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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MCS PROGRAMS, LLC, *et al.*,

Defendants.

Civil No. C09-5380RBL

**STIPULATED FINAL JUDGMENT  
AND ORDER FOR  
PERMANENT INJUNCTION**

On June 25, 2009, Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its Complaint to secure temporary, preliminary and permanent injunctive and other equitable relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, for Defendants’ acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, in connection with the marketing and sale of debt reduction products and services. The next day, the Court entered a Temporary Restraining Order (“TRO”), which appointed a Receiver for the Corporate Defendants and enjoined Defendants from, among other things, misrepresenting their products and services, violating the TSR, and disposing of their assets. On July 2, 2009, the TRO was extended by stipulation of all parties, and on July 13, a Stipulated Preliminary Injunction was entered as to all parties.

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Seattle, Washington 9817426) 220-63520STIPULATED FINAL JUDGMENT & PERMANENT INJUNCTION

9. Defendants waive their share of any and all claims to the assets of MCS Programs,LLC, United Savings C
10. Entry of this Order is in the public interest.



1 on the screen for a duration and in a location sufficiently noticeable for an  
2 ordinary consumer to read and comprehend it; and

3 d. regardless of the medium used to disseminate it, the message shall be in  
4 understandable language and syntax. Nothing contrary to, inconsistent with, or  
5 in mitigation of the message shall be used in any communication.

6 7. **“Credit”** means the right granted by a creditor to a debtor to defer payment of debt or to  
7 incur debt and defer its payment.

8 8. **“Debt relief good or service”** means any good, service, plan, or program, including  
9 debt management plans, debt settlement, debt negotiation, and for-profit credit counseling, represented,  
10 expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other  
11 terms of the debt between a consumer and one or more unsecured creditors, servicers, or debt  
12 collectors, including but not limited to, a reduction in the balance, interest rate, or fees owed by a  
13 consumer to an unsecured creditor, servicer, or debt collector.

14 9. **“Defendants”** means all of the Corporate Defendants and the Individual Defendants,  
15 individually, collectively, or in any combination. **“Corporate Defendants”** or **“Receivership**  
16 **Defendants,”** means MCS Programs, LLC, and USC Programs, LLC, Washington limited liability  
17 companies, and United Savings Center, Inc., a Washington corporation, and their successors and  
18 assigns. **“Individual Defendants”** means Paul Morris Thompson and Miranda Lynn Cavender,  
19 individually and as officers of the Corporate Defendants.

20 10. **“Defendants’ financial disclosures”** means, collectively, the Thompson Financial  
21 Statements and the Cavender Financial Statements.

22 11. **“Document”** or **“Documents”** is synonymous in meaning and equal in scope to the  
23 usage of the term in Federal Rule of Civil Procedure 34(a), and encompasses both paper documents and  
24 electronically stored information, including writings, drawings, graphs, charts, photographs, audio and  
25 video recordings, images, and other data compilations from which information can be obtained directly  
26 or, if necessary, after translation by Defendant into a reasonably usable form. A draft or non-identical  
27 copy is a separate document within the meaning of the term.

1           12.    **“Established business relationship”** means a relationship between a seller and a  
2 consumer based on: (a) the consumer’s purchase, rental, or lease of the seller’s goods or services or a  
3 financial transaction between the consumer and seller, within the eighteen (18) months immediately  
4 preceding the date of a telemarketing call; or (b) the consumer’s inquiry or application regarding a  
5 product or service offered by the seller, within the three (3) months immediately preceding the date of a  
6 telemarketing call.

7           13.    **“Federal homeowner relief or financial stability program”** means any program  
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1           15.     **“For-profit”** means any activity organized to carry on business for the profit of the  
2 entity engaging in the activity or that of its members.

3           16.     **“Material”** means likely to affect a person’s choice of, or conduct regarding, goods or  
4 services or a charitable contribution.

