

1 WILLARD K. TOM  
 General Counsel  
 2 CHRISTOPHER T. KOEGEL  
 SEENA D. GRESSIN, CA Bar No. 163368 (inactive)  
 3 REBECCA M. UNRUH  
ckoegel@ftc.gov; sgressin@ftc.gov; runruh@ftc.gov  
 4 Federal Trade Commission  
 600 Pennsylvania Avenue, N.W., NJ-3158  
 5 Washington, DC 20580  
 P: (202) 326-3224; F: (202) 326-3768  
 6

7 RAYMOND E. McKOWN, CA Bar No. 150975  
rmckown@ftc.gov  
 8 Federal Trade Commission  
 10877 Wilshire Blvd., Ste. 700  
 9 Los Angeles, CA 90024  
 P: (310) 824-4343; F: (310) 824-4380  
 10

11 Attorneys for Plaintiff  
 FEDERAL TRADE COMMISSION

12 UNITED STATES DISTRICT COURT  
 13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 FEDERAL TRADE COMMISSION,

15 Plaintiff,

16 v.

17 FORENSIC CASE MANAGEMENT  
 18 SERVICES, INC. d/b/a Commercial  
 Investigations, Inc., FCMS, Inc., Commercial  
 19 Recovery Solutions, Inc., and Rumson,  
 Bolling & Associates, a California  
 20 corporation; SPECIALIZED RECOVERY,  
 INC. d/b/a Joseph, Steven & Associates and  
 21 Specialized Debt Recovery, a California  
 corporation; COMMERCIAL  
 22 RECEIVABLES ACQUISITION, INC. d/b/a  
 Commercial Recovery Authority, Inc. and  
 23 The Forwarding Company, a California  
 corporation; DAVID M. HYNES II a/k/a  
 24 David M. Hynes, Jr.; JAMES HYNES;  
 KEVIN MEDLEY; HEATHER TRUE;  
 25 FRANK E. LINDSTROM, JR.; and  
 LORENA QUIROZ-HYNES a/k/a Lorena  
 26 Quiroz and Lorena Hynes,

27 Defendants.  
 28

LACV11-7484 [26] [1550]

Case No.:

**PROPOSED**  
**PRELIMINARY**  
**INJUNCTION AND**  
**ORDER CONTINUING**  
**ASSET FREEZE AND**  
**OTHER PROVISIONS OF**  
**THE TRO, AND**  
**APPOINTING A**  
**PERMANENT RECEIVER**

1 Plaintiff, the Federal Trade Commission ("FTC"), pursuant to Section 13(b)  
2 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), and Section  
3 814(a) of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692l(a),  
4 has filed a Complaint for a permanent injunction and other equitable relief,  
5 including restitution to consumers, and applied for a temporary restraining order  
6 pursuant to Rule 65(b) of the Federal Rules of Civil Procedure.

7 **FINDINGS OF FACT**

8 This Court, having considered the FTC's pleadings, declarations, exhibits,  
9 and memoranda, and the evidence presented by all parties, finds that:

10 1. This Court has jurisdiction over the subject matter of this case, there is good  
11 cause to believe it will have jurisdiction over all the parties hereto, and

12 venue in this district is proper;

13 2. *Having considered evidence contained in Vols. I and II of Plaintiff's attached evidence,*  
14 There is good cause to believe that Defendants Forensic Case Management  
15 Services, Inc. (d/b/a Commercial Investigations, Inc., FCMS, Inc.,  
16 Commercial Recovery Solutions, Inc., and Rumson, Bolling & Associates),  
17 a California corporation; Specialized Recovery, Inc. (d/b/a Joseph, Steven &  
18 Associates and Specialized Debt Recovery), a California corporation; and  
19 Commercial Receivables Acquisition, Inc. (d/b/a Commercial Recovery  
20 Authority, Inc. and The Forwarding Company), a California corporation;  
21 David M. Hynes II; James Hynes; Kevin Medley; Heather True; Frank E.  
22 Lindstrom, Jr., and Lorena Quiroz-Hynes have engaged and are likely to  
23 continue to engage in acts or practices that violate Section 5(a) of the FTC  
24 Act, 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. § 1692-1692p, and that  
25 the FTC is therefore likely to prevail on the merits of this action;

26 3. There is good cause to believe that immediate and irreparable harm will  
27 result from Defendants' ongoing violations of Section 5(a) of the FTC Act  
28 and the FDCPA unless Defendants are restrained and enjoined by Order of  
this Court;

*Based on evidence contained in PX30 PPR6-11, ex A-Part T, and PX33,*

1 4. There is good cause to believe that immediate and irreparable damage to the  
2 Court's ability to grant effective final relief for consumers in the form of  
3 monetary restitution and disgorgement of ill-gotten gains will occur from the  
4 transfer, dissipation, or concealment by Defendants of their assets or  
5 business records unless Defendants are restrained and enjoined by Order of  
6 this Court;

7 5. Good cause exists for appointing a permanent receiver over Defendants  
8 Forensic Case Management Services, Inc. (d/b/a Commercial Investigations,  
9 Inc., FCMS, Inc., Commercial Recovery Solutions, Inc. and Rumson,  
10 Bolling & Associates); Specialized Recovery, Inc. (d/b/a Joseph, Steven &  
11 Associates and Specialized Debt Recovery); and Commercial Receivables  
12 Acquisition, Inc. (d/b/a Commercial Recovery Authority, Inc. and The  
13 Forwarding Company), continuing the asset freeze imposed pursuant to the  
14 temporary restraining order ("TRO") issued in this case and permitting the  
15 FTC access to Defendants' business premises at the discretion of the  
16 Receiver.

17 6. Weighing the equities and considering the FTC's likelihood of ultimate  
18 success, this order is in the public interest; and

19 7. No security is required of any agency of the United States for issuance of a  
20 restraining order. Fed. R. Civ. P. 65.

21 **ORDER**

22 **Definitions**

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

24 A. "Assets" means any legal or equitable interest in, right to, or claim to, any  
25 real, personal, or intellectual property of any Defendants, or held for the  
26 benefit of any Defendants, wherever located, whether in the United States or  
27 abroad, including, but not limited to, chattel, goods, instruments, equipment,  
28 fixtures, general intangibles, effects, leaseholds, contracts, mail or other

1 deliveries, shares of stock, inventory, checks, notes, accounts, credits,  
2 receivables (as those terms are defined in the Uniform Commercial Code),  
3 cash, and trusts, including but not limited to any trust held for the benefit of  
4 any Defendant, any of the Individual Defendants' minor children, or any of  
5 the Individual Defendants' spouses, and shall include both existing assets  
6 and assets acquired after the date of entry of this Order.

