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16 *Additional Counsel for Plaintiffs Listed on Next Page

17
18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 Bureau of Consumer Financial
21 Protection, et al.,

22 Plaintiffs,

23 v.

24 Consumer Advocacy Center Inc., d/b/a
25 Premier Student Loan Center, et al.,

26 Defendants.
27

CASE NO. 8:19-cv-01998 MWF (KS)

**STIPULATION AS TO ENTRY OF
FINAL JUDGMENT AND ORDER
AS TO RELIEF DEFENDANT
SARAH KIM**

Court: Hon. Michael W. Fitzgerald
Courtroom 5A

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28 *Attorneys for Plaintiff the People of the State of California*

1 **STIPULATION AS TO ENTRY OF FINAL JUDGMENT AND ORDER AS**
2 **TO RELIEF DEFENDANT SARAH KIM**

3 Plaintiffs the Bureau of Consumer Financial Protection (Bureau), the State
4 of Minnesota, the State of North Carolina, and the People of the State of California
5 (collectively, Plaintiffs) commenced this civil action on October 21, 2019, filed an
6 amended complaint on February 24, 2020, a second amended complaint on April
7 20, 2021, and a third amended complaint (Third Amended Complaint) on August
8 5, 2021, to obtain permanent injunctive relief, damages, rescission or reformation
9 of contracts, refunds of moneys paid, restitution, disgorgement or compensation for
10 unjust enrichment, civil money penalties, and other monetary and equitable relief
11 from: (1) Defendants Consumer Advocacy Center Inc., d/b/a Premier Student Loan
12 Center; True Count Staffing Inc., d/b/a SL Account Management; Prime
13 Consulting LLC, d/b/a Financial Preparation Services; TAS 2019 LLC, d/b/a
14 Trusted Account Services; Horizon Consultants LLC; First Priority LLC, d/b/a
15 Priority Account Management; Albert Kim; Kaine Wen in his individual capacity
16 and as trustee of the Kaine Wen 2017 Trust; and Tuong Nguyen; and (2) Relief
17 Defendants Infinite Management Corp., f/k/a Infinite Management Solutions Inc.;
18 Hold the Door, Corp.; TN Accounting Inc.; Mice and Men LLC; Sarah Kim; 1st
19 Generation Holdings, LLC; Anan Enterprise, Inc.; and Judy Dai in her individual
20 capacity and as trustee of the Judy Dai 2017 Trust.

21 The Third Amended Complaint alleges violations of sections 1031(a) and
22 1036(a) of the Consumer Financial Protection Act of 2010, 12 U.S.C. §§ 5531(a),
23 5536(a); the Telemarketing and Consumer Fraud and Abuse Prevention Act,
24 15 U.S.C. § 6102(c)(2), based on alleged violations of the Telemarketing Sales
25 Rule, 16 C.F.R. pt. 310; the Minnesota Prevention of Consumer Fraud Act, Minn.
26 Stat. §§ 325F.68-.694; the Minnesota Uniform Deceptive Trade Practices Act,
27 Minn. Stat. §§ 325D.43-.48; the North Carolina Debt Adjusting Act, N.C. Gen.

1 Stat. § 14-423 *et seq.*; the North Carolina Telephonic Seller Registration Act, N.C.
2 Gen. Stat. § 66-260 *et seq.*; the North Carolina Unfair and Deceptive Practices Act,
3 N.C. Gen. Stat. § 75-1.1; and the California Unfair Competition Law, Cal. Bus. &
4 Prof. Code § 17200 *et seq.* in connection with the above-named defendants’
5 marketing and sale of debt-relief services. The Third Amended Complaint also
6 includes claims for avoidance of fraudulent transfers under the Federal Debt
7 Collection Procedures Act, 28 U.S.C. §§ 3001-3308, and the California Uniform
8 Voidable Transactions Act, Cal Civ. Code §§ 3439-3439.14.

9 The (1) Plaintiffs and (2) Relief Defendant Sarah Kim (Settling Relief
10 Defendant) stipulate to the entry of a stipulated final judgment and order, lodged
11 concurrently with this stipulation, with the following terms and provisions:

12 **FINDINGS**

13 1. This Court has jurisdiction over the parties and the subject matter of
14 this action.

15 2. Settling Relief Defendant neither admits nor denies the allegations in
16 the Third Amended Complaint, except as specifically stated herein. For purposes
17 of this Order, Settling Relief Defendant admits the facts necessary to establish the
18 Court’s jurisdiction over Settling Relief Defendant and the subject matter of this
19 action.

