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

9 FEDERAL TRADE COMMISSION,

10 Plaintiff,

11 v.

12 DAMIAN KUTZNER, et al.

13 Defendants.

**SACV16-00999-BRO (AFMx)**

**FINAL JUDGMENT AND ORDER  
FOR PERMANENT INJUNCTION  
AND OTHER EQUITABLE  
RELIEF AS TO DEFENDANTS  
JEREMY FOTI AND CHARLES  
MARSHALL**

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16 Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its  
17 Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”),  
18 pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15  
19 U.S.C. § 53(b), and the 2009 Omnibus Appropriations Act, Public Law 111-8,  
20 Section 626, 123 Stat. 524, 678 (Mar. 11, 2009) (“Omnibus Act”), as clarified by  
21 the Credit Card Accountability Responsibility and Disclosure Act of 2009, Public  
22 Law 111-24, Section 511, 123 Stat. 1734, 1763-64 (Mar. 22, 2009) (“Credit Card  
23 Act”), and amended by the Dodd-Frank Wall Street Reform and Consumer  
24 Protection Act, Public Law 111-203, Section 1097, 124 Stat. 1376, 2102-03 (July  
25 21, 2010) (“Dodd-Frank Act”), 12 U.S.C. § 5538. On September 5, 2017, the  
26 Court issued its Order re Plaintiff’s Motion for Summary Judgment Against  
27 Defendants Jeremy Foti and Charles Marshall, and Defendant Jeremy Foti’s  
28 Motion for Summary Judgment or, in the Alternative, Summary Adjudication. DE

1 353. There, the Court granted the FTC’s motion for summary judgment against  
2 defendants Jeremy Foti and Charles Marshall and denied Jeremy Foti’s motion for  
3 summary judgment. On September 19, 2017, the Court ordered the FTC to “to  
4 lodge a Proposed Judgment consistent with the order issued in this matter no later  
5 than September 22, 2017.” DE 358. On September 20,2017, the FTC submitted  
6 the Proposed Judgment. Therefore, the Court issues this order as a Final Judgment  
7 pursuant to Federal Rules of Civil Procedure 54(a) and 58(a).

### 8 **SUMMARY OF FINDINGS AND JUDGMENT**

9 1. This Court has jurisdiction over this matter.

10 2. The Complaint charges that Defendants participated in deceptive acts  
11 or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and otherwise  
12 violated the Mortgage Assistance Relief Services Rule (“MARS Rule”), 16 C.F.R.  
13 Part 322, recodified as Mortgage Assistance Relief Services, 12 C.F.R. Part 1015  
14 (“Regulation O”).

15 3. The undisputed facts establish that Brookstone Law P.C., a California  
16 corporation, Brookstone Law P.C., a Nevada corporation (collectively  
17 Brookstone); Advantis Law P.C. and Advantis Law Group P.C. (collectively  
18 “Advantis” and, with Brookstone, the “Corporate Defendants”) formed a common  
19 enterprise. “[E]ntities constitute a common enterprise when they exhibit either  
20 vertical or horizontal commonality—qualities that may be demonstrated by a  
21 showing of strongly interdependent economic interests ofrthe pooling of assets and  
22 revenues.” *FTC v. Network Servs. Depot, Inc.*, 617 F.3d 1127, 1142–43 (9th Cir.  
23 2010). Here, the undisputed facts are that Brookstone and Advantis shared staff  
24 and office space at multiple locations. They had significant overlap in owners and  
25 direct overlap in control persons, including Foti. They also assisted one another in  
26 furthering the scheme, with Advantis coming on board when Vito Torchia was  
27 being disbarred, using virtually the same misrepresentations in mailers, scripts, and  
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1 websites. *Network Servs. Depot, Inc.*, 617 F.3d at 1143 (“The undisputed evidence  
2 is that [defendant’s] companies pooled resources, staff and funds; they were all  
3 owned and managed by [defendant] and his wife; and they all participated to some  
4 extent in a common venture to sell internet kiosks.”). “Thus, all of the companies  
5 were beneficiaries of and participants in a shared business scheme . . . .” *Network  
6 Servs. Depot, Inc.*, 617 F.3d at 1143.

