

FILED

DISTRICT COURT

CLERK OF DISTRICT COURT

JUN - 5 2001

CENTRAL DISTRICT OF CALIFORNIA
BY *mm.* DEPUTY

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CENTRAL DISTRICT OF CALIFORNIA

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of the court's order and temporary receiver, and an appointment of temporary receiver, and an

be held in contempt

organization that performs credit repair service.

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business as any other entity, and their ac

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credit report where such information is accurate

2

and not obsolete;

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4. Inducing, encouraging, or requesting or assisting

or advising any consumer to induce, encourage, request, or assist

any creditor to report false or

request any creditor to report

credit capacity, to a credit reporting agency

8. Violating the Credit Repair Organization Act, 15

9. Making any statement or

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any statement or

display of the consumer's credit record,
history, or rating for the purpose of

and to provide accurate information that is
accurate and not obsolete.

Payment and the Customer

6. IGI at 40H+2

3. Prohibition on Demanding P

and records.

consumers' payment systems

and records. The consumer's payment systems

will be made available to the consumer

14. restrained and shipped from

except for any

15.

Defendants' Post-Order Conduct

Defendant Murkey has continued to conduct business in violation of the court's order and have failed to comply with the monitoring provisions of the Order.

Defendant has continued to offer credit repair service.

Murkey has continued to offer credit repair service on an advertisement.

Murkey has continued to offer credit repair service on an advertisement.

...all the CRCA in response to the
...show that consumers will be...
...receive the same solicitation and
...representations. See Share Dec. 7-8, Ex. 2
...to Issue ... Request from Customers and Failur

In the *North* case, two unperfected writs -
 of habeas corpus and a writ of habeas corpus -
 were issued. Under the *North* test, the Court may not issue a
 writ of habeas corpus if the writ is not a writ of habeas corpus.

to be complied with promptly.

1 | judgments of courts must

hearing in re Crystal Palace Gambling

20 | 1861 | 1865 | 19th Cir | 1987

21 | 1861 | 1865 | 19th Cir | 1987

22 | Plaintiff has provided sufficient evidence to m

12 | standard

23 | 1861 | 1865 | 19th Cir | 1987

24 | 1861 | 1865 | 19th Cir | 1987

14 | Defendants from advertising, promoting, and off

25 | 1861 | 1865 | 19th Cir | 1987

16 | entity. Plaintiff has presented evidence that Murkey has

Thus, Plaintiff is likely to be held liable for contempt for failing to show Murkey's liability for demanding payment from consumers. The court barred Defendant

8 Plaintiff's consumer declarations, and accompanying exhibits of
9 invoices, show that Murkey has continued to demand payment from
10 consumers who contracted with Murkey prior to March 4, 1998.

11 Plaintiff's evidence shows that both Murkey and Gill failed to

13 Plaintiff on their efforts to comply with this requirement.

15 showing that both Murkey and Gill are liable for contempt.

19 Jacobs Decl. ¶ 18.

18 Plaintiff

1 a temporary receiver. See SEC v. American Board of Trade

4 30-23-1987 Appointing temporary receiver

3 "where necessary to prevent the dissipation of a defen