5           17.     **“Mortgage loan modification or foreclosure relief service”** means any good, service,  
6 plan, or program that is represented, expressly or by implication, to assist a consumer in any manner to  
7 (a) stop, prevent, or postpone any home mortgage or deed of trust foreclosure sale; (b) obtain or arrange  
8 a modification of any term of a home loan, deed of trust, or mortgage; (c) obtain any forbearance from  
9 any mortgage loan holder or servicer; (d) exercise any right of reinstatement of any mortgage loan; (e)  
10 obtain, arrange, or attempt to obtain or arrange any extension of the period within which the owner of  
11 property sold at foreclosure may cure his or her default or reinstate his or her obligation; (f) obtain any  
12 waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust  
13 or mortgage on a residence in foreclosure or contained in that deed of trust; (g) obtain a loan or  
14 advance of funds that is connected to the consumer’s home ownership; (h) avoid or ameliorate the  
15 impairment of the consumer’s credit record, credit history, or credit rating that is connected to the  
16 consumer’s home ownership; (i) save the consumer’s residence from foreclosure; (j) assist the  
17 consumer in obtaining proceeds from the foreclosure sale of the consumer’s residence; (k) obtain or  
18 arrange a pre-foreclosure sale, short sale, or deed-in-lieu of foreclosure; (l) obtain or arrange a  
19 refinancing, recapitalization, or reinstatement of a home loan, deed of trust, or mortgage; (m) audit or  
20 examine a consumer’s mortgage or home loan application; or (n) obtain, arrange, or attempt to obtain  
21 or arrange any extension of the period within which the renter of property sold at foreclosure may  
22 continue to occupy the property. The foregoing shall include any manner of claimed assistance,  
23 including, but not limited to, debt, credit, budget, or financial counseling; receiving money for the  
24 purpose of distributing it to creditors; contacting creditors or servicers on behalf of the consumer; and  
25 giving advice of any kind with respect to filing for bankruptcy.

26           18.     **“National Do Not Call Registry”** means the National Do Not Call Registry, which is  
27 the “do-not-call” registry maintained by the FTC pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(B).  
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1           19.    **“Outbound telephone call”** means a telephone call initiated by a telemarketer to induce  
2 the purchase of goods or services or to solicit a charitable contribution.

3           20.    **“Person”** means any individual, group, unincorporated association, limited or general  
4 partnership, corporation, or other business entity.

5           21.    **“ReceiveTca413.7..c0 Twph-16ution.”**

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22, submitted on May 26, 2010, and together with copies of various account records submitted in November 2009 and January 2010.

**ORDER**

**CONDUCT PROHIBITIONS**

**I. Permanent Ban on Marketing Debt Relief Goods or Services**

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

- A. Advertising, marketing, promoting, offering for sale, or selling any debt relief good or service; and
- B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any debt relief good or service.

Nothing in this Order shall be construed as an exception to this Section I.

**II. Prohibited Misrepresentations Relating to Financial Related Goods or Services**

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

- A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:
  - 1. The terms or rates that are available for any loan or other extension of credit, including but not limited to:
    - a. closing costs or other fees;
    - b. the payment schedule, the monthly payment amount(s), or other payment terms, or whether there is a balloon payment; interest rate(s), annual percentage rate(s), or finance charge; the loan amount, the amount of

1 credit, the draw amount, or outstanding balance; the loan term, the draw  
2 period, or maturity; or any other term of credit;

3 c. the savings associated with the credit;

4 d. the amount of cash to be disbursed to the borrower out of the proceeds, or  
5 the amount of cash to be disbursed on behalf of the borrower to any third  
6 parties;

7 e. whether the payment of the minimum amount specified each month  
8 covers both interest and principal, and whether the credit has or can result  
9 in negative amortization;

10 f. that the credit does not have a prepayment penalty or that no prepayment  
11 penalty or other fees or costs will be incurred if the consumer  
12 subsequently refinances; and

13 g. that the interest rate(s) or annual percentage rate(s) are fixed rather than  
14 adjustable or adjustable rather than fixed;

15 2. That any person can improve any consumer's credit record, credit history, or  
16 credit rating by permanently removing negative information from the consumer's  
17 credit record, credit history, or credit rating, even where such information is  
18 accurate and not obsolete;

19 3. Any person's ability to improve or otherwise affect a consumer's credit record,  
20 credit history, or credit rating or ability to obtain credit;

21 4. Any aspect of any mortgage loan modification service or foreclosure relief  
22 service, including but not limited to, the amount of savings a consumer will  
23 receive from purchasing, using, or enrolling in such mortgage loan modification  
24 service or foreclosure relief service; the amount of time before a consumer will  
25 receive a mortgage loan modification or relief from foreclosure; the likelihood  
26 that a consumer will obtain a modified mortgage loan or relief from foreclosure;  
27 or the reduction or cessation of collection calls; and

28 5. That a consumer will receive legal representation; and

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- 2. The total cost to purchase, receive, or use, and the quantity of, any goods or services that are subject of the sales offer, including by failing to disclose to consumers, if true, that the cost quoted is in the currency of a country other than the one in which the consumer resides; and
- 3. Any policy of not making refunds or cancellations or, if Defendants make a representation about a refund or cancellation policy, all material terms and conditions of any such policy.

