



1 US FORECLOSURE RELIEF  
2 CORP., a corporation, also d/b/a U.S.  
3 Foreclosure Relief, Inc., Lighthouse  
4 Services, and California Foreclosure  
5 Specialists,

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H.E. SERVICING, INC., a  
E RELIEF

1 to entry of this Judgment without trial or adjudication of any issue of law or fact  
2 herein and have agreed that entry of the judgment in the docket by the Court will  
3 constitute notice to Defendants of the terms and conditions of the Judgment.  
4 Defendants waive service of the First Amended Complaint.

## 5 FINDINGS

6 By stipulation of the parties and being advised of the premises, the Court  
7 finds:

8 1. This is an action by the FTC, People of the State of California, and the  
9 State of Missouri instituted under Sections 5 and 13(b) of the FTC Act, 15 U.S.C. §§  
10 45 and 53(b); various provisions of the Telemarketing Sales Rule ("TSR"), 16 C.F.R.  
11 Part 310; §§ 17200 et seq. and 17500 et seq. of the California Business and  
12 Professions Code; and §§ 407.020 and 407.935 to 407.943 of the Missouri  
13 Merchandising Practices Act, §§ 407.020 and 407.935-407.943 Mo. Rev. Stat. The  
14 Amended Complaint seeks both permanent injunctive relief and consumer redress for  
15 Defendants' alleged deceptive acts or practices in connection with the marketing and  
16 sale of mortgage loan modification and foreclosure relief services.

17 2. Plaintiff FTC has the authority under Sections 13(b) and 19 of the FTC  
18 Act, 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud Abuse  
19 Prevention Act ("Telemarketing Act"),  
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1 4. Plaintiff the State of Missouri, by and through its Attorney General  
2 Chris Koster, has authority under Section 407.100 of the Missouri Merchandising  
3 Practices Act to seek the relief it has requested.

4 5. This Court has jurisdiction over the subject matter of this case and has  
5 jurisdiction over Defendants. Venue in the Central District of California is proper.

6 6. The activities of Defendants, alleged in the Complaint, are in or  
7 affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

8 7. The parties stipulate and agree to entry of this Judgment, without trial or  
9 final adjudication of any issue of fact or law, to settle and resolve all matters in  
10 dispute arising from the conduct alleged in the Complaint to the date of entry of this  
11 Judgment. This settlement does not settle or resolve any matters not alleged in the  
12 Complaint. Defendants do not admit any of the allegations set forth in the  
13 Complaint, other than the jurisdictional facts, merely by stipulating and agreeing to  
14 the entry of this Judgment.

15 8. Defendants waive all rights to seek judicial review or otherwise  
16 challenge or contest the validity of this Judgment. Defendants also waive any claim  
17 that they may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412,  
18 concerning the prosecution of this action on the date of this Judgment. Each settling  
19 party shall bear its own costs and attorneys fees.

20 9. Defendants waive any claim that they may hold against the Permanent  
21 Receiver, his employees, representatives, or agents.

22 10. This action and the relief awarded here  
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1 DEFINITIONS

2 For purposes of this Judgment, the following Definitions shall apply:

3 1. "Assets" means any legal or equitable interest in, right to, or claim to,  
4 any real or personal property, including, without limitation, chattels, goods,  
5 instruments, equipment, fixtures, ~~general~~ intangibles, leaseholds, mail or other  
6 deliveries, inventory, checks, notes, ~~accounts~~ credits, contracts, receivables, shares  
7 of stock, and all cash, wherever located.

8 2. "Assisting others" includes, but is not limited to, providing any of the  
9 following goods or services to another ~~person~~ person: (A) performing customer service  
10 functions, including, but not limited to, receiving or responding to consumer  
11 complaints; (B) formulating or ~~providing~~ providing, or arranging for the formulation or  
12 provision of, any telephone sales script ~~or~~ or other marketing material, including  
13 but not limited to, the text of any Internet website, email, or other electronic  
14 communication; (C) providing names of, ~~or~~ assisting in the generation of, potential  
15 customers; (D) performing marketing ~~sales~~ sales of any kind; (E) providing legal  
16 services; or (F) acting or serving as an ~~owner~~ officer, director, manager, or principal  
17 of any entity.

18 3. "Charitable contribution" means any donation or gift of money or any  
19 other thing of value.

20 4. "Credit" means the right granted by a creditor to a debtor to defer  
21 payment of debt or to ~~incur~~ incur debt and defer its payment.

