
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

Present: **Honorable JOSEPHINE L. STATON, UNITED STATES DISTRICT JUDGE**

Terry Guerrero
Deputy Clerk

N/A
Court Reporter

ATTORNEYS PRESENT FOR PLAINTIFF:
Not Present

ATTORNEYS PRESENT FOR DEFENDANT:
Not Present

PROCEEDINGS: (IN CHAMBERS) ORDER REGARDING (1) ATTORNEYS’ EX PARTE MOTION FOR CLARIFICATION OR MODIFICATION OF INJUNCTION (Docs. 309, 313); (2) CHAPTER 7 TRUSTEE’S EX PARTE APPLICATION FOR ORDER CLARIFYING ORDER RE: PERMANENT INJUNCTION (Doc. 311); AND (3) CHAPTER 7 TRUSTEE’S AND CFPB’S JOINT REPORT (Doc. 321)

Before the Court is an Ex Parte Motion for Clarification or Modification of Injunction filed by Howard Law, P.C., Williamson & Howard, LLP, and The Williamson Law Firm, LLC (the “Attorneys”). (Attorneys Mot., Docs. 309, 313.) Plaintiff Consumer Financial Protection Bureau (“CFPB”) and the Chapter 7 Trustee Jeffrey I. Golden (the “Trustee”) filed separate oppositions, and the Attorneys filed two separate replies. (CFPB Opp’n to Attorneys Mot., Doc. 317; Trustee Opp’n to Attorneys Mot., Doc. 320; Attorneys Reply to CFPB Opp’n, Doc. 319; Attorneys Reply to Trustee Opp’n, Doc. 322.) Also before the Court is an Ex Parte Application for Order Clarifying Order Re: Permanent Injunction Entered on June 18, 2015, filed by the Trustee. (Trustee Appl., Doc. 311.) CFPB filed a Conditional Opposition. (CFPB Conditional Opp’n, Doc. 318.) After considering the briefing and supporting documentation submitted by the parties, the

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

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Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

Court GRANTS in part and DENIES in part the Attorneys' Motion and GRANTS the Trustee's Application.¹

I. Background

As the parties are familiar with the facts of this case, the Court will discuss only those that are necessary to the pending motions.²

Morgan Drexen, Inc. was founded in 2007.³ Morgan Drexen provided debt settlement and bankruptcy services to attorneys and consumers. Specifically, Morgan Drexen worked with attorneys to service clients who were subject to actions and lawsuits by organizations within the debt collection industry.

In 2009, Morgan Drexen became aware of proposed amendments to the Telemarketing Sales Rule ("TSR") that would ban advance fees for debt settlement services. As a result, Morgan Drexen began contracting with attorneys to not only offer debt settlement services to customers, but also offer bankruptcy services. Consumers who wished to engage debt settlement and/or bankruptcy attorneys for legal services were provided with attorney contracts to sign.

Between October 27, 2010 and August 31, 2014, 95% of Morgan Drexen's customers signed up for both debt settlement and bankruptcy services. Under the bankruptcy services contract, the consumer was required to pay an up-front engagement fee and a monthly maintenance fee. Approximately 93% of those enrolled in both services were charged an up-front fee. Consumers have paid up-front fees in the range of \$1,000.00 to \$3,250.00. Morgan Drexen received 85% to 95% of the fees paid by the customer, and the attorneys received 5% to 15%.

¹ The Court's discussion of the Trustee's and CFPB's Joint Report can be found in Section III.B. of this Order.

² A detailed procedural and factual history of this case can be found in the Court's previous orders. (See MSJ Order, Doc. 198; Terminating Sanctions Order, Doc. 284.)

³ Unless otherwise noted, all facts in this section were undisputed by Defendants in their Statement of Genuine Issues of Fact. (Doc. 188-1.)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

Many of these customers signed up for Morgan Drexen services as a result of advertisements that Morgan Drexen prepared for the attorneys with whom Morgan Drexen contracted. Once a customer signed up for debt settlement services, Morgan Drexen communicated and negotiated directly with creditors in an effort to settle consumers' debts. Through its platform, Morgan Drexen notified the contracted attorneys of any settlement offers received from creditors. Morgan Drexen maintained the consumer files within its platform and database software.

