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

	) Case No. <b>SACV 19-1333JVS (KESx)</b>
FEDERAL TRADE COMMISSION,	)
Plaintiff,	)
vs.	)
ELEGANT SOLUTIONS, INC., et al.,	)
Defendants.	)



1       3. The Complaint charges that Defendants participated in acts or practices that  
2 violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC's  
3 Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310. The Complaint seeks both  
4 permanent injunctive relief and equitable monetary relief for Defendants'  
5 deceptive and unlawful acts or practices as alleged therein.

6       4. The FTC has authority to seek the relief it has requested, pursuant to  
7 Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15  
8 U.S.C. §§ 53(b) and 57(b) and the Telemarketing and Consumer Fraud and Abuse  
9 Prevention Act ("Telemarketing Act"), 15 U.S.C. §§ 6101-6108.

10       5. The activities of Defendants are in or affecting commerce, as "commerce" is  
11 defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

12       6. The Complaint states a claim on which relief can be granted against  
13 Defendants.

14       7. The allegations in the Complaint and the evidence supporting them establish  
15 that Defendants violated Section 5 of the FTC Act, 15 U.S.C. § 45, and the TSR,  
16 16 C.F.R. Part 310, in connection with the telemarketing of student loan debt relief  
17 services.

18       8. In numerous instances, Defendants, in connection with the advertising,  
19 marketing, promotion, offering for sale, or sale of student loan debt relief services,  
20 have represented, directly or indirectly, expressly or by implication, that:

- 21       a. Consumers who purchased Defendants' debt relief services would be  
22       enrolled in a repayment plan that would reduce their monthly  
23       payments to a lower, specific amount or have their loan balances  
24       forgiven in whole or in part;
- 25       b. Most or all of consumers' monthly payments to Defendants would be  
26       applied toward consumers' student loans; or
- 27       c. Defendants would assume responsibility for the servicing of  
28       consumers' student loans.

1 In fact, in numerous instances in which Defendants have made these  
2 representations, such representations were false or not substantiated at the time  
3 Defendants made them. Therefore, the making of these representations constitute a  
4 deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. §  
5 45(a).

6 9. In numerous instances, in connection with the telemarketing of student loan  
7 debt relief services, Defendants have requested or received payment of a fee or  
8 consideration for debt relief services before: (a) Defendants have renegotiated,  
9 settled, reduced, or otherwise altered the terms of at least one debt pursuant to a  
10 settlement agreement, debt management plan, or other such valid contractual  
11 agreement executed by the customer; and (b) the customer has made at least one  
12 payment pursuant to that settlement agreement, debt management plan, or other  
13 valid contractual agreement between the customer and the creditor, in violation of  
14 Section 310.4(a)(5)(i) of the TSR, 16 C.F.R. § 310.4(a)(5)(i).

15 10. In numerous instances, Defendants, in connection with the telemarketing of  
16 student loan debt relief services, have misrepresented, directly or indirectly,  
17 expressly or by implication, material aspects of their debt relief services, including  
18 but not limited to that: (a) Consumers who purchased Defendants' debt relief  
19 services would be enrolled in a repayment plan that would reduce their monthly  
20 payments to a lower, specific amount or have their loan balances forgiven in whole  
21 or in part; (b) Most or all of consumers' monthly payments to Defendants would be  
22 applied toward consumers' student loans; or (c) Defendants would assume  
23 responsibility for the servicing of consumers' student loans, in violation of Section  
24 310.3(a)(2)(x) of the TSR, 16 C.F.R. § 310.3(a)(2)(x).

25 11. Defendants received revenues of at least \$31,140,943.00 derived  
26 unlawfully from payments by consumers as a direct result of Defendants'  
27 violations of Section 5 of the FTC Act and the TSR. Of those revenues, they have  
28 refunded approximately \$408,089.00, and paid approximately \$3,147,885.00 to

1 consumers' student loan servicers. Defendants have therefore caused consumer  
2 injury in the amount of at least \$27,584,969.00.

3 12. Defendants Elegant Solutions, Inc., Trend Capital Ltd., Dark Island  
4 Industries, Inc., Heritage Asset Management, Inc., and Tribune Management, Inc.  
5 (collectively, "Corporate Defendants") operated as a common enterprise while  
6 engaging in the unlawful acts and practices set forth in Findings 7 to 11 above.  
7 Defendants have conducted the business practices described above through an  
8 interrelated network of companies that have common ownership or officers,  
9 business functions, employees, office locations, and that commingled funds.  
10 Because these Corporate Defendants have operated as a common enterprise, each  
11 of them is jointly and severally liable for the acts and practices set forth in Findings  
12 7 to 11 above.