7 4. The Corporate Defendants deceptively marketed and sold to  
8 struggling homeowners litigation against their lenders, falsely telling consumers:  
9 they were likely to prevail; they were likely to receive large monetary payments;  
10 the Corporate Defendants were likely to void consumers’ mortgages or receive  
11 their property free and clear; the Corporate Defendants had a team of legal  
12 professionals capable of litigating the cases as promised; and, for some consumers,  
13 that they would be added to a lawsuit.

14 5. The Corporate Defendants were marketing and selling mortgage  
15 assistance relief services (“MARS”) as defined in 12 C.F.R. § 1015.2.

16 6. The Corporate Defendants took advance fees for the MARS in  
17 violation of 12 C.F.R. § 1015.5.

18 7. The Corporate Defendants did not make the disclosures to consumers  
19 required by 12 C.F.R. § 1015.4.

20 8. The Corporate Defendants made misrepresentations regarding  
21 material aspects of their services in violation of 12 C.F.R. § 1015.3.

22 9. The Corporate Defendants do not meet the attorney exemption in 12  
23 C.F.R. § 1015.7.

24 10. Jeremy Foti had authority to control and participated in the Corporate  
25 Defendants’ acts, and was doing so by at least January 1, 2011.

26 11. Charles Marshall had authority to control and participated in the  
27 Corporate Defendants’ acts, and was doing so by at least February 27, 2015.  
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- 1 1. performing customer service functions, including receiving or  
2 responding to consumer complaints;
- 3 2. formulating or providing, or arranging for the formulation or  
4 provision of, any advertising or marketing material, including  
5 any telephone sales script, direct mail solicitation, or the design,  
6 text, or use of images of any Internet website, email, or other  
7 electronic communication;
- 8 3. formulating or providing, or arranging for the formulation or  
9 provision of, any marketing support material or service,  
10 including web or Internet Protocol addresses or domain name  
11 registration for any Internet websites, affiliate marketing  
12 services, or media placement services;
- 13 4. providing names of, or assisting in the generation of, potential  
14 customers;
- 15 5. performing marketing, billing, or payment services of any kind;  
16 or
- 17 6. acting or serving as an owner, officer, director, manager, or  
18 principal of any entity.

19 B. **“Corporate Defendants”** means Brookstone Law P.C. (California),  
20 Brookstone Law P.C. (Nevada), Advantis Law P.C., and Advantis Law Group  
21 P.C., and their successors and assigns.

22 C. **“Defendants”** means all of the Individual Defendants and the  
23 Corporate Defendants, individually, collectively, or in any combination.

24 D. **“Financial product or service”** means any product, service, plan, or  
25 program represented, expressly or by implication, to:  
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- 1           1.     provide any consumer, arrange for any consumer to receive, or  
2           assist any consumer in receiving, a loan or other extension of  
3           credit;
- 4           2.     provide any consumer, arrange for any consumer to receive, or  
5           assist any consumer in receiving, credit, debit, or stored value  
6           cards;
- 7           3.     improve, repair, or arrange to improve or repair, any  
8           consumer's credit record, credit history, or credit rating; or
- 9           4.     provide advice or assistance to improve any consumer's credit  
10          record, credit history, or credit rating.

11           E.     **“Individual Defendants”** means Damian Kutzner, Jeremy Foti, Vito  
12     Torchia Jr., Jonathan Tarkowski, R. Geoffrey Broderick, and Charles T. Marshall.

13           F.     **“Person”** includes a natural person, organization, or other legal entity,  
14     including a corporation, partnership, proprietorship, association, cooperative, or  
15     any other group or combination acting as an entity.

