

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Consumer Financial Protection Bureau,

Plaintiff,

V.

Judith Noh d/b/a Student Loan Pro, Judith Noh as an individual, and Syed Faisal Gilani,

Defendants, and

FNZA Marketing, LLC,

Relief Defendant.

Case No. SACV 8:21-cv-00488-JWH (ADSx)

**[PROPOSED] STIPULATED
JUDGMENT AND ORDER
AS TO DEFENDANTS
JUDITH NOH AND
STUDENT LOAN PRO**

Plaintiff Consumer Financial Protection Bureau (“Bureau”) commenced this civil action on March 16, 2021 with a Complaint to obtain injunctive and monetary relief and civil penalties from Defendants Judith Noh d/b/a Student Loan Pro (“Student Loan Pro”), Judith Noh as an individual (“Noh”), Syed Faisal Gilani (“Gilani”), and disgorgement from Relief Defendant FNZA Marketing, LLC (“FNZA”). The Complaint alleges violations of the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, and of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5536(a), 5564, 5565, in connection with the telemarketing and sale of debt-relief services by Student Loan Pro.

The Bureau and Defendants Noh and Student Loan Pro agree to the entry of this Stipulated Final Judgment and Order (“Order”), without adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the conduct alleged in the Complaint.

THEREFORE, IT IS ORDERED as follows:

I.

Findings

1. This Court has jurisdiction over the parties and the subject matter of this action and venue is proper in this jurisdiction under 28 U.S.C. § 1391(b) and (c), and 12 U.S.C. § 5564(f).

2. Defendant Noh is the sole proprietor of Student Loan Pro, a fictitious business name registered in Orange County, California.

3. Defendants Noh and Student Loan Pro neither admit nor deny the allegations in the Complaint, except as specified in this Order. For purposes of this Order, Defendants Noh and Student Loan Pro admit the facts necessary to establish the Court's jurisdiction over them and the subject matter of this action.

4. The Complaint alleges claims upon which relief may be granted.

5. The relief provided in this Order is appropriate and available pursuant to sections 1054 and 1055 of the CFPA, 12 U.S.C. §§ 5564 and 5565.

6. From September 2015 to November 6, 2019, in the course of telemarketing and providing, offering to provide, or arranging for others to provide a Debt-Relief Service, namely the consolidation and modification of consumers' federal student loans, Defendant Student Loan Pro requested and received payment of fees or consideration from consumers before: (a) Student Loan Pro renegotiated, settled, reduced, or otherwise altered the terms of one debt for the consumer pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the consumer; and (b) the consumer made at least one payment pursuant to that agreement.

7. Defendant Noh designated Defendant Gilani as a co-signatory on all of Defendant Student Loan Pro's bank accounts and merchant accounts and allowed him to exercise financial and managerial authority over the business of Student Loan Pro, including setting the amount and timing of fees and withdrawing and transferring funds from Student Loan Pro's bank accounts to Relief Defendant FNZA for Gilani's personal use.

8. The acts and practices of Defendants Noh and Student Loan Pro alleged in the Complaint resulted in harm to Affected Consumers equal to \$3,437,251.40 in illegal

1 advance fees paid to Student Loan Pro, after subtracting consumer chargebacks and
2 refunds made by Student Loan Pro.

3 9. Defendant Student Loan Pro ceased operations in November 2019 and has
4 no remaining funds or assets.

5 10. Defendants Noh and Student Loan Pro waive all rights to seek judicial
6 review or otherwise challenge or contest the validity of this Order and any claim they
7 may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the
8 prosecution of this action to the date of this Order. Each party agrees to bear its own
9 costs and expenses, including, without limitation, attorneys' fees.

10 11. Entry of this Order is in the public interest.

II.

Definitions

12 13. 12. The following definitions apply to this Order:

- 14 a) “Affected Consumer” means a consumer who paid a fee to Student
15 Loan Pro from September 1, 2015 to November 6, 2019.
- 16 b) “Assist[ing] Others” includes, but is not limited to:
 - 17 i. consulting in any form whatsoever;
 - 18 ii. providing paralegal or administrative support services;
 - 19 iii. performing customer service functions, including but not
20 limited to, receiving or responding to consumer complaints;
 - 21 iv. formulating or providing, or arranging for the formulation or
22 provision of, any advertising or marketing material, including but
23 not limited to, any telephone sales script, direct mail solicitation, or
24 the text of any Internet website, email, or other electronic
25 communication or advertisement;
 - 26 v. formulating or providing, or arranging for the formulation or
27 provision of, any marketing support material or service, including
28 but not limited to, web or Internet Protocol addresses or domain
name registration for any Internet websites, affiliate marketing
services, or media placement services;

