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

Bureau of Consumer Financial
Protection, et al.,

Plaintiffs,

v.

Consumer Advocacy Center Inc., d/b/a
Premier Student Loan Center, et al.,

Defendants.

CASE NO. 8:19-cv-01998 MWF (KS)

**STIPULATED FINAL JUDGMENT
AND ORDER AS TO RELIEF
DEFENDANTS HOLD THE DOOR,
CORP. AND MICE AND MEN LLC**

Court: Hon. Michael W. Fitzgerald
Courtroom 5A

**STIPULATED FINAL JUDGMENT AND ORDER AS TO RELIEF
DEFENDANTS HOLD THE DOOR, CORP. AND MICE AND MEN LLC**

Plaintiffs the Bureau of Consumer Financial Protection (Bureau), the State of Minnesota, the State of North Carolina, and the People of the State of California (collectively, Plaintiffs) commenced this civil action on October 21, 2019, and filed an amended complaint on February 24, 2020 (Amended Complaint), to obtain permanent injunctive relief, damages, rescission or reformation of contracts,

1 refunds of moneys paid, restitution, disgorgement or compensation for unjust
2 enrichment, civil money penalties, and other monetary and equitable relief from:
3 (1) Defendants Consumer Advocacy Center Inc. d/b/a Premier Student Loan
4 Center; True Count Staffing Inc. d/b/a SL Account Management; Prime Consulting
5 LLC d/b/a Financial Preparation Services; TAS 2019 LLC d/b/a Trusted Account
6 Services; Horizon Consultants LLC; First Priority LLC d/b/a Priority Account
7 Management; Albert Kim; Kaine Wen; and Tuong Nguyen; and (2) Relief
8 Defendants Infinite Management Corp., f/k/a Infinite Management Solutions Inc.;
9 Hold the Door, Corp.; TN Accounting Inc.; Mice and Men LLC; Sarah Kim; 1st
10 Generation Holdings, LLC; and Anan Enterprise, Inc.

11 The Amended Complaint alleges violations of sections 1031(a) and 1036(a)
12 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531(a),
13 5536(a); the Telemarketing and Consumer Fraud and Abuse Prevention Act,
14 15 U.S.C. § 6102(c)(2) (Telemarketing Act), based on alleged violations of the
15 Telemarketing Sales Rule (TSR), 16 C.F.R. pt. 310; the Minnesota Prevention of
16 Consumer Fraud Act (MNCFA), Minn. Stat. §§ 325F.68-.694; the Minnesota
17 Uniform Deceptive Trade Practices Act (MNDTPA), Minn. Stat. §§ 325D.43-.48;
18 the North Carolina Debt Adjusting Act (NCDAA), N.C. Gen. Stat. § 14-423 *et*
19 *seq.*; the North Carolina Telephonic Seller Registration Act (NCTSRA), N.C. Gen.
20 Stat. § 66-260 *et seq.*; the North Carolina Unfair and Deceptive Practices Act
21 (NCUDPA), N.C. Gen. Stat. § 75-1.1; and the California Business and Professions
22 Code 17200 *et seq.* (the Unfair Competition Law or UCL) in connection with the
23 above-named defendants' marketing and sale of debt-relief services.

24 The (1) Plaintiffs and (2) Relief Defendants Hold the Door, Corp. and Mice
25 and Men LLC (Settling Relief Defendants) agree to entry of this Stipulated Final
26 Judgment and Order (Order), without adjudication of any issue of fact or law, to
27

1 settle and resolve all matters in dispute between them arising from the conduct
2 alleged in the Amended Complaint.

3 **THEREFORE, IT IS ORDERED:**

4 **FINDINGS**

5 1. This Court has jurisdiction over the parties and the subject matter of
6 this action.

7 2. Settling Relief Defendants neither admit nor deny the allegations in
8 the Amended Complaint, except as specifically stated herein. For purposes of this
9 Order, Settling Relief Defendants admit the facts necessary to establish the Court's
10 jurisdiction over them and the subject matter of this action.