13 13. At all times material to the Complaint, Defendants Mazen Radwan, Rima  
14 Radwan, Labiba Velazquez, and Dean Robbins (collectively, "Individual  
15 Defendants") formulated, directed, controlled, had the authority to control, or  
16 participated in the acts and practices of the Corporate Defendants that constitute  
17 the common enterprise. Individual Defendants also each had actual knowledge of  
18 the acts and practices set forth in Findings 7 to 11 above. Thus, Individual  
19 Defendants are each jointly and severally liable for monetary and injunctive relief.

20 14. Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"),  
21 15 U.S.C. §§ 53(b) and 57(b), empower this Court to issue injunctive and other  
22 relief against violations of the FTC Act and, in the exercise of its equitable  
23 jurisdiction, to award redress and restitution to remedy the injury to consumers, to  
24 order disgorgement of profits resulting from Defendants' unlawful acts or  
25 practices, and issue other ancillary equitable relief.

26 15. This Court is persuaded that the danger of future violations by Defendants  
27 justifies the issuance of injunctive relief. Specifically, it is proper in this case to  
28 issue an injunction that: (a) permanently bans Defendants from advertising,

1 marketing, promoting, offering for sale, selling, or Assisting Others in the  
2 advertising, marketing, promoting, offering for sale, or selling, of any Secured or  
3 Unsecured Debt Relief Product or Service; (b) permanently bans Defendants from  
4 participating or Assisting Others in Telemarketing, whether directly or through an  
5 intermediary; (c) prohibits misrepresenting, or Assisting Others in misrepresenting,  
6 expressly or by implication, any fact material to a consumer's decision to purchase  
7 a Financial Product or Service; (d) prohibits making any unsubstantiated  
8 representation or Assisting Others in making any unsubstantiated representation,  
9 expressly or by implication, about the benefits, performance, or efficacy of any  
10 product or service; and (e) provides such other ancillary relief as is necessary to  
11 assist the FTC and the Court in monitoring Defendants' compliance with such  
12 injunctive relief.

13 16. As set forth above, Defendants have unlawfully derived revenues of  
14 \$27,584,969.00 from payments by consumers as a direct result of Defendants'  
15 violations of Section 5 of the FTC Act and the TSR. It is therefore proper in this  
16 case to enter a monetary judgment of \$27,584,969.00 against Defendants, jointly  
17 and severally, as equitable monetary relief in the form of restitution, rescission of  
18 contracts, and disgorgement for their violations of the FTC Act and the TSR.

19 17. This action and the relief awarded herein are in addition to, and not in lieu  
20 of, other remedies as may be provided by law, including both civil and criminal  
21 remedies.

22 18. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this  
23 Order are binding upon each Defendant, their successors and assigns, and their  
24 officers, agents, employees and attorneys, and upon those persons or entities in  
25 active concert or participation with them who receive actual notice of this Order by  
26 personal service or otherwise.

27 19. Entry of this Order is in the public interest.

28 .

1 **DEFINITIONS**

2 For purposes of this Order, the following definitions apply:

3 A. **“Assisting Others”** includes:

4 1. performing customer service functions, including receiving or  
5 responding to consumer complaints;

6 2. formulating or providing, or arranging for the formulation or  
7 provision of, any advertising or marketing material, including any telephone sales  
8 script, direct mail solicitation, or the design, text, or use of images of any Internet  
9 website, email, or other electronic communication;

10 3. formulating or providing, or arranging for the formulation or  
11 provision of, any marketing support material or service, including web or Internet  
12 Protocol addresses or domain name registration for any Internet websites, affiliate  
13 marketing services, or media placement services;

14 4. providing names of, or assisting in the generation of, potential  
15 customers;

16 5. performing marketing, billing, or payment services of any kind; or

17 6. acting or serving as an owner, officer, director, manager, or principal  
18 of any entity.