22 5. "Debt relief good or service" means any good, service, plan, or  
23 program, including debt management ~~plans~~ plans, debt settlement, debt negotiation, and  
24 for-profit credit counseling, represented ~~expressly~~ expressly or by implication, to renegotiate,  
25 settle, or in any way alter the terms of ~~payment~~ payment or other terms of the debt between a  
26 consumer and one or more unsecured creditors, servicers, or debt collectors,  
27 including but not limited to, a reduction in ~~the~~ the balance, interest rate, or fees owed by  
28 a consumer to an unsecured ~~creditor~~ creditor, servicer, or debt collector.

1           6.     “Defendants” means all of the Individual Defendants and the Corporate  
2 Defendants, individually, collectively, or in any combination. Corporate

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1 renegotiate, settle, or in any way alter the terms of payment or other terms of the debt  
2 between a consumer and one or more secured creditors, servicers, or debt collectors.

3 10. “Federal homeowner relief or financial stability program” means  
4 any program (including its sponsoring agencies, telephone numbers, and Internet  
5 websites) operated or endorsed by the United States government to provide relief to  
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1 loan or advance of funds that is connected to the consumer's home ownership; (H)  
2 avoid or ameliorate the impairment of the consumer's credit record, credit history, or  
3 credit rating that is connected to the consumer's home ownership; (I) save the  
4 consumer's residence from foreclosure; (J) assist the consumer in obtaining proceeds  
5 from the foreclosure sale of the consumer's residence; (K) obtain or arrange a  
6 pre-foreclosure sale, short sale, or deed in lieu of foreclosure of a consumer's  
7 residence; (L) obtain or arrange a refinance, recapitalization, or reinstatement of a  
8 residential loan, deed of trust, or mortgage; (M) audit or examine a consumer's  
9 mortgage or home loan application; or (N) obtain, arrange, or attempt to obtain or  
10 arrange any extension of the period within which the renter of residential property  
11 sold at foreclosure may continue to occupy the property. The foregoing shall include  
12 any manner of claimed assistance, including, but not limited to, debt, credit, budget,  
13 or financial counseling; receiving money for the purpose of distributing it to  
14 creditors; contacting creditors or servicers on behalf of the consumer; giving advice  
15 of any kind with respect to filing for bankruptcy; and any services delineated in  
16 California Civil Code Section 2945.1(a).

17 13. "National Do Not Call Registry" means the National Do Not Call  
18 Registry, which is the "do-not-call" registry maintained by the Commission pursuant  
19 to 16 C.F.R. § 310.4(b)(1)(iii)(B).

20 14. "Outbound telephone call" means a telephone call initiated by a  
21 telemarketer to induce the purchase of goods or services or to solicit a charitable  
22 contribution.

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1 State of California; and the State of Missouri, by and through its Attorney General  
2 Chris Koster.

3 17. “Receiver” or “  
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1 included in the same catalog which prompted the customer's call or in a substantially  
2 similar catalog.

3 22. "Telemarketing Sales Rule" or "Rule" means the FTC Rule entitled  
4 "Telemarketing Sales Rule," 16 C.F.R. § 310, attached hereto as Appendix A or as  
5 may be hereafter amended

6 TERMS OF FINAL JUDGMENT

7 I.

8 BAN ON MORTGAGE LOAN MODIFICATION AND FORECLOSURE  
9 RELIEF SERVICES

10 IT IS THEREFORE ORDERED that Defendants, whether acting directly or  
11 through any other person, are permanently restrained and enjoined from

12 A. Advertising, marketing, promoting, offering for sale, or selling any  
13 mortgage loan modification or foreclosure relief service; and

14 B. Assisting others engaged in advertising, marketing, promoting, offering  
15 for sale, or selling any mortgage loan modification or foreclosure relief service.