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

3 vii. performing marketing, billing, or payment services of any
4 kind; and

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

7 c) “Consumer Financial Product or Service” is synonymous in meaning
8 and equal in scope to the definition of the term, as of the Effective
9 Date, in section 1002(5) of the CFPB, 12 U.S.C. § 5481(5), and,
10 subject to applicable restrictions contained in the CFPB, includes, but
11 is not limited to:

12 i. engaging in deposit-taking activities, transmitting or
13 exchanging funds, or otherwise acting as a custodian of funds or
14 any financial instrument for use by or on behalf of a consumer;
15 ii. providing payments or other financial data processing products
16 or services to a consumer by any technological means, including
17 processing or storing financial or banking data for any payment
18 instrument, or through any payments systems or network used for
19 processing payments data, including payments made through an
20 online banking system or mobile telecommunications network; or
21 iii. providing financial advisory services to consumers on
22 individual financial matters or relating to proprietary financial
23 products or services, including providing credit counseling to any
24 consumer or providing services to assist a consumer with debt
25 management or debt settlement, modifying the terms of any
26 extension of credit, or avoiding foreclosure.

27 d) “Debt-Relief Service” means any program or service represented,
28 directly or by implication, to renegotiate, settle, or in any way alter
the terms of payment or other terms of the debt or obligation,
including, but not limited to a reduction in the balance, interest rate,

1 or fees owed by a consumer to an unsecured creditor or debt
2 collector.

- 3 e) “Effective Date” means the date on which this Order is entered by the
4 Court.
- 5 f) “Enforcement Director” means the Assistant Director of the Office of
6 Enforcement for the Consumer Financial Protection Bureau, or their
7 delegate.
- 8 g) "Noh" means Defendant Judith Noh and any other names by which
9 she might be known.
- 10 h) “Noh Defendants” means Defendant Noh and Defendant Student
11 Loan Pro, individually or collectively.
- 12 i) “Person” means an individual, partnership, company, corporation,
13 association (incorporated or unincorporated), trust, estate,
14 cooperative organization, or other entity.
- 15 j) “Related Consumer Action” means a private action by or on behalf of
16 one or more consumers or an enforcement action by another
17 governmental agency brought against the Noh Defendants based on
18 substantially the same facts as described in the Complaint.
- 19 k) “Relief Defendant FNZA” means Relief Defendant FNZA
20 Marketing, LLC, a California limited liability corporation of which
21 the sole member is Noh.
- 22 l) "Student Loan Pro" means Defendant Judith Noh d/b/a Student Loan
23 Pro and its successors and assigns.

24 **CONDUCT PROVISIONS**

25 **III.**

26 **Permanent Ban on Consumer Financial Products or Services**

27 **IT IS ORDERED that:**

- 28 13. The Noh Defendants, whether acting directly or indirectly, are permanently
restrained and enjoined from:

- 1 a) Advertising, marketing, promoting, offering for sale, selling, offering
2 or providing any Consumer Financial Product or Service;
- 3 b) Assisting Others in advertising, marketing, promoting, offering for
4 sale, selling, offering or providing any Consumer Financial Product
5 or Service; or
- 6 c) Receiving any remuneration or other consideration from, holding any
7 ownership interest in, providing services to, or working in any
8 capacity for any Person that is engaged in offering or providing any
9 Consumer Financial Product or Service.

10 Nothing in this Order shall be read as an exception to this Paragraph 13.

11 **IV.**

12 **Injunction Concerning Collecting Payments from Consumers**

13 **IT IS FURTHER ORDERED** that:

14 14. The Noh Defendants and their officers, agents, servants, employees, and
15 attorneys, and all other Persons in active concert or participation with any of them who
16 receive actual notice of this Order, whether acting directly or indirectly, are permanently
17 restrained and enjoined from causing any charges to be made to, or collecting,
18 attempting to collect, causing collection or attempts to collect, selling, assigning, or
otherwise transferring any right to collect, payment from any Affected Consumer.

