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*Attorneys for Plaintiff United States of America*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CITIZENS DISABILITY, LLC, a limited liability  
company; and

CD MEDIA, LLC, a limited liability company,  
d/b/a NATIONAL DISABILITY;

Case No. 1:25-cv-12826

AMERICAN DISABILITY; AMERICAN  
DISABILITY HELPLINE; CHRISTIAN  
DISABILITY; CITIZENS DISABILITY  
INTEGRATION; DEBT LEGAL GROUP;  
DISABILITY REFERRAL; DISABILITY  
REFERRALS; LOCAL DISABILITY; and  
UNITED STATES DISABILITY,

Defendants.

**STIPULATED ORDER FOR PERMANENT INJUNCTION,  
CIVIL PENALTY JUDGMENT, AND OTHER RELIEF**

Plaintiff, the United States of America, acting upon notification from the Federal Trade Commission (“FTC” or “Commission”), filed its Complaint for Permanent Injunction, Civil Penalty Judgment, and Other Relief (“Complaint”), for a permanent injunction, civil penalties, and other relief in this matter, pursuant to Sections 5(m)(1)(A), 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(m)(1)(A), 53(b) & 57b, and Section 6 of the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. § 6105. Defendants have waived service of the summons and the Complaint. Plaintiff and Defendants stipulate to the entry of this Stipulated Order for Permanent Injunction, Civil Penalty Judgments, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

**I. FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Telemarketing Sales Rule,

(“TSR”), 16 C.F.R. Part 310, in Defendants’ telemarketing of their Social Security Disability advocacy services.

3. Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.

4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.

5. Defendants and Plaintiff waive all rights to appeal or otherwise challenge or contest the validity of this Order.

## **II. DEFINITIONS**

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

A. “Clear(ly) and Conspicuous(ly)” means that a required disclosure is difficult to miss (*i.e.*, easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes members of that group.

B. “Covered Information” means individually identifiable information from or about an individual consumer, including (a) first and last name; (b) a home or other physical address, including street name, name of city or town, or zip code; (c) an email address or other online contact information, such as a social media username; (d) a telephone number, including mobile number; (e) gender; (f) age or date of birth; (g) response to any questions about circumstances specific to the consumer, such as work history, disabilities, or household debt; (h) biometric information; or (i) any information combined with any of (a) through (h).

C. “Defendants” means Citizens Disability, LLC and CD Media, LLC, also doing business as National Disability, American Disability, American Disability Helpline, Christian Disability, Citizens Disability Integration, Debt Legal Group, Disability Referral, Disability Referrals, Local Disability, and United States Disability, and their successors and assigns.

D. “Established Business Relationship” means a relationship between Defendants and a Person based on: (a) the Person’s purchase, rental, or lease of the Defendants’ goods or services or a financial transaction between the Person and Defendants, within the 18 months immediately preceding the date of the Telemarketing call; or (b) the Person’s inquiry or application regarding a product or service offered by the Defendants, within the 3 months immediately preceding the date of a Telemarketing call.

E. “Lead Generator” means any Person who any Defendant pays, offers to pay, or provides or offers to provide any form of consideration in exchange for (a) obtaining Covered Information of prospective customers for Defendants’ services; or (b) providing any such Covered Information of prospective customers to Defendants.

F. “National Do Not Call Registry” means the National Do Not Call Registry, which is the “do-not-call” registry maintained by the Commission pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(B).

G. “Outbound Telephone Call” means a telephone call initiated by a Telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.

H. “Person” or “Persons” includes a natural person, an organization, or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

I. “Telemarketer” means any Person who, in connection with Telemarketing, initiates or receives telephone calls to or from a customer or donor, whether or not such Person is under the jurisdiction of the Commission.

J. “Telemarketing” means any plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.

### **III. BAN ON ROBOCALLS**

IT IS ORDERED that Defendants, whether acting directly or through an intermediary, are permanently restrained and enjoined from initiating, causing others to initiate, or assisting others in initiating any Outbound Telephone Call that plays or delivers a prerecorded message, except where that message is played solely to comply with the call abandonment safe harbor in § 310.4(b)(4)(iii) and consists only of the name and telephone number of the seller on whose behalf the call was placed.