On August 20, 2013, CFPB filed suit against Morgan Drexen and Walter Ledda. CFPB alleged, among other things, that Morgan Drexen violated the TSR and the Consumer Financial Protection Act ("CFPA") by (1) requesting or receiving up-front fees for debt relief services, and (2) representing to consumers that they would not be charged advance fees for debt relief services, but in fact charging such fees. In short, CFPB claimed that Morgan Drexen bundled unnecessary bankruptcy services into the package to disguise the fact that they continued to charge an upfront fee for what were essentially debt relief services. In its motion for summary judgment, CFPB asserted that Defendants unlawfully charged nearly 60,000 customers improper up-front fees totaling \$90.7 million, because little if any bankruptcy services were actually performed for the customers.

On January 23, 2015, CFPB filed a Motion for Sanctions. (Docs. 255-2, 274.) The Bureau asserted that Morgan Drexen had manufactured bankruptcy petitions that did not previously exist during the discovery process, and manipulated, altered, and destroyed evidence. (Id.)

In the Court's Order granting CFPB's Motion for Sanctions, the Court held that Morgan Drexen "not only acted willfully and in bad faith by falsifying evidence, but also decided to continuously deceive their own trial counsel, opposing counsel, and the Court by engaging in practices that have undermined the integrity of judicial proceedings." (Terminating Sanctions Mot. at 17, Doc. 284.) The Court found that "Morgan Drexen delayed production [of requested discovery] in order to create hundreds of new bankruptcy petitions to produce to [CFPB] because they knew the absence of such

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

petitions would raise serious red flags.” (Id. at 18.) The Court also found that Morgan Drexen engaged in behavior that strongly suggested that it “intended to mislead the Court and [CFPB] by attempting to pass off bankruptcy petitions as if they had been created in the normal course of business.” (Id. at 19.) The Court stated that “the only logical conclusion is that [Morgan Drexen was] attempting to make it seem that more substantive and complete bankruptcy work had been performed on certain consumer files before producing the files to [CFPB].” (Id. at 20.) As a result, the Court issued terminating sanctions against Morgan Drexen. (Id. at 27-28.)

On June 18, 2015, the Court issued its Order Re: Permanent Injunction. (PI Order, Doc. 306.) The Court explained that “the creation and number of bankruptcy petitions is at the heart of the defense in this case,” and thus Morgan Drexen was found to have falsified evidence going to the substantive heart of this case. (Id. at 1.) Because the Court had issued terminating sanctions against Morgan Drexen, the Court explained that “the factual allegations of the Complaint, save for those concerning damages, are deemed to have been admitted by [Morgan Drexen].” (Id. at 2 (citing Fed. R. Civ. P. 8(b)(6); *Geddes v. United Fin. Grp.*, 559 F.2d 557, 560 (9th Cir. 1977).) Of particular relevance, the Court found that Morgan Drexen had violated the CFPA and the TSR because Morgan Drexen had (1) “requested or received fees from consumers before renegotiating, settling, reducing, or otherwise altering the terms of at least one of such consumers’ debts[;]” (2) “requested or received payment of these fees prior to consumers making at least one payment pursuant to any settlement agreement, debt-management plan, or other valid contractual agreement between consumers and their creditors[;]” (3) “required consumers to place up-front fee payments in an account and failed to hold these payments such that consumers own the funds or to allow consumers to withdraw from the debt relief program without penalty and receive all funds held in the account[;]” and (4) “in the course of advertising, marketing, promoting, offering for sale, or the sale of debt relief services from April 26, 2011 to April 11, 2014, . . . represented, directly or indirectly, expressly or by implication, that consumers are not charged an advance fee for

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

Morgan Drexen’s debt relief services when, in fact, consumers are charged advance fees for Morgan Drexen’s debt relief services.” (PI Order at 2.)

The Court also stated “that a permanent injunction restraining and enjoining Morgan Drexen from collecting any additional fees from Affected Consumers⁴ [was warranted and] in the public interest.” (Id. at 3.) The Court explained that it was “not convinced that any benefit to consumers would result if the Court allow[ed] Morgan Drexen to continue to charge Affected Consumers fees, when they are the very same consumers who have already paid Morgan Drexen an illegal upfront fee.” (Id.) The Court thus permanently restrained and enjoined Morgan Drexen from collecting any further fees from consumers who had paid up-front fees to Morgan Drexen prior to Morgan Drexen renegotiating, settling, reducing, or otherwise altering the terms of at least one of such consumers’ debts, or from consumers who had enrolled in a debt relief service with Morgan Drexen in response to Morgan Drexen’s deceptive advertisements. (Id. at 4, 10.)

