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JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Case No. 8:19-cv-1728JVS(JDEx)

\_\_\_\_\_ )  
FEDERAL TRADE COMMISSION, )

Plaintiff, )

v. )

STUDENT ADVOCATES TEAM, )  
LLC, a limited liability company; )

PROGRESS ADVOCATES )  
GROUP, LLC, a limited liability )  
company, also dba Student )  
Advocates; )

STUDENT ADVOCATES GROUP, )  
LLC, a limited liability company; )

ASSURANCE SOLUTION )  
SERVICES, LLC, a limited liability )  
company; )

BRADLEY JASON HUNT, an )  
individual; )

SEAN QUINCY LUCERO, an )  
individual; and )  
\_\_\_\_\_ )

STIPULATED ORDER FOR  
PERMANENT INJUNCTION,  
MONETARY RELIEF  
AND FINAL JUDGMENT AS TO  
EQUITABLE ACCEPTANCE  
CORPORATION

1 )  
2 EQUITABLE ACCEPTANCE )  
3 CORPORATION, a corporation, )  
4 Defendants. )  
5 )

---

6 Plaintiff the Federal Trade Commission (“Plaintiff,” “Commission” or  
7 “FTC”) filed its Complaint for Permanent Injunction and Other Equitable Relief  
8 (“Complaint”) in this matter, pursuant to Sections 13(b) and 19 of the Federal  
9 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the  
10 Telemarketing and Consumer Fraud and Abuse Act (“Telemarketing Act”), 15  
11 U.S.C. §§ 6101-6108, and the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601-  
12 1666j. Plaintiff and Defendant Equitable Acceptance Corporation (“EAC”)  
13 stipulate to the entry of this Stipulated Order for Permanent Injunction and  
14 Monetary Relief (“Order”) to resolve all matters in dispute in this action between  
15 them.

16 THEREFORE, IT IS ORDERED as follows:

17 **FINDINGS**

- 18 1. This Court has jurisdiction over this matter.
- 19 2. The Complaint charges that EAC participated in deceptive acts or  
20 practices in violation of the FTC’s Trade Regulation Rule entitled the  
21 Telemarketing Sales Rule (“TSR”), 16 C.F.R. § 310, by providing substantial  
22 assistance or support to Defendants Progress Advocates Group, LLC dba Student  
23 Advocates; Student Advocates Team, LLC; Student Advocates Group, LLC; and  
24 Assurance Solutions Services, LLC (collectively, “Corporate Debt Relief  
25 Defendants”) and individual defendants, Bradley Jason Hunt and Sean Quincy  
26 Lucero, whom EAC allegedly knew, or consciously avoided knowing, were  
27 engaged in violations of the TSR, and charges that these acts or practices are  
28

1 deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. §  
2 310.3(b).

3 3. The Complaint also charges that EAC, in the offering or extension of  
4 credit to consumers for purchase of Corporate Debt Relief Defendants' products or  
5 services, misstated the terms of these loans in violation of the Truth in Lending Act  
6 ("TILA"), 15 U.S.C. §§ 1631 and 1638, and its implementing Regulation Z, 12  
7 C.F.R. §§ 1026.17 and 1026.18.

8 4. EAC neither admits nor denies any of the allegations in the  
9 Complaint, except as specifically stated in this Order. Only for purposes of this  
10 action, EAC admits the facts necessary to establish jurisdiction.

11 5. EAC waives any claim that it may have under the Equal Access to  
12 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through  
13 the date of this Order, and agrees to bear its own costs and attorney fees.

14 6. EAC and Plaintiff waive all rights to appeal or otherwise challenge or  
15 contest the validity of this Order.

## 16 DEFINITIONS

17 A. "**Assisting Others**" includes:

18 1. performing customer service functions, including receiving or  
19 responding to consumer complaints;

20 2. formulating or providing, or arranging for the formulation or  
21 provision of, any advertising or marketing material, including any telephone sales  
22 script, direct mail solicitation, or the design, text, or use of images of any Internet  
23 website, email, or other electronic communication;

24 3. formulating or providing, or arranging for the formulation or  
25 provision of, any marketing support material or service, including web or Internet  
26 Protocol addresses or domain name registration for any Internet websites, affiliate  
27 marketing services, or media placement services;

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1           4.     providing names of, or assisting in the generation of, potential  
2 customers;

3           5.     performing marketing, billing, or payment services of any kind; or

4           6.     acting or serving as an owner, officer, director, manager, or principal  
5 of any entity.