7 B. "Corporate Defendants" means Forensic Case Management Services, Inc.  
8 (also d/b/a Commercial Investigations, Inc., FCMS, Inc., Commercial  
9 Recovery Solutions, Inc., and Rumson, Bolling & Associates), a California  
10 corporation; Specialized Recovery, Inc. (also d/b/a Joseph, Steven &  
11 Associates and Specialized Debt Recovery), a California corporation; and  
12 Commercial Receivables Acquisition, Inc. (also d/b/a Commercial Recovery  
13 Authority, Inc. and The Forwarding Company), a California corporation;  
14 and their successors, assigns, affiliates, or subsidiaries, and each of them by  
15 whatever names each might be known.

16 C. "Defendants" means all of the Individual Defendants and the Corporate  
17 Defendants, individually, collectively, or in any combination, and each of  
18 them by whatever names each might be known.

19 D. "Debt" means any obligation or alleged obligation to pay money arising out  
20 of a transaction, whether or not such obligation has been reduced to  
21 judgment.

22 E. "Document" or "Electronically Stored Information" is synonymous in  
23 meaning and equal in scope to the usage of the terms in Rule 34(a) of the  
24 Federal Rules of Civil Procedure and includes:

- 25 1. The original or a true copy of any written, typed, printed,  
26 electronically stored, transcribed, taped, recorded, filmed, punched, or  
27 graphic matter or other data compilations of any kind, including, but  
28 not limited to, letters, email or other correspondence, messages,

1 memoranda, interoffice communications, notes, reports, summaries,  
2 manuals, magnetic tapes or discs, tabulations, books, records, checks,  
3 invoices, work papers, journals, ledgers, statements, returns, reports,  
4 schedules, or files; and

- 5 2. Any electronically stored information stored on any Blackberrys, flash  
6 drives, personal digital assistants (“PDAs”), desktop personal  
7 computer and workstations, laptops, notebooks, and other portable  
8 computers, or other electronic storage media, whether assigned to  
9 individuals or in pools of computers available for shared use; and  
10 home computers used for work-related purposes; backup disks and  
11 tapes, archive disks and tapes, and other forms of offline storage,  
12 whether stored onsite with the computer used to generate them, stored  
13 offsite in another company facility, or stored, hosted, or otherwise  
14 maintained offsite by a third-party; and computers and related offline  
15 storage used by Defendants or Defendants’ participating associates,  
16 which may include persons who are not employees of the company or  
17 who do not work on company premises.

18 F. “Electronic Data Host” means any person or entity that stores, hosts, or  
19 otherwise maintains electronically stored information.

20 G. “Financial institution” means any bank, savings and loan institution, credit  
21 union, or any financial depository of any kind, including, but not limited to,  
22 any brokerage house, trustee, broker-dealer, escrow agent, title company,  
23 commodity trading company, or precious metal dealer.

24 H. “Individual Defendants” means David M. Hynes II a/k/a David Hynes, Jr.,  
25 James Hynes, Kevin Medley, Heather True, Frank E. Lindstrom, Jr., and  
26 Lorena Quiroz-Hynes a/k/a Lorena Quiroz and Lorena Hynes, and each of  
27 them by whatever names each might be known.

28 I. “Material fact” means any fact that is likely to affect a person’s choice of, or

1 conduct regarding, goods or services.

2 J. "Person" means any individual, group, unincorporated association, limited  
3 or general partnership, corporation, or other business entity.

4 K. "Receiver" means the permanent receiver appointed by the Court herein and  
5 any deputy receivers as may be named by the permanent receiver.

6 L. "Receivership Defendants" means Forensic Case Management Services, Inc.  
7 (also d/b/a Commercial Investigations, Inc., FCMS, Inc., Commercial  
8 Recovery Solutions, Inc., and Rumson, Bolling & Associates), a California  
9 corporation; Specialized Recovery, Inc. (also d/b/a Joseph, Steven &  
10 Associates and Specialized Debt Recovery), a California corporation; and  
11 Commercial Receivables Acquisition, Inc. (also d/b/a Commercial Recovery  
12 Authority, Inc. and The Forwarding Company), a California corporation;  
13 and their successors, assigns, affiliates, or subsidiaries, and each of them by  
14 whatever names each might be known that conduct any business related to  
15 Defendants' debt collection business and which the Receiver has reason to  
16 believe are owned or controlled in whole or in part by any of the Defendants.  
17 M. The words "and" and "or" shall be understood to have both conjunctive and  
18 disjunctive meanings as necessary to make the applicable phrase or sentence  
19 inclusive rather than exclusive.

20 I.

21 **PROHIBITION AGAINST USE OF DECEPTION AND**  
22 **MISREPRESENTATION IN DEALING WITH CLIENTS AND**  
23 **POTENTIAL CLIENTS**

24 **IT IS THEREFORE ORDERED** that in connection with offering their  
25 services to creditors and other clients, Defendants and their officers, agents,  
26 servants, employees, and attorneys, and all other persons or entities in active  
27 concert or participation with any of them who receive actual notice of this Order by  
28 personal service, facsimile, email, or otherwise, each are hereby restrained and  
enjoined from, directly or indirectly:

1 A. Violating Section 5 of the FTC Act, 15 U.S.C. § 45, by engaging in unfair or  
2 deceptive acts or practices, including but not limited to:

- 3 1. Misrepresenting, directly or by implication, that if Defendants collect  
4 money from the alleged debtor, Defendants will forward the collected  
5 amount, minus a contingency fee for debt collection services, to the  
6 creditor on whose behalf Defendants propose to conduct debt  
7 collection services;
- 8 2. Misrepresenting, directly or by implication, that Defendants have  
9 identified or located at least some of the alleged debtor's assets, which  
10 can be used toward the satisfaction of the alleged debt;
- 11 3. Misrepresenting, directly or by implication, that Defendants will  
12 undertake certain legal actions, such as the filing of a collection  
13 lawsuit, the garnishment of wages, or seizure of assets; or
- 14 4. Misrepresenting, directly or by implication, that collection of at least  
15 some of the money owed on the alleged debt is guaranteed if the  
16 creditor on whose behalf Defendants propose to conduct debt  
17 collection services pays Defendants a fee to initiate the specified legal  
18 action(s).