The Court also permanently restrained and enjoined “Morgan Drexen and its officers, agents, servants, and employees who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or indirectly,” from “disclosing, using, or benefitting from customer information,” or “attempting to collect, collecting, selling, or assigning, or otherwise transferring any right to collect payment from any consumer who purchased or agreed to purchase a debt relief product or service from Morgan Drexen.” (Id. at 9-10.) Finally, the Court permanently restrained and enjoined “Morgan Drexen and its officers, agents, servants, and employees, and those persons in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, email, or

⁴ “Affected Consumer” means consumers who: (a) from October 27, 2010 to the present, have paid advance (“up-front”) fees to Morgan Drexen prior to Morgan Drexen renegotiating, settling, reducing, or otherwise altering the terms of at least one of such consumers’ debts; or (b) enrolled in a debt relief service with Morgan Drexen in response to Morgan Drexen’s deceptive advertisements. (PI Order at 4.)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

otherwise, whether acting directly or indirectly in connection with the advertising, marketing, promotion, offering for sale, sale, or performance of any consumer financial product or service” from “misrepresenting, or assisting others in misrepresenting, expressly or by implication” any material facts concerning any consumer financial product or service. (Id. at 8.)

II. Legal Standard

Federal Rule of Civil Procedure 65(d)(2) provides that a permanent injunction “order binds only the following who receive actual notice of it by personal service or otherwise: (A) the parties; (B) the parties’ officers, agents, servants, employees, and attorneys; and (C) other persons who are in active concert or participation with” the parties or the parties’ officers, agents, servants, employees, and attorneys. Fed. R. Civ. Proc. 65(d)(2). This rule “is derived from the commonlaw doctrine that a decree of injunction not only binds the parties [] but also those identified with them in interest, in ‘privity’ with them, represented by them or subject to their control. In essence it is that defendants may not nullify a decree by carrying out prohibited acts through aiders and abettors, although they were not parties to the original proceeding.” *Regal Knitwear Co. v. N.L.R.B.*, 324 U.S. 9, 14 (1945). “Generally speaking, privity exists when a third party’s interests are so intertwined with a named party’s interests that it is fair under the circumstances to hold the third party bound by the judgment against the named party.” *Saga Int’l, Inc. v. John D. Brush & Co.*, 984 F. Supp. 1283, 1287 (C.D. Cal. 1997). “Rule 65’s requirement that a person cannot be bound by an injunction unless he is in ‘active concert or participation with’ a party[] is animated partly by due process concerns raised when courts seek to bind a non-party.” *Inst. of Cetacean Research v. Sea Shepherd Conservation Soc’y*, 774 F.3d 935, 953 (9th Cir. 2014).

“Persons acquiring an interest in property that is a subject of litigation are bound by . . . a subsequent judgment, despite a lack of knowledge.” *Golden State Bottling Co. v. N.L.R.B.*, 414 U.S. 168, 179 (1973). “When an order . . . may be enforced against a

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

nonparty, the procedure for enforcing the order is the same as for a party.” Fed. R. Civ. Proc. 71.

III. Discussion

A. The Attorneys’ Motion and the Trustee’s Application

In their ex parte motion, the Attorneys request that the Court (1) clarify or modify the provisions of the injunction that relate to disclosure of information in the consumer files, (2) clarify that the injunction does not bar the Trustee from providing the Attorneys the files of their approximately 10,000 purported consumer clients, (3) clarify that the injunction does not restrict the Trustee from providing the Attorneys with Morgan Drexen’s case management software, and (4) stay the effect of the injunction for 30 days in the event that the foregoing relief is not granted. (Attorneys Mot. at 1-2, 4.) The Attorneys contend that the consumer files in Morgan Drexen’s possession contain information that is protected by the attorney-client and work-product privileges. (Id. at 4.) According to the Attorneys, “[a]bsent immediate relief from this Court confirming that the [i]njunction does not bar the [Attorneys] from obtaining their [consumers]’ files and a copy of the [Morgan Drexen] software, and absent relief confirming that no one other than the [Attorneys] or the [consumers] themselves can access the attorney-client privileged material in these files, the rights of the [Attorneys] and the [consumers] will be irreparably harmed.” (Id. at 10.)

