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

Consumer Financial Protection Bureau,

Case No. 2:17-cv-4721-BRO-JEM

Plaintiff,

v.

**STIPULATED FINAL JUDGMENT  
AND ORDER**

Park View Law (f.k.a. Prime Law  
Experts, Inc.) and Arthur Barens,

Defendants.

Plaintiff, the Consumer Financial Protection Bureau (“Bureau”) commenced this civil action against Defendants Park View Law (f.k.a. Prime Law Experts, Inc.) and Arthur Barens (collectively, “Defendants”) on June 27, 2017, to obtain injunctive relief and disgorgement.

1 The Complaint alleges violations of §§ 1031(a) and 1036(a)(1) of the  
2 Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5531(a),  
3 5536(a)(1), and the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, which  
4 implements the Telemarketing and Consumer Fraud and Abuse Prevention Act  
5 (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108.

6 Plaintiff and Defendants request that the Court enter this Stipulated Final  
7 Judgment and Order (“Order”).

### 8 **FINDINGS**

9 1) This Court has jurisdiction over the parties and the subject matter of  
10 this action.

11 2) Plaintiff and Defendants agree to entry of this Order to settle and  
12 resolve all matters in this dispute arising from the conduct alleged in the Complaint  
13 to the date this Order is entered.

14 3) Defendants neither admit nor deny any allegations in the Complaint,  
15 except as specifically stated in this Order. For the purposes of this Order,  
16 Defendants admit the facts necessary to establish the Court’s jurisdiction over them  
17 and the subject matter of this action.

18 4) Defendants waive service under Rule 4(d) of the Federal Rules of  
19 Civil Procedure and waive all rights to seek judicial review or otherwise challenge  
20 or contest the validity of this Order. Defendants also waive any claim they may

1 have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the  
2 prosecution of this action to the date of this Order. Each party will bear its own  
3 costs and expenses, including without limitation attorneys' fees.

4 5) Entry of this Order is in the public interest.

5 **DEFINITIONS**

6 6) The following definitions apply to this Order:

7 a) "Affected Consumers" includes any consumer who entered into  
8 a contract with Corporate Defendant for Credit Repair Services  
9 between March 13, 2013 and June 29, 2015.

10 b) "Credit Repair Services" means any good or service that is  
11 represented to remove derogatory information from, or improve, a  
12 person's credit history, credit record, or credit rating.

13 c) "Defendants" means the Individual Defendant and the  
14 Corporate Defendant, individually and collectively.

15 i) "Corporate Defendant" means Park View Law (f.k.a.  
16 Prime Law Experts, Inc.), and its successors and assigns.

17 ii) "Individual Defendant" means Arthur Barens.

18 d) "Effective Date" means the date on which this Order is entered  
19 on the docket by this Court.  
20

1 e) “Enforcement Director” means the Assistant Director of the  
2 Office of Enforcement for the Consumer Financial Protection Bureau,  
3 or his/her delegate.

4 f) “Related Consumer Action” means a private action by or on  
5 behalf of one or more consumers or an enforcement action by another  
6 governmental agency brought against a Defendant based on  
7 substantially the same facts as described in this Order or the  
8 Complaint.

9 **ORDER**

10 **IT IS ORDERED** that:

11 **I. Conduct Prohibition**

12 7) Defendants and their officers, agents, servants, employees, and  
13 attorneys who have actual notice of this Order, whether acting directly or  
14 indirectly, may not violate §§ 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531 and  
15 5536, and the TSR, 16 C.F.R. pt. 310, in the provision of Credit Repair Services.

16 8) Defendants, and their officers, agents, servants, employees, and  
17 attorneys who have actual notice of this Consent Order, whether acting directly or  
18 indirectly, are restrained for 5 years from:

- 1 a) Advertising, marketing, promoting, providing, offering for sale,  
2 selling, assisting in the sale of, or administering Credit Repair  
3 Services; or
- 4 b) Receiving any remuneration or other consideration from,  
5 holding any ownership interest in, providing services to, or working in  
6 any capacity for any person engaged in or assisting in advertising,  
7 marketing, promoting, offering for sale, or selling Credit Repair  
8 Services.

9 **II. Customer Information**

10 9) Defendants, and their officers, agents, servants, employees, and  
11 attorneys who receive actual notice of this Consent Order, whether acting directly  
12 or indirectly, may not disclose, use, or benefit from customer information,  
13 including the name, address, telephone number, email address, social security  
14 number, other identifying information, or any data that enables access to a  
15 customer's account (including a credit card, bank account, or other financial  
16 account), that Defendant obtained before the Effective Date in connection with the  
17 offering or sale of credit repair services. However, customer information may be  
18 disclosed if requested by a government agency or required by law, regulation, or  
19 court order.

20 //

1       **III. Judgment for Equitable Monetary Relief**

2           10) Under § 1055(a) of the CFPB, 12 U.S.C. § 5565(a), by reason of the  
3 alleged violations described in the Complaint, a judgment of equitable monetary  
4 relief in the form of disgorgement is entered in favor of the Bureau and against  
5 Defendants, jointly and severally, in the amount of \$500,000.