16           G.     **“Secured or unsecured debt relief product or service”** means:

- 17          1.     With respect to any mortgage, loan, debt, or obligation between  
18          a person and one or more secured or unsecured creditors or debt  
19          collectors, any product, service, plan, or program represented,  
20          expressly or by implication, to:
  - 21           a.     stop, prevent, or postpone any mortgage or deed of  
22                 foreclosure sale for a person's dwelling, any other sale of  
23                 collateral, any repossession of a person's dwelling or  
24                 other collateral, or otherwise save a person's dwelling or  
25                 other collateral from foreclosure or repossession;
  - 26           b.     negotiate, obtain, or arrange a modification, or  
27                 renegotiate, settle, or in any way alter any terms of the  
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1 mortgage, loan, debt, or obligation, including a reduction  
2 in the amount of interest, principal balance, monthly  
3 payments, or fees owed by a person to a secured or  
4 unsecured creditor or debt collector;

5 c. obtain any forbearance or modification in the timing of  
6 payments from any secured or unsecured holder or  
7 servicer of any mortgage, loan, debt, or obligation;

8 d. negotiate, obtain, or arrange any extension of the period  
9 of time within which a person may (i) cure his or her  
10 default on the mortgage, loan, debt, or obligation, (ii)  
11 reinstate his or her mortgage, loan, debt, or obligation,  
12 (iii) redeem a dwelling or other collateral, or (iv) exercise  
13 any right to reinstate the mortgage, loan, debt, or  
14 obligation or redeem a dwelling or other collateral;

15 e. obtain any waiver of an acceleration clause or balloon  
16 payment contained in any promissory note or contract  
17 secured by any dwelling or other collateral; or

18 f. negotiate, obtain, or arrange (i) a short sale of a dwelling  
19 or other collateral, (ii) a deed-in-lieu of foreclosure, or  
20 (iii) any other disposition of a mortgage, loan, debt, or  
21 obligation other than a sale to a third party that is not the  
22 secured or unsecured loan holder.

23 The foregoing shall include any manner of claimed assistance,  
24 including auditing or examining a person's application for the  
25 mortgage, loan, debt, or obligation.

26 2. With respect to any loan, debt, or obligation between a person  
27 and one or more unsecured creditors or debt collectors, any  
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1 product, service, plan, or program represented, expressly or by  
2 implication, to:

- 3 a. repay one or more unsecured loans, debts, or obligations;  
4 or  
5 b. combine unsecured loans, debts, or obligations into one  
6 or more new loans, debts, or obligations.

7 **I. BAN ON SECURED OR UNSECURED DEBT RELIEF PRODUCTS**  
8 **AND SERVICES**

9 **IT IS ORDERED** that Jeremy Foti and Charles Marshall are permanently  
10 restrained and enjoined from advertising, marketing, promoting, offering for sale,  
11 or selling, or assisting others in the advertising, marketing, promoting, offering for  
12 sale, or selling, of any secured or unsecured debt relief product or service.

13 **II. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**  
14 **TO FINANCIAL PRODUCTS AND SERVICES**

15 **IT IS FURTHER ORDERED** that Jeremy Foti and Charles Marshall, their  
16 officers, agents, employees, and attorneys, and all other persons in active concert  
17 or participation with any of them, who receive actual notice of this Final Judgment,  
18 whether acting directly or indirectly, in connection with the advertising, marketing,  
19 promoting, offering for sale, or selling of any financial product or service, are  
20 permanently restrained and enjoined from misrepresenting, or assisting others in  
21 misrepresenting, expressly or by implication:

22 A. the terms or rates that are available for any loan or other extension of  
23 credit, including:

- 24 1. closing costs or other fees;  
25 2. the payment schedule, monthly payment amount(s), any balloon  
26 payment, or other payment terms;  
27 3. the interest rate(s), annual percentage rate(s), or finance  
28 charge(s), and whether they are fixed or adjustable;



- 1           4.     the loan amount, credit amount, draw amount, or outstanding
- 2                     balance; the loan term, draw period, or maturity; or any other
- 3                     term of credit;
- 4           5.     the amount of cash to be disbursed to the borrower out of the
- 5                     proceeds, or the amount of cash to be disbursed on behalf of the
- 6                     borrower to any third parties;
- 7           6.     whether any specified minimum payment amount covers both
- 8                     interest and principal, and whether the credit has or can result in
- 9                     negative amortization; or
- 10          7.     that the credit does not have a prepayment penalty or whether
- 11                     subsequent refinancing may trigger a prepayment penalty
- 12                     and/or other fees;

13           B.     the ability to improve or otherwise affect a consumer's credit record,

14 credit history, credit rating, or ability to obtain credit, including that a consumer's

15 credit record, credit history, credit rating, or ability to obtain credit can be

16 improved by permanently removing current, accurate negative information from

17 the consumer's credit record or history;

18           C.     that a consumer will receive legal representation; or

19           D.     any other fact material to consumers concerning any good or service,

20 such as: the total costs; any material restrictions, limitations, or conditions; or any

21 material aspect of its performance, efficacy, nature, or central characteristics.