The Trustee seeks an order from the Court clarifying whether the Trustee can copy and turn over consumer data to the Attorneys related to the Attorneys purported clients at the request and expense of the Attorneys. (Trustee Appl. at 8.) In addition, the Trustee requests that the Court permit the Trustee to set up a telephone number for consumers to call so that the Trustee can provide consumers with information regarding the website, letters, and e-mails that the Court directed the Trustee to send in its previous order. (Id.) Finally, the Trustee’s Application requests that the Court permit the Trustee to use

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

\$117,000 that it received on June 19, 2015, pursuant to the budget that the Bankruptcy Court approved on June 24, 2015. (Id. at 5-6.)

1. The Trustee’s Requests Re: Telephone Number and \$117,000

In regards to the Trustee’s requests that the Court permit the Trustee to set up a telephone number and use the \$117,000 pursuant to the approved budget, the Court sees no reason why the Trustee’s request for this relief should not be granted. Neither CFPB nor the Attorneys have objected to this request for relief. Further, the Court believes that such actions would benefit consumers who have been victimized by Morgan Drexen’s illegal conduct and serve the public interest.

Accordingly, the Trustee’s Application, to the extent that it requests that the Trustee be permitted to set up a telephone number and use the \$117,000 received on June 19, 2015, pursuant to the Bankruptcy Court’s approved budget, is GRANTED.

2. The Attorneys’ and the Trustee’s Requests Re: Consumer Files and Information

In regards to the Attorneys’ request for relief, and, relatedly, the Trustee’s request that only copies of consumer data be turned over to the Attorneys, a more detailed discussion by the Court is necessary.

The Trustee has recommended that the Court not permit the Attorneys to access consumer files through the use of Morgan Drexen’s software because “[t]he Trustee cannot guarantee under these circumstances that the orders of the [Court] regarding the use of Morgan Drexen’s property will be properly used by the [A]ttorneys or third parties.” (Trustee Opp’n to Attorneys Mot. at 1-2; Golden Decl. ¶ 4-5, Doc. 314.) The Trustee, however, believes that providing the Attorneys with copies of consumer files “will assist the consumers and ensure continuity” because the Attorneys “need data on the consumers’ debts to be able to respond to their clients’ inquiries.” (Golden Decl. ¶ 6.) CFPB urges that, if the Court permits the Trustee to provide copies of consumer files to

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

the Attorneys, the Court should require the Attorneys to agree in writing that “(a) they will not collect fees from Affected Consumers; and (b) they will not disclose consumer information in a manner inconsistent with Section IV of the Court’s” preliminary injunction order. (CFPB Opp’n to Attorneys Mot. at 1.)

The fact that the Attorneys are not parties in this matter is not contested. Further, it is clear that the Attorneys had actual notice of the Court’s preliminary injunction order, as evidenced by the filing of their *ex parte* motion requesting a modification or clarification of the Court’s preliminary injunction order. (*See generally* Attorneys Mot.) Thus, whether the Court’s permanent injunction order can bind the Attorneys and limit their access to consumer files and information is governed by whether the Attorneys fit within one of Rule 65’s categories of non-parties that are bound by a permanent injunction.

As detailed above, the Court found that Morgan Drexen had falsified evidence in an attempt to make it seem that more substantive and complete bankruptcy work had been performed on consumer files. The typical method of adjudicating CFPB’s claims on the merits was so compromised by Morgan Drexen’s fraud that the Court could take no other action than issuing terminating sanctions against Morgan Drexen. As a result, the Court found that Morgan Drexen had engaged in various forms of illegal conduct under the TSR and CFPA. Notably, the Court held that Morgan Drexen had violated the CFPA and the TSR by receiving improper up-front fees from consumers before Morgan Drexen had performed any substantive or material work related to consumers’ debts and had misrepresented to consumers that they would not be charged up-front fees for Morgan Drexen’s debt relief services when, in fact, consumers were charged up-front fees. (PI Order at 2.) The Court stated “that a permanent injunction restraining and enjoining Morgan Drexen from collecting any additional fees from Affected Consumers [was warranted and] in the public interest.” (Id. at 3.) Though the Court’s permanent injunction order restrained only Morgan Drexen from collecting additional fees from Affected Consumers, this portion of the Court’s permanent injunction order was based on the Court’s more fundamental concern that consumers had been victimized by Morgan

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

Drexen’s conduct and no “benefit to consumers would result if the Court allow[ed] Morgan Drexen to continue to charge Affected Consumers fees, when they are the very same consumers who have already paid Morgan Drexen an illegal upfront fee.” (Id.)

