





FRQVXPHU¶V FUHGLW UHFRUG FUHGLW KLVWRU\ RU FU

assistance to any consumer with regard to any activity or service described in clause (i).

3. **Debt** ¶ PHDQV DQ\ REOLJDWLRQ RU DOOHJHG REOLJDWLRQ

transaction, whether or not such obligation has been reduced to judgment.

4. **Debt collection activities** ¶ PHDQV DQ\ DFWLYLWLHV RI D GHEW FRC

to collect, directly or indirectly, a debt owed or due, or asserted to be owed or due.

5. **Debt collector** ¶ PHDQV DQ\ SHUVRQ ZKR XVHV DQ\ LQVWUXPH

or the mails in any business the principal purpose of which is the collection of any debts,

or who regularly collects or attempts to collect, directly or indirectly, debts owed or due

or asserted to be owed or due another. The term also includes any creditor who, in the

process of collecting its own debts, uses any name other than its own which would

indicate that a third person is collecting or attempting to collect such debts. The term

also includes any person to the extent that such person collects or attempts to collect any

debt that was in default at the time it was obtained by such person.

6. **Defendants** ¶ means all of the Individual Defendants and the Corporate Defendants,

individually, collectively, or in any combination, and each of them by whatever names

each might be known.

7. **Financial-related product or service** ¶ PHDQV DQ\ SURGXFW VHUYLFH S

represented, expressly or by implication, to:

A. provide to any consumer, arrange for any consumer to receive, or assist any

consumer in receiving, an extension of consumer credit;

B. provide to any consumer, arrange for any consumer to receive, or assist any

consumer in receiving, credit repair services; or

C.



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;

2. \$Q\ SHUVRQ¶V DELOLW\ WR LPSURYH RU RWKHU record, credit history, or credit rating or ability to obtain credit;

3. 7KDW DQ\ SHUVRQ FDQ LPSURYH DQ\ FRQVXPHU or credit rating by permanently removing negative information from the FRQVXPHU¶V FUHGLW UHFRUG FUHGLW KLVWRU information is accurate and not obsolete;

4. Any aspect of any secured or unsecured debt relief product or service, including but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such secured or unsecured debt relief product or service; the amount of time before which a consumer wi OO UHFHLYH VHWWOHPHQW RI WKDW FRQVXPH cessation of collection calls;

5. That a consumer will receive legal representation;

6. That any particular outcome or result from a financial-related product or service is guaranteed, assured, highly likely or probable, or very likely or probable;

7. The nature or terms of any refund, cancellation, exchange, or repurchase policy, including but not limited to the likelihood of a consumer obtaining

a full or partial refund, or the circumstances in which a full or partial refund will be provided to the consumer; and

8. Any other fact material to consumers concerning any financial-related product or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics; and

- 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.

### **III. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

**IT IS FURTHER ORDERED** that:

- A. Judgment in the amount of THIRTY MILLION dollars (\$30,000,000) is entered in favor of the Plaintiffs against Individual Defendant Maurice Sessum as equitable monetary relief.

- B. In partial satisfaction of the judgment against Individual Defendant Maurice Sessum:

1. Individual Defendant Maurice Sessum shall relinquish any and all right, title, and interest he possesses in any funds held by the Corporate Defendants or by the Receiver on behalf of the Corporate Defendants, including any funds held in any reserve account maintained in connection with a merchant agreement between any of the Corporate Defendants and any payment processor, in favor of the Plaintiffs.
2. The following financial institutions holding accounts in the name of, or for the benefit of, Individual Defendant Maurice Sessum, MTS Enterprise





3.



Subsection A above (which the parties stipulate only for purposes of this Section represents the consumer injury amount alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

- G. Individual Defendant Maurice Sessum relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- H. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of Plaintiffs, including in a proceeding to enforce their rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.
- I. The facts alleged in the Complaint establish all elements necessary to sustain an action by Plaintiffs pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.
- J. Individual Defendant Maurice Sessum acknowledges that his Social Security Number, which he previously submitted to Plaintiffs, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.
- K. Any money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides

that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to ' H I H Q G D Q W V ¶ S U D F W L F H V D C Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. All funds paid to the State of New York not used

identified in Subsection B of this Section, the asset freeze as to Individual Defendant Maurice Sessum is dissolved.

#### IV. CONSUMER INFORMATION

**IT IS FURTHER ORDERED** that Individual Defendant Maurice Sessum and his agents, employees, and attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Order are permanently restrained and enjoined from directly or indirectly:

- A. Failing to provide sufficient consumer information to enable the Plaintiffs to efficiently administer consumer redress. If a representative of either Plaintiff requests in writing any information related to redress, Individual Defendant Maurice Sessum must provide it, in the form prescribed by the Plaintiffs, within 14 days.
- B. Disclosing, using, or benefitting from consumer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to ~~D F R Q V x B H U ¶ V~~ (including a credit card, bank account, or other financial account), that any Defendant obtained prior to entry of this Order in connection with the collection or attempted collection of any debt.
- C. Failing to destroy such consumer information in all forms in his possession, custody, or control within 30 days after receipt of written direction to do so from a representative of either Plaintiff.

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

#### V. COOPERATION WITH RECEIVER

**IT IS FURTHER ORDERED** that Individual Defendant Maurice Sessum must fully cooperate with representatives of the Receiver to enable the Receiver to timely complete his duties so long as the Receivership is in effect.

#### VI. ORDER ACKNOWLEDGMENTS

**IT IS FURTHER ORDERED** that Individual Defendant Maurice Sessum obtain acknowledgments of receipt of this Order:

A. Individual Defendant Maurice Sessum, within 7 days of entry of this Order, must submit to the Commission and the NYAG, an acknowledgment of receipt of this Order sworn under p7.83 Tm0 g0 G[(sworu3s/F1 t)2 Tf aACR(Tf 08.02 543.46 Tm0 g0 G 0 612u00.00000912

obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

## **VII. COMPLIANCE REPORTING**

**IT IS FURTHER ORDERED** that Individual Defendant Maurice Sessum make timely submissions to the Commission:

- A. One year after entry of this Order, Individual Defendant Maurice Sessum must submit a compliance report, sworn under penalty of perjury.
  1. Individual Defendant Maurice Sessum must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with him; (b) identify all of his businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Individual Defendant Maurice Sessum must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how Individual Defendant Maurice Sessum is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission;
  2. Additionally, Individual Defendant Maurice Sessum must: (a) identify all telephone numbers and all physical, postal, email, and Internet addresses, including all residences; (b) identify all business activities, including any







- B. Personnel records showing, for each person providing services, whether as an H P S O R \ H H R U R W K H U Z L V H W K D W S H U V R Q ¶ V Q D P H job title or position; dates of service; and, if applicable, the reason for termination;
- C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- E. A copy of each unique advertisement or other marketing material.

**IX. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Individual Defendant O D X U L F H C O M P L I A N C E P A R T ¶ compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

- A. Within 14 days of receipt of a written request from a representative of either Plaintiff, Individual Defendant Maurice Sessum must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. Plaintiffs are also authorized to obtain discovery, without further leave of Court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- B. For matters concerning this Order, Plaintiffs are authorized to communicate directly with Individual Defendant Maurice Sessum. Individual Defendant Maurice Sessum must permit representatives of either Plaintiff to interview any



Telephone: (212) 607-2821  
*Attorney for Plaintiff Federal Trade Commission*

Dated: February 15, 2018

/s/ James M. Morrissey