### **IV. PROHIBITION ON CALLS TO TELEPHONE NUMBERS ON THE NATIONAL DO NOT CALL REGISTRY**

IT IS FURTHER ORDERED that Defendants, Defendants’ 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 permanently restrained and enjoined from engaging in, or assisting and facilitating others in, initiating any Outbound Telephone Call to any person at a telephone number on the National Do Not Call Registry unless Defendants or the Telemarketer prove that:

A. Defendants have obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement shall clearly evidence such person's authorization that calls made by or on behalf of Defendants may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person. Such written agreement shall fully disclose Defendants' identity and must be obtained prior to the Defendant or Telemarketer placing a call to a telephone number on the National Do Not Call Registry. For purposes of this subsection, the term "signature" shall include an electronic or digital form of signature, to the extent that such form of signature is recognized as a valid signature under applicable federal law or state contract law; or

B. Defendants have an Established Business Relationship with such person, and that person has not stated that he or she does not wish to receive Outbound Telephone Calls made by or on behalf of the Defendants.

**V. PROHIBITION AGAINST MISREPRESENTATIONS**

IT IS FURTHER ORDERED that Defendants, Defendants' 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, in connection with promoting or offering for sale any good or service are permanently restrained and enjoined from misrepresenting expressly or by implication:

A. That Defendants are affiliated with, or endorsed or sponsored by, the Social Security Administration;

B. That Defendants are affiliated with, or endorsed or sponsored by, any Person or government entity;

C. That Defendants are calling the consumer in response to the consumer's inquiry about his or her eligibility for Social Security Disability benefits; and

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

## **VI. DUE DILIGENCE AND MONITORING OF LEAD GENERATORS**

IT IS FURTHER ORDERED that Defendants, Defendants' 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 permanently restrained and enjoined from failing to:

A. Provide to each Lead Generator, as a condition of doing business, a copy of this Order within 7 days of its entry and a Clear and Conspicuous disclosure in writing that engaging in acts or practices prohibited by this Order will result in disciplinary action, which may include immediate termination of any Lead Generator and forfeiture of all monies owed to such Lead Generator;

B. Obtain, within 45 days of entry of this Order, a signed and dated statement from each Lead Generator acknowledging receipt of the Order and expressly agreeing to comply with it, or suspend, until such a statement is provided, all business with any Lead Generator that fails to provide it;

C. Establish, implement, and thereafter maintain a system to review and monitor all materially distinct materials that any Lead Generator publicly displays or disseminates to any consumers whose Covered Information is provided to Defendants, which system shall include procedures sufficient to:



1. Obtain from each Lead Generator:
  - a. A copy of all materially distinct websites or other material, including text, graphics, photographs, videos, audio, and scripts—prior to public display or dissemination to consumers—that a Lead Generator uses to solicit and/or obtain Covered Information to provide to Defendants;
  - b. Each website or social media location where the material has appeared, including any social media account or URL of any website; and
  - c. Dates when the material was publicly displayed or disseminated to any consumer;
2. Review all material submitted to Defendants under Section VI(C)(1) to determine if it contains any misrepresentations:
  - a. If the material contains a misrepresentation, inform the Lead Generator in writing that approval to use such material is denied; and
  - b. If the material does not contain a misrepresentation, inform the Lead Generator in writing that approval to use such material is granted;
3. If Defendants know or should know that the Lead Generator has publicly displayed or disseminated to a consumer any material that contains a misrepresentation, then Defendants shall, subject to Sections VI(C)(5)-(6), immediately suspend, deny payment to, and reject all future transfers of Covered Information from such Lead Generator;
4. Promptly and thoroughly investigate any complaint or other information that Defendants receive alleging that a Lead Generator displayed or disseminated any material that contains a misrepresentation and:

- a. Notify the Lead Generator that it is under investigation;
- b. At the conclusion of the investigation,
  - i. Document the factual findings and conclusions in a written report;
  - ii. Send the written report to the Lead Generator investigated; and
  - iii. If the Lead Generator is found to have displayed or disseminated any material that contains a misrepresentation, immediately suspend or permanently terminate the Lead Generator by rejecting all future transfers of Covered Information;
- 5. Require, prior to allowing the suspension of any Lead Generator to be lifted, compliance with the requirements of Sections VI(C)(1)-(2); and
- 6. Permanently terminate any Lead Generator that Defendants have suspended on at least two prior occasions in the preceding five years and that subsequently engages in acts or practices prohibited by this Order.
- D. Designate, within 30 days of entry of this Order, an employee responsible for the establishment, implementation, and maintenance of the system required under Subsection (C) of this Section.