19 B. **“Corporate Defendants”** means Elegant Solutions, Inc., also doing business  
20 as Federal Direct Group, Trend Capital Ltd., also doing business as Mission Hills  
21 Federal, Dark Island Industries, Inc., also doing business as Federal Direct Group  
22 and Cosmopolitan Funding Inc., Heritage Asset Management, Inc., also doing  
23 business as National Secure Processing, Tribune Management, Inc., also doing  
24 business as the Student Loan Group, and each of their subsidiaries, affiliates,  
25 successors, and assigns.

26 C. **“Defendants”** means all of the Corporate Defendants and Mazen Radwan  
27 aka Michael or Mike Radwan, Rima Radwan, Labiba Velazquez aka Labiba  
28 Radwan, and Dean Robbins, individually, collectively, or in any combination.

1 D. **“Financial Product or Service”** means any product, service, plan, or  
2 program represented, expressly or by implication, to:

3 1. provide any consumer, arrange for any consumer to receive, or assist  
4 any consumer in receiving, a loan or other extension of credit;

5 2. provide any consumer, arrange for any consumer to receive, or assist  
6 any consumer in receiving, credit, debit, or stored value cards;

7 3. improve, repair, or arrange to improve or repair, any consumer’s  
8 credit record, credit history, or credit rating; or

9 4. provide advice or assistance to improve any consumer’s credit record,  
10 credit history, or credit rating.

11 E. **“Person”** means a natural person, organization, or other legal entity,  
12 including a corporation, partnership, proprietorship, association, cooperative, or  
13 any other group or combination acting as an entity.

14 F. **“Receiver”** means Thomas W. McNamara.

15 G. **“Receivership Entity”** means the Corporate Defendants, as well as any  
16 other business related to Defendants’ mortgage assistance relief services business  
17 and which the Receiver has reason to believe is owned or controlled in whole or in  
18 part by any Defendant, including but not limited to any other mortgage assistance  
19 relief services business operated by the Individual Defendants.

20 H. **“Secured or Unsecured Debt Relief Product or Service”** means:

21 1. With respect to any mortgage, loan, debt, or obligation between a  
22 person and one or more secured or unsecured creditors or debt collectors, any  
23 product, service, plan, or program represented, expressly or by implication, to:

24 a. stop, prevent, or postpone any mortgage or deed of foreclosure  
25 sale for a person’s dwelling, any other sale of collateral, any repossession of a  
26 person’s dwelling or other collateral, or otherwise save a person’s dwelling or  
27 other collateral from foreclosure or repossession;

28 b. negotiate, obtain, or arrange a modification, or renegotiate,



1 settle, or in any way alter any terms of the mortgage, loan, debt, or obligation,  
2 including a reduction in the amount of interest, principal balance, monthly  
3 payments, or fees owed by a person to a secured or unsecured creditor or debt  
4 collector;

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

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

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

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

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

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

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

26 b. combine unsecured loans, debts, or obligations into one or more  
27 new loans, debts, or obligations.

28

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

5 **I.**

6 **BAN ON SECURED AND UNSECURED**  
7 **DEBT RELIEF PRODUCTS AND SERVICES**

8 IT IS ORDERED that Defendants are permanently restrained and enjoined  
9 from advertising, marketing, promoting, offering for sale, selling, or Assisting  
10 Others in the advertising, marketing, promoting, offering for sale, or selling, of any  
11 Secured or Unsecured Debt Relief Product or Service.

12 **II.**

13 **BAN ON TELEMARKETING**

14 IT IS FURTHER ORDERED that Defendants are permanently restrained  
15 and enjoined from participating or Assisting Others in Telemarketing, whether  
16 directly or through an intermediary.

17 **III.**

18 **PROHIBITION AGAINST MISREPRESENTATIONS**  
19 **RELATING TO FINANCIAL PRODUCTS AND SERVICES**

20 IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents,  
21 employees, and attorneys, and all other Persons in active concert or participation  
22 with any of them, who receive actual notice of this Order, whether acting directly  
23 or indirectly, in connection with the advertising, marketing, promoting, offering for  
24 sale, or selling of any Financial Product or Service, are permanently restrained and  
25 enjoined from misrepresenting, or Assisting Others in misrepresenting, expressly  
26 or by implication:

