce its rights to any payment or monetary judgment pursuant to
9 Section VII.A of this Order, such as a nondischargeability complaint in any
10 bankruptcy case.

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

15 K. Defendant Lakes acknowledges that his Taxpayer Identification Numbers (Social
16 Security Number or Employer Identification Number), which he previously
17 submitted to the FTC, may be used for collecting and reporting on any delinquent
18 amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

19 L. All money received by the FTC pursuant to this Order may be deposited into a
20 fund administered by the FTC or its designee to be used for Consumer relief, such
21 as redress and any attendant expenses for the administration of any redress fund.
22 If a representative of the FTC decides that direct redress to Consumers is wholly
23 or partially impracticable or money remains after such redress is completed, the
24 FTC may apply any remaining money for such related relief (including Consumer
25 information remedies) as it determines to be reasonably related to Defendants'
26 practices alleged in the Complaint. Any money not used for such relief is to be
27 deposited to the U.S. Treasury. Defendant Lakes has no right to challenge any
28 actions the FTC or its representatives may take pursuant to this Subsection.

CUSTOMER INFORMATION

- VIII. IT IS FURTHER ORDERED** that Defendant Lakes, his officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order are permanently restrained and enjoined from directly or indirectly:
- A. Failing to provide sufficient customer information to enable the FTC to efficiently administer Consumer redress. If a representative of the FTC requests in writing any information related to redress, Defendant Lakes must provide it, in the form prescribed by the FTC, within 14 days;
 - B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Defendants obtained prior to entry of this Order in connection with the marketing and sale of Debt Relief Products or Services; and
 - C. Failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the FTC.
 - D. Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

COOPERATION

- IX. IT IS FURTHER ORDERED** that Defendant Lakes must fully cooperate with representatives of the FTC in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Defendant Lakes must provide truthful and complete information, evidence, and testimony. Defendant Lakes must appear for interviews, discovery, hearings, trials, and any other proceedings that a FTC representative may

1 reasonably request upon 5 days written notice, or other reasonable notice, at such
 2 places and times as a FTC representative may designate, without the service of a
 3 subpoena. Nothing in this Order shall be deemed a waiver by Defendant Lakes of
 4 any rights he may have pursuant to the Fifth Amendment to the Constitution of the
 5 United States.

6 **ORDER ACKNOWLEDGMENTS**

7 **X. IT IS FURTHER ORDERED** that Defendant Lakes obtain acknowledgments of
 8 receipt of this Order:

- 9 A. Defendant Lakes, within 7 days of entry of this Order, must submit to the FTC an
 10 acknowledgment of receipt of this Order sworn under penalty of perjury.
 11 B. For 5 years after entry of this Order, Defendant Lakes for any business that he,
 12 individually or collectively with any other Defendants, is the majority owner or
 13 controls directly or indirectly must deliver a copy of this Order to: (1) all
 14 principals, officers, directors, and LLC managers and members; (2) all employees
 15 having managerial responsibilities for conduct specified in Sections I–VI and all
 16 agents and representatives who participate in conduct specified in Sections I–VI;
 17 and (3) any business entity resulting from any change in structure as set forth in
 18 the Section titled Compliance Reporting. Delivery must occur within 7 days of
 19 entry of this Order for current personnel. For all others, delivery must occur
 20 before they assume their responsibilities.
 21 C. From each individual or entity to which Defendant Lakes delivered a copy of this
 22 Order, Defendant Lakes must obtain, within 30 days, a signed and dated
 23 acknowledgment of receipt of this Order.

24 **COMPLIANCE REPORTING**

25 **XI. IT IS FURTHER ORDERED** that Defendant Lakes make timely submissions to
 26 the FTC:

- 27 A. One year after entry of this Order, Defendant Lakes must submit a compliance
 28 report, sworn under penalty of perjury:

- 1 1. Defendant Lakes must: (a) identify the primary physical, postal, and email
2 address and telephone number, as designated points of contact, which
3 representatives of the FTC may use to communicate with him; (b) identify all
4 of his businesses by all of their names, telephone numbers, and physical,
5 postal, email, and Internet addresses; (c) describe the activities of each
6 business, including the goods and services offered, the means of advertising,
7 marketing, and sales, and the involvement of any other Defendant (which
8 Defendant Lakes must describe if he knows or should know due to his own
9 involvement); (d) describe in detail whether and how he is in compliance with
10 each Section of this Order; and (e) provide a copy of each Order
11 Acknowledgment obtained pursuant to this Order, unless previously submitted
12 to the FTC.
- 13 2. Additionally, Defendant Lakes must: (a) identify all telephone numbers and all
14 physical, postal, email and Internet addresses, including all residences; (b)
15 identify all business activities, including any business for which he performs
16 services whether as an employee or otherwise and any entity in which he has
17 any ownership interest; and (c) describe in detail his involvement in each such
18 business, including title, role, responsibilities, participation, authority, control,
19 and any ownership.
- 20 B. For 10 years after entry of this Order, Defendant Lakes must submit a compliance
21 notice, sworn under penalty of perjury, within 14 days of any change in the
22 following:
 - 23 1. Defendant Lakes must report any change in: (a) any designated point of
24 contact; or (b) the structure of any entity that he has any ownership interest in
25 or controls directly or indirectly that may affect compliance obligations arising
26 under this Order, including: creation, merger, sale, or dissolution of the entity
27 or any subsidiary, parent, or affiliate that engages in any acts or practices
28 subject to this Order.

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

C. Defendant Lakes must submit to the FTC notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against him within 14 days of its filing.

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

E. Unless otherwise directed by a FTC representative in writing, all submissions to the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. Accelerated Debt Settlement LLC, Matter No. X250035.

RECORDKEEPING

XII. IT IS FURTHER ORDERED that Defendant Lakes must create certain records for 10 years after entry of the Order, and retain each such record for 5 years. Specifically, Defendant Lakes, for any business that he, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

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

- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. records of all Consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the FTC; and
- E. a copy of each unique advertisement or other marketing material.

COMPLIANCE MONITORING

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

- A. Within 14 days of receipt of a written request from a representative of the FTC, Defendant Lakes must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The FTC is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including depositions by remote means), 31, 33, 34, 36, 45, and 69.
- B. For matters concerning this Order, the FTC is authorized to communicate directly with Defendant Lakes. Defendant Lakes must permit representatives of the FTC to interview any employee or other person affiliated with her who has agreed to such an interview. The person interviewed may have counsel present.
- C. The FTC may use all other lawful means, including posing, through its representatives as Consumers, suppliers, or other individuals or entities, to Defendant Lakes or any individual or entity affiliated with Defendant Lakes, without the necessity of identification or prior notice. Nothing in this Order limits

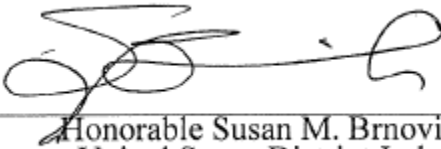
1 the FTC's lawful use of compulsory process, pursuant to Sections 9 and 20 of the
2 FTC Act, 15 U.S.C. §§ 49, 57b-1.

3 D. Upon written request from a representative of the FTC, any consumer reporting
4 agency must furnish consumer reports concerning Defendant Lakes, pursuant to
5 Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1).

6 **RETENTION OF JURISDICTION**

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

9 Dated this 27th day of March, 2026.

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12 _____
13 Honorable Susan M. Brnovich
14 United States District Judge
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