The Court recognizes that the Attorneys are not parties in this action, and thus the Court has not made any finding that the Attorneys themselves have violated the TSR or CFPB. The Court’s permanent injunction order also does not specifically name or enjoin the Attorneys. It is undisputed, however, that Morgan Drexen received 85% to 95% of the fees paid by consumers, and attorneys who contracted with Morgan Drexen, such as the Attorneys, received 5% to 15% of these fees. In addition, though Morgan Drexen seems to have performed the majority of debt relief work for consumers, played a predominant role in the creation of marketing materials for the Attorneys, and controlled and managed the consumer files while in business, the Attorneys contend that marketing and debt relief materials and the consumer files “were prepared under the [Attorneys]’ direction and control.” (Attorneys Mot. at 4.)

As a result of the fee-sharing arrangement and contractual relationship between the Attorneys and Morgan Drexen, it appears to the Court that the Attorneys were in “active concert or participation with” Morgan Drexen while Morgan Drexen was collecting illegal up-front fees from Affected Consumers. The majority of the Court’s injunction not only binds Morgan Drexen, but also those “in active concert or participation with” Morgan Drexen. Accordingly, because the Attorneys appear to have been in “active concert or participation” with Morgan Drexen and thus fit within one of Rule 65’s categories of non-parties that are bound by a permanent injunction, the majority of the Court’s permanent injunction order applies equally to the Attorneys as it does to Morgan Drexen.

“Courts of equity may, and frequently do, go much farther both to give and withhold relief in furtherance of the public interest than they are accustomed to go when only private interests are involved,” *Golden State*, 414 U.S. at 179-80. This case involves consumers whose relationships with Morgan Drexen, and, as a result, their relationships with the Attorneys, have already been tainted by Morgan Drexen’s false

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

advertising and illegal fee collection. The Court's permanent injunction was based on the concern that any additional collection of fees from Affected Consumers would only further victimize consumers who have already paid illegal up-front fees for services that they may never have received. Both the Trustee and CFPB have expressed concerns that providing the Attorneys with access to their purported clients' consumer files could result in further victimization of Affected Consumers. Based on these concerns, and for the reasons stated above, the Court believes that the Court's goal of protecting consumers from being further victimized by Morgan Drexen and those who acted in concert or participation with Morgan Drexen would be better served by ensuring that the Attorneys do not have unfettered access to the consumer files for their purported clients. As a result, pursuant to the Court's preliminary injunction order, the Court does not authorize the Trustee to provide the Attorneys with unfettered access to any consumer files or use of the Morgan Drexen software. For the same reasons, the Court will not stay the effect of the injunction for 30 days as the Attorneys have requested.

Nevertheless, the Attorneys assert that approximately 10,000 of the consumers that Morgan Drexen provided debt relief and purported bankruptcy services to were clients of the Attorneys. Because the website created by the Trustee and the letters that will be sent to consumers will direct consumers to contact the Attorneys to request refunds, the Court finds it necessary to provide the Attorneys with copies of their purported clients files and information as suggested by the Trustee. The Attorneys, however, are warned that, even though the Court has not specifically named them in the Court's preliminary injunction order, for the reasons stated above, the Attorneys are bound by the Court's preliminary injunction order to the extent that the Attorneys were in "active concert or participation with" Morgan Drexen and its illegal conduct. Any violation of the terms of the Court's preliminary injunction order by the Attorneys could subject them to contempt proceedings before this Court.

Finally, the Court has yet to make a legal determination that a bona-fide attorney-client relationship currently exists or ever existed between any consumers and attorneys, let alone between the Attorneys and their purported clients. Simply asserting that an

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

attorney-client relationship exists does not make it so. Therefore, the Court will not modify the provisions of the injunction that relate to the disclosure of information in the consumer files on the basis that the consumer files and the information contained within them are subject to the attorney-client or work-product privileges. Nevertheless, in order to avoid confusion for consumers, the Court will allow the Trustee and CFPB to use language such as “your attorney” when communicating with consumers. (*See* Joint Report, Exs. A-C, Doc. 321.)