## **VII. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

IT IS FURTHER ORDERED that:

- A. Judgment in the amount of Two Million Dollars (\$2,000,000.00) is entered in favor of Plaintiff against Defendants, jointly and severally, as a civil penalty.

B. Defendants are ordered to pay to Plaintiff, by making payment to the Treasurer of the United States, by electronic fund transfer in accordance with instructions to be provided by a representative of Plaintiff upon the Court's issuance of this Order as follows:

1. Five Hundred Thousand Dollars (\$500,000.00) within 7 days of entry of this Order, which, as Defendants stipulate, their undersigned counsel holds in escrow for no purpose other than payment to Plaintiff; and

2. Five Hundred Thousand Dollars (\$500,000.00) by no later than one year after the date this Order is entered.

C. Without the prior written consent of the Commission (which consent may be withheld in its sole and absolute discretion), for so long as the payment specified in Subsection VII(B)(2) above (the "Deferred Payment") remains outstanding, Defendants shall not pay any dividends, distributions, or bonuses to its owners or employees.

D. In the event that there is a sale of the Defendants within one year of the entry of this Order, the Deferred Payment shall be paid by no later than the earlier of: (a) thirty (30) days after the closing of the sale of the Defendants; or (b) one year after the date this Order is entered.

E. Time is of the essence for the Deferred Payment. In the event such payment is not made by the due date set forth in Subsection VII(B)(2), the entire outstanding balance of the Judgment in Subsection VII(B)(2) shall be immediately due and payable to Plaintiff, together with interest as computed pursuant to 28 U.S.C. § 1961 from the date of default to the date of payment, and the Plaintiff shall be entitled to exercise immediately any and all rights and remedies against Defendants and their assets to collect the full amount of the judgment and interest thereon, less any amounts already paid.

F. Upon the payments described in Subsections VII(B)(1) and VII(B)(2), the remainder of the judgment is suspended, subject to the Subsections below.

G. Plaintiff's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, "financial representations") submitted to the Commission, namely:

1. The Financial Statement of Defendant Citizens Disability, LLC signed on October 24, 2024, including the attachments;

2. The additional documentation and/or information submitted by email from Defendants' former counsel Neil Asnen and/or Dustin Mansoor to Commission counsel Karina A. Layugan, Matthew H. Fine, and Jeffrey Tang:

- a. On October 21, 2024, attaching Defendants' audited financial statements for the years ending on December 31, 2021, December 31, 2022, and December 31, 2023;

- b. On October 29, 2024, attaching bank statements for Citizens Disability East Asia Ventures, Inc., a wholly-owned subsidiary of Defendant Citizens Disability, LLC, for the time period from December 31, 2023 to September 30, 2024 and financial statements for Citizens Disability East Asia Ventures, Inc. for the quarter ending on September 30, 2024;

- c. On October 30, 2024, attaching bank statements for Defendants' bank accounts, with the exception of accounts for Citizens Disability East Asia Ventures, Inc., for the time period from June 30, 2023 to September 30, 2024;

d. On October 31, 2024, attaching Defendants' financial statements for the time period from July 1, 2023 to September 30, 2024 and Defendants' Second Amended and Restated Operating Agreement dated March 31, 2018;

e. On November 1, 2024 at 2:14 p.m. Pacific Time;

f. On November 13, 2024, attaching additional financial statements of Defendants' for the time period from December 31, 2023 to September 30, 2024;

g. On January 10, 2025, attaching bank account reconciliation for Defendants' bank accounts, with the exception of accounts for Citizens Disability East Asia Ventures, Inc., for the time period from July 1, 2023 to September 30, 2024 and Defendants' financial statements for the quarter ending on December 31, 2024;

h. On January 14, 2024, attaching a spreadsheet containing Defendants' executive compensation figures for the time period from 2022 to 2024; and

i. On January 16, 2024 at 5:25 p.m. Pacific Time.

3. The additional information submitted by email from Defendants' counsel M. Sean Royall to Commission counsel Karina A. Layugan and Delilah Vinzon on April 18, 2025 at 12:39 p.m. Pacific Time.

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

I. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the amount of the civil penalty for the violations alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

#### **VIII. ADDITIONAL MONETARY PROVISIONS**

IT IS FURTHER ORDERED that:

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

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

C. Each Defendant acknowledges that Defendant's Employer Identification Number, Social Security Number, or other Taxpayer Identification Number ("TIN"), including all TINs that Defendants previously provided, may be used by the Commission and Plaintiff for reporting and other lawful purposes, including collecting on any delinquent amount arising out of this Order in accordance with 31 U.S.C. §7701.