6           11) Within 14 days of the Effective Date, Defendants are ordered to pay  
7 \$250,000 of the disgorgement amount to the Bureau in the form of a wire transfer  
8 to the Bureau or to the Bureau’s agent in compliance with the Bureau’s wiring  
9 instructions. Within 60 days of the Effective Date, Defendants are ordered to pay  
10 the remaining \$250,000 of the disgorgement amount to the Bureau in the form of a  
11 wire transfer to the Bureau or to the Bureau’s agent in compliance with the  
12 Bureau’s wiring instructions. The payments shall be deposited in the United States  
13 Treasury as disgorgement.

14           12) With regard to any equitable monetary relief that Defendants pay  
15 pursuant to this Section, if Defendants receive, directly or indirectly, any  
16 reimbursement or indemnification from any source, including but not limited to  
17 payment made pursuant to any insurance policy, or if Defendants secure a tax  
18 deduction or tax credit with regard to any federal, state, or local tax, Defendants  
19 shall: (a) immediately notify the Enforcement Director in writing, and (b) within  
20 10 days of receiving such funds or monetary benefit, Defendants shall transfer to

1 the Bureau or the Bureau's agent in compliance with the Bureau's wiring  
2 instructions, the full amount of such funds or monetary benefit.

3 **IV. Additional Monetary Provisions**

4 13) In the event of any default on Defendants' obligation to make  
5 payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended,  
6 will accrue on any outstanding amounts not paid from the date of default to the  
7 date of payment, and will immediately become due and payable.

8 14) Defendants must relinquish all dominion, control, and title to the  
9 funds paid or to be paid under this Order to the fullest extent permitted by law and  
10 no part of the funds may be returned to Defendants.

11 15) Under 31 U.S.C. § 7701, Defendants must furnish to the Bureau their  
12 taxpayer identifying numbers, which may be used for purposes of collecting and  
13 reporting on any delinquent amount arising out of this Order.

14 16) Within 30 days of the entry of a final judgment, consent order, or  
15 settlement in a Related Consumer Action, Defendants must notify the Enforcement  
16 Director of the final judgment, consent order, or settlement in writing. That  
17 notification must indicate the amount of redress, if any, that Defendants paid or are  
18 required to pay to consumers and describe the consumers or classes of consumers  
19 to whom that redress has been or will be paid.

20 //

1       **V. Reporting Requirements**

2           17) Defendants must notify the Bureau of any development that may  
3 affect compliance obligations arising under this Order, including but not limited to,  
4 any change in structure of Corporate Defendant, including a dissolution,  
5 assignment, sale, merger, or other action that would result in the emergence of a  
6 successor company; the creation or dissolution of a subsidiary, parent, or affiliate  
7 that engages in any acts or practices subject to this Order; the filing of any  
8 bankruptcy or insolvency proceeding by or against Defendants; or a change in  
9 Defendants' name or address. Defendants must provide this notice, if practicable,  
10 at least 30 days before the development, but in any case no later than 14 days after  
11 the development.

12           18) Within 7 days of the Effective Date, Defendants must:

13           a) Designate at least one telephone number and email, physical,  
14 and postal address as points of contact, which the Bureau may use to  
15 communicate with Defendants;

16           b) Identify all businesses for which any Defendant is the  
17 owner, or that a Defendant directly or indirectly controls, by all of  
18 their names, telephone numbers, and physical, postal, email, and  
19 Internet addresses;



1 c) Describe the activities of each such business, including the  
2 products and services offered, and the means of advertising,  
3 marketing, and sales;

4 d) Identify Individual Defendant's telephone numbers and all  
5 email, Internet, physical, and postal addresses, including all  
6 residences; and

7 e) Describe in detail Individual Defendant's involvement in any  
8 business that provides Credit Repair Services or which Individual  
9 Defendant wholly or partially owns, including Defendant's title, role,  
10 responsibilities, participation, authority, control, and ownership.

11 19) For 5 years from the Effective Date, the Defendants must report any  
12 change in the information required to be submitted under ¶ 17 at least 30 days  
13 before the change or as soon as practicable after the learning about the change,  
14 whichever is sooner.

15 20) Within 90 days of the Effective Date, and again one year after the  
16 Effective Date, Defendants must submit to the Enforcement Director an accurate  
17 written compliance progress report, which, at a minimum:

18 a) Describes in detail the manner and form in which Defendants  
19 have complied with this Order; and  
20

1           b)     Attaches a copy of each Order Acknowledgment obtained under  
2           § VI, unless previously submitted to the Bureau.

3       **VI.   Order Distribution and Acknowledgment**

4           21)    For 5 years from the Effective Date, Defendants must deliver a copy  
5 of this Order to any business entity resulting from any change in structure referred  
6 to in ¶ 17, and any future board members and executive officers before they  
7 assume their responsibilities.