16 II.

17 PROHIBITED REPRESENTATIONS RELATING TO FINANCIAL  
18 RELATED GOODS AND SERVICES

19 IT IS FURTHER ORDERED that Defendants and their successors, assigns,  
20 officers, agents, servants, employees, attorneys, and those persons or entities in  
21 active concert or participation with any of them who receive actual notice of this  
22 Judgment by personal service, facsimile transmission, email, or otherwise, whether  
23 acting directly or through any corporation, subsidiary, division, or other device, in  
24 connection with the advertising, marketing, promotion, offering for sale or sale of  
25 any financial related good or service, hereby permanently restrained and enjoined  
26 from:

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

- 1           1.     The terms or rates that are applicable for any loan or other  
2           extension of credit, including but not limited to:  
3           (a)     closing costs or other fees;  
4           (b)     the payment schedule, the monthly payment amount(s), or  
5           other payment terms, or whether there is a balloon  
6           payment; interest rate(s), annual percentage rate(s), or  
7           finance charge; the loan amount, the amount of credit, the  
8           draw amount, or outstanding balance; the loan term, the  
9           draw period, or maturity; or any other term of credit;  
10          (c)     the savings associated with the credit;  
11          (d)     the amount of cash to be disbursed to the borrower out of  
12          the proceeds, or the amount of cash to be disbursed on  
13          behalf of the borrower to any third parties;  
14          (e)     whether the payment of the minimum amount specified  
15          each month covers both interest and principal, and whether  
16          the credit has or can result in negative amortization;  
17          (f)     that the credit does not have a prepayment penalty or that  
18          no prepayment penalty and/or other fees or costs will be  
19          incurred if the consumer subsequently refinances; and  
20          (g)     that the interest rate(s) annual percentage rate(s) are  
21          fixed rather than adjustable or adjustable rather than fixed;  
22          2.     Any person's ability to improve or otherwise affect a consumer's  
23          credit record, credit history, credit rating or ability to obtain  
24          credit;  
25          3.     That any person can improve any consumer's credit record, credit  
26          history, or credit rating by permanently removing negative  
27          information from the consumer's credit record, credit history, or  
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1 credit rating, even where such information is accurate and not  
2 obsolete;

3 4. Any aspect of any debt relief good or service, including but not  
4 limited to, the amount of savings a consumer will receive from  
5 purchasing, using, or enrolling in such debt relief good or service;  
6 the amount of time before which a consumer will receive  
7 settlement of the consumer's debt, or the reduction or cessation  
8 of collection calls; and

9 5. That a consumer will receive legal representation;

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

12 III

13 PROHIBITED REPRESENTATIONS RELATING TO  
14 ANY GOODS OR SERVICES

15 IT IS FURTHER ORDERED that Defendants and their successors, assigns,  
16 officers, agents, servants, employees, attorneys, and those persons or entities in  
17 active concert or participation with any of them who receive actual notice of this  
18 Judgment by personal service, facsimile transmission, email, or otherwise, whether  
19 acting directly or through any corporation, subsidiary, division, or other device, in  
20 connection with the advertising, marketing, promotion, offering for sale or sale of  
21 any good or service are hereby permanently restrained and enjoined from  
22 misrepresenting or assisting others in misrepresenting, expressly or by implication,  
23 any material fact, including but not limited to:

24 A. Any material aspect of the nature or terms of any refund, cancellation,  
25 exchange, or repurchase policy, including, but not limited to, the likelihood of a  
26 consumer obtaining a full or partial refund, or the circumstances in which a full or  
27 partial refund will be granted to the consumer;

1 B. That any person is affiliated with, endorsed or approved by, or  
2 otherwise connected to any other person, government entity, any federal homeowner  
3 relief or financial stability program, or any other program;

4 C. The total costs to purchase, receive, use, and the quantity of, the good  
5 or service;

6 D. Any material restriction, limitation or condition to purchase, receive, or  
7 use the good or service; and

8 E. Any material aspect of the performance, efficacy, nature, or  
9 characteristics of the good or service.

10 IV.

11 PROHIBITION AGAINST ABUSIVE TELEMARKETING PRACTICES

12 IT IS FURTHER ORDERED that Defendants and their successors, assigns,  
13 officers, agents, servants, employees, attorneys, and those persons or entities in  
14 active concert or participation with any of them who receive actual notice of this  
15 Judgment by personal service, facsimile transmission, email, or otherwise, whether  
16 acting directly or through any corporation, subsidiary, division, or other device, in  
17 connection with the advertising, marketing, promotion, offering for sale or sale of  
18 any good or service are hereby permanently restrained and enjoined from engaging  
19 in, causing other persons to engage in, assisting other persons to engage in,  
20 violations of the Telemarketing Rule, including but not limited to:

21 A. Misrepresenting, expressly or by implication, any material fact,  
22 including but not limited to any material aspect of the performance, efficacy, nature,  
23 or central characteristics of the good or service.