11 3. Settling Relief Defendants waive all rights to seek judicial review or
12 otherwise challenge or contest the validity of this Order and any claim they may
13 have under the Equal Access to Justice Act, 28 U.S.C § 2412, concerning the
14 prosecution of this action to the date of this Order. Each Party agrees to bear its
15 own costs and expenses, including, without limitation, attorneys' fees.

16 4. Entry of this Order is in the public interest.

17 **DEFINITIONS**

18 The following definitions apply to this Order:

19 5. "Affected Consumers" includes any consumer who paid Defendants
20 or their officers, agents, servants, employees, or attorneys for any Debt-Relief
21 Service from November 2, 2015, to October 23, 2019.

22 6. "Assets" means any legal or equitable interest in, right to, or claim to
23 any real, personal, or intellectual property owned or controlled by, or held, in
24 whole or in part for the benefit of, or subject to access by any Defendant, wherever
25 located, whether in the United States or abroad. This includes, but is not limited to,
26 chattel, goods, instruments, equipment, fixtures, general intangibles, effects,

1 leaseholds, contracts, mail or other deliverables, shares of stock, commodities,
2 futures, inventory, checks, notes, accounts, credits, receivables (as those terms are
3 defined in the Uniform Commercial Code), funds, cash, and trusts.

4 7. “Bureau” means the Bureau of Consumer Financial Protection.

5 8. “Defendants” means Corporate Defendants and Individual
6 Defendants, individually, collectively, or in any combination, and each of them by
7 whatever names each might be known;

8 a. “Corporate Defendants” means Consumer Advocacy Center
9 Inc., True Count Staffing Inc., Prime Consulting LLC, TAS 2019
10 LLC, Horizon Consultants LLC, and First Priority LLC, collectively,
11 or in any combination, and their successors and assigns, and each of
12 them by any other names by which they might be known, including
13 South Coast Financial Center, Direct Account Services, Financial
14 Loan Advisors, Account Preparation Services, Administrative
15 Financial, Tangible Savings Solutions, Coastal Shores Financial
16 Group, First Choice Financial Centre (a/k/a First Choice Financial
17 Center), Administrative Account Services, Primary Account
18 Solutions, Prime Document Services, Financial Accounting Center,
19 Doc Management Solutions, First Priority LLC, ALW Loans,
20 Administrative Accounting Center, Best Choice Financial Center,
21 First Document Services, Global Direct Accounting Solutions,
22 Keystone Document Center, Pacific Palm Financial Group, Pacific
23 Shores Advisory, Sequoia Account Management, Signature Loan
24 Solutions, Yellowstone Account Services, ClearStudentLoanDebt,
25 Clear Student Loan Debt, Trusted Account Services, Premier Student
26 Loan Center, and Priority Account Management;

1 b. “Individual Defendants” means Albert Kim, a/k/a Albert King;
2 Kaine Wen, a/k/a Wenting Kaine Dai, Wen-Ting Dai, Wen Ting Dai,
3 Kaine Dai, and Kaine Wen Dai; and Tuong Nguyen, a/k/a Tom
4 Nelson, collectively, or in any combination, and each of them by any
5 other names by which they might be known;

6 c. “Receivership Defendants” means True Count Staffing Inc.,
7 Prime Consulting LLC, TAS 2019 LLC, Horizon Consultants LLC,
8 and First Priority LLC, collectively, or in any combination, and their
9 successors and assigns;

10 d. “Relief Defendants” means:

11 i. Infinite Management Corp., f/k/a Infinite Management
12 Solutions Inc.; Hold the Door, Corp.; TN Accounting Inc.; Mice
13 and Men LLC; 1st Generation Holdings, LLC; and Anan
14 Enterprise, Inc., collectively, or in any combination, and their
15 successors and assigns, and each of them by any other names by
16 which they might be known; and

17 ii. Sarah Kim, and any other names by which she might be
18 known.

19 e. “Settling Relief Defendants” means Hold the Door, Corp. and
20 Mice and Men LLC, and their successors and assigns, and each of
21 them by any other names by which they might be known.