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

- 1 1. closing costs or other fees;
- 2 2. the payment schedule, monthly payment amount(s), any balloon
- 3 payment, or other payment terms;
- 4 3. the interest rate(s), annual percentage rate(s), or finance charge(s), and
- 5 whether they are fixed or adjustable;
- 6 4. the loan amount, credit amount, draw amount, or outstanding balance;
- 7 the loan term, draw period, or maturity; or any other term of credit;
- 8 5. the amount of cash to be disbursed to the borrower out of the
- 9 proceeds, or the amount of cash to be disbursed on behalf of the borrower to any
- 10 third parties;
- 11 6. whether any specified minimum payment amount covers both interest
- 12 and principal, and whether the credit has or can result in negative amortization; or
- 13 7. that the credit does not have a prepayment penalty or whether
- 14 subsequent refinancing may trigger a prepayment penalty and/or other fees;
- 15 B. the ability to improve or otherwise affect a consumer's credit record, credit
- 16 history, credit rating, or ability to obtain credit, including that a consumer's credit
- 17 record, credit history, credit rating, or ability to obtain credit can be improved by
- 18 permanently removing current, accurate negative information from the consumer's
- 19 credit record or history;
- 20 C. that a consumer will receive legal representation; or
- 21 D. any other fact material to consumers concerning any good or service, such
- 22 as: the total costs; any material restrictions, limitations, or conditions; or any
- 23 material aspect of its performance, efficacy, nature, or central characteristics.

#### 24 IV.

### 25 PROHIBITION AGAINST MISREPRESENTATIONS 26 RELATING TO ANY PRODUCTS OR SERVICES

27 IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents,  
28 employees, and attorneys, and all other Persons in active concert or participation

1 with any of them, who receive actual notice of this Order, whether acting directly  
2 or indirectly, in connection with the advertising, marketing, promoting, offering for  
3 sale, or selling of any product, service, plan, or program, are permanently  
4 restrained and enjoined from misrepresenting, or Assisting Others in  
5 misrepresenting, expressly or by implication:

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

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

13 C. the nature, expertise, position, or job title of any Person who provides any  
14 product, service, plan, or program; or

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

## 18 V.

### 19 PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS

20 IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents,  
21 employees, and attorneys, and all other Persons in active concert or participation  
22 with any of them, who receive actual notice of this Order, whether acting directly  
23 or indirectly, in connection with the sale of any product or service, are permanently  
24 restrained and enjoined from making any representation or Assisting Others in  
25 making any representation, expressly or by implication, about the benefits,  
26 performance, or efficacy of any product or service, unless the representation is  
27 non-misleading, and, at the time such representation is made, that Defendant  
28 possesses and relies upon competent and reliable evidence that is sufficient in

1 quality and quantity based on standards generally accepted in the relevant fields,  
2 when considered in light of the entire body of relevant and reliable evidence, to  
3 substantiate that the representation is true.

4 **VI.**

5 **MONETARY JUDGMENT AND PARTIAL SUSPENSION**

6 IT IS FURTHER ORDERED that:

7 A. Judgment in the amount of Twenty-Seven Million, Five Hundred Eighty-  
8 Four Thousand, Nine Hundred Sixty-Nine Dollars (\$27,584,969.00) is entered in  
9 favor of the Commission against Defendants, jointly and severally, as equitable  
10 monetary relief.

11 B. The monetary judgment set forth in this Section VI is enforceable against any  
12 asset, real or personal, whether located within the United States or outside the  
13 United States, owned jointly or singly by, on behalf of, for the benefit of, in trust  
14 by or for, or as a deposit for future goods or services to be provided to, any  
15 Defendant, whether held as tenants in common, joint tenants with or without the  
16 right of survivorship, tenants by the entirety, and/or community property.

17 C. Any financial or brokerage institution, escrow agent, title company,  
18 commodity trading company, business entity, or Person, whether located within the  
19 United States or outside the United States, that holds, controls, or maintains  
20 accounts or assets of, on behalf of, or for the benefit of, any Receivership Entity,  
21 whether real or personal, whether located within the United States or outside the  
22 United States, shall, within ten (10) business days from receipt of a copy of this  
23 Order, turn over such accounts or assets to the Receiver or his designated agent.