**IV. Prohibitions Against Deceptive or Abusive Telemarketing Acts or Practices**

**IT IS FURTHER ORDERED** that, in connection with telemarketing, Defendants and their officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device are hereby permanently restrained and enjoined from violating, causing others to violate, or assisting others who violate, any provision of the TSR, including, but not limited to:

**Deceptive Telemarketing Acts or Practices Violating Section 310.3**

- A. 16 C.F.R. § 310.3(a)(1)(i), by failing to disclose truthfully, in a clear and conspicuous

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1 Not Call request pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(A) at any  
2 time during the message. The mechanism must:

- 3 (a) automatically add the number called to the seller's  
4 entity-specific Do Not Call list;  
5 (b) once invoked, immediately disconnect the call; and  
6 (c) be available for use at any time during the message; and

7 ii. in the case of a call that could be answered by an answering  
8 machine or voicemail service, that the person called can use a toll  
9 free-number to assert a Do Not Call request pursuant to 16 C.F.R.  
10 § 310.4(b)(1)(iii)(A). The number provided must connect directly  
11 to an automated interactive voice or keypress-activated opt-out  
12 mechanism that:

- 13 (a) automatically adds the number called to the seller's  
14 entity-specific Do Not Call list;  
15 (b) immediately thereafter disconnects the call; and is  
16 accessible at any time throughout the duration of the  
17 telemarketing campaign; and  
18 (c) complies with all other requirements of the Telemarketing  
19 Sales Rule and other applicable federal and state laws.

20 *Provided, however,* that if the Commission promulgates rules that modify or supersede the  
21 Telemarketing Sales Rule, in whole or part, Defendants shall comply fully and completely with all  
22 applicable requirements thereof, on and after the effective date of any such rules.

23 **V. Prohibitions Regarding Consumer Information**

24 **IT IS FURTHER ORDERED** that Defendants and their officers, agents, servants, employees,  
25 and attorneys, and those persons or entities in active concert or participation with any of them who  
26 receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise,  
27 whether acting directly or through any corporation, subsidiary, division, or other device, are  
28 permanently restrained and enjoined from:

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**B. Release of Property to Receiver:** Defendant Thompson hereby releases to the Receivership Estate any interest he has or might have in those accounts, property, and assets held in the name of Paul M. Thompson which are described below, and in any of the Receivership Defendants, and their affiliates and subsidiaries, including all accounts, property, and assets held in the name of the Receivership Defendants, MCS Holidays, and the Thompson Religious Society, including, without limitation, the following:

1. Bank of America accounts in the name of:
  - a. Mutual Consolidation Foundation;
  - b. Mutual Consolidated Savings;

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1 released to the Receiver shall be complete and closed within the Time Period for Sale.

2 All proceeds due under the sale, net of reasonable fees and expenses (including  
3 reasonable attorneys fees and expenses) incurred in connection with the sale and any  
4 other liabilities required to be paid consistent with the terms of such sale, shall be treated  
5 in the manner described below in this Section VI.

6 E. **Proceeds of Sale to Commission:** Proceeds from the sale of the Receivership  
7 Defendants' assets and the balances held in Receivership Defendants' accounts, as well  
8 as proceeds from the sale of any other property released to and sold by the Receiver in  
9 this matter, shall be paid to the Commission pursuant to this Order, and shall be credited  
10 against the amount of the judgment owed by Defendant Thompson and the Corporate  
11 Defendants as set forth in Subsection VI.A, *provided*, that the Receiver may deduct his  
12 costs and fees as approved by the Court.

13 F. **Funds deposited to redress fund:** All funds paid pursuant to this Order shall be  
14 deposited into a fund administered by the Commission or its agent to be used for  
15 equitable relief, including, but not limited to, consumer redress, and any attendant  
16 expenses for the administration of any redress fund. Defendants shall cooperate fully to  
17 assist the Commission in identifying consumers who may be entitled to redress pursuant  
18 to this Order. In the event that direct redress to consumers is wholly or partially  
19 impracticable or funds remain after redress is completed, the Commission may apply  
20 any remaining funds for such other equitable relief (including consumer information  
21 remedies) as it determines to be reasonably related to Defendants' practices alleged in  
22 the Complaint. Any funds not used for such equitable relief shall be deposited to the  
23 United States Treasury as disgorgement. Defendants shall have no right to challenge the  
24 Commission's choice of remedies under this Section, and shall have no right to contest  
25 the manner of distribution chosen by the Commission. This judgment for equitable  
26 monetary relief is solely remedial in nature and is not a fine, penalty, punitive  
27 assessment or forfeiture.  
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1 1. To the extent that such records are reasonably available, the Receiver shall  
2 arrange for records sufficient to ascertain the funds that an individual consumer  
3 paid to the Corporate Defendants, and any refunds provided to individual  
4 consumers, to be retained for a minimum of one year from the entry of this  
5 Order, and

6 2. If state or local law regulating the Corporate Defendants' business requires the  
7 retention of particular records for a specified period, the Receiver shall arrange  
8 for such records to be disposed of after the specified period has expired.