22 9. “Debt-Relief Service” means any program or service represented,
23 directly or by implication, to renegotiate, settle, or in any way alter the terms of
24 payment or other terms of the debt between a consumer and one or more unsecured
25 creditors or debt collectors, including but not limited to, a reduction in the balance,
26 interest rate, or fees owed by a consumer to an unsecured creditor or debt collector.

1 a. Settling Relief Defendant Hold the Door, Corp. shall be jointly
2 and severally liable for the amount of \$1,638,687, such amount being
3 for the purpose of providing redress to Affected Consumers; and

4 b. Settling Relief Defendant Mice and Men LLC shall be jointly
5 and severally liable for the amount of \$5,041,069, such amount being
6 for the purpose of providing redress to Affected Consumers.

7 18. However, full payment of each Settling Relief Defendant's portion of
8 this judgment set forth in Paragraph 17 will be suspended, based on each Settling
9 Relief Defendant's inability to pay, upon each Settling Relief Defendant's
10 satisfaction of the obligations in Paragraphs 19-22 of this Section, Paragraph 33 of
11 Section III, and subject to Section II of this Order.

12 19. Settling Relief Defendants hereby grant to the Bureau all rights and
13 claims they have to all Assets subject to the asset freeze imposed by the
14 Preliminary Injunction entered on November 15, 2019 (ECF 103), and all Assets
15 identified in Attachment A and Attachment B. Within 10 business days from
16 receipt of a copy of this Order by any means, including but not limited to via
17 facsimile or email, the financial institutions identified in Attachment A shall
18 transfer to the Bureau or its designated agent all funds held in the accounts listed in
19 Attachment A by wire transfer to the Bureau or the Bureau's agent according to the
20 Bureau's wiring instructions.

21 20. To the extent they have not already done so, Settling Relief
22 Defendants are ordered to transfer and relinquish to the Receiver, or to its
23 designated agent, possession, custody, and control of the following Assets within 7
24 days of entry of this Order, unless otherwise stated: dominion and all legal and
25 equitable right, title, and interest in, as well as any accounts receivable from, the
26 following entities: Settling Relief Defendants, including their successors, assigns,
27

1 affiliates, or subsidiaries, and each of them by whatever names each might be
2 known.

3 21. Settling Relief Defendants shall cooperate fully with the Receiver and
4 shall execute any instrument or document presented by the Receiver, and take any
5 other actions the Receiver deems necessary or appropriate to effect the transfers
6 required by Paragraph 20. All property set forth in Paragraph 20 shall constitute
7 Assets of the receivership estate.

8 22. Settling Relief Defendants hereby grant to the Bureau all rights and
9 claims they have to any Assets not subject to Paragraph 19 that are currently in the
10 possession, custody, or control of the Receiver, including but not limited to any
11 such Assets identified in Paragraph 20, and shall forfeit any rights and claims to
12 the funds in the receivership estate, including but not limited to: all funds held,
13 obtained, or to be obtained by the Receiver since the inception of the receivership
14 whether through this Order or otherwise.

15 23. The suspension of the monetary judgment in Paragraph 18 shall not
16 affect the Receiver's ability to pursue recovery of funds from any third parties,
17 including family members of Defendants, to satisfy all or a portion of the full
18 monetary judgment entered in Paragraph 17. Settling Relief Defendants shall
19 remain jointly and severally liable for full payment of this judgment to the extent
20 that funds to satisfy all or a portion of this judgment are able to be recovered from
21 third parties by the Receiver acting on behalf of the Receivership Defendants.