24 D. In partial satisfaction of the judgment against Defendants in Section VI.A,  
25 any financial or brokerage institution, escrow agent, title company, commodity  
26 trading company, business entity, or person, whether located within the United  
27 States or outside the United States, that holds, controls, or maintains accounts or  
28 assets of, on behalf of, or for the benefit of, any Individual Defendant, whether real

1 or personal, whether located within the United States or outside the United States,  
2 shall, within ten (10) business days from receipt of a copy of this Order, turn over  
3 such account or asset to the FTC or its designated agent, including, but not limited  
4 to:

- 5 1. Wescom shall, within ten (10) business days of receipt of a copy of this  
6 Order, transfer to the FTC or its designated agent all holdings in account  
7 number xxxx9841 in the name of Dean Robbins;
- 8 2. Wescom shall, within ten (10) business days of receipt of a copy of this  
9 Order, transfer to the FTC or its designated agent all holdings in account  
10 number xxxx5924 in the name of Dean Robbins;
- 11 3. Orange County's Credit Union shall, within ten (10) business days of  
12 receipt of a copy of this Order, transfer to the FTC or its designated agent  
13 all holdings in checking and savings account numbers xxxx8000 in the  
14 name of Mazen Radwan;
- 15 4. Orange County's Credit Union shall, within ten (10) business days of  
16 receipt of a copy of this Order, transfer to the FTC or its designated agent  
17 all holdings in account number xxxx3156 in the name of Mazen Radwan;
- 18 5. CalWest Bank shall, within ten (10) business days of receipt of a copy of  
19 this Order, transfer to the FTC or its designated agent all holdings in  
20 account number xxxx3941 in the name of Rima Radwan;
- 21 6. JP Morgan Chase shall, within ten (10) business days of receipt of a copy  
22 of this Order, transfer to the FTC or its designated agent all holdings in  
23 account number xxxx7434 in the name of Mazen Radwan;
- 24 7. JP Morgan Chase shall, within ten (10) business days of receipt of a copy  
25 of this Order, transfer to the FTC or its designated agent all holdings in  
26 account number xxxx7906 in the name of Mazen Radwan;

1 8. JP Morgan Chase shall, within ten (10) business days of receipt of a copy  
2 of this Order, transfer to the FTC or its designated agent all holdings in  
3 account number xxxx1828 in the name of Rima Radwan;

4 9. JP Morgan Chase shall, within ten (10) business days of receipt of a copy  
5 of this Order, transfer to the FTC or its designated agent all holdings in  
6 account number xxxx5760 in the name of Dean Robbins;

7 10. Edward Jones shall, within ten (10) business days of receipt of a copy of  
8 this Order, transfer to the FTC or its designated agent all holdings in  
9 account number xxxxxx4015 in the name of Dean Robbins;

10 11. Computershare shall, within ten (10) business days of receipt of a copy  
11 of this Order, liquidate all holdings in account number xxxx5169 in the  
12 name of Rima Radwan and transfer the proceeds of such liquidation to  
13 the FTC or its designated agent; and

14 12. Golden 1 Credit Union shall, within ten (10) business days of receipt of a  
15 copy of this Order, transfer to the FTC or its designated agent all  
16 holdings in account number xxx9685 in the name of Dean Robbins.

17 E. The asset freeze is modified to permit the transfers identified in this Section.  
18 Upon completion of those transfers, the asset freeze as to Defendants is dissolved.

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

22 G. All money paid to the FTC pursuant to this Order may be deposited into a  
23 fund administered by the FTC or its designee to be used for equitable relief,  
24 including consumer redress and any attendant expenses for the administration of  
25 any redress fund. If a representative of the FTC decides that direct redress to  
26 consumers is wholly or partially impracticable or money remains after redress is  
27 completed, the FTC may apply any remaining money for such other equitable  
28 relief (including consumer information remedies) as it determines to be reasonably

1 related to Defendants' practices alleged in the Complaint. Any money not used for  
2 such equitable relief is to be deposited to the U.S. Treasury as disgorgement.

3 **VII.**

4 **CONTINUATION OF RECEIVERSHIP**

5 **IT IS FURTHER ORDERED** that Thomas McNamara, Esq., shall continue  
6 as a permanent receiver over the Receivership Entities with full powers of a  
7 permanent receiver, including but not limited to those powers set forth in the  
8 Preliminary Injunction (ECF No. 52), and including full liquidation powers. The  
9 Receiver is directed to wind up the Receivership Entities and liquidate all assets  
10 within 180 days after entry of this Order. Any party or the Receiver may request  
11 that the Court extend the Receiver's term for good cause. Upon termination of the  
12 receivership and final payment to the Receiver of all approved fees, costs, and  
13 expenses, the Receiver shall turn over to the FTC or its designated agent all  
14 remaining assets in the receivership estate.