#### **IX. CUSTOMER INFORMATION**

IT IS FURTHER ORDERED that Defendants, Defendants' 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. Within 30 days after the effective date of this Order, failing to destroy Covered Information, including the name, address, telephone number, email address, social security number, gender, age or date of birth, work history, disabilities, other demographic or identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), in all forms that is in any Defendant's possession, custody, or control and was obtained prior to the date on which all Defendants have signed this Order, provided, however, that a customer's information need not be deleted to the extent:

1. It is requested by a government agency;
2. It is required by law, regulation, court order, contractual obligations requiring Defendants to maintain records to document compliance with federal or state laws or regulations applicable to Telemarketing or email marketing, or legal process, including as required by rules applicable to safeguarding of evidence in pending or anticipated litigation; or
3. The Covered Information is necessary to provide social security disability advocacy services to customers who contracted with Defendants for such services prior to the date on which all Defendants have signed this Order.

B. For any customer or prospective customer information not deleted pursuant to Subsection A of this Section, using, selling, transferring, or disclosing such information to any Person, except as required in the manners contemplated by Subsection A.1-2 or as necessary to provide the services contemplated by Subsection A.3.

## **X. COOPERATION**

IT IS FURTHER ORDERED that Defendants must fully cooperate with representatives of Plaintiff and the Commission in this case and in any investigation related to or associated with

the transactions or the occurrences that are the subject of the Complaint. Defendants must provide truthful and complete information, evidence, and testimony. Defendants must cause Defendants' officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a Plaintiff or Commission representative may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a Plaintiff or Commission representative may designate, without the service of a subpoena.

#### **XI. ORDER ACKNOWLEDGMENTS**

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

- A. Each Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 5 years after entry of this Order, each Defendant must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.
- C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.



## **XII. COMPLIANCE REPORTING**

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

A. One year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission and Plaintiff may use to communicate with Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant; (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

B. For 10 years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following: (a) any designated point of contact; or (b) the structure of any Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

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

D. Any submission to the Commission 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 Commission representative in writing, all submissions to the Commission 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: *United States of America v. Citizens Disability, LLC, et al.*, FTC Case Number 2223158.

### **XIII. RECORDKEEPING**

IT IS FURTHER ORDERED that Defendants must create certain records for 10 years after entry of the Order, and retain each such record for 5 years. Specifically, Defendants 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 Commission; and

E. a copy of each unique advertisement or other marketing material relating to the subject matter of the Order, except for advertisements or other marketing materials that are dynamically generated and disseminated by a third party (e.g., Meta Platforms, Inc.), Defendants may instead retain:

1. The components supplied by or on behalf of Defendants to the third party for generating such advertisements or other marketing materials (e.g., text, images, audiovisual elements);
2. The dissemination data and ad performance reporting related to such advertisements or other marketing materials that Defendants access and use; and
3. The ad monitoring reports related to such advertisements or other marketing materials that Defendants access and use.

#### **XIV. COMPLIANCE MONITORING**

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order:

A. Within 14 days of receipt of a written request from a representative of the Commission or Plaintiff, each Defendant 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 Commission and Plaintiff are 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 Commission and Plaintiff are authorized to communicate directly with each Defendant. Defendant must permit representatives of the

Commission and Plaintiff to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

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

#### **XV. RETENTION OF JURISDICTION**

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

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_

UNITED STATES DISTRICT JUDGE

**SO STIPULATED AND AGREED:**

**FOR PLAINTIFF**

**UNITED STATES OF AMERICA**

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JORDAN C. CAMPBELL  
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/s/ Coleen Schoch

Date: September 30, 2025

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/s/ Abraham R. George

Date: September 30, 2025

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**FEDERAL TRADE COMMISSION**



Date: 9/17/25

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**FOR DEFENDANTS:**

Date: \_\_\_\_\_

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COUNSEL FOR DEFENDANTS CITIZENS DISABILITY, LLC, AND CD MEDIA, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER O'CONNOR, ON BEHALF  
OF CITIZENS DISABILITY, LLC AND CD  
MEDIA, LLC

**FOR DEFENDANTS**

COUNSEL FOR DEFENDANTS CITIZENS  
DISABILITY, LLC, AND CD MEDIA, LLC



Date: 6/17/2025

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CHRISTOPHER O'CONNOR, ON  
BEHALF OF CITIZENS  
DISABILITY, LLC AND CD  
MEDIA, LLC

Date 6/17/2025