22 24. With regard to any redress that Settling Relief Defendants pay under
23 this Section, if Settling Relief Defendants receive, directly or indirectly, any
24 reimbursement or indemnification from any source, including but not limited to
25 payment made under any insurance policy, or if Settling Relief Defendants secure
26 a tax deduction or tax credit with regard to any federal, state, or local tax, Settling
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1 Relief Defendants must: (a) immediately notify the Enforcement Director and
2 States in writing, and (b) within 10 days of receiving the funds or monetary
3 benefit, Settling Relief Defendants must transfer the full amount of such funds or
4 monetary benefit (Additional Payment) to the Bureau or to the Bureau's agent
5 according to the Bureau's wiring instructions. After the Bureau receives the
6 Additional Payment, the amount of the suspended judgment referenced in
7 Paragraph 18 will be reduced by the amount of the Additional Payment and the
8 Additional Payment will be applied toward satisfaction of the monetary judgment
9 entered in Paragraph 17.

10 25. Any funds received by the Bureau in satisfaction of this judgment will
11 be deposited into a fund or funds administered by the Bureau or to the Bureau's
12 agent according to applicable statutes and regulations to be used for redress for
13 Affected Consumers, including but not limited to refund of moneys, restitution,
14 damages or other monetary relief, and for any attendant expenses for the
15 administration of any such redress.

16 26. If the Bureau determines, in its sole discretion, that providing redress
17 to consumers is wholly or partially impracticable or if funds remain after the
18 administration of redress is completed, the Bureau will deposit any remaining
19 funds in the U.S. Treasury as disgorgement. Settling Relief Defendants will have
20 no right to challenge the Bureau's choice of remedies under this Section, and will
21 have no right to contest the manner of distribution chosen by the Bureau.

22 27. Payment of redress to any Affected Consumer under this Order may
23 not be conditioned on that Affected Consumer waiving any right.
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II

**Misrepresentation or Omission Regarding Financial Condition or Non-
Compliance with Order to Pay Redress**

It is FURTHER ORDERED that:

28. The suspension of the monetary judgment entered in Section I of this Order is expressly premised on the truthfulness, accuracy, and completeness of Settling Relief Defendants’ sworn financial statements and supporting documents, which each Settling Relief Defendant asserts are truthful, accurate, and complete, and which include:

a. Financial Statement of Hold the Door, Corp., including all attachments, signed on November 1, 2019, and submitted to the Bureau on or about November 4, 2019, and supplemented on December 5, 2019, and August 20, 2020; and

b. Financial Statement of Mice and Men LLC, including all attachments, signed on June 22, 2020, and submitted to the Bureau on or about June 25, 2020.

29. If upon motion by any Plaintiff, the Court determines that any Settling Relief Defendant has failed to disclose any material Asset or that any of their financial statements contain any material misrepresentation or omission, including materially misstating the value of any Asset, the Court shall terminate the suspension of the monetary judgment for that Settling Relief Defendant entered in Section I and without further adjudication, shall reinstate the judgment entered in Section I of this Order and the full judgment set forth in that Section with respect to that Settling Relief Defendant shall be immediately due and payable, less any amounts paid to the Bureau under Section I of this Order by that Settling Relief Defendant.

1 any bankruptcy case.

2 35. The facts alleged in the Amended Complaint establish all elements
3 necessary to sustain an action by the Plaintiffs under section 523(a)(2)(A) of the
4 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and for such purposes this Order will
5 have collateral estoppel effect against each Settling Relief Defendant, even in such
6 Defendant's capacity as debtor-in-possession.

7 36. Under 31 U.S.C. § 7701, Settling Relief Defendants, unless they
8 already have done so, must furnish to Plaintiffs any taxpayer-identifying numbers
9 associated with them or their Assets, which may be used for purposes of collecting
10 and reporting on any delinquent amount arising out of this Order.

11 37. Within 30 days of the entry of a final judgment, order, or settlement in
12 a Related Consumer Action, Settling Relief Defendants must notify the
13 Enforcement Director of the final judgment, order, or settlement in writing. That
14 notification must indicate the amount of redress, if any, that the Settling Relief
15 Defendant paid or is required to pay to consumers and describe the consumers or
16 classes of consumers to whom that redress has been or will be paid.

