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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

HOPE FOR CAR OWNERS, LLC, et al.,

Defendants.

Case No. 2:12-cv-00778-GEB-EFB

**DEFAULT JUDGMENT AND
ORDER FOR PERMANENT
INJUNCTION AS TO DEFENDANT
HOPE FOR CAR OWNERS, LLC**

Plaintiff Federal Trade Commission (“FTC”) commenced this civil action on March 27, 2012, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), to obtain preliminary and permanent injunctive and other equitable relief for Defendants’ alleged violations of Section 5 of the FTC Act, 15 U.S.C. § 45, in connection with the marketing and sale of motor vehicle loan assistance relief services. *See* Dkt. No. 1. On April 4, 2012, the Court issued a Temporary Restraining Order. *See* Dkt. No. 17. On April 16, 2012, this action was referred to the Magistrate Judge pursuant to Local Rule 302(c)(21). *See* Dkt. No. 22 at 11; *see also* 28 U.S.C. § 636(c). On June 7, 2012, the Magistrate Judge recommended that a preliminary injunction be entered against Hope for Car Owners, LLC (“Hope for Car Owners”). *See* Dkt. No. 29. On July 21, 2012, the Court adopted the Magistrate Judge’s findings and recommendation and granted the FTC’s motion for preliminary injunction. *See* Dkt. No. 30.

Defendant Hope for Car Owners failed to file an answer or otherwise defend this action, and the Clerk entered default against Hope for Car Owners on June 5, 2012. *See* Dkt. No. 28. The FTC and defendant Patrick Freeman stipulated to the entry of a final order, which order was entered by the Court on November 30, 2012. *See* Dkt. No. 40. The FTC now

1 having filed its Motion for Entry of Default Judgment and Order for Permanent Injunction and
2 Other Equitable Relief Against the remaining defendant, Hope for Car Owners, LLC, and the
3 Court having considered the FTC's Motion, and supporting exhibits, and the entire record in
4 this matter, the FTC's Motion is hereby granted, and **IT IS HEREBY ORDERED,**
5 **ADJUDGED, AND DECREED** as follows:

6 **FINDINGS**

- 7 1. This is an action by the FTC instituted under Section 13(b) of the FTC Act, 15 U.S.C.
8 § 53(b). The Complaint seeks both permanent injunctive relief and equitable monetary
9 relief for Hope for Car Owners' deceptive acts or practices as alleged therein.
- 10 2. This Court has jurisdiction over the subject matter of this case and has jurisdiction
11 over Hope for Car Owners pursuant to 15 U.S.C. §§ 45(a) and 53(b), and 28 U.S.C. §§
12 1331, 1337(a) and 1345.
- 13 3. Venue is proper in this District under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and
14 (c).
- 15 4. The Complaint states a claim upon which relief may be granted against Hope for Car
16 Owners under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).
- 17 5. Hope for Car Owners has been properly served with the Summons and Complaint, as
18 required by Federal Rule of Civil Procedure 4.
- 19 6. Hope for Car Owners has failed to Answer or otherwise defend this action. The Clerk
20 of the Court properly entered defaults against Hope for Car Owners on June 5, 2012.
- 21 7. Because of Hope for Car Owners' default, the allegations in the Complaint filed in this
22 action are taken as true.
- 23 8. The FTC is an independent agency of the United States Government created by statute.
24 15 U.S.C. §§ 41 *et seq.* The FTC is charged, *inter alia*, with enforcement of Section
25 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or
26 practices in or affecting commerce. The FTC is authorized to initiate federal district
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1 court proceedings, by its own attorneys, to enjoin violations of the FTC Act, and to
2 secure such equitable relief as may be appropriate in each case, including
3 disgorgement. 15 U.S.C. § 53(b).