19 **II.**

20 **PROHIBITION AGAINST USE OF DECEPTION,**  
21 **MISREPRESENTATION, ABUSE, AND HARASSMENT**  
22 **IN DEBT COLLECTION**

23 **IT IS THEREFORE ORDERED** that in connection with the collection or  
24 attempted collection of any debt, Defendants and their officers, agents, servants,  
25 employees, and attorneys, and all other persons or entities in active concert or  
26 participation with any of them who receive actual notice of this Order by personal  
27 service, facsimile, email, or otherwise, each are hereby restrained and enjoined  
28 from, directly or indirectly:

A. Violating the FDCPA, 15 U.S.C. § 1692-1692p, including but not limited to:

1 jurisdiction, and when not reasonably necessary to effectuate a postjudgment  
2 judicial remedy; and

3 D. Engaging in conduct the natural consequence of which is to harass, oppress,  
4 or abuse a person, including, but not limited to:

- 5 1. using or threatening to use violence or other criminal means to harm  
6 the physical person, reputation, or property of any person;
- 7 2. using obscene or profane language or language the natural  
8 consequence of which is to abuse the hearer; or
- 9 3. causing a telephone to ring or engaging a person in telephone  
10 conversation repeatedly or continuously with the intent to annoy,  
11 abuse, or harass a person at the number called.

12 **III.**

13 **ASSET FREEZE**

14 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents,  
15 servants, employees, and attorneys, and all persons or entities directly or indirectly  
16 under the control of any of them, including any financial institution, and all other  
17 persons or entities in active concert or participation with any of them who receive  
18 actual notice of this Order by personal service, facsimile, email, or otherwise, each  
19 are hereby restrained and enjoined from directly or indirectly:

- 20 A. Selling, liquidating, assigning, transferring, converting, loaning,  
21 hypothecating, disbursing, gifting, conveying, encumbering, pledging,  
22 concealing, dissipating, spending, withdrawing, or otherwise disposing of  
23 any funds, real or personal property, or other assets or any interest therein,  
24 wherever located, including any assets outside the territorial United States,  
25 that are:
- 26 1. in the actual or constructive possession of any Defendant;
  - 27 2. owned or controlled by, or held, in whole or in part for the benefit of,  
28 or subject to access by, or belonging to, any Defendant; or

1 3. in the actual or constructive possession of, or owned or controlled by,  
2 or subject to access by, or belong to, any corporation, partnership,  
3 trust or other entity directly or indirectly owned, managed or under the  
4 control of any Defendant;

5 B. Opening, or causing to be opened, any safe deposit boxes titled in the name  
6 of any Defendant, or subject to access by any Defendant;

7 C. Incurring charges on any credit card, stored value card, debit card or charge  
8 card issued in the name, singly or jointly, of any Defendant or any other  
9 entity directly or indirectly owned, managed or controlled by any Defendant;

10 D. Obtaining a personal or secured loan;

11 E. Cashing any checks from consumers, clients, or customers of any  
12 Defendant; or

13 F. Transferring any funds or other assets subject to this Order for attorneys'  
14 fees or living expenses, except from accounts or other assets identified by  
15 prior written notice to the FTC; *provided that* no attorneys' fees or living  
16 expenses, other than those set forth in Subparagraph G of this Paragraph III,  
17 and only in accordance with the procedures set forth in Subparagraph G of  
18 this Paragraph III, shall be paid from funds or other assets subject to this  
19 Order until the financial statements required by Paragraph V are provided to  
20 counsel for the FTC.

21 G. Notwithstanding the above, following the submission of all of the financial  
22 statements required by Paragraph V and, to the extent not already done so  
23 pursuant to the TRO issued in this case, any Defendant may make a one-  
24 time-only payment of up to \$1,000 from his personal funds for necessary  
25 living expenses and/or attorneys' fees. No such expense, however, shall be  
26 paid from funds subject to this Order except from cash on the person of any  
27 Defendant, or from an account designated by prior written notice to counsel  
28 for the FTC.

H. *Defendants' Request for Release of funds  
for attorneys' fees and living expenses are  
denied at this time for failure to show  
reasonableness and sufficient proof.*



1 otherwise maintained on behalf of Defendants for forensic imaging;

2 C. Deny access to any safe deposit boxes that are either titled in the name,  
3 individually or jointly, or subject to access by, any Defendant or other party  
4 subject to Paragraph III above; and

5 D. To the extent not already done so pursuant to the TRO issued in this case,  
6 provide to counsel for the FTC and the Receiver, within one (1) business  
7 day, a sworn statement setting forth:

8 1. the identification of each account or asset titled in the name,  
9 individually or jointly, or held on behalf of or for the benefit of,  
10 subject to withdrawal by, subject to access or use by, or under the  
11 signatory power of any Defendant or other party subject to Paragraph  
12 III above, whether in whole or in part;

13 2. the balance of each such account, or a description of the nature and  
14 value of such asset, as of the close of business on the day on which  
15 this Order is served;

16 3. the identification of any safe deposit box that is either titled in the  
17 name of, individually or jointly, or is otherwise subject to access or  
18 control by, any Defendant or other party subject to Paragraph III  
19 above, whether in whole or in part; and

20 4. if the account, safe deposit box, or other asset has been closed or  
21 removed, the date closed or removed, the balance on said date, and the  
22 name or the person or entity to whom such account or other asset was  
23 remitted;

24 E. To the extent not already done so pursuant to the TRO issued in this case,  
25 provide counsel for the FTC and the Receiver, within three (3) business days  
26 after being served with a request, copies of all documents pertaining to such  
27 account or asset, including but not limited to originals or copies of account  
28 applications, account statements, signature cards, checks, drafts, deposit

1 tickets, transfers to and from the accounts, all other debit and credit  
2 instruments or slips, currency transaction reports, 1099 forms, and safe  
3 deposit box logs; provided that such institution or custodian may charge a  
4 reasonable fee; and

- 5 F. Cooperate with all reasonable requests of the Receiver relating to this  
6 Order's implementation.