15 **VIII.**

16 **CUSTOMER INFORMATION**

17 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents,  
18 employees, attorneys, and all other Persons or entities in active concert or  
19 participation with any of them, who receive actual notice of this Order, are  
20 permanently restrained and enjoined from directly or indirectly:

21 A. failing to provide sufficient customer information to enable the Commission  
22 to efficiently administer consumer redress. If a representative of the Commission  
23 requests in writing any information related to redress, Defendants must provide it,  
24 in the form prescribed by the Commission, within 14 days.

25 B. disclosing, using, or benefitting from customer information, including the  
26 name, address, telephone number, email address, social security number, FSA ID,  
27 other identifying information, or any data that enables access to a customer's  
28 account (including a student loan account, credit card, bank account, or other



1 financial account), that any Defendant obtained prior to entry of this Order in  
2 connection with the marketing or sale of secured or unsecured debt relief products  
3 or services; and

4 C. failing to destroy such customer information in all forms in their possession,  
5 custody, or control within 30 days after receipt of written direction to do so from a  
6 representative of the Commission.

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

## 10 **IX.**

### 11 **COOPERATION**

12 IT IS FURTHER ORDERED that Defendants must fully cooperate with  
13 representatives of the Commission in this case and in any investigation related to  
14 or associated with the transactions or the occurrences that are the subject of the  
15 Complaint. Defendants must provide truthful and complete information, evidence,  
16 and testimony. Defendants must appear and must cause Defendants' officers,  
17 employees, representatives, or agents to appear for interviews, discovery, hearings,  
18 trials, and any other proceedings that a Commission representative may reasonably  
19 request upon 5 days written notice, or other reasonable notice, at such places and  
20 times as a Commission representative may designate, without the service of a  
21 subpoena.

## 22 **X.**

### 23 **ORDER ACKNOWLEDGMENTS**

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

26 A. Each Defendant, within 7 days of entry of this Order, must submit to the  
27 Commission an acknowledgment of receipt of this Order sworn under penalty of  
28 perjury.

1 B. For 5 years after entry of this Order, Defendants Mazen Radwan, Rima  
2 Radwan, Labiba Velazquez, and Dean Robbins for any business that he or she,  
3 individually or collectively with any other Defendant, is the majority owner or  
4 controls directly or indirectly, and Corporate Defendants must deliver a copy of  
5 this Order to: (1) all principals, officers, directors, and LLC managers and  
6 members; (2) all employees having managerial responsibilities for Financial  
7 Products or Services, and all agents and representatives who participate in  
8 Financial Products or Services; and (3) any business entity resulting from any  
9 change in structure as set forth in the Section titled Compliance Reporting.  
10 Delivery must occur within 7 days of entry of this Order for current personnel. For  
11 all others, delivery must occur before they assume their responsibilities.

12 C. Defendants must obtain, within 30 days, a signed and dated  
13 acknowledgment of receipt of this Order from each individual or entity to which  
14 Defendants delivered a copy of this Order.

## 15 **XI.**

### 16 **COMPLIANCE REPORTING**

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

19 A. One year after entry of this Order, each Defendant must submit a compliance  
20 report, sworn under penalty of perjury:

21 1. Each Defendant must:

22 (a) identify the primary physical, postal, and email address and  
23 telephone number, as designated points of contact, which  
24 representatives of the Commission may use to communicate with that  
25 Defendant;

26 (b) identify all of that Defendant's businesses by all of their names,  
27 telephone numbers, and physical, postal, email, and Internet  
28 addresses;

1 (c) describe the activities of each business, including the goods and  
2 services offered, the means of advertising, marketing, and sales, and  
3 the involvement of any other Defendant (which Defendants Mazen  
4 Radwan, Rima Radwan, Labiba Velazquez and Dean Robbins must  
5 describe if he or she knows or should know due to his or her own  
6 involvement);

7 (d) describe in detail whether and how that Defendant is in  
8 compliance with each Section of this Order; and

9 (e) provide a copy of each Order Acknowledgment obtained pursuant  
10 to this Order, unless previously submitted to the Commission.

11 2. Additionally, Defendants Mazen Radwan, Rima Radwan, Labiba  
12 Velazquez and Dean Robbins must each:

13 (a) identify all telephone numbers and all physical, postal, email and  
14 Internet addresses, including all residences;

15 (b) identify all business activities, including any business for which  
16 such Defendant performs services whether as an employee or  
17 otherwise and any entity in which such Defendant has any ownership  
18 interest; and

19 (c) describe in detail such Defendant's involvement in each such  
20 business, including title, role, responsibilities, participation, authority,  
21 control, and any ownership.