9 To safeguard the privacy of consumers, records containing personal financial  
10 information shall be shredded, incinerated, or otherwise disposed of in a secure manner.  
11 For records that must be retained, the Receiver may elect to retain records in their  
12 original form, or to retain photographic or electronic copies;

13 F. Continue to perform all acts necessary or advisable to complete an accounting of the  
14 assets, and prevent unauthorized transfer, withdrawal, or misapplication of assets;

15 G. Make payments and disbursements from the Corporate Defendants' estate that are  
16 necessary or advisable for carrying out the directions of, or exercising the authority  
17 granted by, this Order. The Receiver shall apply to the Court for prior approval of any  
18 payment of any debt or obligation incurred by the Corporate Defendants prior to the date  
19 of entry of the temporary restraining order in this action, except payments that the  
20 Receiver deems necessary or advisable to secure and liquidate assets of the Corporate  
21 Defendants, such as rental payments or payment of liens;

22 H. Enter into contracts and purchase insurance as advisable or necessary;

23 I. Perform all incidental acts that the Receiver deems to be advisable or necessary, which  
24 include retaining, hiring, or dismissing any employees, independent contractors, and  
25 agents as the Receiver deems advisable or necessary in the performance of duties and  
26 responsibilities under the statutory authority granted by this Order;

27 J. Continue to institute, compromise, adjust, appear in, intervene in, or become party to  
28 such actions or proceedings in state, federal or foreign courts or arbitration proceedings

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1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69;
2. having its representatives pose as consumers and suppliers to Defendants, their employees, or any other entity managed or controlled in whole or in part by any Defendant, without the necessity of identification or prior notice; and

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1 c. Any other changes required to be reported under Subsection A of this  
2 Section.

3 2. For all Defendants:

4 a. A copy of each acknowledgment of receipt of this Order, obtained  
5 pursuant to the Section entitled, "Distribution of Order"; and

6 b. Any other changes required to be reported under Subsection A of this  
7 Section.

8 C. Each Defendant shall notify the Commission of the filing of a bankruptcy petition by  
9 such Defendant within fifteen (15) days of filing.

10 D. For the purposes of this Order, Defendants shall, unless otherwise directed by the  
11 Commission's authorized representatives, send by overnight courier all reports and  
12 notifications required by this Order to the Commission, to the following address:

13 Associate Director for Enforcement

14 Federal Trade Commission

15 600 Pennsylvania Avenue, N.W.

16 Washington, D.C. 20580

17 Re: *FTC v. MCS Programs, LLC, et al*, Civil No. C09-5380RBL,

18 Matter No. X090066

19 ***Provided*** that in lieu of overnight courier, Defendants may send such reports or  
20 notifications by first-class mail, but only if Defendants contemporaneously send an  
21 electronic version of such report or notification to the Commission at: [DEBrief@ftc.gov](mailto:DEBrief@ftc.gov).

22 E. For purposes of the compliance reporting and monitoring required by this Order, the  
23 Commission is authorized to communicate directly with each Defendant. ***Provided***  
24 ***however***, nothing in this provision shall limit the Commission's authority to pose as a  
25 consumer or supplier pursuant to the Subsection XI.B.2 of the Section titled  
26 "Compliance Monitoring."  
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**XIII. Recordkeeping**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, Corporate Defendants and Individual Defendants, for any business for which they, individually or collectively, are the majority owner or directly or indirectly control, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person’s job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
- D. Complaints and refund requests (whether received directly or indirectly, such as through a third party) and any responses to those complaints or requests;
- E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and
- F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled “Distribution of Order” and “Acknowledgment of Receipt of Order” and all reports submitted to the FTC pursuant to the Section titled “Compliance Reporting.”

**XIV. Distribution of Order**

**IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

- A. **Corporate Defendant:** Each Corporate Defendant must deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents,

1 and representatives who engage in conduct related to the subject matter of the Order;  
2 and (3) any business entity resulting from any change in structure set forth in Subsection  
3 A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall  
4 be within five (5) days of service of this Order upon such Defendant. For new  
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1 **XV. Acknowledgment of Receipt of Order**

2 **IT IS FURTHER ORDERED** that each Defendant, within five (5) business days of receipt of  
3 this Order as entered by the Court, must submit to the Commission a truthful sworn statement  
4 acknowledging receipt of this Order.

5 **XVI. Retention of Jurisdiction**

6 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for  
7 purposes of construction, modification, and enforcement of this Order.

8 Stipulated by:

9 **PLAINTIFF**

10  
11 /s/  
12 MAXINE R. STANSELL WSBA # 9418  
13 ELEANOR DURHAM Member MD Bar  
Attorneys for Plaintiff  
Federal Trade Commission