6           B.     **“Consumer Reporting Agency”** or **“CRA”** shall mean any Person  
7 which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly  
8 engages in whole or in part in the practice of assembling or evaluating consumer  
9 credit information or other information on consumers for the purpose of furnishing  
10 consumer reports to third parties, and which uses any means or facility of interstate  
11 commerce for the purpose of preparing or furnishing consumer reports.

12          C.     **“Corporate Debt Relief Defendants”** means Progress Advocates  
13 Group, LLC dba Student Advocates; Student Advocates Team, LLC; Student  
14 Advocates Group, LLC; and Assurance Solutions Services, LLC, individually,  
15 collectively or in any combination.

16          D.     **“Dealer”** means any Person for whom EAC is providing credit  
17 services to consumers for the purchase of that Person’s product or service.

18          E.     **“Debt”** means any obligation or alleged obligation of a consumer to  
19 pay money arising out of a transaction in which the money, property, or services  
20 that are the subject of the transaction are primarily for personal, family, or  
21 household purposes, whether or not such obligation has been reduced to judgment.

22          F.     **“Person”** means a natural person, organization, or other legal entity,  
23 including a corporation, partnership, proprietorship, association, cooperative, or  
24 any other group or combination acting as an entity.

25          G.     **“Secured or Unsecured Debt Relief Product or Service”** means:

26           1.     With respect to any mortgage, loan, Debt, or obligation between a  
27 person and one or more secured or unsecured creditors or debt collectors, any  
28 product, service, plan, or program represented, expressly or by implication, to:

1 a. stop, prevent, or postpone any mortgage or deed of foreclosure  
2 sale for a person's dwelling, any other sale of collateral, any repossession of a  
3 person's dwelling or other collateral, or otherwise save a person's dwelling or  
4 other collateral from foreclosure or repossession;

5 b. negotiate, obtain, or arrange a modification, or renegotiate,  
6 settle, or in any way alter any terms of the mortgage, loan, Debt, or obligation,  
7 including a reduction in the amount of interest, principal balance, monthly  
8 payments, or fees owed by a person to a secured or unsecured creditor or debt  
9 collector;

10 c. obtain any forbearance or modification in the timing of  
11 payments from any secured or unsecured holder or servicer of any mortgage, loan,  
12 Debt, or obligation;

13 d. negotiate, obtain, or arrange any extension of the period of time  
14 within which a person may (i) cure his or her default on the mortgage, loan, Debt,  
15 or obligation, (ii) reinstate his or her mortgage, loan, Debt, or obligation, (iii)  
16 redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the  
17 mortgage, loan, Debt, or obligation or redeem a dwelling or other collateral;

18 e. obtain any waiver of an acceleration clause or balloon payment  
19 contained in any promissory note or contract secured by any dwelling or other  
20 collateral; or

21 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or  
22 other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other disposition of a  
23 mortgage, loan, Debt, or obligation other than a sale to a third party that is not the  
24 secured or unsecured loan holder.

25 The foregoing shall include any manner of claimed assistance, including auditing  
26 or examining a person's application for the mortgage, loan, Debt, or obligation.

1 2. With respect to any loan, Debt, or obligation between a person and  
2 one or more unsecured creditors or debt collectors, any product, service, plan, or  
3 program represented, expressly or by implication, to:

- 4 a. repay one or more unsecured loans, Debts, or obligations; or
- 5 b. combine unsecured loans, Debts, or obligations into one or  
6 more new loans, Debts, or obligations.

7 **I.**

8 **BAN ON SECURED AND UNSECURED**  
9 **DEBT RELIEF PRODUCTS AND SERVICES**

10 IT IS ORDERED that EAC is permanently restrained and enjoined from  
11 financing the purchase of, or Assisting Others in the advertising, marketing,  
12 promoting, offering for sale, selling, financing the purchase of, any Secured or  
13 Unsecured Debt Relief Product or Service.