24 B. Initiating any outbound telephone call to any person at a telephone  
25 number on the National Do Not Call Registry unless the seller proves:

- 26 1. the seller has obtained the express agreement, in writing, of such  
27 person to place calls to that person. Such written agreement shall  
28 clearly evidence such person's authorization that calls made by or

1 on behalf of a specific party may be placed to that person, and  
2 shall include the telephone number to which the calls may be  
3 placed to that person, and shall include the telephone number to  
4 which the calls may be placed and the signature of that person; or

- 5 2. the seller has an established business relationship with such  
6 person and that person has not previously stated that he or she  
7 does not wish to receive outbound telephone calls made by or on  
8 behalf of the seller; or

9 C. Initiating any outbound telephone call to a telephone number within a  
10 given area code when the annual fee for access to the telephone numbers within that  
11 area code that are on the National Do Not Call Registry has not been paid by or on  
12 behalf of the seller on whose behalf the telephone call is made, unless the telephone  
13 call is:

- 14 1. a solicitation to induce charitable contributions;  
15 2. to a business; or  
16 3. on behalf of a seller who initiates, or causes others to initiate,  
17 telephone calls solely to (i) persons who have given the seller  
18 their express agreement, initiating and signed, to receive calls  
19 from that seller, or (ii) persons who have an established business  
20 relationship with that seller pursuant to 16 C.F.R. § 310.2(n).

21 V.

22 PROHIBITION ON ENFORCEMENT OF CONTRACTS

23 IT IS FURTHER ORDERED that the Individual Defendants and their  
24 agents, employees, officers, corporations, and those persons in active concert or  
25 participation with them who receive actual notice of this Judgment by personal  
26 service or otherwise, whether acting directly or through any corporation, subsidiary,  
27 division, or other device, are permanently restrained and enjoined from demanding  
28 payment on or enforcing or threatening to enforce any contract or agreement for the

1 sale of a mortgage loan modification foreclosure rescue service entered into by  
2 Defendants prior to the effective date of this Judgment.

3 VI.

4 PROHIBITION ON SALE OF CUSTOMER INFORMATION

5 IT IS FURTHER ORDERED that the Individual Defendants and their  
6 agents, employees, officers, corporations, and those persons in active concert or  
7 participation with them who receive notice of this Judgment by personal  
8 service or otherwise, whether acting directly or through any corporation, subsidiary,  
9 division, or other device, are permanently restrained and enjoined from:

10 A. disclosing, using, or benefitting from customer information, including  
11 the name, address, telephone number, email address, social security number, other  
12 identifying information, or any data that enables access to a customer's account  
13 (including a credit card, bank account, or other financial account), of any person  
14 which any Defendants obtained prior to entry of this Judgment in connection with  
15 the advertising, marketing, promotion, offering for sale or sale of any mortgage loan  
16 modification or foreclosure rescue service; and

17 B. failing to dispose of such customer information in all forms in their  
18 possession, custody, or control within thirty (30) days after entry of this Judgment.  
19 Disposal shall be by means that protect against unauthorized access to the customer  
20 information, such as by burning, pulverizing, or shredding any papers, and by  
21 erasing or destroying any electronic media to ensure that the customer information  
22 cannot practicably be read or reconstructed.

23 *Provided, however,* that customer information need not be disposed of, and  
24 may be disclosed, to the extent requested by a government agency, the Permanent  
25 Receiver, or required by a law, regulation, or court order.

VII.

MONETARY JUDGMENT AND CONSUMER REDRESS

IT IS FURTHER ORDERED that:

A. Judgment in the amount of \$8,641,769 (eight million six hundred forty one thousand seven hundred sixty nine dollars) is hereby entered against Defendants US Foreclosure Relief Corp, H.E. Servicing, Inc., and George Escalante as equitable monetary relief. Such judgment amount is suspended contingent upon the accuracy and completeness of Defendant Escalante's sworn financial statement, as set forth in Section VIII.A, and upon his delivery of assets to the Permanent Receiver in accordance with subsection VII.B.

B. Defendant George Escalante shall deliver to the Permanent Receiver at the time he executes this Stipulated Final Judgment:

1. Title to a 2009 Toyota Tundra Truck, which is currently held in the name of Sonia Mendoza;
2. Title to a 2007 Mercedes SUV, which is currently held in the name of Sonia Mendoza; and
3. Jewelry valued at approximately \$10,000, which is currently in the possession of Sonia Mendoza.