17 IV

18 Lifting of Asset Freeze

19 **It is FURTHER ORDERED that:**

20 38. The freeze on the Assets of Settling Relief Defendants is modified to
21 permit the payments and other transfers of Assets identified in Sections I and III of
22 this Order. Upon completion of all payments and other obligations identified in
23 Sections I and III of this Order, the freeze of the Settling Relief Defendants' Assets
24 pursuant to the Preliminary Injunction entered on November 15, 2019 (ECF 103),
25 shall be dissolved.

1 **COMPLIANCE PROVISIONS**

2 **V**

3 **Notices**

4 **It is FURTHER ORDERED that:**

5 39. Unless otherwise directed in writing by the Bureau, Settling Relief
6 Defendants must provide all submissions, requests, communications, or other
7 documents relating to this Order in writing, with the subject line, “*CFPB, et al., v.*
8 *CAC, et al.*, Case No. 8:19-cv-01998-MWF-KS” and send them by overnight
9 courier or first-class mail to the below address and contemporaneously by email to
10 Enforcement_Compliance@cfpb.gov:

11 Assistant Director for Enforcement
12 Bureau of Consumer Financial Protection
13 ATTENTION: Office of Enforcement
14 1700 G Street, N.W.
15 Washington, D.C. 20552

16 40. Unless otherwise directed by a representative of the State of
17 Minnesota in writing, all submissions to the State of Minnesota pursuant to this
18 Order must be sent by overnight courier or first-class mail to the below address and
19 contemporaneously by email to evan.romanoff@ag.state.mn.us:

20 Evan Romanoff, Assistant Attorney General
21 Office of the Minnesota Attorney General
22 445 Minnesota Street, Suite 1200
23 St. Paul, Minnesota 55101

24 41. Unless otherwise directed by a representative of the State of North
25 Carolina in writing, all submissions to the State of North Carolina pursuant to this
26

1 Order must be sent by overnight courier or first-class mail to the below address and
2 contemporaneously by email to lweaver@ncdoj.gov:

3 M. Lynne Weaver, Special Deputy Attorney General
4 North Carolina Department of Justice
5 114 W. Edenton Street
6 Raleigh, North Carolina 27603

7 42. Unless otherwise directed by the State of California in writing, all
8 submissions to the State of California pursuant to this Order must be sent by
9 overnight courier or first-class mail to the below address and contemporaneously
10 by email to christina.tusan@lacity.org:

11 Christina Tusan
12 Supervising Deputy City Attorney
13 Los Angeles City Attorney's Office
14 200 N. Main Street, 5th Floor
15 Los Angeles, CA 90012

16 43. The Enforcement Director may, in his or her discretion, modify any
17 non-material requirements of this Order (e.g., reasonable extensions of time and
18 changes to reporting requirements) if he or she determines good cause justifies the
19 modification. Any such modification by the Enforcement Director must be in
20 writing.

21 VI

22 Cooperation with Plaintiffs

23 **It is FURTHER ORDERED that:**

24 44. Settling Relief Defendants must cooperate fully to help Plaintiffs
25 determine the identity, location, and contact information of any Defendant and any
26 Person who might have contact information for any Defendant. Settling Relief

1 Defendants must provide such information in their or their agents' possession or
2 control within 14 days of receiving a written request from any Plaintiff.

3 45. Settling Relief Defendants must cooperate fully to help Plaintiffs
4 determine the identity and location of, and the amount of injury sustained by, each
5 Affected Consumer. Settling Relief Defendants must provide such information in
6 their or their agents' possession or control within 14 days of receiving a written
7 request from any Plaintiff.

8 VII

9 Compliance Monitoring

10 **It is FURTHER ORDERED that**, to monitor Settling Relief Defendants'
11 compliance with this Order, including the financial representations upon which
12 part of the judgment was suspended:

13 46. Within 14 days of receipt of a written request from any Plaintiff, each
14 Settling Relief Defendant must submit additional Compliance Reports or other
15 requested information, which must be made under penalty of perjury; provide
16 sworn testimony; or produce documents.

17 47. For purposes of this Section, Plaintiffs may communicate directly
18 with each Settling Relief Defendant, unless the Settling Relief Defendant retains
19 counsel related to these communications.