Accordingly, the Court GRANTS the Attorneys’ Motion and the Trustee’s Application to the extent that the Court will allow the Trustee to provide the Attorneys with copies of the consumer files for the Attorneys’ approximately 10,000 purported consumer clients, at the Attorneys’ expense. The Attorneys remaining requests for relief, however, are DENIED.

B. The Trustee’s and CFPB’s Joint Report

Section VII of the Court’s preliminary injunction order required Morgan Drexen and CFPB to submit a brief report to the Court that included templates of the final version of a publicly available website, a letter to be sent to Affected Consumers, and a letter to be sent to creditors with whom Affected Consumers entered into a debt relief payment plan. (PI Order at 11-14.) On June 30, 2015, the Trustee and CFPB submitted their Joint Report pursuant to the Court’s preliminary injunction order. (Joint Report, Doc. 321.) After reviewing the materials submitted by the parties, the Court approves the requests for relief found in the Joint Report, as well as the templates attached to the Joint Report, with the following changes and modifications to be included in the relevant materials.

First, as discussed above, the Court has approved the Trustee setting up a telephone number for consumers to call so that the Trustee can provide consumers with further information and answer questions regarding the website, letters, and e-mails that the Court previously directed the Trustee to create and disseminate. The Trustee therefore should include this telephone number in the letters and on the website in order

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

to provide consumers with an alternate way to access information on the website or have their questions answered by the Trustee.

Second, the Trustee and CFPB may modify the website should new developments arise or the parties believe that new information should be included in, for example, the Frequently Asked Questions portion of the website. The Trustee and CFPB are to meet and confer prior to making any changes, but, if the parties agree that changes are warranted, they may make such changes without Court approval. However, the parties should submit a brief report to the Court within 3 days of making any material changes to the website. If the Court does not approve the changes that were made, the Court will inform the parties accordingly.

Third, under the second question of the Frequently Asked Questions portion of the website, the proposed second paragraph reads, in relevant part: “Your letter will contain a worksheet that tells you whether you are have any debts that are on a settlement payment plan” (Joint Report, Ex. A at 3.) This sentence instead should read: “Your letter will contain a worksheet that tells you whether you have any debts that are on a settlement payment plan”

The Court’s preliminary injunction order sets outer limits on the timing of the dissemination of information to Affected Consumers and creditors. Yet, the Trustee and CFPB may begin disseminating information to Affected Consumers and creditors sooner, with one caveat. Because the Court allows the Trustee to provide the Attorneys with copies of consumer files and information for their approximately 10,000 purported consumer clients, the Court ORDERS the Trustee and CFPB to delay disseminating any information to Affected Consumers until the Attorneys have had a sufficient opportunity to obtain copies of the relevant consumer files, if they choose. The Court believes that providing the Attorneys with seven days to request and obtain copies of the relevant consumer files will best serve the public interest. Accordingly, the Trustee and CFPB may not disseminate letters to Affected Consumers for at least seven days from the date of this Order. However, the Trustee and CFPB may disseminate letters to creditors and publish the proposed website whenever they see fit.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No.: SACV 13-01267-JLS (JEMx)

Date: July 6, 2015

Title: Consumer Financial Protection Bureau v. Morgan Drexen Inc. et al.

The Court otherwise APPROVES the Trustee's and CFPB's requests and the templates attached to the Status Report.

IV. Conclusion

For the foregoing reasons, the Court GRANTS the Attorneys' Motion to the extent that the Court will allow the Trustee to provide the Attorneys with copies of consumer files and information for their approximately 10,000 purported consumer clients. The Court ORDERS the Trustee and CFPB not to disseminate letters to Affected Consumers for seven days from the date of this Order to allow the Attorneys to request copies of the relevant consumer files and the Trustee to provide the Attorneys with copies of those files, at the Attorneys' expense. The Attorneys remaining requests for relief, however, are DENIED.

The Court GRANTS the Trustee's Application in its entirety. The Court also APPROVES the Trustee's and CFPB's requests found in the Joint Report and the templates attached to the Joint Report, subject to the modifications and directions outlined in this Order.

Initials of Preparer: tg