Transfer of title on the items listed above shall be subject to approval of this Stipulated Final Judgment by the Court. The proceeds from the sale of the items listed above shall be used as equitable monetary relief. Upon execution of this Stipulated Final Order, Defendant Escalante shall also relinquish a 2007 Mercedes Sedan, currently held in the name of Sonia Mendoza, to Wescom Credit Union.

C. Judgment in the amount of \$3,369,402 (three million three hundred sixty nine thousand four hundred and two dollars) is hereby entered against Defendant Cesar Lopez





- 1           1.     The Commission may apply any remaining funds for such other  
2           equitable relief (including consumer information remedies) as it  
3           determines to be reasonable related to Defendants' practices  
4           alleged in the First Amended Complaint. Any funds not used for  
5           such equitable relief by the Commission shall be deposited to the  
6           United States Treasury as disgorgement.
- 7           2.     The People of the State of California may apply any remaining  
8           funds for the payment of costs and expenses incurred by the  
9           Attorney General, to provide funds for consumer education  
10          and advocacy programs, and for any other appropriate  
11          purposes under the UCL and FAL.
- 12          3.     The State of Missouri may apply any remaining funds to the  
13          Merchandising Practices Revolving Fund to be used for the  
14          payment of costs and expenses incurred by the Attorney General  
15          in the investigation, prosecution, and enforcement of the  
16          Merchandising Practices Act or to provide funds for consumer  
17          education and advocacy programs.

18           Defendants shall have no right to challenge the Permanent Receiver's manner  
19 of redress distribution or Plaintiffs' choice of remedies under this Section.

20           I.     Defendants shall take no deduction, capital loss, write-off, or any other  
21 tax benefit on any federal or state tax return, amended tax return, IRS Form 1045, or  
22 any other tax filing, for all or any part of any payment toward satisfaction of this  
23 judgment.

24           J.     Defendants agree that the facts alleged in the Complaint filed in this  
25 action shall be taken as true without further proof in any bankruptcy case or  
26 subsequent civil litigation pursued by any Plaintiff to enforce its right to any  
27 payment or money judgment pursuant to this Judgment, including but not limited to  
28 a nondischargeability complaint in any bankruptcy case. Defendants further stipulate



1 IX.

2 LIFTING OF THE ASSET FREEZE

3 IT IS FURTHER ORDERED that the freeze of the assets pursuant to the  
4 Preliminary Injunction in this case shall be lifted only as to Defendants US  
5 Foreclosure Relief Corp., H.E. Servicing, George Escalante, Adrian Pomery, and  
6 Cesar Lopez. This Judgment does not alter the asset freeze on Cresidis Legal, dba  
7 Homeowners Legal Assistance.

8 X.

9 COMPLIANCE MONITORING

10 IT IS FURTHER ORDERED that, for the purpose of (i) monitoring and  
11 investigating compliance with any provisions of this Judgment, and (ii) investigating  
12 the accuracy of any Defendants' financial statements upon which Plaintiffs'  
13 agreement to this Judgment is expressly premised:

14 A. Within ten (10) days of receipt of written notice from a representative of  
15 any Plaintiff, Defendants each shall submit additional written reports, which are true  
16 and accurate and sworn to under penalty of perjury; produce documents for  
17 inspection and copying; appear for depositions; and provide entry during normal  
18 business hours to any business location in each Defendant's possession or direct or  
19 indirect control to inspect the business operation;

20 B. In addition, any Plaintiff is authorized to use all other lawful means,  
21 including but not limited to the following:

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1 c. Any changes in such Defendant's name or use of any  
2 aliases or fictitious names within (10) days of the date  
3 of such change;

4 2. Defendants shall notify Plaintiffs of any changes in structure of  
5 any Corporate Defendant or any business entity that any  
6 Defendant directly or indirectly controls, or has an ownership  
7 interest in, that may affect compliance obligations arising under  
8 this Judgment, including but not limited to: incorporation or other  
9 organization; a dissolution, assignment, sale, merger, or other  
10 action; the creation or dissolution of a subsidiary, parent, or  
11 affiliate that engages in any acts or practices subject to this  
12 Judgment; or a change in the business name or address, at least  
13 thirty (30) days prior to such change, provided that, with respect  
14 to any such change in the business entity about which a  
15 Defendant learns less than thirty (30) days prior to the date such  
16 action is to take place, such Defendant shall notify Plaintiffs as  
17 soon as is practicable after obtaining such knowledge.