7 **IT IS FURTHER ORDERED** that the accounts subject to this provision  
8 include existing assets and assets deposited after the effective date of this Order.  
9 This Paragraph shall not prohibit transfers in accordance with any provision of this  
10 Order, or any further order of the Court.

11 **IT IS FURTHER ORDERED** the FTC is granted leave, pursuant to Fed. R.  
12 Civ. P. 45, to subpoena documents immediately from any such financial institution,  
13 account custodian, or other entity concerning the nature, location, status, and extent  
14 of Defendants' accounts, documents, and assets, and compliance with this Order,  
15 and such financial institution, account custodian, or other entity shall respond to  
16 such subpoena within three (3) business days after service.

17 **V.**

18 **FINANCIAL STATEMENTS AND ACCOUNTING**

19 **IT IS FURTHER ORDERED** that, to the extent it has not already done so  
20 pursuant to the TRO issued in this case, each Defendant, within three business days  
21 of service of this Order, shall prepare and deliver to counsel for the FTC:

- 22 A. For Individual Defendants, a completed financial statement accurate as of  
23 the date of service of this Order upon such Defendant (unless otherwise  
24 agreed upon with FTC counsel) on the form lodged as Attachment A to the  
25 FTC's TRO Application.
- 26 B. For Corporate Defendants, a completed financial statement accurate as of the  
27 date of service of this Order upon such Defendant (unless otherwise agreed  
28 upon with FTC counsel) on the form lodged as Attachment B to the FTC's

1 TRO Application.

2 C. For each Defendant, a completed statement, verified under oath, of all  
3 payments, transfers or assignments of funds, assets, or property worth  
4 \$1,000 or more since January 1, 2008. Such statement shall include: (a) the  
5 amount transferred or assigned; (b) the name of each transferee or assignee;  
6 (c) the date of the transfer or assignment; and (d) the type and amount of  
7 consideration paid the Defendant. Each statement shall specify the name  
8 and address of each financial institution and brokerage firm at which the  
9 Defendant has accounts or safe deposit boxes. Said statements shall include  
10 assets held in foreign as well as domestic accounts.

11 **VI.**

12 **CONSUMER CREDIT REPORTS**

13 **IT IS FURTHER ORDERED** that pursuant to Section 604(1) of the Fair  
14 Credit Reporting Act, 15 U.S.C. § 1681b(1), any consumer reporting agency may  
15 furnish to the FTC a consumer report concerning any Defendant.

16 **VII.**

17 **REPATRIATION OF FOREIGN ASSETS**

18 **IT IS FURTHER ORDERED** that, to the extent not already done so  
19 pursuant to the TRO issued in this case, within five (5) business days following the  
20 service of this Order, each Defendant shall:

- 21 A. Provide counsel for the FTC and the Receiver with a full accounting of all  
22 assets, accounts, funds, and documents outside of the territory of the United  
23 States that are held either: (1) by them; (2) for their benefit; (3) in trust by or  
24 for them, individually or jointly; or (4) under their direct or indirect control,  
25 individually or jointly;
- 26 B. Transfer to the territory of the United States all assets, accounts, funds, and  
27 documents in foreign countries held either: (1) by them; (2) for their benefit;  
28 (3) in trust by or for them, individually or jointly; or (4) under their direct or

1 indirect control, individually or jointly;

2 C. Hold and retain all repatriated assets, accounts, funds, and documents, and  
3 prevent any transfer, disposition, or dissipation whatsoever of any such  
4 assets, accounts, funds, or documents except as allowed by Paragraph III of  
5 this Order; and

6 D. Provide the FTC access to all records of accounts or assets of the Corporate  
7 Defendants and Individual Defendants held by financial institutions located  
8 outside the territorial United States by signing the Consent to Release of  
9 Financial Records lodged with the FTC's TRO Application as Attachment  
10 C.

11 **VIII.**

12 **NONINTERFERENCE WITH REPATRIATION**

13 **IT IS FURTHER ORDERED** that Defendants are hereby restrained and  
14 enjoined from taking any action, directly or indirectly, that may result in the  
15 encumbrance or dissipation of foreign assets, or in the hindrance of the repatriation  
16 required by the preceding Paragraph VII of this Order, including, but not limited  
17 to:

- 18 A. Sending any statement, letter, fax, email or wire transmission, or telephoning  
19 or engaging in any other act, directly or indirectly, that results in a  
20 determination by a foreign trustee or other entity that a "duress" event has  
21 occurred under the terms of a foreign trust agreement until such time that all  
22 assets have been fully repatriated pursuant to Paragraph VII of this Order; or  
23 B. Notifying any trustee, protector, or other agent of any foreign trust or other  
24 related entities of either the existence of this Order, or of the fact that  
25 repatriation is required pursuant to a court order, until such time that all  
26 assets have been fully repatriated pursuant to Paragraph VII of this Order.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IX.**

**APPOINTMENT OF RECEIVER**

**IT IS FURTHER ORDERED** that Thomas W. McNamara is appointed Receiver for the business activities of Receivership Defendants with the full power of an equity receiver. The Receiver shall be the agent of this Court and solely the agent of this Court in acting as Receiver under this Order. The Receiver shall be accountable directly to this Court. The Receiver shall comply with any laws and Local Rules of this Court governing receivers, including but not limited to Local Rules 66-1 through 66-5.1 and Local Rule 66-8.

**X.**

**DUTIES OF RECEIVER**

**IT IS FURTHER ORDERED** that the Receiver is directed and authorized to accomplish the following:

- A. Assume full control of the Receivership Defendants by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, or agent of any of the Receivership Defendants, including any named Defendant, from control of, management of, or participation in, the affairs of the Receivership Defendants;
- B. Take exclusive custody, control, and possession of all assets, documents, and electronically stored information of, or in the possession, custody, or under the control of, the Receivership Defendants, wherever situated. The Receiver shall have full power to divert mail and to sue for, collect, receive, take in possession, hold, and manage all assets and documents of the Receivership Defendants and other persons or entities whose interests are now held by or under the direction, possession, custody, or control of the Receivership Defendants. *Provided, however,* that the Receiver shall not attempt to collect or receive any amount from a consumer if the Receiver believes the consumer was a victim of the unlawful conduct alleged in the

1 complaint in this matter;