20 3. Settling Relief Defendant waives all rights to seek judicial review or
21 otherwise challenge or contest the validity of this Order and any claim she may
22 have under the Equal Access to Justice Act, 28 U.S.C § 2412, concerning the
23 prosecution of this action to the date of this Order. Each Party agrees to bear its
24 own costs and expenses, including, without limitation, attorneys’ fees.

25 4. Entry of this Order is in the public interest.
26
27
28

DEFINITIONS

The following definitions apply to this Order:

5. “Affected Consumers” includes any consumer who paid Defendants or their officers, agents, servants, employees, or attorneys for any Debt-Relief Service from November 2, 2015, to October 23, 2019.

6. “Assets” means any legal or equitable interest in, right to, or claim to any real, personal, or intellectual property owned or controlled by, or held, in whole or in part for the benefit of, or subject to access by any Defendant or Relief Defendant, wherever located, whether in the United States or abroad. This includes, but is not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliverables, shares of stock, commodities, futures, inventory, checks, notes, accounts, credits, receivables (as those terms are defined in the Uniform Commercial Code), funds, cash, and trusts.

7. “Bureau” means the Bureau of Consumer Financial Protection.

8. “Defendants” means Corporate Defendants and Individual Defendants, individually, collectively, or in any combination, and each of them by whatever names each might be known;

a. “Corporate Defendants” means Consumer Advocacy Center Inc., True Count Staffing Inc., Prime Consulting LLC, TAS 2019 LLC, Horizon Consultants LLC, and First Priority LLC, collectively, or in any combination, and their successors and assigns, and each of them by any other names by which they might be known, including South Coast Financial Center, Direct Account Services, Financial Loan Advisors, Account Preparation Services, Administrative Financial, Tangible Savings Solutions, Coastal Shores Financial Group, First Choice Financial Centre (a/k/a First Choice Financial

1 Center), Administrative Account Services, Primary Account
2 Solutions, Prime Document Services, Financial Accounting Center,
3 Doc Management Solutions, ALW Loans, Administrative Accounting
4 Center, Best Choice Financial Center, First Document Services,
5 Global Direct Accounting Solutions, Keystone Document Center,
6 Pacific Palm Financial Group, Pacific Shores Advisory, Sequoia
7 Account Management, Signature Loan Solutions, Yellowstone
8 Account Services, ClearStudentLoanDebt, Clear Student Loan Debt,
9 Trusted Account Services, Premier Student Loan Center, and Priority
10 Account Management;

11 b. “Individual Defendants” means Albert Kim, a/k/a Albert King;
12 Kaine Wen, a/k/a Wenting Kaine Dai, Wen-Ting Dai, Wen Ting Dai,
13 Kaine Dai, and Kaine Wen Dai, in his individual capacity and as
14 trustee of the Kaine Wen 2017 Trust; and Tuong Nguyen, a/k/a Tom
15 Nelson, collectively, or in any combination, and each of them by any
16 other names by which they might be known;

17 c. “Receivership Defendants” means True Count Staffing Inc.,
18 Prime Consulting LLC, TAS 2019 LLC, Horizon Consultants LLC,
19 and First Priority LLC, collectively, or in any combination, and their
20 successors and assigns;

21 d. “Relief Defendants” means:

22 i. Infinite Management Corp., f/k/a Infinite Management
23 Solutions Inc.; Hold the Door, Corp.; TN Accounting Inc.; Mice
24 and Men LLC; 1st Generation Holdings, LLC; and Anan
25 Enterprise, Inc., collectively, or in any combination, and their
26 successors and assigns, and each of them by any other names by
27 which they might be known; and

1 ii. Sarah Kim and Judy Dai, in her individual capacity and
2 as trustee of the Judy Dai 2017 Trust, and any other names by
3 which each of them might be known.

4 9. “Debt-Relief Service” means any program or service represented,
5 directly or by implication, to renegotiate, settle, or in any way alter the terms of
6 payment or other terms of the debt between a consumer and one or more unsecured
7 creditors or debt collectors, including but not limited to, a reduction in the balance,
8 interest rate, or fees owed by a consumer to an unsecured creditor or debt collector.

9 10. “Effective Date” means the date on which this Order is entered by the
10 Court.

11 11. “Enforcement Director” means the Assistant Director of the Office of
12 Enforcement for the Bureau of Consumer Financial Protection, or his or her
13 delegate.