22 **III.   PROHIBITION AGAINST MISREPRESENTATIONS RELATING**

23 **TO ANY PRODUCT OR SERVICE**

24           **IT IS FURTHER ORDERED** that Jeremy Foti and Charles Marshall, their

25 officers, agents, employees, and attorneys, and all other persons in active concert

26 or participation with any of them, who receive actual notice of this Final Judgment,

27 whether acting directly or indirectly, in connection with the advertising, marketing,

28 promoting, offering for sale, or selling of any product, service, plan, or program,

1 are permanently restrained and enjoined from misrepresenting, or assisting others  
2 in misrepresenting, expressly or by implication:

3 A. the likelihood of obtaining any relief for consumers;

4 B. that consumers will be added to a lawsuit;

5 C. any material aspect of the nature or terms of any refund, cancellation,  
6 exchange, or repurchase policy, including the likelihood of a consumer obtaining a  
7 full or partial refund, or the circumstances in which a full or partial refund will be  
8 granted to the consumer;

9 D. that any person is affiliated with, endorsed or approved by, or  
10 otherwise connected to any other person; government entity; public, non-profit, or  
11 other non-commercial program; or any other program;

12 E. the nature, expertise, position, or job title of any person who provides  
13 any product, service, plan, or program;

14 F. the person who will provide any product, service, plan, or program to  
15 any consumer;

16 G. that any person providing a testimonial has purchased, received, or  
17 used the product, service, plan, or program;

18 H. that the experience represented in a testimonial of the product, service,  
19 plan, or program represents the person's actual experience resulting from the use of  
20 the product, service, plan, or program under the circumstances depicted in the  
21 advertisement; or

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

#### 25 **IV. MONETARY JUDGMENT**

26 **IT IS FURTHER ORDERED** that judgment in the amount of Eighteen  
27 Million One Hundred Forty-Six Thousand Eight Hundred Sixty-Six Dollars and  
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1 Thirty Four Cents (\$18,146,866.34), is entered, in favor of the Commission against  
2 Jeremy Foti, jointly and severally, as equitable monetary relief. Jeremy Foti is  
3 ordered to pay the FTC this amount immediately upon the entry of this Final  
4 Judgment.

5 **IT IS FURTHER ORDERED** that judgment in the amount of One Million  
6 Seven Hundred Eighty-Four Thousand Twenty-Two Dollars and Sixty-One Cents  
7 (\$1,784,022.61), is entered in favor of the Commission against Charles Marshall,  
8 jointly and severally, as equitable monetary relief. Charles Marshall is ordered to  
9 pay the FTC this amount immediately upon the entry of this Final Judgment.

10 **V. ADDITIONAL MONETARY PROVISIONS**

11 **IT IS FURTHER ORDERED** that:

12 A. Jeremy Foti and Charles Marshall relinquish dominion and all legal  
13 and equitable right, title, and interest in all assets transferred pursuant to this Final  
14 Judgment and may not seek the return of any assets.

15 B. All money paid to the Commission pursuant to this Final Judgment  
16 may be deposited into a fund administered by the Commission or its designee to be  
17 used for equitable relief, including consumer redress and any attendant expenses  
18 for the administration of any redress fund. If a representative of the Commission  
19 decides that direct redress to consumers is wholly or partially impracticable or  
20 money remains after redress is completed, the Commission may apply any  
21 remaining money for such other equitable relief (including consumer information  
22 remedies) as it determines to be reasonably related to Defendants' practices alleged  
23 in the Complaint. Any money not used for such equitable relief is to be deposited  
24 to the U.S. Treasury as disgorgement. Defendants have no right to challenge any  
25 actions the Commission or its representatives may take pursuant to this Subsection.

26 C. The asset freezes in force against Jeremy Foti and Charles Marshall  
27 are modified to permit the payment of the Monetary Judgments, above identified.  
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1 Upon satisfaction of their Monetary Judgments, the asset freezes shall be  
2 dissolved.