2 C. Take all steps necessary to secure the business premises of the Receivership  
3 Defendants. Such steps may include, but are not limited to, the following, as  
4 the Receiver deems necessary or advisable:

- 5 1. serving and filing this Order;
- 6 2. completing a written inventory of all Receivership assets;
- 7 3. obtaining pertinent information from all employees and other agents  
8 of the Receivership Defendants, including, but not limited to, the  
9 name, home address, social security number, job description, method  
10 of compensation, all accrued and unpaid commissions and  
11 compensation of each such employee or agent, and all computer  
12 hardware and software passwords;
- 13 4. video taping all portions of the location;
- 14 5. securing the location by changing the locks and disconnecting any  
15 computer modems or other means of access to the computer or other  
16 records maintained at that location;
- 17 6. requiring any persons present on the premises at the time this Order is  
18 served to leave the premises, to provide the Receiver with proof of  
19 identification, or to demonstrate to the satisfaction of the Receiver that  
20 such persons are not removing from the premises documents or assets  
21 of the Receivership Defendants; and
- 22 7. requiring all employees, consultants, and independent contractors of  
23 Receivership Defendants to complete a Questionnaire submitted by the  
24 Receiver;

25 D. Conserve, hold, and manage all Receivership assets, and perform all acts  
26 necessary or advisable to preserve the value of those assets, in order to  
27 prevent any irreparable loss, damage, or injury to consumers or to creditors  
28 of the Receivership Defendants, including, but not limited to, obtaining an

1 accounting of the assets and preventing transfer, withdrawal, or  
2 misapplication of assets;

3 E. Liquidate any and all securities or commodities owned by or for the benefit  
4 of the Receivership Defendants that the Receiver deems to be advisable or  
5 necessary;

6 F. Enter into contracts and purchase insurance as the Receiver deems to be  
7 advisable or necessary;

8 G. Prevent the inequitable distribution of assets and determine, adjust, and  
9 protect the interests of consumers and creditors who have transacted  
10 business with the Receivership Defendants;

11 H. Manage and administer the business of the Receivership Defendants until  
12 further order of this Court by performing all incidental acts that the Receiver  
13 deems to be advisable or necessary, which includes retaining, hiring, or  
14 dismissing any employees, independent contractors, or agents;

15 I. Choose, engage, and employ attorneys, accountants, appraisers, and other  
16 independent contractors and technical specialists, as the Receiver deems  
17 advisable or necessary in the performance of duties and responsibilities  
18 under the authority granted by this Order;

19 J. Make payments and disbursements from the Receivership estate that are  
20 necessary or advisable for carrying out the directions of, or exercising the  
21 authority granted by, this Order. The Receiver shall apply to the Court for  
22 prior approval of any payment of any debt or obligation incurred by the  
23 Receivership Defendants prior to the date of entry of this Order, except  
24 payments that the Receiver deems necessary or advisable to secure assets of  
25 the Receivership Defendants, such as rental payments;

26 K. Determine and implement the manner in which the Receivership Defendants  
27 will comply with, and prevent violations of, this Order and all other  
28 applicable laws, including, but not limited to, revising sales materials and

1 implementing monitoring procedures;

2 L. Institute, compromise, adjust, appear in, intervene in, or become party to  
3 such actions or proceedings in state, federal, or foreign courts that the  
4 Receiver deems necessary and advisable to preserve or recover the assets of  
5 the Receivership Defendants, or that the Receiver deems necessary and  
6 advisable to carry out the Receiver's mandate under this Order;

7 M. Defend, compromise, adjust, or otherwise dispose of any or all actions or  
8 proceedings instituted in the past or in the future against the Receiver in his  
9 role as Receiver, or against the Receivership Defendants, that the Receiver  
10 deems necessary and advisable to preserve the assets of the Receivership  
11 Defendants or that the Receiver deems necessary and advisable to carry out  
12 the Receiver's mandate under this Order;

13 N. Continue and conduct the business of the Receivership Defendants in such  
14 manner, to such extent, and for such duration as the Receiver may in good  
15 faith deem to be necessary or appropriate to operate the business profitably  
16 and lawfully, if at all; *provided, however*, that the continuation and conduct  
17 of the business shall be conditioned upon the Receiver's good faith  
18 determination that the businesses can be lawfully operated at a profit using  
19 the assets of the receivership estate;

20 O. Take depositions and issue subpoenas to obtain documents and records  
21 pertaining to the receivership estate and compliance with this Order.  
22 Subpoenas may be served by agents or attorneys of the Receiver and by  
23 agents of any process server retained by the Receiver;

24 P. Open one or more bank accounts in the Central or Southern Districts of  
25 California as designated depositories for funds of the Receivership  
26 Defendants. The Receiver shall deposit all funds of the Receivership  
27 Defendants in such a designated account and shall make all payments and  
28 disbursements from the receivership estate from such account(s);

1 Q. Maintain accurate records of all receipts and expenditures that he makes as  
2 Receiver; and

3 R. Cooperate with reasonable requests for information or assistance from any  
4 state or federal law enforcement agency.

5 **IT IS FURTHER ORDERED** that the Receiver will be responsible for  
6 maintaining the chain of custody of all of Defendants' records in his possession,  
7 pursuant to procedures to be established in writing with the approval of the FTC.

8 **XI.**

9 **COOPERATION WITH RECEIVER**

10 **IT IS FURTHER ORDERED** that:

11 A. To the extent not already done so pursuant to the TRO issued in this case,  
12 Defendants, and their officers, agents, directors, servants, employees,  
13 salespersons, independent contractors, attorneys, corporations, subsidiaries,  
14 affiliates, successors, and assigns, all other persons or entities in active  
15 concert or participation with them, who receive actual notice of this Order  
16 by personal service or otherwise, whether acting directly or through any  
17 trust, corporation, subsidiary, division, or other device, or any of them, shall  
18 fully cooperate with and assist the Receiver. Defendants' cooperation and  
19 assistance shall include, but not be limited to:

- 20 1. Providing any information to the Receiver that the Receiver deems  
21 necessary to exercising the authority and discharging the  
22 responsibilities of the Receiver under this Order, including but not  
23 limited to allowing the Receiver to inspect documents and assets and  
24 to partition office space;
- 25 2. Providing any password and executing any documents required to  
26 access any computer or electronic files in any medium, including but  
27 not limited to electronically stored information stored, hosted or  
28 otherwise maintained by an electronic data host; and

1           3.     Advising all persons who owe money to the Receivership Defendants  
2                     that all debts should be paid directly to the Receiver.