4 9. The activities of Hope for Car Owners, as alleged in the Complaint, are in or affecting
5 commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

6 10. As alleged in Count I of the Complaint, Hope for Car Owners, in connection with the
7 advertising, marketing promotion, offering for sale, or sale of vehicle loan assistance
8 relief services, has represented, directly or indirectly, expressly or by implication, that
9 it generally will obtain for consumers a renegotiation, settlement, modification, or
10 other alteration of the terms of consumers' vehicle loans that will make consumers'
11 vehicle loan payments substantially more affordable. This material representation was
12 false or was not substantiated at the time the representation was made. Therefore,
13 Hope for Car Owners' representation is false and misleading and constitutes a
14 deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

15 11. As alleged in Count II of the Complaint, Hope for Car Owners, in connection with the
16 advertising, marketing promotion, offering for sale, or sale of vehicle loan assistance
17 relief services, has represented, expressly or by implication, that it will give refunds to
18 consumers if it fails to obtain for consumers a renegotiation, settlement, modification,
19 or other alteration of the terms of consumers' vehicle loans that will make consumers'
20 vehicle loan payments substantially more affordable. In numerous instances, Hope for
21 Car Owners did not give refunds to consumers when it failed to obtain for consumers a
22 renegotiation, settlement, modification, or other alteration of the terms of consumers'
23 vehicle loans that will make consumers' vehicle loan payments substantially more
24 affordable. Therefore, Hope for Car Owners' representation is false and misleading
25 and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
26 15 U.S.C. § 45(a).

- 1 12. Hope for Car Owners has caused consumer injury in the amount of \$362,388.
- 2 13. The Court finds that, absent a permanent injunction, Hope for Car Owners is likely to
- 3 continue to engage in the activities alleged in the Complaint.
- 4 14. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to issue
- 5 injunctive and other relief against violations of the FTC Act and, in the exercise of its
- 6 equitable jurisdiction, to order restitution and the disgorgement of profits resulting
- 7 from Hope for Car Owners’ unlawful acts or practices, and issue other ancillary
- 8 equitable relief.
- 9 15. This Court is persuaded that the danger of future violations by Hope for Car Owners
- 10 justifies the issuance of injunctive relief. Specifically, it is proper in this case to issue
- 11 a permanent injunction that: (a) permanently bans Hope for Car Owners from
- 12 marketing or selling assistance relief products or services for secured or unsecured
- 13 loans or assisting others who do; (b) prohibits Hope for Car Owners from
- 14 misrepresenting any fact material to a consumer’s decision to purchase financial
- 15 related products or services or other products or services; and (c) provides such other
- 16 ancillary relief as is necessary to assist the FTC and the Court in monitoring Hope for
- 17 Car Owners’ compliance with such a permanent injunction.
- 18 16. It is proper in this case to enter an equitable monetary judgment against Hope for Car
- 19 Owners for its violations of Section 5 of the FTC Act. The FTC is entitled to
- 20 judgment against Hope for Car Owners in the amount of \$362,388, the injury caused to
- 21 consumers by it, even though this amount may exceed its unjust enrichment.
- 22 17. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that
- 23 may be provided by law.
- 24

25 **DEFINITIONS**

- 26 1. “**Assisting others**” includes, but is not limited to, providing any of the following
- 27 goods or services to another person:

- 1 A. performing customer service functions, including, but not limited to, receiving
2 or responding to consumer complaints;
- 3 B. formulating or providing, or arranging for the formulation or provision of, any
4 telephone sales script or any other marketing material, including but not limited
5 to, the text of any Internet website, email, or other electronic communication;
- 6 C. providing names of, or assisting in the generation of, potential customers;
- 7 D. performing marketing services of any kind; or
- 8 E. acting or serving as an owner, officer, director, manager, or principal of any
9 entity.
- 10 2. **“Competent and reliable evidence”** means tests, analyses, research, studies, or other
11 evidence based on the expertise of professionals in the relevant area, that has been
12 conducted and evaluated in an objective manner by persons qualified to do so, using
13 procedures generally accepted in the profession to yield accurate and reliable results.
- 14 3. **“Customer”** means any person who has paid, or may be required to pay, for products,
15 services, plans, or programs offered for sale or sold by any other person.
- 16 4. **“Defaulting Defendant”** means Hope for Car Owners, LLC and its successors and
17 assigns.
- 18 5. **“Document”** is equal in scope and synonymous in meaning to the usage of the term in
19 Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts,
20 photographs, audio and video recordings, computer records, and any other data
21 compilations from which information can be obtained. A draft or non-identical copy is
22 a separate document within the meaning of the term.
- 23 6. **“Financial related product or service”** means any product, service, plan, or program
24 represented, expressly or by implication, to:
- 25 A. provide any consumer, arrange for any consumer to receive, or assist any
26 consumer in receiving, credit, debit, or stored value cards;
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1 B. improve, or arrange to improve, any consumer’s credit record, credit history, or
2 credit rating;