3 **VI. RECEIVERSHIP TERMINATION**

4 **IT IS FURTHER ORDERED** that the Receiver must complete all duties  
5 related to the individual receivership estate created pursuant to DE 153 within 180  
6 days after entry of this Final Judgment, but any party or the Receiver may request  
7 that the Court extend the Receiver's term for good cause.

8 **VII. CUSTOMER INFORMATION**

9 **IT IS FURTHER ORDERED** that Jeremy Foti and Charles Marshall, their  
10 officers, agents, employees, and attorneys, and all other persons in active concert  
11 or participation with any of them, who receive actual notice of this Final Judgment,  
12 are permanently restrained and enjoined from directly or indirectly:

13 A. failing to provide sufficient customer information to enable the  
14 Commission to efficiently administer consumer redress. If a representative of the  
15 Commission requests in writing any information related to redress, Jeremy Foti  
16 and Charles Marshall must provide it, in the form prescribed by the Commission,  
17 within 14 days;

18 B. disclosing, using, or benefitting from customer information, including  
19 the name, address, telephone number, email address, social security number, other  
20 identifying information, or any data that enables access to a customer's account  
21 (including a credit card, bank account, or other financial account), that any  
22 Defendant obtained prior to entry of this Final Judgment in connection with any  
23 product or service related to consumers' mortgages; and

24 C. failing to destroy such customer information in all forms in their  
25 possession, custody, or control within 30 days after entry of this Final Judgment.

1           *Provided, however,* that customer information need not be disposed of, and  
2 may be disclosed, to the extent requested by a government agency or required by  
3 law, regulation, or court order.

4 **VIII. FINAL JUDGMENT ANCKNOWLEDGMENTS**

5           **IT IS FURTHER ORDERED** that Jeremy Foti and Charles Marshall  
6 submit acknowledgments of the Final Judgment. They each shall:

7           A.     Within 7 days of entry of this Final Judgment, submit to the  
8 Commission an acknowledgment of receipt of this Final Judgment sworn under  
9 penalty of perjury.

10          B.     For 5 years after entry of this Final Judgment, for any business that  
11 either of them, individually or collectively with any other Defendant, is the  
12 majority owner or controls directly or indirectly, must deliver a copy of this Final  
13 Judgment to: (1) all principals, officers, directors, and LLC managers and  
14 members; (2) all employees, agents, and representatives who participate in conduct  
15 related to the subject matter of the Final Judgment; and (3) any business entity  
16 resulting from any change in structure as set forth in the Section titled Compliance  
17 Reporting. Delivery must occur within 7 days of entry of this Final Judgment for  
18 current personnel. For all others, delivery must occur before they assume their  
19 responsibilities.

20          C.     From each individual or entity to which Jeremy Foti or Charles  
21 Marshall delivered a copy of this Final Judgment, he must obtain, within 30 days, a  
22 signed and dated acknowledgment of receipt of this Final Judgment.

23 **IX. COMPLIANCE REPORTING**

24           **IT IS FURTHER ORDERED** that Jeremy Foti and Charles Marshall make  
25 timely submissions to the Commission.

26          A.     They each shall, one year after entry of this Final Judgment, submit a  
27 compliance report, sworn under penalty of perjury:

- 1           1.     (a) identifying the primary physical, postal, and email address  
2                     and telephone number, as designated points of contact, which  
3                     representatives of the Commission may use to communicate  
4                     with him; (b) identifying all of his businesses by all of their  
5                     names, telephone numbers, and physical, postal, email, and  
6                     Internet addresses; (c) describing the activities of each business,  
7                     including the goods and services offered, the means of  
8                     advertising, marketing, and sales, and the involvement of any  
9                     other Defendant (which he must describe if he knows or should  
10                    know due to their own involvement); (d) describing in detail  
11                    whether and how he is in compliance with each Section of this  
12                    Final Judgment; (e) providing a copy of each Final Judgment  
13                    Acknowledgment obtained pursuant to this Final Judgment,  
14                    unless previously submitted to the Commission; and  
15            2.     (a) identifying all telephone numbers and all physical, postal,  
16                    email and Internet addresses, including all residences; (b)  
17                    identifying all business activities, including any business for  
18                    which he performs services whether as an employee or  
19                    otherwise and any entity in which he has any ownership  
20                    interest; and (c) describing in detail his involvement in each  
21                    such business, including title, role, responsibilities,  
22                    participation, authority, control, and any ownership.