14 **II.**

15 **PROHIBITION AGAINST MISREPRESENTATIONS**  
16 **RELATING TO FINANCIAL PRODUCTS AND SERVICES**

17 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
18 and attorneys, and all other Persons in active concert or participation with any of  
19 them, who receive actual notice of this Order, whether acting directly or indirectly,  
20 in connection with the advertising, marketing, promoting, offering for sale, or  
21 selling of any financial product or service, are permanently restrained and enjoined  
22 from misrepresenting, or Assisting Others in misrepresenting, expressly or by  
23 implication:

24 A. the terms or rates that are available for any loan or other extension of  
25 credit, including:

- 26 1. closing costs or other fees;
- 27 2. the payment schedule, monthly payment amount(s), any balloon  
28 payment, or other payment terms;

1           3.     the interest rate(s), annual percentage rate(s), or finance charge(s), and  
2 whether they are fixed or adjustable;

3           4.     the loan amount, credit amount, draw amount, or outstanding balance;  
4 the loan term, draw period, or maturity; or any other term of credit;

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

8           6.     whether any specified minimum payment amount covers both interest  
9 and principal, and whether the credit has or can result in negative amortization; or

10          7.     that the credit does not have a prepayment penalty or whether  
11 subsequent refinancing may trigger a prepayment penalty and/or other fees;

12          B.     the ability to improve or otherwise affect a consumer’s credit record,  
13 credit history, credit rating, or ability to obtain credit, including that a consumer’s  
14 credit record, credit history, credit rating, or ability to obtain credit can be  
15 improved by permanently removing current, accurate negative information from  
16 the consumer’s credit record or history;

17          C.     that a consumer will receive legal representation; or

18          D.     any other fact material to consumers concerning any good or service,  
19 such as: the total costs; any material restrictions, limitations, or conditions; or any  
20 material aspect of its performance, efficacy, nature, or central characteristics.

21                                   **III.**

22 **PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO ANY**  
23 **PRODUCTS OR SERVICES**

24           IT IS FURTHER ORDERED that EAC, EAC’s officers, agents, employees,  
25 and attorneys, and all other Persons in active concert or participation with any of  
26 them, who receive actual notice of this Order, whether acting directly or indirectly,  
27 in connection with the advertising, marketing, promoting, offering for sale, or  
28 selling of any product, service, plan, or program, are permanently restrained and

1 enjoined from misrepresenting, or Assisting Others in misrepresenting, expressly  
2 or by implication:

3 A. any material aspect of the nature or terms of any refund, cancellation,  
4 exchange, or repurchase policy, including the likelihood of a consumer obtaining a  
5 full or partial refund, or the circumstances in which a full or partial refund will be  
6 granted to the consumer;

7 B. that any Person is affiliated with, endorsed or approved by, or  
8 otherwise connected to any other Person; government entity; public, non-profit, or  
9 other noncommercial program; or any other program;

10 C. the nature, expertise, position, or job title of any Person who provides  
11 any product, service, plan, or program; or

12 D. any other fact material to consumers concerning any good or service,  
13 such as: the total costs; any material restrictions, limitations, or conditions; or any  
14 material aspect of its performance, efficacy, nature, or central characteristics.

#### 15 IV.

#### 16 REQUIRED DISCLOSURES

17 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
18 and attorneys, and all other Persons in active concert or participation with any of  
19 them, who receive actual notice of this Order, whether acting directly or indirectly,  
20 in connection with the advertising, marketing, promoting, offering, or extension of  
21 credit, are hereby permanently restrained and enjoined from:

22 A. When extending a fixed amount of credit that a consumer is to repay  
23 in one or more installment(s), failing to disclose in writing (electronic or hard-  
24 copy), clearly and conspicuously, and in a form that the consumer may keep,  
25 before the consumer signs the credit agreement, the following information in a  
26 manner reflecting the terms of the legal obligation between the parties:

- 27 1. The identity of the creditor;
- 28 2. The amount financed;



3. The finance charge;
4. The annual percentage rate;
5. The payment schedule;
6. The total of payments; or

B. Violating any provision of the Truth in Lending Act, 15 U.S.C. §§ 1601-1666j, or Regulation Z, 12 C.F.R. Part 1026.

**V.**

**PROHIBITION AGAINST COLLECTING ON CORPORATE DEBT  
RELIEF DEFENDANT ACCOUNTS AND CONSUMER NOTIFICATION**

IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees, and attorneys, 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, are permanently enjoined from attempting to collect, collecting, or assigning any right to collect payment from any consumer on any Debt or extension of credit related to the consumer's purchase from any Corporate Debt Relief Defendant of any product or service (the "Customer Debt"). EAC shall not sell, assign, or otherwise transfer any Customer Debt. For each Customer Debt that EAC has reported to a Consumer Reporting Agency (CRA), EAC shall, within ten (10) business days after entry of this Order, request that each CRA to which the Debt has been reported delete the Debt from the consumer's credit reporting file.