3 C. provide advice or assistance to any consumer with regard to any activity or
4 service the purpose of which is to improve a consumer’s credit record, credit
5 history, or credit rating; or

6 D. provide any consumer, arrange for any consumer to receive, or assist any
7 consumer in receiving, a loan or other extension of credit.

8 7. **“Motor vehicle”** means (a) any self-propelled vehicle designed for transporting
9 persons or property on a street, highway, or other road; (b) recreational boats and
10 marine equipment; (c) motorcycles; (d) motor homes, recreational vehicle trailers, and
11 slide-in campers; and (e) other vehicles that are titled and sold through dealers.

12 8. **“Motor vehicle loan”** means any loan secured by title to a motor vehicle or otherwise
13 secured by the motor vehicle as collateral.

14 9. **“Motor vehicle loan assistance relief product or service”** means any product,
15 service, plan, or program, offered or provided to the consumer in exchange for
16 consideration, that is represented, expressly or by implication, to assist or attempt to
17 assist the consumer with any of the following:

18 A. stopping, preventing, or postponing any repossession of the consumer’s motor
19 vehicle, or otherwise saving the consumer’s motor vehicle from repossession;

20 B. negotiating, obtaining, or arranging a modification of any term of a motor
21 vehicle loan, including a reduction in the amount of interest, principal balance,
22 monthly payments, or fees;

23 C. obtaining any forbearance or modification in the timing of payments from any
24 motor vehicle loan holder or servicer on any motor vehicle loan;

25 D. negotiating, obtaining, or arranging any extension of the period of time within
26 which the consumer may (i) cure his or her default on a motor vehicle loan, (ii)
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1 B. Assisting others engaged in advertising, marketing, promoting, offering for
2 sale, or selling any motor vehicle loan assistance relief product or service or
3 any product, service, plan, or program represented, expressly or by implication,
4 to renegotiate, settle, or in any way alter the terms of payment or other terms of
5 the debt or obligation, between a person and one or more secured or unsecured
6 creditors or debt collectors, including but not limited to, a reduction in the
7 balance, interest rate, or fees owed by a person to a secured or unsecured
8 creditor or debt collector.

9 **PROHIBITED MISREPRESENTATIONS RELATING TO FINANCIAL RELATED**
10 **PRODUCTS OR SERVICES**

11 **II. IT IS FURTHER ORDERED** that the Defaulting Defendant and its officers, agents,
12 servants, employees, and attorneys, and those persons or entities in active concert or
13 participation with any of them who receive actual notice of this Order by personal
14 service, facsimile transmission, email, or otherwise, whether acting directly or through
15 any corporation, subsidiary, division, or other device, in connection with the
16 advertising, marketing, promotion, offering for sale or sale of any financial related
17 product or service, are hereby permanently restrained and enjoined from:

18 A. Misrepresenting or assisting others in misrepresenting, expressly or by
19 implication, any material fact, including but not limited to:

- 20 1. The terms or rates that are available for any loan or other extension of
21 credit, including but not limited to:
 - 22 a. closing costs or other fees;
 - 23 b. the payment schedule, the monthly payment amount(s), or other
24 payment terms, or whether there is a balloon payment; interest
25 rate(s), annual percentage rate(s), or finance charge; the loan
26 amount, the amount of credit, the draw amount, or outstanding
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balance; the loan term, the draw period, or maturity; or any other term of credit;