8           22)    Defendants must secure a signed and dated statement acknowledging  
9 receipt of a copy of this Order, ensuring that any electronic signatures comply with  
10 the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of  
11 delivery, from all persons receiving a copy of this Order under this Section.

12       **VII.   Recordkeeping**

13           23)    Defendants must create or, if already created, must retain for at least 5  
14 years from the Effective Date all documents and records necessary to demonstrate  
15 full compliance with each provision of this Order, including all submissions to the  
16 Bureau.

17           24)    Defendants must retain the documents related to the compliance  
18 report described in ¶ 23 for at least 5 years.

19           25)    Defendants must make the documents identified in ¶ 23 available to  
20 the Bureau upon the Bureau's request.

1 **VIII. Notices**

2 26) Unless otherwise directed in writing by the Bureau, Defendants must  
3 provide all submissions, requests, communications, or other documents relating to  
4 this Order in writing, with the subject line, “*In re Prime Credit Consultants*, Matter  
5 No. 2013-0946-02” and send them either:

6 a) By overnight courier (not the U.S. Postal Service), as follows:

7 Assistant Director for Enforcement  
8 Consumer Financial Protection Bureau  
9 ATTN: Office of Enforcement  
10 1625 Eye St., N.W.  
11 Washington, DC 20006

12 b) By first-class mail to the below address and contemporaneously  
13 by email to [Enforcement\\_Compliance@cfpb.gov](mailto:Enforcement_Compliance@cfpb.gov):

14 Assistant Director for Enforcement  
15 Consumer Financial Protection Bureau  
16 ATTN: Office of Enforcement  
17 1700 G Street, N.W.  
18 Washington, DC 20552

19 **IX. Compliance Monitoring**

20 27) Within 30 days of receipt of a written request from the Bureau,  
Defendants must submit compliance reports or other requested information, which  
must be made under penalty of perjury; provide sworn testimony; or produce  
documents.

1           28) Defendants must permit Bureau representatives to interview any  
2 employee or other person affiliated with Defendants who have agreed to such an  
3 interview regarding the subject matter or compliance of this Order. The person  
4 interviewed may have counsel present.

5           29) Nothing in this Order will limit the Bureau's lawful use of civil  
6 investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

7           **X. Retention of Jurisdiction**

8           30) The Court will retain jurisdiction of this matter for purposes of  
9 construction, modification, and enforcement of this Order.

10          31) Notwithstanding the provisions of ¶ 30, any time limits for  
11 performance fixed by this Order may be extended by mutual written agreement of  
12 the parties and without further Court approval. Additionally, details related to  
13 administration of §§ V through X of this Order may be modified by written  
14 agreement of the parties and without further Court approval. Any other  
15 modifications to this Order may be made only upon approval of the Court, upon  
16 motion by any party.

17          **XI. Release**

18          32) The Bureau releases and discharges Defendants from all potential  
19 liability for law violations that the Bureau has or might have asserted based on the  
20 practices alleged in the Complaint, to the extent such practices occurred before the

1 Effective Date and the Bureau knows about them as of the Effective Date. The  
2 Bureau may use the practices alleged in the Complaint in future enforcement  
3 actions against Defendants or their affiliates to establish a pattern or practice of  
4 violations or the continuation of a pattern or practice of violations or to calculate  
5 the amount of any penalty. This release does not preclude or affect any right of the  
6 Bureau to determine and ensure compliance with this Order, or to seek penalties  
7 for any violations of this Order.

8 IT IS SO ORDERED.

9 DATED: July 10, 2017

10 By:



Honorable Beverly R. O'Connell  
United States District Court Judge

11  
12 Consented and agreed to:

13 FOR THE CONSUMER FINANCIAL PROTECTION BUREAU:

14 ANTHONY ALEXIS  
15 Enforcement Director

16 DEBORAH MORRIS  
17 Deputy Enforcement Director

18 CRAIG COWIE  
19 Assistant Litigation Deputy

20 /s/ Sarah Preis  
SARAH PREIS  
(Email: sarah.preis@cfpb.gov)

1 COLIN REARDON  
(Email: colin.reardon@cfpb.gov)

2 BENJAMIN CLARK  
(Email: benjamin.clark@cfpb.gov)

3 1700 G Street NW  
Washington, DC 20552  
4 Phone: 202-435-9318, -9668, -7871  
Fax: (202) 435-7722

5 Attorneys for Plaintiff  
6 Consumer Financial Protection Bureau  
FOR DEFENDANTS:

7 PAUL HASTINGS LLP

8  
9 /s/ Gerald S. Sachs  
GERALD S. SACHS

10 D.C. Bar Number 493507  
LAUREN KELLY GREENBACKER  
11 D.C. Bar Number 1029794  
875 15th Street NW  
12 Washington DC 20005  
Phone: (202) 551-1700  
13 geralsachs@paulhastings.com

14 Attorneys for Defendants  
Park View Law (f.k.a. Prime Law Experts, Inc.) and Arthur Barends