3     B.     Defendants and their officers, directors, agents, servants, employees,  
4             attorneys, successors, assigns, and all other persons or entities directly or  
5             indirectly, in whole or in part, under their control, and all other persons in  
6             active concert or participation with them who receive actual notice of this  
7             Order by personal service or otherwise, are hereby restrained and enjoined  
8             from directly or indirectly:

9             1.     Transacting any of the business of the Receivership Defendants;

10            2.     Destroying, secreting, erasing, mutilating, defacing, concealing,  
11                 altering, transferring or otherwise disposing of, in any manner,  
12                 directly or indirectly, any documents, electronically stored  
13                 information, or equipment of the Receivership Defendants, including  
14                 but not limited to contracts, agreements, consumer files, consumer  
15                 lists, consumer addresses and telephone numbers, correspondence,  
16                 advertisements, brochures, sales material, sales presentations,  
17                 documents evidencing or referring to Defendants' services, debt  
18                 collection training materials, debt collection scripts, data, computer  
19                 tapes, disks, or other computerized records, books, written or printed  
20                 records, handwritten notes, telephone logs, "verification" or  
21                 "compliance" tapes or other audio or video tape recordings, receipt  
22                 books, invoices, postal receipts, ledgers, personal and business  
23                 canceled checks and check registers, bank statements, appointment  
24                 books, copies of federal, state or local business or personal income or  
25                 property tax returns, photographs, mobile devices, electronic storage  
26                 media, accessories, and any other documents, records or equipment of  
27                 any kind that relate to the business practices or business or personal  
28                 finances of the Receiver Defendants or any other entity directly or

1 indirectly under the control of the Receiver Defendants;

- 2 3. Transferring, receiving, altering, selling, encumbering, pledging,  
3 assigning, liquidating, or otherwise disposing of any assets owned,  
4 controlled, or in the possession or custody of, or in which an interest  
5 is held or claimed by, the Receivership Defendants, or the Receiver;
- 6 4. Excusing debts owed to the Receivership Defendants;
- 7 5. Failing to notify the Receiver of any asset, including accounts, of a  
8 Receivership Defendant held in any name other than the name of the  
9 Receivership Defendant, or by any person or entity other than the  
10 Receivership Defendant, or failing to provide any assistance or  
11 information requested by the Receiver in connection with obtaining  
12 possession, custody, or control of such assets;
- 13 6. Failing to create and maintain books, records, and accounts which, in  
14 reasonable detail, accurately, fairly, and completely reflect the  
15 incomes, assets, disbursements, transactions and use of monies by the  
16 Defendants or any other entity directly or indirectly under the control  
17 of the Defendants;
- 18 7. Doing any act or refraining from any act whatsoever to interfere with  
19 the Receiver's taking custody, control, possession, or managing of the  
20 assets or documents subject to this Receivership; or to harass or to  
21 interfere with the Receiver in any way; or to interfere in any manner  
22 with the exclusive jurisdiction of this Court over the assets or  
23 documents of the Receivership Defendants; or to refuse to cooperate  
24 with the Receiver or the Receiver's duly authorized agents in the  
25 exercise of their duties or authority under any Order of this Court;
- 26 8. Filing, or causing to be filed, any petition on behalf of the  
27 Receivership Defendants for relief under the United States  
28 Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, without prior permission

1 from this Court; and

2 9. Creating, operating, exercising any control over, becoming employed  
3 by or affiliated with, or performing any work for any business entity,  
4 including but not limited to any partnership, limited partnership, joint  
5 venture, sole proprietorship, or corporation without first providing the  
6 FTC with a sworn written statement at least seven (7) calendar days  
7 prior to such creation, operation, exercise, employment, affiliation, or  
8 performance of work disclosing:

- 9 a. The name, address and telephone number of the business entity;  
10 b. The names of the business entity's officers, directors,  
11 principals, managers, and employees; and  
12 c. A detailed description of the business entity's intended  
13 activities and the nature of the duties or responsibilities of the  
14 Receivership Defendant.

15 **XII.**

16 **DELIVERY OF RECEIVERSHIP PROPERTY**

17 **IT IS FURTHER ORDERED** that, to the extent not already done so  
18 pursuant to the TRO issued in this case, immediately upon service of this Order  
19 upon them or upon their otherwise obtaining actual knowledge of this Order, or  
20 within a period permitted by the Receiver, Defendants or any other person or  
21 entity, including but not limited to financial institutions and electronic data hosts,  
22 shall transfer or deliver access to, possession, custody, and control of the following  
23 to the Receiver:

- 24 A. All assets of the Receivership Defendants;  
25 B. All documents and electronically stored information of the Receivership  
26 Defendants, including, but not limited to, books and records of accounts, all  
27 financial and accounting records, balance sheets, income statements, bank  
28 records (including monthly statements, canceled checks, records of wire

1 transfers, records of ACH transactions, and check registers), client or  
2 customer lists, title documents and other papers;

3 C. All assets belonging to members of the public now held by the Receivership  
4 Defendants;

5 D. All keys, computer and other passwords, entry codes, combinations to locks  
6 required to open or gain or secure access to any assets or documents of the  
7 Receivership Defendants, wherever located, including, but not limited to,  
8 access to their business premises, means of communication, accounts,  
9 computer systems, or other property; and

10 E. Information identifying the accounts, employees, properties, or other assets  
11 or obligations of the Receivership Defendants.

12 **IT IS FURTHER ORDERED** that, in the event any person or entity fails to  
13 deliver or transfer immediately any asset or otherwise fails to comply with any  
14 provision of this Paragraph XIII, the Receiver may file *ex parte* with the Court an  
15 Affidavit of Non-Compliance regarding the failure. Upon filing of the affidavit,  
16 the Court may authorize, without additional process or demand, Writs of  
17 Possession or Sequestration or other equitable writs requested by the Receiver.  
18 The writs shall authorize and direct the United States Marshal or any sheriff or  
19 deputy sheriff of any county (pursuant to Fed. R. Civ. P. 4(c)(1)) to seize the asset,  
20 document, or other thing and to deliver it to the Receiver.