- c. the savings associated with the credit;
- d. the amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third parties;
- e. whether the payment of the minimum amount specified each month covers both interest and principal, and whether the credit has or can result in negative amortization;
- f. that the credit does not have a prepayment penalty or that no prepayment penalty and/or other fees or costs will be incurred if the consumer subsequently refinances; and
- g. that the interest rate(s) or annual percentage rate(s) are fixed rather than adjustable or adjustable rather than fixed;

- 2. Any person’s ability to improve or otherwise affect a consumer’s credit record, credit history, or credit rating or ability to obtain credit;
- 3. That any person can improve any consumer’s credit record, credit history, or credit rating by permanently removing negative information from the consumer’s credit record, credit history, or credit rating, even where such information is accurate and not obsolete; and
- 4. That a consumer will receive legal representation;

B. Advertising or assisting others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender.

1 product, service, plan, or program under the circumstances depicted in the
2 advertisement;

3 G. The total costs to purchase, receive, or use, or the quantity of, the product,
4 service, plan, or program;

5 H. Any material restriction, limitation, or condition on purchasing, receiving, or
6 using the product, service, plan, or program; or

7 I. Any material aspect of the performance, efficacy, nature, or characteristics of
8 the product, service, plan, or program.

9 **SUBSTANTIATION FOR BENEFIT, PERFORMANCE, AND EFFICACY CLAIMS**

10 **IV. IT IS FURTHER ORDERED** that the Defaulting Defendant and its officers, agents,
11 servants, employees, and attorneys, and those persons or entities in active concert or
12 participation with any of them who receive actual notice of this Order by personal
13 service, facsimile transmission, email, or otherwise, whether acting directly or through
14 any corporation, subsidiary, division, or other device, in connection with the
15 advertising, marketing, promotion, offering for sale, or sale of any product or service
16 are hereby permanently restrained and enjoined from making any representation or
17 assisting others in making any representation, expressly or by implication, about the
18 benefits, performance, or efficacy of such product or service, unless at the time such
19 representation is made, the Defaulting Defendant possesses and relies upon competent
20 and reliable evidence that substantiates that the representation is true.

21 **PROHIBITION ON DISCLOSING CUSTOMER INFORMATION**

22 **V. IT IS FURTHER ORDERED** that the Defaulting Defendant and its officers, agents,
23 servants, employees, and attorneys, and those persons or entities in active concert or
24 participation with any of them who receive actual notice of this Order by personal
25 service, facsimile transmission, email, or otherwise, whether acting directly or through
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1 any corporation, subsidiary, division, or other device, are permanently restrained and
2 enjoined from:

- 3 A. disclosing, using, or benefitting from customer information, including the
4 name, address, telephone number, email address, social security number, other
5 identifying information, or any data that enables access to a customer's account
6 (including a credit card, bank account, or other financial account) of any person
7 that any Defendant obtained prior to entry of this Order in connection with the
8 advertising, marketing, promotion, offering for sale or sale of any motor
9 vehicle loan assistance relief product or service, and
- 10 B. failing to dispose of such customer information in all forms in his possession,
11 custody, or control within thirty (30) days after entry of this Order. Disposal
12 shall be by means that protect against unauthorized access to the customer
13 information, such as by burning, pulverizing, or shredding any papers, and by
14 erasing or destroying any electronic media, to ensure that the customer
15 information cannot practicably be read or reconstructed.

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

20 **MONETARY JUDGMENT**

21 **VI. IT IS FURTHER ORDERED** that:

- 22 A. Judgment is hereby entered against the Defaulting Defendant in the amount of
23 THREE HUNDRED SIXTY TWO THOUSAND, THREE HUNDRED AND
24 EIGHTY EIGHT DOLLARS (\$362,388), less the sum of any amounts paid to
25 the FTC pursuant to judgments in this action relating to other Defendants, with
26 post-judgment interest at the legal rate. The monetary judgment set forth in
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1 this Section VI is enforceable against any asset owned by, on behalf of, for the
2 benefit of, or in trust by or for, the Defaulting Defendant.

3 B. In order partially to satisfy the monetary judgment set forth in this Section VI,
4 Bank of America N.A. shall, within ten (10) business days from receipt of a
5 copy of this Order, transfer to the FTC or its designated agent all funds, if any,
6 held in account numbers xxxx2073, xxxx2092, and xxxx9643 in the name of
7 Hope for Car Owners, LLC.