22 B. For 20 years after entry of this Order, each Defendant must submit a  
23 compliance notice, sworn under penalty of perjury, within 14 days of any change  
24 in the following:

25 1. Each Defendant must report any change in:

26 (a) any designated point of contact; or

27 (b) the structure of any Defendant or any entity that any Defendant  
28 has any ownership interest in or controls directly or indirectly that

1 may affect compliance obligations arising under this Order, including:  
2 creation, merger, sale, or dissolution of the entity or any subsidiary,  
3 parent, or affiliate that engages in any acts or practices subject to this  
4 Order.

5 2. Additionally, Defendants Mazen Radwan, Rima Radwan, Labiba  
6 Velazquez and Dean Robbins must report any change in (a) name, including alias  
7 or fictional name, or residence address; or (b) title or role in any business activity,  
8 including any business for which he or she performs services whether as an  
9 employee or otherwise and any entity in which such Defendant has any ownership  
10 interest, and identify the name, physical address, and any Internet address of the  
11 business or entity.

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

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

21 E. Unless otherwise directed by a Commission representative in writing, all  
22 submissions to the Commission pursuant to this Order must be emailed to  
23 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:  
24 Associate Director for Enforcement, Bureau of Consumer Protection, Federal  
25 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The  
26 subject line must begin: FTC v. Elegant Solutions, *et al.*, X190036.

27 **XII.**  
28 **RECORDKEEPING**

1 IT IS FURTHER ORDERED that Defendants must create certain records for  
2 20 years after entry of the Order, and retain each such record for 5 years.

3 Specifically, each Defendant for any business that such Defendant, individually or  
4 collectively with any other Defendants, is a majority owner or controls directly or  
5 indirectly, must create and retain the following records:

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

7 B. personnel records showing, for each person providing services, whether as  
8 an employee or otherwise, that person's: name; addresses; telephone numbers; job  
9 titles or positions; dates of service; and (if applicable) the reason for termination;

10 C. records of all consumer complaints and refund requests, whether received  
11 directly or indirectly, such as through a third party, and any response thereto;

12 D. all records necessary to demonstrate full compliance with each provision of  
13 this Order, including all submissions to the Commission; and

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

### 15 XIII.

### 16 COMPLIANCE MONITORING

17 IT IS FURTHER ORDERED that, for the purpose of monitoring  
18 Defendants' compliance with this Order, including any failure to transfer any  
19 assets as required by this Order:

20 A. Within 14 days of receipt of a written request from a representative of the  
21 FTC, each Defendant must: submit additional compliance reports or other  
22 requested information, which must be sworn under penalty of perjury; appear for  
23 depositions; and produce documents for inspection and copying. The Commission  
24 is also authorized to obtain discovery, without further leave of court, using any of  
25 the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including  
26 telephonic depositions), 31, 33, 34, 36, 45, and 69.

27 B. For matters concerning this Order, the FTC is authorized to communicate  
28 directly with Defendants. Defendants must permit representatives of the

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

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

10 D. Upon written request from a representative of the Commission, any  
11 consumer reporting agency must furnish consumer reports concerning Defendants  
12 Mazen Radwan, Rima Radwan, Labiba Velzquez, or Dean Robbins, pursuant to  
13 Section 604(1) of the Fair Credit Reporting Act, 15, U.S.C. § 1681(b)(a)(1).

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**XV.**

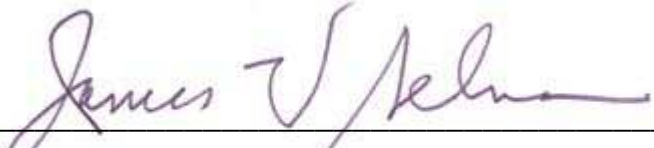
**RETENTION OF JURISDICTION**

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

The Court expressly declines to stay this Amended Final Judgment. The date for performance of any obligation under this Amended Final Judgment shall be determined as of the date of the Amended Final Judgment.

**IT IS SO ORDERED:**

**DATED:** July 24, 2020

  
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JAMES V. SELNA  
UNITED STATES DISTRICT JUDGE