21 **XIII.**

22 **COMPENSATION FOR RECEIVER**

23 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by  
24 the Receiver as herein authorized, including counsel to the Receiver and  
25 accountants, are entitled to reasonable compensation for the performance of duties  
26 pursuant to this Order, and for the cost of actual out-of-pocket expenses incurred by  
27 them, from the assets now held by or in the possession or control of, or which may  
28 be received by, the Receivership Defendants, *or, as otherwise ordered by the Court* The Receiver shall file with the Court

1 and serve on the parties periodic requests for the payment of such reasonable  
2 compensation, with the first such request filed no more than sixty (60) days after the  
3 date of this Order. The Receiver shall not increase the hourly rates used as the  
4 bases for such fee applications without prior approval of the Court.

5 **XIV.**

6 **RECEIVER'S REPORTS**

7 **IT IS FURTHER ORDERED** that, no more than thirty (30) days after the  
8 date of this Order, the Receiver shall report to this Court, regarding: (1) the steps  
9 taken by the Receiver to implement the terms of this Order; (2) the value of all  
10 liquidated and unliquidated assets of the Receivership Defendants; (3) the sum of  
11 all liabilities of the Receivership Defendants; (4) the steps the Receiver intends to  
12 take in the future to: (a) prevent any diminution in the value of assets of the  
13 Receivership Defendants, (b) pursue receivership assets from third parties, and (c)  
14 adjust the liabilities of the Receivership Defendants, if appropriate; and (5) any  
15 other matters which the Receiver believes should be brought to the Court's  
16 attention. *Provided, however,* if any of the required information would hinder the  
17 Receiver's ability to pursue receivership assets, the portions of the Receiver's  
18 report containing such information may be filed under seal and not served on the  
19 parties.

20 **XV.**

21 **RECEIVER'S BOND**

22 **IT IS FURTHER ORDERED** that the Receiver shall file with the Clerk of  
23 this Court a bond in the sum of \$1,000,000 with sureties to be approved by the  
24 Court, conditioned that the Receiver will well and truly perform the duties of the  
25 office and abide by and perform all acts the Court directs.

26 **XVI.**

27 **REQUIREMENT TO REPORT INFORMATION**  
28 **REGARDING DEFENDANTS' CLIENTS**

**IT IS FURTHER ORDERED** that, to the extent not already done so

1 pursuant to the TRO issued in this case, within five (5) calendar days from the date  
2 of this Order, Defendants shall provide the FTC with the following information for  
3 each of its clients who has engaged any Defendant for any debt collection service,  
4 practice, or activity, including but not limited to engaging any Defendant to collect  
5 any past-due credit accounts on that client's behalf:

- 6 A. The client's name, address, telephone number(s), and e-mail address(es);
- 7 B. The total amount paid by the client to any Defendant for any debt collection  
8 service, practice, or activity, including the amount and date(s) of such  
9 payments;
- 10 C. The date and status of any request for a refund by the client, and the amount  
11 and date of any refund that any Defendant paid to its client;
- 12 D. The name, address, telephone number(s), and e-mail address(es) of every  
13 third party with whom any Defendant (or their employees, agents,  
14 representatives, independent contractors, or franchisees) have communicated  
15 in connection with providing any debt collection service, practice, or activity  
16 for such client; the date of each communication; and a summary of the  
17 nature of the communication;
- 18 E. The name, address, telephone number(s), and e-mail address(es) of each  
19 person, including but not limited to attorneys, who has provided any service  
20 to any Defendant in connection with Defendants' debt collection services,  
21 practices, or activities and the amount paid for such service;
- 22 F. The status, resolution, and results of any debt collection service, practice, or  
23 activity performed by Defendants (or their employees, agents,  
24 representatives, independent contractors, or franchisees) on behalf of such  
25 client, including but not limited to the date and amount of any debt collected  
26 and paid to such client;
- 27 G. The status, resolution, and result of any litigation filed against an alleged  
28 debtor on behalf of such client, including but not limited to the date the

1 action was filed, the date any alleged debtor was served or service of process  
2 was attempted, a description of any failed attempt to serve process on any  
3 alleged debtor, the jurisdiction and case number of the action, and the name  
4 and contact information of the attorney representing any Defendant or any of  
5 its clients in the action;

6 H. Copies of correspondence, settlement agreements, and all documents filed  
7 with any court in connection with any litigation identified in Subparagraph  
8 XVI(G) above; and

9 I. A copy of any contract or agreement, including all signed versions, between  
10 the client and any Defendant (or their employees, agents, representatives,  
11 independent contractors, or franchisees) for the provision of debt collection  
12 services, practices or activities.

### 13 XVII.

#### 14 REQUIREMENT TO REPORT INFORMATION 15 REGARDING ALLEGED DEBTORS

16 **IT IS FURTHER ORDERED** that, to the extent not already done so  
17 pursuant to the TRO issued in this case, within five (5) calendar days from the date  
18 of this Order, Defendants shall provide the FTC with the following information for  
19 each alleged debtor from whom any Defendant has attempted to collect, either  
20 directly or indirectly, any debt or alleged debt as part of any debt collective service,  
21 practice, or activity:

22 A. The alleged debtor's name, address, telephone number(s), and e-mail  
23 address(es);

24 B. The date of each communication with any such alleged debtor and a  
25 summary of the nature of such communication;

26 C. The total amount, if any, collected by any Defendant (or their employees,  
27 agents, representatives, independent contractors, or franchisees) from such  
28 alleged debtor as part of any debt collection service, practice, or activity; the  
amount and date(s) of each payment the alleged debtor made to any

1 Defendant; and the amount and date(s) on which any Defendant remitted a  
2 payment, in whole or in part, to any Defendant's client(s);

3 D. The name, address, telephone number(s), and e-mail address(es) of every  
4 third party with whom any Defendant (or their employees, agents,  
5 representatives, independent contractors, or franchisees) has communicated  
6 in connection with any Defendant's attempt to collect any debt or alleged  
7 debt; the date of each communication; and a summary of the nature of the  
8 communication;

9 E. The status, resolution, and result of any litigation filed against any alleged  
10 debtor on behalf of any client of any Defendant, including but not limited to  
11 the date the action was filed, the date such alleged debtor was served or  
12 service of process was attempted, a description of any failed attempt to serve  
13 process, the jurisdiction and case number of the action, and the name and  
14 contact information of the attorney representing any Defendant or its  
15 client(s) in the action; and

16 F. Copies of correspondence, settlement agreements, and all documents filed  
17 with any court in connection with any litigation identified in Subparagraph  
18 XVII(E) above.