8 C. In order partially to satisfy the monetary judgment set forth in this Section VI,
9 any financial or brokerage institution, escrow agent, title company, commodity
10 trading company, business entity, or person, whether located within the United
11 States or outside the United States, that holds, controls or maintains accounts or
12 assets of, on behalf of, or for the benefit of, the Defaulting Defendant shall turn
13 over such account or asset to the FTC or its designated agent within ten (10)
14 business days of receiving notice of this Order by any means, including but not
15 limited to via facsimile.

16 D. Any funds received by the FTC pursuant to this Section shall be deposited into
17 a fund administered by the FTC or its agent to be used for equitable relief,
18 including but not limited to consumer redress and any attendant expenses for
19 the administration of any redress funds. In the event that direct redress to
20 consumers is wholly or partially impracticable or funds remain after redress is
21 completed, the FTC may apply any remaining funds for such other equitable
22 relief, including but not limited to consumer information remedies, as the FTC
23 determines to be reasonably related to the practices alleged in the Complaint.
24 Any funds not used for such equitable relief shall be deposited to the U.S.
25 Treasury as equitable disgorgement. The Defaulting Defendant shall have no
26 right to challenge the FTC's choice of remedies or the manner of distribution.
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- 1 E. The Defaulting Defendant relinquishes all dominion, control, and title to the
2 funds paid to the fullest extent permitted by law. The Defaulting Defendant
3 shall make no claim to or demand for return of the funds, directly or indirectly,
4 through counsel or otherwise
- 5 F. The judgment entered pursuant to this Section is equitable monetary relief,
6 solely remedial and restitutionary in nature, and not a fine, penalty, punitive
7 assessment or forfeiture.
- 8 G. Upon request, the Defaulting Defendant is hereby required, in accordance with
9 31 U.S.C. § 7701, to furnish to the FTC its tax identification number, which
10 shall be used for purposes of collecting and reporting on any delinquent amount
11 arising out of this Order.
- 12 H. Pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C.
13 § 1681b(a)(1), any consumer reporting agency may furnish a consumer report
14 concerning the Defaulting Defendant to the FTC, which shall be used for
15 purposes of collecting and reporting on any delinquent amount arising out of
16 this Order.

17 **ORDER ACKNOWLEDGMENTS**

18 **VII. IT IS FURTHER ORDERED** that the Defaulting Defendant obtain
19 acknowledgments of receipt of this Order:

- 20 A. The Defaulting Defendant, within 7 days of entry of this Order, must submit to
21 the Commission an acknowledgment of receipt of this Order sworn under
22 penalty of perjury.
- 23 B. For 20 years after entry of this Order, the Defaulting Defendant, must deliver a
24 copy of this Order to: (1) all principals, officers, directors, and managers; (2)
25 all employees, agents, and representatives who participate in conduct related to
26 the subject matter of the Order; and (3) any business entity resulting from any
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1 change in structure as set forth in the Section titled Compliance Reporting.
2 Delivery must occur within 7 days of entry of this Order for current personnel.
3 To all others, delivery must occur before they assume their responsibilities.
4 C. From each individual or entity to which the Defaulting Defendant delivered a
5 copy of this Order, the Defaulting Defendant must obtain, within 30 days, a
6 signed and dated acknowledgment of receipt of this Order.

7 **COMPLIANCE REPORTING**

8 **VIII. IT IS FURTHER ORDERED** that the Defaulting Defendant make timely
9 submissions to the FTC:

- 10 A. One year after entry of this Order, the Defaulting Defendant must submit a
11 compliance report, sworn under penalty of perjury. The Defaulting Defendant
12 must: (a) designate at least one telephone number and an email, physical, and
13 postal address as points of contact, which representatives of the FTC may use
14 to communicate with the Defaulting Defendant; (b) identify all of the
15 Defaulting Defendant's businesses by all of their names, telephone numbers,
16 and physical, postal, email, and Internet addresses; (c) describe the activities of
17 each business, including the products and services offered, the means of
18 advertising, marketing, and sales, and the involvement of any other Defendant;
19 (d) describe in detail whether and how the Defaulting Defendant is in
20 compliance with each Section of this Order; and (e) provide a copy of each
21 Order Acknowledgment obtained pursuant to this Order, unless previously
22 submitted to the FTC.
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24 B. For 20 years following entry of this Order, the Defaulting Defendant must
25 submit a compliance notice, sworn under penalty of perjury, within 14 days of
26 any change in the following: (a) any designated point of contact; or (b) the
27 structure of the Defaulting Defendant or any entity that the Defaulting

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

- 5 C. The Defaulting Defendant must submit to the FTC notice of the filing of any
6 bankruptcy petition, insolvency proceeding, or any similar proceeding by or
7 against such Defendant within 14 days of its filing.
- 8 D. Any submission to the FTC required by this Order to be sworn under penalty of
9 perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as
10 by concluding: “I declare under penalty of perjury under the laws of the United
11 States of America that the foregoing is true and correct. Executed on: _____”
12 and supplying the date, signatory’s full name, title (if applicable), and
13 signature.
- 14 E. Unless otherwise directed by a FTC representative in writing, all submissions
15 to the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent
16 by overnight courier (not the U.S. Postal Service) to: Associate Director for
17 Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600
18 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must
19 begin: FTC v. Hope for Car Owners, Matter No. X120016.

20 **RECORDKEEPING**

21 **IX. IT IS FURTHER ORDERED** that the Defaulting Defendant must create certain
22 records for 20 years after entry of the Order, and retain each such record for 5 years.
23 Specifically, the Defaulting Defendant must maintain the following records:

- 24 A. Accounting records showing the revenues from all goods or services sold, all
25 costs incurred in generating those revenues, and the resulting net profit or loss;
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- 1 B. Personnel records showing, for each person providing services, whether as an
2 employee or otherwise, that person's: name, addresses, and telephone
3 numbers; job title or position; dates of service; and, if applicable, the reason for
4 termination;
- 5 C. Complaints and refund requests, whether received directly or indirectly, such as
6 through a third party, and any response;
- 7 D. All records necessary to demonstrate full compliance with each provision of
8 this Order, including all submissions to the FTC;and
- 9 E. A copy of each advertisement or other marketing material.

10 COMPLIANCE MONITORING

11 **X. IT IS FURTHER ORDERED** that, for the purpose of monitoring the Defaulting
12 Defendant's compliance with this Order, including any failure to transfer any assets as
13 required by this Order:

- 14 A. Within 14 days of receipt of a written request from a representative of the FTC,
15 the Defaulting Defendant must: submit additional compliance reports or other
16 requested information, which must be sworn under penalty of perjury; appear
17 for depositions; and produce documents, for inspection and copying. The FTC
18 is also authorized to obtain discovery, without further leave of court, using any
19 of the procedures prescribed by Federal Rules of Civil Procedure 29, 30
20 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- 21 B. For matters concerning this Order, the FTC is authorized to communicate
22 directly with the Defaulting Defendant. The Defaulting Defendant must permit
23 representatives of the FTC to interview any employee or other person affiliated
24 with the Defaulting Defendant who has agreed to such an interview. The
25 person interviewed may have counsel present.
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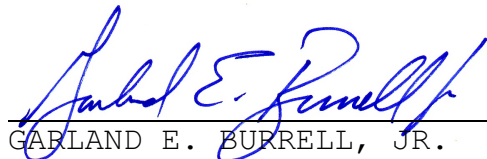
1 C. The FTC may use all other lawful means, including posing, through its
2 representatives, as consumers, suppliers, or other individuals or entities, to the
3 Defaulting Defendant or any individual or entity affiliated with the Defaulting
4 Defendant, without the necessity of identification or prior notice. Nothing in
5 this Order limits the FTC's lawful use of compulsory process, pursuant to
6 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

7 **RETENTION OF JURISDICTION**

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

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11 **IT IS SO ORDERED.**

12 Dated: February 21, 2013

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15 GARLAND E. BURRELL, JR.
16 Senior United States District Judge
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