23            B.     For 15 years after entry of this Final Judgment, Jeremy Foti and  
24            Charles Marshall each must submit a compliance notice, sworn under penalty of  
25            perjury, within 14 days of any change in the following:

- 26            1.     (a) any designated point of contact; or (b) the structure of any  
27                    entity that he has any ownership interest in or controls directly  
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1 or indirectly that may affect compliance obligations arising  
2 under this Final Judgment, including: creation, merger, sale, or  
3 dissolution of the entity or any subsidiary, parent, or affiliate  
4 that engages in any acts or practices subject to this Final  
5 Judgment; and

- 6 2. (a) name, including aliases or fictitious name, or residence  
7 address; or (b) title or role in any business activity, including  
8 any business for which he performs services whether as an  
9 employee or otherwise and any entity in which he has any  
10 ownership interest, and identify the name, physical address, and  
11 any Internet address of the business or entity.

12 C. Jeremy Foti and Charles Marshall must each submit to the  
13 Commission notice of the filing of any bankruptcy petition, insolvency proceeding,  
14 or similar proceeding by or against him within 14 days of its filing.

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

21 E. Unless otherwise directed by a Commission representative in writing,  
22 all submissions to the Commission pursuant to this Final Judgment must be  
23 emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal  
24 Service) to: Associate Director for Enforcement, Bureau of Consumer Protection,  
25 Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC  
26 20580. The subject line must begin: FTC v. Damian Kutzner, X030002.

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**X. RECORDKEEPING**

**IT IS FURTHER ORDERED** that Jeremy Foti and Charles Marshall each must create certain records for 15 years after entry of the Final Judgment, and retain each such record for 5 years. Specifically, for any business that either, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, he 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 Final Judgment, including all submissions to the Commission; and

E. a copy of each unique advertisement or other marketing material.

**XI. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Jeremy Foti's and Charles Marshall's compliance with this Final Judgment:

A. Within 14 days of receipt of a written request from a representative of the Commission, Jeremy Foti and Charles Marshall each 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 is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of



1 Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and  
2 69.

3 B. For matters concerning this Final Judgment, the Commission is  
4 authorized to communicate directly with Jeremy Foti and Charles Marshall.  
5 Jeremy Foti and Charles Marshall each must permit representatives of the  
6 Commission to interview any employee or other person affiliated with him who  
7 has agreed to such an interview. The person interviewed may have counsel  
8 present.

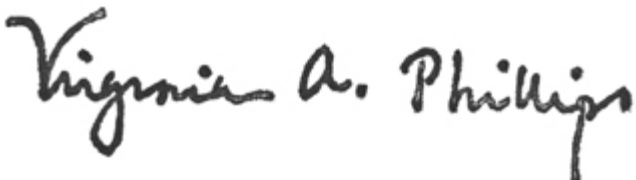
9 C. The Commission may use all other lawful means, including posing,  
10 through its representatives as consumers, suppliers, or other individuals or entities,  
11 to Jeremy Foti or Charles Marshall or any individual or entity affiliated with either  
12 or both of them, without the necessity of identification or prior notice. Nothing in  
13 this Final Judgment limits the Commission's lawful use of compulsory process,  
14 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

15 D. Upon written request from a representative of the Commission, any  
16 consumer reporting agency must furnish consumer reports concerning either  
17 Jeremy Foti or Charles Marshall, pursuant to Section 604(1) of the Fair Credit  
18 Reporting Act, 15 U.S.C. §1681b(a)(1).

19 **XII. RETENTION OF JURISDICTION**

20 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this  
21 matter for purposes of construction, modification, and enforcement of this Final  
22 Judgment.

23 IT IS SO ORDERED.  
24 DATED: September 21, 2017

25   
26 By: \_\_\_\_\_  
27 Honorable Beverly R. O'Connell  
28 United States District Court Judge