

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION

FEDERAL TRADE COMMISSION ,	)	
	)	CASE NO. 3:19-CV-00055-GCM
Plaintiff,	)	
	)	
v.	)	STIPULATED FINAL ORDER FOR
	)	PERMANENT INJUNCTION AND
GAFS Group, LLC , et al,	)	SETTLEMENT OF CLAIMS AS TO
	)	DEFENDANTS ANKH ALI, AZIZA
Defendants.	)	ALI, KENNETH MOODY, AND
	)	GLOBAL ASSET FINANCIAL
	)	SERVICES GROUP, LLC
	)	
	)	

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February

4, 2019, by filing its Complaint pursuant to Section 13(b) of the Federal Trade Commission Act  
on Practices Act

l(a). On February 4, 2019, on motion by the FTC, the Court  
entered an *ex parte*  
receiver, and other equitable relief against Defendants. (ECF No. 5). On February 15, 2019, the  
Court entered a

Injunction and with the agreement of its authorized representative Kenneth Moody. The Receiver notes that neither Global Asset Financial Services Group, LLC nor its authorized representative Kenneth Moody are currently represented by counsel.

**~~FINDS~~**

By stipulation of the parties, the Court finds as follows:

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Settling Defendants participated in deceptive, abusive, and unfair Debt collection practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and the FDCPA, 15 U.S.C. §§ 1692-1692p.
3. Settling Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Settling Defendants admit the facts necessary to establish jurisdiction.
4. Settling Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.
5. Settling Defendants and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.
6. Entry of this Order is in the public interest.

**B. Credit Repair Service**

LLC, TACS III, LLC, Cedar Rose Holdings & Development, Inc., Ankh Ali, Aziza Ali, Kenneth Moody, David Carr, Jeremy Scinta, and Omar Hussain, individually, collectively, or in any combination.

**G. Financial-Related Product or Service**

represented, expressly or by implication, to provide to any consumer, arrange for any consumer to receive, or assist any consumer in receiving:

1. An extension of consumer credit;
2. Any Credit Repair Service; or
3. Any Secured or Unsecured Debt Relief Product or Service.

**H. Person**

corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity.

**I. Secured or Unsecured Debt Relief Product or Service** ans, with respect to any mortgage, loan, Debt, or obligation between a Person and one or more secured or unsecured creditors or Debt Collectors, any product, service, plan, or program represented, expressly or by implication to:

1. Negotiate, settle, or in any way alter the terms of payment or other terms of the mortgage, loan, Debt, or obligation, including but not limited to, a reduction in the amount of interest, principal balance, monthly payments, or fees owed by a Person to a secured or unsecured creditor or Debt Collector;
2. Stop, prevent, or postpone any mortgage or deed of foreclosure sale for a P dwelling, any other sale of collateral, any repossession of a P collateral, or otherwise save a P

or repossession;

3. Obtain any forbearance or modification in the timing of payments from any secured or unsecured creditor or Debt Collector;

4. Negotiate, obtain, or arrange any extension of the period of time within which the Person by (a) cure his or her default on the mortgage, loan, Debt, or obligation, (b) reinstate his or her mortgage, loan, Debt, or obligation, (c) redeem a dwelling or other collateral, or (d) exercise any right to reinstate the mortgage, loan, Debt, or obligation or redeem a dwelling or other collateral;

5. Obtain any waiver of an acceleration clause or balloon payment

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K. **Settling Receivership Entities** Settling Defendant, as well as any other business related to the Settling Debt Collection business and which the Receiver has reason to believe is owned or controlled in whole or in part by any of the Settling Defendants, including but not limited to any other Debt Collection business operated by the Individual Settling Defendants.

**ORDER**

**I. BAN ON DEBT COLLECTION ACTIVITIES**

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

- A. Participating in Debt Collection Activities; and
- B. Advertising, marketing, promoting, offering for sale, selling, or buying any consumer or commercial Debt or any information regarding a consumer relating to a Debt.

**II. PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO FINANCIAL-RELATED PRODUCTS OR SERVICES**

**IT IS FURTHER ORDERED** that Settling Defendants, their officers, agents, and employees, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any Financial-Related Product or Service are 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;
  - 2. Any aspect of any Credit Repair Service, including but not limited to (a) any

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- A. That any Person is an attorney or affiliated or associated with an attorney or law firm;
- B. That any Person owes any Debt;
- C. 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
- D. Any other fact material to a consu , such as (1) the total costs to purchase, receive, or use, and the quantity of, any good or service; (2) any material restriction, limitation, or condition to purchase, receive, or use any good or service; or (3) any material aspect of the performance, efficacy, nature, or central characteristics of any good or service.

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

**IT IS FURTHER ORDERED** that:

- A. Judgment in the amount of THREE MILLION AND ONE HUNDRED THOUSAND DOLLARS (\$3,100,000) is entered in favor of the FTC against Settling Defendants as equitable monetary relief, of which judgment Settling Defendants are jointly and severally liable for \$3,100,000 with any other Charlotte Debt Collection Defendants against whom judgment may be entered.
- B. All financial institutions holding accounts in the name of, on behalf of, or for the benefit of, any Settling Receivership Entity shall, within ten (10) business days from receipt of a copy of this Order, transfer to the Receiver or his designated agent, all funds, if any, in such accounts, including, but not limited to: Bank of America





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fund. If a representative of the FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the FTC may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to

equitable relief is to be deposited to the U.S. Treasury as disgorgement. Defendants have no right to challenge any actions the FTC or its representatives may take pursuant to this Subsection.

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**VIII. ORDER ACKNOWLEDGMENTS**

**IT IS FURTHER ORDERED** that Settling Defendants obtain acknowledgments of receipt of this Order:

- A. Each Settling Defendant, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 5 years after entry of this Order, each Individual Settling Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and the Corporate Settling Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors,

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1. Each Settling Defendants must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the FTC may use to communicate with that Settling Defendant; (b) identify all of that Settling Defendant businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goodjETQ 0 612 (ne)0unicate wiaace with







- A. Within 14 days of receipt of a written request from a representative of the FTC, each Settling Defendant 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. The FTC is 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; provided that a Settling Defendant, after attempting to resolve a dispute without court action and for good cause shown, may file a motion with this Court seeking an order for one or more of the protections set forth in Rule 26(c).
- B. For matters concerning this Order, the FTC is authorized to communicate directly with each Settling Defendants. Settling Defendants must permit representatives of the FTC to interview any employee or other Person affiliated with any Defendant who has agreed to such an interview. The Person interviewed may have counsel present.
- C. The FTC

D. Upon written request from a representative of the FTC, any consumer reporting agency must furnish consumer reports concerning Settling Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

## **XII. ENTRY OF JUDGMENT**

**IT IS FURTHER ORDERED** that there is no just reason for delay of entry of this judgment, and that, pursuant to Federal Rule of Civil Procedure 54(b), the Clerk immediately shall enter this Order as a final judgment as to Defendants Ankh Ali, Aziza Ali, Kenneth Moody, and Global Asset Financial Services Group, LLC.

## **XIII. RETENTION OF JURISDICTION**

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