Within ten (10) business days of such request, EAC shall mail a notice to each affected consumer informing the consumer clearly and unambiguously of the following:

- (1) that EAC had extended credit to the consumer in connection with a purchase of student-loan related services that the consumer had made, and identifying the specific Corporate Debt Relief Defendant from which the consumer had made the purchase;

- 1 (2) that, pursuant to an agreement with the Federal Trade Commission,  
2 EAC will not collect or attempt to collect on any debt that the  
3 consumer had incurred as a result of EAC's extension of credit to the  
4 consumer;
- 5 (3) that EAC will not sell, assign or otherwise transfer any outstanding  
6 debt that the consumer owes to EAC;
- 7 (4) that, to remain in any federal student loan payment assistance program  
8 offered by the U.S. Department of Education, and to avoid losing the  
9 benefits of continuous enrollment in such a program, the consumer is  
10 required each year to re-certify, and update certain information to the  
11 Department of Education, and that the consumer should contact the  
12 Department of Education or the consumer's student loan servicer, and  
13 not EAC, for information as to how and when to submit the required  
14 annual re-certification;
- 15 (5) that EAC will no longer report to any information about the  
16 consumer's EAC account to any Consumer Reporting Agency, and  
17 that for each Consumer Reporting Agency to which EAC has  
18 previously reported information about the consumer's account with  
19 EAC, EAC has requested that the CRA delete the account from the  
20 consumer's credit report; and
- 21 (6) the name and contact information for each CRA to which EAC  
22 submitted the request to delete the consumer's account from the  
23 consumer's credit reporting file, and the date on which the request  
24 was sent.

25 EAC shall for one year from the date of this Order, keep (a) all contact information  
26 for each consumer as to whom EAC is required to send the required notice and (b)  
27 the template for the notice that EAC sent to consumers. EAC shall provide the  
28 contact information and template to Plaintiff upon request.

1 **VI.**

2 **MONETARY JUDGMENT AND PARTIAL SUSPENSION**

3 IT IS FURTHER ORDERED that Judgment in the amount of Twenty-Four  
4 Million One Hundred One Thousand Eight Hundred Fifty-Four Dollars  
5 (\$24,101,854) is entered in favor of Plaintiff against Defendant Equitable  
6 Acceptance Corporation as equitable monetary relief.

7 B. EAC is ordered to pay to Plaintiff Eight Hundred Sixty-Three  
8 Thousand Eight Hundred Dollars (\$863,800), which, as EAC stipulates, its  
9 undersigned counsel holds in escrow for no purpose other than payment to the  
10 Commission. Such payment must be made within 7 days of entry of this Order by  
11 electronic fund transfer in accordance with instructions previously provided by a  
12 representative of the Commission. Upon such payment the remainder of the  
13 judgment is suspended, subject to the Subsections below.

14 C. Plaintiffs' agreement to the suspension of the judgment is expressly  
15 premised upon the truthfulness, accuracy and completeness of EAC's sworn  
16 financial statements and related documents (collectively, "EAC Financial  
17 Representations") submitted to the Commission. These documents include:

- 18 1. the Financial Statement of Corporate Defendant Equitable Acceptance  
19 Corporation, signed by Daryl Soeder, on February 18, 2019, including  
20 the attachments; and
- 21 2. all documents that are listed in a letter dated May 2, 2019 sent by FTC  
22 counsel John Jacobs to EAC counsel James Chareq with the subject  
23 line "Equitable Acceptance Corp. / FTC Matter 1723036."

24 D. The suspension of the judgment will be lifted if, upon motion by  
25 Plaintiff, the Court finds that EAC failed to disclose any material asset, materially  
26 misstated the value of any asset, or made any other material misstatement or  
27 omission in the EAC Financial Representations identified above.

1 E. If the suspension of the judgment is lifted, the judgment becomes  
2 immediately due in the amount specified in Subsection A. above (which the parties  
3 stipulate only for purposes of this Section represents the consumer injury alleged in  
4 the Complaint), less any payment previously made pursuant to this Section, plus  
5 interest computed from the date of entry of this Order.

## 6 VII.

### 7 ADDITIONAL MONETARY PROVISIONS

8 IT IS FURTHER ORDERED that:

9 A. EAC relinquishes dominion and all legal and equitable right, title, and  
10 interest in all assets transferred pursuant to this Order and may not seek the return  
11 of any assets.