20 48. Each Settling Relief Defendant must permit Plaintiffs' representatives
21 to interview any employee or other Person affiliated with the Settling Relief
22 Defendant who has agreed to such an interview. The Person interviewed may have
23 counsel present. Nothing in this Order will limit the Bureau's lawful use of civil
24 investigative demands under 12 C.F.R. § 1080.6 or any Plaintiff's use of other
25 compulsory process.

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1 **VIII**

2 **Receivership**

3 **It is FURTHER ORDERED that:**

4 49. The receivership imposed by this Court shall continue in the manner
5 set forth in the Preliminary Injunction issued on November 15, 2019 (ECF 103), as
6 to all Defendants and Relief Defendants, except as modified by this Section and
7 Section IV, and the Receiver shall continue to have the full powers of an equity
8 receiver, as an agent of the Court, pursuant to Sections XIV and XV of the
9 Preliminary Injunction, which shall remain in effect until further order of the
10 Court.

11 50. The Receiver shall promptly take all steps necessary to liquidate any
12 of Settling Relief Defendants' Assets transferred under Paragraph 20 using any
13 commercially reasonable means, including auction and/or private sale, and all such
14 sales shall be deemed authorized and approved under 28 U.S.C. § 2004 without
15 further notice, hearing, or court order. After such liquidation, the Receiver shall
16 remit the net proceeds to the Bureau or its designated representative as payment
17 toward the monetary judgments entered against Settling Relief Defendants within
18 21 days of each such sale or liquidation.

19 51. The Receiver and his representatives shall continue to be entitled to
20 reasonable compensation for the performance of their duties pursuant to this Order
21 from the Assets of the Receivership Defendants. The Receiver and his
22 representatives shall not increase their hourly rates without prior approval of the
23 Court.

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1 **IX**

2 **Retention of Jurisdiction**

3 **It is FURTHER ORDERED that:**

4 52. The Court will retain jurisdiction of this matter for the purpose of
5 enforcing this Order.

6 It is **SO ORDERED**, this eighth day of September, 2020.

7 
8 _____
9 M
10 United States District Judge

ATTACHMENT A

List of Assets Transferred Pursuant to Paragraph 19 of the Order

Any and all Assets at the following financial institutions and in the following accounts:

1. UBS Financial Services Inc.:
 - a. account number ending in 5783 in the name of Mice and Men, LLC;
and
2. Wells Fargo Bank, N.A.:
 - a. account number ending in 7284 in the name of Hold the Door Corp.

ATTACHMENT B

Relief Defendant Hold the Door, Corp. grants to the Bureau all rights and claims it has to the following Assets pursuant to Paragraph 19 of the Order:

1. The following vehicle:
 - a. 2017 Lexus GS-F, white, VIN ending in 2471, owned by Hold the Door, Corp. and Defendant Kaine Wen, and registered to Judy Dai.

2. The following Assets:
 - a. All Assets identified at item no. 23 on the **Financial Statement of Hold the Door, Corp.**, including all attachments, signed on November 1, 2019, and submitted to the Bureau on or about November 4, 2019, and supplemented on December 5, 2019, and August 20, 2020, including but not limited to the following items:
 - i. Audemars Piguet Royal Oak Offshore watch in black (\$28,500 acquisition cost), owned by Hold the Door, Corp. and Defendant Kaine Wen;
 - ii. Audemars Piguet Royal Oak Offshore watch in white (\$58,000 acquisition cost), owned by Hold the Door, Corp. and Defendant Kaine Wen;
 - iii. 3.584 carats round brilliant diamond AGS 104098736001 (\$240,000 acquisition cost), owned by Hold the Door, Corp. and Defendant Kaine Wen;
 - iv. Three Maurits Cornelis Escher prints (acquisition value of about \$32,500, \$32,500, and \$39,500, respectively), owned by Hold the Door, Corp. and Defendant Kaine Wen; and
 - v. All furniture, electronics, and artwork owned by Hold the Door, Corp. and Defendant Kaine Wen.