14 12. “Person” means an individual, partnership, company, corporation,
15 association (incorporated or unincorporated), trust, estate, cooperative
16 organization, or other entity.

17 13. “Plaintiffs” means the Bureau of Consumer Financial Protection, the
18 State of Minnesota, the State of North Carolina, and the People of the State of
19 California, collectively, or in any combination.

20 14. “Receiver” means Thomas W. McNamara.

21 15. “Related Consumer Action” means a private action by or on behalf of
22 one or more consumers or an enforcement action by another governmental agency
23 brought against Settling Relief Defendant based on substantially the same facts as
24 described in the Third Amended Complaint.

25 16. “Settling Relief Defendant” means Relief Defendant Sarah Kim, and
26 any other names by which she may be known.
27

1 **MONETARY PROVISIONS**

2 **I**

3 **Order to Pay Redress**

4 **It is FURTHER ORDERED that:**

5 17. A judgment for monetary relief is entered in favor of the Bureau and
6 against Settling Relief Defendant in the amount of \$483,662.60.

7 18. Within 21 days of the Effective Date, Settling Relief Defendant must
8 pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and
9 according to the Bureau's wiring instructions, \$85,000 in partial satisfaction of the
10 judgment as ordered in Paragraph 17.

11 19. Settling Relief Defendant hereby grants to the Bureau all rights and
12 claims she has to the following Assets, as described in the Financial Disclosure
13 Form for Individual Defendant Sarah Kim, executed on September 20, 2020, and
14 submitted to the Bureau on October 9, 2020, including attachments:

- 15 a. Bentley Continental 2016, VIN ending in 2027;
- 16 b. 2016 Mercedes-Benz G550w4, VIN ending in 5457;
- 17 c. Rolex Day-Date Presidential watch;
- 18 d. 3 carat solitaire diamond engagement ring; and
- 19 e. Gucci earrings.

20 20. Within 7 days of entry of this Order, Settling Relief Defendant is
21 ordered to deliver and relinquish to the Receiver, or to his designated agent,
22 possession, custody, and control of Settling Relief Defendant's Assets identified in
23 Paragraph 19.

24 21. Settling Relief Defendant shall cooperate fully with the Receiver and
25 shall execute any instrument or document presented by the Receiver, and take any
26 other actions the Receiver deems necessary or appropriate to effect the transfers
27

1 and liquidation required by Paragraphs 19-20, and 44. All property described in
2 Paragraph 19 shall constitute Assets of the receivership estate.

3 22. Settling Relief Defendant's full compliance with Paragraphs 18-21
4 shall fully satisfy the judgment entered against her in Paragraph 17.

5 23. Any funds received by the Bureau in satisfaction of this judgment will
6 be deposited into a fund or funds administered by the Bureau or to the Bureau's
7 agent according to applicable statutes and regulations to be used for redress for
8 Affected Consumers, including, but not limited to, refund of moneys, restitution,
9 damages, or other monetary relief, and for any attendant expenses for the
10 administration of any such redress.

11 24. If the Bureau determines, in its sole discretion, that providing redress
12 to consumers is wholly or partially impracticable or if funds remain after the
13 administration of redress is completed, the Bureau will deposit any remaining
14 funds in the U.S. Treasury as disgorgement. Defendant will have no right to
15 challenge the Bureau's choice of remedies under this Section, and will have no
16 right to contest the manner of distribution chosen by the Bureau.

17 25. Payment of redress to any Affected Consumer under this Order may
18 not be conditioned on that Affected Consumer waiving any right.

19 II

20 Additional Monetary Provisions

21 **It is FURTHER ORDERED that:**

22 26. In the event of any default on Settling Relief Defendant's obligations
23 to make payment under this Order, interest, computed under 28 U.S.C. § 1961, as
24 amended, will accrue on any outstanding amounts not paid from the date of default
25 to the date of payment, and will immediately become due and payable.

26 27. Settling Relief Defendant relinquishes all dominion, control, and title
27 to the funds and all other Assets transferred or paid under this Order to the fullest
28

1 extent permitted by law and no part of the funds or other Assets may be returned to
2 Settling Relief Defendant.

3 28. The facts alleged in the Third Amended Complaint will be taken as
4 true and given collateral estoppel effect, without further proof, in any proceeding
5 based on the entry of the Order, or in any subsequent civil litigation by or on behalf
6 of the Plaintiffs, including in a proceeding to enforce their rights to any payment or
7 monetary judgment under this Order, such as a non-dischargeability complaint in
8 any bankruptcy case.