12 B. The facts alleged in the Complaint will be taken as true, without  
13 further proof, in any subsequent civil litigation by or on behalf of Plaintiff,  
14 including in a proceeding to enforce its rights to any payment or monetary  
15 judgment pursuant to this Order, such as a nondischargeability complaint in any  
16 bankruptcy case.

17 C. The facts alleged in the Complaint establish all elements necessary to  
18 sustain an action by Plaintiff pursuant to Section 523(a)(2)(A) of the Bankruptcy  
19 Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect  
20 for such purposes.

21 D. EAC acknowledges that its Taxpayer Identification Number, which  
22 EAC previously submitted to Plaintiff, may be used for collecting and reporting on  
23 any delinquent amount arising out of this Order, in accordance with 31 U.S.C.  
24 §7701.

25 E. All money paid to Plaintiff pursuant to this Order may be deposited  
26 into a fund administered by the Plaintiff Federal Trade Commission or its designee  
27 to be used for equitable relief, including consumer redress and any attendant  
28 expenses for the administration of any redress fund. If Plaintiff decides that direct

1 redress to consumers is wholly or partially impracticable or money remains after  
2 redress is completed, all remaining funds will be deposited to the U.S. Treasury as  
3 disgorgement. EAC has no right to challenge any actions Plaintiff or its  
4 representatives may take pursuant to this Subsection.

5 **VIII.**  
6 **COOPERATION**

7 IT IS FURTHER ORDERED that EAC must fully cooperate with  
8 representatives of Plaintiff in this case and any investigation related to or  
9 associated with the transactions or occurrences that are the subject of the  
10 Complaint. EAC must provide truthful and complete information, evidence and  
11 testimony. EAC must cause its officers, employees, representatives, or agents to  
12 appear for interviews, discovery, hearings, trials, and any other proceeding that a  
13 representative of Plaintiff may reasonably request upon 5 days written notice, or  
14 other reasonable notice, at such places and times as the representative may  
15 designate, without the service of a subpoena.

16 **IX.**  
17 **CUSTOMER INFORMATION**

18 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
19 attorneys, and all other Persons or entities in active concert or participation with  
20 any of them, who receive actual notice of this Order, are permanently restrained  
21 and enjoined from directly or indirectly:

22 A. failing to provide sufficient customer information to enable Plaintiff  
23 to efficiently administer consumer redress. If a representative of Plaintiff requests  
24 in writing any information related to redress, EAC must provide it, in the form  
25 prescribed by that Plaintiff, within 14 days;

26 B. disclosing, using, or benefitting from any information relating to any  
27 customer of any Corporate Debt Relief Defendant that EAC obtained prior to entry  
28 of this Order, including the name, address, telephone number, email address, social

1 security number, FSA ID, other identifying information, or any data that enables  
2 access to a customer's account (including a student loan account, credit card, bank  
3 account, or other financial account); and

4 C. failing to destroy Corporate Debt Relief Defendant customer  
5 information in all forms in EAC's possession, custody, or control within 30 days  
6 after receipt of written direction to do so from a representative of Plaintiff.

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

10 **X.**

11 **ORDER ACKNOWLEDGMENTS**

12 IT IS FURTHER ORDERED that EAC obtain acknowledgments of receipt  
13 of this Order:

14 A. EAC within 7 days of entry of this Order, must submit to Plaintiff an  
15 acknowledgment of receipt of this Order sworn under penalty of perjury.

16 B. For five 5 years after entry of this Order, EAC for any business that it  
17 is the majority owner or controls directly or indirectly must deliver a copy of this  
18 Order to: (1) all principals, officers, directors, and LLC managers and members;  
19 (2) all employees, agents, and representatives who participate in conduct related to  
20 the subject matter of the Order; (3) all Dealers with whom EAC is engaged in a  
21 business relationship; and (4) any business entity resulting from any change in  
22 structure as set forth in the Section titled Compliance Reporting. Delivery must  
23 occur within 7 days of entry of this Order for current personnel. For all others,  
24 delivery must occur before they assume their responsibilities.

25 C. From each Person to which EAC delivered a copy of this Order, EAC  
26 must obtain, within 30 days, a signed and dated acknowledgment of receipt of this  
27 Order.