### 19 XVIII.

#### 20 PROHIBITION ON RELEASE OF CONSUMER INFORMATION

21 **IT IS FURTHER ORDERED** that, except as required by a law  
22 enforcement agency, law, regulation or court order, Defendants, and their officers,  
23 agents, servants, employees, and attorneys, and all other persons in active concert  
24 or participation with any of them who receive actual notice of this Order by  
25 personal service or otherwise, are restrained and enjoined from disclosing, using,  
26 or benefitting from consumer information, including the name, address, telephone  
27 number, email address, social security number, other identifying information, or  
28 any data that enables access to a consumer's account (including a credit card, bank

1 account, or other financial account), of any person which any Defendant obtained  
2 prior to entry of this Order in connection with any debt collection service.

3 **XIX.**

4 **STAY OF ACTIONS**

5 **IT IS FURTHER ORDERED** that:

6 A. Except by leave of this Court, during pendency of the Receivership ordered  
7 herein, Defendants and all other persons and entities be and hereby are  
8 stayed from taking any action to establish or enforce any claim, right, or  
9 interest for, against, on behalf of, in, or in the name of, the Receivership  
10 Defendants, any of their subsidiaries, affiliates, partnerships, assets,  
11 documents, or the Receiver or the Receiver's duly authorized agents acting  
12 in their capacities as such, including, but not limited to, the following  
13 actions:

- 14 1. Commencing, prosecuting, continuing, entering, or enforcing any suit  
15 or proceeding, except that such actions may be filed to toll any  
16 applicable statute of limitations;
- 17 2. Accelerating the due date of any obligation or claimed obligation;  
18 filing or enforcing any lien; taking or attempting to take possession,  
19 custody, or control of any asset; attempting to foreclose, forfeit, alter,  
20 or terminate any interest in any asset, whether such acts are part of a  
21 judicial proceeding, are acts of self-help, or otherwise;
- 22 3. Executing, issuing, serving, or causing the execution, issuance or  
23 service of, any legal process, including, but not limited to,  
24 attachments, garnishments, subpoenas, writs of replevin, writs of  
25 execution, or any other form of process whether specified in this  
26 Order or not; or
- 27 4. Doing any act or thing whatsoever to interfere with the Receiver  
28 taking custody, control, possession, or management of the assets or

1 documents subject to this Receivership, or to harass or interfere with  
2 the Receiver in any way, or to interfere in any manner with the  
3 exclusive jurisdiction of this Court over the assets or documents of the  
4 Receivership Defendants;

5 B. This Paragraph XIX does not stay:

- 6 1. The commencement or continuation of a criminal action or  
7 proceeding;
- 8 2. The commencement or continuation of an action or proceeding by a  
9 governmental unit to enforce such governmental unit's police or  
10 regulatory power;
- 11 3. The enforcement of a judgment, other than a money judgment,  
12 obtained in an action or proceeding by a governmental unit to enforce  
13 such governmental unit's police or regulatory power; or
- 14 4. The issuance to a Receivership Defendant of a notice of tax  
15 deficiency; and

16 C. Except as otherwise provided in this Order, all persons and entities in need  
17 of documentation from the Receiver shall in all instances first attempt to  
18 secure such information by submitting a formal written request to the  
19 Receiver, and, if such request has not been responded to within thirty (30)  
20 days of receipt by the Receiver, any such person or entity may thereafter  
21 seek an Order of this Court with regard to the relief requested.

22 **XX.**

23 **MONITORING**

24 **IT IS FURTHER ORDERED** that agents or representatives of the FTC  
25 may contact Defendants directly or anonymously for the purpose of monitoring  
26 compliance with this Order, and may tape record any oral communications that  
27 occur in the course of such contacts.

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**XXI.**

**DEFENDANTS' DUTY TO DISTRIBUTE ORDER**

**IT IS FURTHER ORDERED** that Defendants shall immediately provide a copy of this Order to each affiliate, subsidiary, division, sales entity, successor, assign, officer, director, employee, independent contractor, client company, electronic data host, agent, attorney, spouse, and representative of Defendants and shall, within three (3) calendar days from the date of entry of this Order, provide counsel for the FTC with a sworn statement that: (a) confirms that Defendants have provided copies of the Order as required by this Paragraph and (b) lists the names and addresses of each entity or person to whom Defendants provided a copy of the Order. Furthermore, Defendants shall not take any action that would encourage officers, agents, directors, employees, salespersons, independent contractors, attorneys, subsidiaries, affiliates, successors, assigns, or other persons or entities in active concert or participation with Defendants to disregard this Order or believe that they are not bound by its provisions.

**XXII.**

**CORRESPONDENCE WITH PLAINTIFF**

For the purposes of this Order, all service on and correspondence to the FTC shall be addressed to: Christopher T. Koegel, Federal Trade Commission, 601 New Jersey Ave., N.W., Mail Drop NJ-3158, Washington, DC 20580, with a copy to Raymond E. McKown, Federal Trade Commission, 10877 Wilshire Blvd., Ste. 700, Los Angeles, CA 90024.

**XXIII.**

**SERVICE OF THIS ORDER**

**IT IS FURTHER ORDERED** that copies of this Order may be served by any means, including facsimile transmission, email, personal or overnight delivery, or U.S. Mail, by agents and employees of the FTC or any state or federal law enforcement agency or by private process server, upon any financial institution or

1 other entity or person that may have possession, custody, or control of any  
2 documents or assets of any Defendant, or that may otherwise be subject to any  
3 provision of this Order. Service upon any branch or office of any financial  
4 institution shall effect service upon the entire financial institution.

5 **XXIV.**

6 **RETENTION OF JURISDICTION**

7 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this  
8 matter for all purposes of construction, modification, and enforcement of this  
9 Order.

10  
11 **IT IS SO ORDERED**, this 27<sup>TH</sup> day of SEPTEMBER, 2011, at  
12 3:40 p. m., Pacific Standard Time.

13  
14  
15 Dated: 09.27.11

16 Jay Kansen  
17 UNITED STATES DISTRICT JUDGE  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28