9 29. The facts alleged in the Third Amended Complaint establish all
10 elements necessary to sustain an action by the Plaintiffs under section 523(a)(2)(A)
11 of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and for such purposes this
12 Order will have collateral estoppel effect against Settling Relief Defendant, even in
13 her capacity as a debtor-in-possession.

14 30. Under 31 U.S.C. § 7701, Settling Relief Defendant, unless she has
15 already done so, must furnish to Plaintiffs any taxpayer-identification numbers
16 associated with her, which may be used for purposes of collecting and reporting on
17 any delinquent amount arising out of this Order.

18 31. Within 30 days of the entry of a final judgment, order, or settlement in
19 a Related Consumer Action, Settling Relief Defendant must notify the
20 Enforcement Director of the final judgment, order, or settlement in writing. That
21 notification must indicate the amount of redress, if any, that the Settling Relief
22 Defendant paid or is required to pay to consumers and describe the consumers or
23 classes of consumers to whom that redress has been or will be paid.

24 III

25 Lifting of Asset Freeze

26 **It is FURTHER ORDERED that:**

27 32. The freeze on the Assets listed in Paragraphs 18 and 19 is modified to
28

1 permit payment of the judgment identified in Section I of this Order. Upon Settling
2 Relief Defendant's completion of all payments and other obligations identified in
3 Section I of this Order, the freeze of the Assets listed at Paragraphs 18 and 19
4 pursuant to the Preliminary Injunction entered on November 15, 2019 (ECF No.
5 103), shall be dissolved.

6 COMPLIANCE PROVISIONS

7 IV

8 Reporting Requirements

9 **It is FURTHER ORDERED that:**

10 33. Within seven days of the Effective Date, Settling Relief Defendant
11 must designate at least one telephone number and email, physical, and postal
12 address as points of contact, which the Bureau may use to communicate with her.

13 34. For three years from the Effective Date, Settling Relief Defendant
14 must report any change in the information required to be submitted under
15 Paragraph 33 at least 30 days before the change or as soon as practicable after
16 learning about the change, whichever is sooner.

17 V

18 Recordkeeping

19 **It is FURTHER ORDERED that:**

20 35. Settling Relief Defendant must create and maintain records necessary
21 to demonstrate full compliance with each provision of this Order, including related
22 to the liquidation of Assets for payment toward the judgment under Paragraph 17.
23 Settling Relief Defendant must retain these records for at least five years after
24 creation and make them available to any Plaintiff upon request.

1 **VI**

2 **Notices**

3 **It is FURTHER ORDERED that:**

4 36. Unless otherwise directed in writing by the Bureau, Settling Relief
5 Defendant must provide all submissions, requests, communications, or other
6 documents relating to this Order in writing, with the subject line, “*CFPB, et al., v.*
7 *CAC, et al.*, Case No. 8:19-cv-01998-MWF-KS” and send them by overnight
8 courier or first-class mail to the below address and contemporaneously by email to
9 Enforcement_Compliance@cfpb.gov:

10 Assistant Director for Enforcement
11 Bureau of Consumer Financial Protection
12 ATTENTION: Office of Enforcement
13 1700 G Street, N.W.
14 Washington, D.C. 20552

15 37. Unless otherwise directed by a representative of the State of
16 Minnesota in writing, all submissions to the State of Minnesota pursuant to this
17 Order must be sent by overnight courier or first-class mail to the below address and
18 contemporaneously by email to evan.romanoff@ag.state.mn.us:

19 Evan Romanoff, Assistant Attorney General
20 Office of the Minnesota Attorney General
21 445 Minnesota Street, Suite 1200
22 St. Paul, Minnesota 55101

23 38. Unless otherwise directed by a representative of the State of North
24 Carolina in writing, all submissions to the State of North Carolina pursuant to this
25 Order must be sent by overnight courier or first-class mail to the below address and
26 contemporaneously by email to lweaver@ncdoj.gov:

27 M. Lynne Weaver, Special Deputy Attorney General

1 North Carolina Department of Justice
2 114 W. Edenton Street
3 Raleigh, North Carolina 27603

4 39. Unless otherwise directed by the State of California in writing, all
5 submissions to the State of California pursuant to this Order must be sent by
6 overnight courier or first-class mail to the below address and contemporaneously
7 by email to christina.tusan@lacity.org:

8 Christina Tusan
9 Supervising Deputy City Attorney
10 Los Angeles City Attorney's Office
11 200 N. Main Street, 5th Floor
12 Los Angeles, CA 90012

13 **VII**

14 **Cooperation with Plaintiffs**

15 **It is FURTHER ORDERED that:**

16 40. Settling Relief Defendant must cooperate fully to help Plaintiffs
17 determine the identity, location, and contact information of any Defendant and any
18 Person who might have contact information for any Defendant or identity and
19 location of Assets of any Defendant. Settling Relief Defendant must provide such
20 information in her or her agents' possession or control within 14 days of receiving
21 a written request from any Plaintiff.