1 **XI.**

2 **COMPLIANCE REPORTING**

3 IT IS FURTHER ORDERED that EAC make timely submissions to  
4 Plaintiff:

5 A. One year after entry of this Order, EAC must submit a compliance  
6 report, sworn under penalty of perjury:

7 1. EAC must: (a) identify the primary physical, postal, and email address  
8 and telephone number, as designated points of contact, which representatives of  
9 Plaintiff may use to communicate with EAC; (b) identify all of EAC's businesses  
10 by all of their names, telephone numbers, and physical, postal, email, and Internet  
11 addresses; (c) describe the activities of each business, including the goods and  
12 services offered, the means of advertising, marketing, and sales, and the  
13 involvement of any other defendant in this proceeding; (d) describe in detail  
14 whether and how EAC is in compliance with each Section of this Order; and (e)  
15 provide a copy of each Order Acknowledgment obtained pursuant to this Order,  
16 unless previously submitted to Plaintiff.

17 B. For 20 years after entry of this Order, EAC must submit a compliance  
18 notice, sworn under penalty of perjury, within 14 days of any change in the  
19 following:

20 1. EAC must report any change in: (a) any designated point of contact;  
21 or (b) the structure of EAC or any entity that EAC has any ownership interest in or  
22 controls directly or indirectly that may affect compliance obligations arising under  
23 this Order, including: creation, merger, sale, or dissolution of the entity or any  
24 subsidiary, parent, or affiliate that engages in any acts or practices subject to this  
25 Order.

26 C. EAC must submit to the Plaintiff notice of the filing of any  
27 bankruptcy petition, insolvency proceeding, or similar proceeding by or against  
28 EAC within 14 days of its filing.

1 D. Any submission to Plaintiff required by this Order to be sworn under  
2 penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,  
3 such as by concluding: “I declare under penalty of perjury under the laws of the  
4 United States of America that the foregoing is true and correct. Executed on:  
5 \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and  
6 signature.

7 E. Unless otherwise directed by a Commission representative in writing,  
8 all submissions to the Federal Trade Commission pursuant to this Order must be  
9 emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal  
10 Service) to: Associate Director for Enforcement, Bureau of Consumer Protection,  
11 Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC  
12 20580. The subject line must begin: FTC v. Progress Advocates Group, LLC.

## 13 XII.

### 14 RECORDKEEPING

15 IT IS FURTHER ORDERED that EAC must create certain records for 20  
16 years after entry of the Order, and retain each such records for 5 years.  
17 Specifically, for any business that EAC is a majority owner or controls directly or  
18 indirectly, must create and retain the following records:

19 A. accounting records showing the revenues from all goods or services  
20 sold;

21 B. personnel records showing, for each person providing services,  
22 whether as an employee or otherwise, that person’s: name; addresses; telephone  
23 numbers; job title or position; dates of service; and (if applicable) the reason for  
24 termination;

25 C. records of all consumer complaints and refund requests, whether  
26 received directly or indirectly, such as through a third party, and any response;

27 D. all records necessary to demonstrate full compliance with each  
28 provision of this Order, including all submissions to the Plaintiff; and



1 E. a copy of each unique advertisement or other marketing material.

2 **XIII.**

3 **COMPLIANCE MONITORING**

4 IT IS FURTHER ORDERED that, for the purpose of monitoring EAC's  
5 compliance with this Order, including the financial representations upon which  
6 part of the judgment was suspended and any failure to transfer any assets as  
7 required by this Order:

8 A. Within 14 days of receipt of a written request from a representative of  
9 Plaintiff, EAC must: submit additional compliance reports or other requested  
10 information, which must be sworn under penalty of perjury; appear for depositions;  
11 and produce documents for inspection and copying. Plaintiff is also authorized to  
12 obtain discovery, without further leave of court, using any of the procedures  
13 prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic  
14 depositions), 31, 33, 34, 36, 45, and 69.

15 B. For matters concerning this Order, Plaintiff is authorized to  
16 communicate directly with EAC. EAC must permit representatives of Plaintiff to  
17 interview any employee or other person affiliated with EAC who has agreed to  
18 such an interview. The person interviewed may have counsel present.

19 C. Plaintiff may use all other lawful means, including posing, through its  
20 representatives as consumers, suppliers, or other individuals or entities, to EAC or  
21 any individual or entity affiliated with EAC, without the necessity of identification  
22 or prior notice. Nothing in this Order limits the Commission's lawful use of  
23 compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§  
24 49, 57b-1.

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**XIV.**

**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

SO ORDERED, this 12th day of September, 2019.



United States District Judge