18 B. One hundred eighty (180) days after the date of entry of this Judgment  
19 and annually thereafter for a period of three (3) years, Defendants each shall provide  
20 a written report to Plaintiffs, which is true and accurate and sworn to under penalty  
21 of perjury, setting forth in detail the manner and form in which they have complied  
22 and are complying with this Judgment. This report shall include, but not be limited  
23 to:

- 24 1. For each Individual Defendant:
- 25 a. such Defendant's then-current residence address, mailing  
26 addresses, and telephone numbers;
  - 27 b. such Defendant's then-current employment status  
28 (including self-employment), including the name,

1 addresses, and telephone numbers of each business that  
2 such Defendant is affiliated with, employed by, or  
3 performs services for; a detailed description of the nature  
4 of the business; and a detailed description of such  
5 Defendant's duties and responsibilities in connection with  
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2 *Provided that*, in lieu of overnight courier, Defendants may send such reports  
3 or notifications to Plaintiffs by first-class mail, but only if Defendants  
4 contemporaneously sends an electronic version of such report or notification to  
5 Plaintiffs at DEBrief@ftc.gov (FTC); Dan.Olivas@doj.ca.gov (People of the State of  
6 California); and Stewart.Freilich@ago.mo.gov (State of Missouri).

7 E. For purposes of the compliance reporting and monitoring required by  
8 this Judgment, Plaintiffs are authorized to communicate directly with each  
9 Defendant.

10 XII.

11 RECORD KEEPING PROVISIONS

12 IT IS FURTHER ORDERED that, for a period of six (6) years from the date  
13 of entry of this Judgment, Defendants and their agents, employees, officers,  
14 corporations, and those persons in active or participation with them who  
15 receive actual notice of this Judgment by personal service or otherwise, in  
16 connection with every business where Defendant is the majority owner or  
17 otherwise controls the business, are hereby restrained and enjoined from failing to  
18 create and retain the following records:

19 A. Accounting records that reflect the cost of goods or services sold,  
20 revenues generated, and the disbursement of such revenues;

21 B. Personnel records accurately refl  
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1 Individual Defendant controls, directly or indirectly, or in which such Defendant has  
2 a majority ownership interest, such Defendant must deliver a copy of this Judgment  
3 to (1) all principals, officers, directors and managers of that business; (2) all  
4 employees, agents, and representatives of that business who engage in conduct  
5 related to the subject matter of the judgment; and (3) any business entity resulting  
6 from any change in structure set forth in Subsection A.2 of the Section titled  
7 "Compliance Reporting." For current personnel, delivery shall be within five (5)  
8 days of service of this Judgment upon Defendant. For new personnel, delivery  
9 shall occur prior to them assuming their responsibilities. For any business entity  
10 resulting from any change in structure set forth in Subsection A.2 of the Section  
11 titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the  
12 change in structure.

13 C. Individual Defendant as employee or non-control person: For any  
14 business where an Individual Defendant is a controlling person of a business but  
15 otherwise engages in conduct related to the subject matter of this Judgment, such  
16 Defendant must deliver a copy of this judgment to all principals and managers of  
17 such business before engaging in such conduct.

18 D. Defendants must secure a signed and dated statement acknowledging  
19 receipt of the Judgment, within thirty (30) days of delivery, from all persons  
20 receiving a copy of the Judgment pursuant to this Section.

21 XIV.

22 ACKNOWLEDGMENT OF RECEIPT OF JUDGMENT

23 IT IS FURTHER ORDERED that each Defendant, within five (5) business  
24 days of receipt of this Judgment as entered by the Court, must submit to Plaintiffs a  
25 truthful sworn statement acknowledging receipt of this Judgment.  
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XV.

COOPERATION WITH PLAINTIFFS' COH.B16

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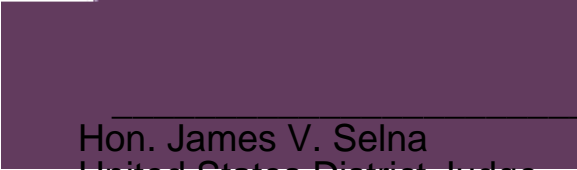
XVIII.

FINAL JUDGMENT

The parties hereby consent to enter the foregoing Judgment which shall constitute a final judgment on the First Amended Complaint.

IT IS SO ORDERED,

Dated: March 11, 2010



Hon. James V. Selna  
United States District Judge

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