22 **VIII**

23 **Compliance Monitoring**

24 **It is FURTHER ORDERED that,** to monitor Settling Relief Defendant's
25 compliance with this Order:

26 41. Within 14 days of receipt of a written request from any Plaintiff,
27 Settling Relief Defendant must submit the requested information, which must be

1 made under penalty of perjury; provide sworn testimony; or produce documents.

2 42. For purposes of this Section, Plaintiffs may communicate directly
3 with Settling Relief Defendant, unless the Settling Relief Defendant retains counsel
4 related to these communications.

5 **IX**

6 **Receivership**

7 43. The receivership imposed by this Court shall continue in the manner
8 set forth in the Preliminary Injunction issued on November 15, 2019 (ECF 103), as
9 to all Defendants and Relief Defendants, except to the extent modified by this
10 Section and Section III, and the Receiver shall continue to have the full powers of
11 an equity receiver, as an agent of the Court, pursuant to Sections XIV and XV of
12 the Preliminary Injunction, which shall remain in effect until further order of the
13 Court.

14 44. Upon receipt of the Assets identified in Paragraph 19, and subject to
15 Paragraph 45, the Receiver shall promptly take all steps necessary to liquidate
16 those Assets using any commercially reasonable means, including auction and/or
17 private sale, and all such sales shall be deemed authorized and approved under 28
18 U.S.C. § 2004 without further notice, hearing, or court order. After any such
19 liquidation, the Receiver shall remit the net proceeds to the Bureau or its
20 designated representative as payment toward the monetary judgment entered
21 against Settling Relief Defendant within 21 days of each such sale or liquidation,
22 subject to Paragraph 46.

23 45. The Receiver may abandon, without further court order, any Asset
24 identified in Paragraph 19 that he deems in his discretion to be of inconsequential
25 or no value.

26 46. The Receiver and his representatives shall continue to be entitled to
27 reasonable compensation for the performance of their duties pursuant to this Order
28

1 from the Assets of the Receivership Defendants. The Receiver and his
2 representatives shall not increase their hourly rates without prior approval of the
3 Court.

4 **X**

5 **Retention of Jurisdiction**

6 **It is FURTHER ORDERED that:**

7 47. The Court will retain jurisdiction of this matter for the purpose of
8 enforcing this Order.

9
10 **SO STIPULATED AND AGREED:**

11 Respectfully submitted,

12 Dated: May 19, 2022

13 By: /s/ Jesse Stewart
14 Jesse Stewart (NY Bar No. 5145495)
15 (admitted *pro hac vice*)
16 1700 G Street NW
17 Washington, DC 20552
18 Tel.: (202) 435-9641
19 Fax: (844) 826-5016
20 Email: jesse.stewart@cfpb.gov
21 *Attorney for Plaintiff Bureau of Consumer*
22 *Financial Protection*

23 Dated: May 19, 2022

24 By: /s/ M. Lynne Weaver
25 M. Lynne Weaver (NC Bar No. 19397)
26 (admitted *pro hac vice*)
27 Special Deputy Attorney General
28 North Carolina Department of Justice
114 W. Edenton St.
Raleigh, NC 27603
Tel.: (919) 716-6039
Email: lweaver@ncdoj.gov
Attorney for Plaintiff
State of North Carolina

1 Dated: May 19, 2022

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Attorney for Plaintiff
State of Minnesota

8 Dated: May 19, 2022

By: /s/ Christina Tusan
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Tel.: (213) 473-6908
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Attorney for Plaintiff the People of the State
of California

16 Dated: May 20, 2022

By: /s/ Julian Burns King
Julian Burns King
King & Siegel LLP
724 South Spring Street, Suite 201
Los Angeles, CA 90014
Tel.: (213) 465-4802
Email: julian@kingsiegel.com
Attorney for Relief Defendant Sarah Kim

23 I, Jesse Stewart, attest that all other signatories listed, and on whose behalf the
24 filing is submitted, concur in the filing's content and have authorized the filing.

25 /s/ Jesse Stewart
26 Jesse Stewart