19 **V.**

20 **Prohibition on Business Ventures with Defendant Gilani**

21 **IT IS FURTHER ORDERED** that:

22 15. The Noh Defendants, whether acting directly or indirectly, such as through
23 any company owned or controlled by Defendant Noh, are permanently restrained and
24 enjoined from investing in, providing services to, working for, serving as an officer of,
25 or being otherwise engaged in any business venture or project involving Defendant
Gilani, including allowing Defendant Gilani to utilize their bank accounts.

1 VI.
2

3 **Prohibited Use of Consumer Information**

4 **IT IS FURTHER ORDERED** that:

5 16. The Noh Defendants and their officers, agents, servants, employees, and
6 attorneys, and all other Persons in active concert or participation with them who receive
7 actual notice of this Order, whether acting directly or indirectly, may not:

- 8 a) disclose, use, or benefit from customer information, including names,
9 addresses, telephone numbers, email addresses, social security
10 numbers, other identifying information, or any data that enables
11 access to a customer's account (including a credit card, bank account,
12 or other financial account), that the Noh Defendants obtained before
13 the Effective Date in connection with offering or providing Debt-
14 Relief Services; or
15 b) attempt to collect, sell, assign, or otherwise transfer any right to
16 collect payment from any consumer who purchased or agreed to
17 purchase Debt-Relief Services from Defendant Student Loan Pro.

18 *However, customer information may be disclosed if requested by a government
19 agency or required by law, regulation, or court order.*

20 VII.
21

22 **Affirmative Requirements**

23 **IT IS FURTHER ORDERED**, under §§ 1053 and 1055 of the CFPB, that:

24 17. Defendant Noh must:

- 25 a) within 30 days after the Effective Date, file a statement of
26 abandonment of the fictitious business name Student Loan Pro with
27 the Office of the Orange County Clerk-Recorder, pay any associated
28 fee for such abandonment, and comply with any other requirements
of the Office of the Orange County Clerk-Recorder for such
abandonment;
b) within 30 days after the Effective Date, submit a request for
cancellation or dissolution of Relief Defendant FNZA to the State of

1 California and commence compliance with any other California
2 requirements for such cancellation or dissolution; and

- 3 c) within 180 days after the Effective Date, take all necessary steps to
4 complete the cancellation or dissolution of Relief Defendant FNZA.

5 18. Defendant Noh must provide the Bureau with evidence of compliance with
6 Paragraph 17 within 14 days of completion of each of the affirmative requirements in
7 subparts a, b and c.

8 **MONETARY PROVISIONS**

9 **VIII.**

10 **Order to Pay Civil Money Penalty**

11 **IT IS FURTHER ORDERED** that:

12 19. Under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the
13 violations of law alleged in the Complaint, and taking into account these Defendants'
14 inability to pay, the Noh Defendants must jointly pay a civil money penalty of \$2,000.00
15 to the Bureau.

16 20. Within 10 days of the Effective Date, the Noh Defendants must pay the
17 civil money penalty by wire transfer to the Bureau or to the Bureau's agent in
18 compliance with the Bureau's wiring instructions.

19 21. The civil money penalties paid under this Order will be deposited in the
20 Civil Penalty Fund of the Bureau as required by section 1017(d) of the CFPA, 12 U.S.C.
21 § 5497(d).

22 22. The Noh Defendants must treat the civil money penalty paid under this
23 Order as a penalty paid to the government for all purposes. Regardless of how the
24 Bureau ultimately uses those funds, the Noh Defendants may not:

- 25 a) Claim, assert, or apply for a tax deduction, tax credit, or any other tax
26 benefit for any civil money penalty paid under this Order; or
27 b) Seek or accept, directly or indirectly, reimbursement or
28 indemnification from any source, including but not limited to
payment made under any insurance policy, with regard to any civil
money penalty paid under this Order.

1 23. The Noh Defendants agree that the civil penalty imposed by the Order
2 represents a civil penalty owed to the United States Government, is not compensation for
3 actual pecuniary loss, and, thus, as to Defendant Noh, it is not subject to discharge under
4 the Bankruptcy Code under 11 U.S.C. § 523(a)(7).

5 24. In the event of any default on the Noh Defendants' obligations to make
6 payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended, will
7 accrue on any outstanding amounts not paid from the date of entry of judgment to the
8 date of payment, and will immediately become due and payable.

9 25. The Noh Defendants relinquish all dominion, control, and title to the funds
10 paid under this Order to the fullest extent permitted by law and no part of the funds may
11 be returned to these Defendants.

12 26. The facts alleged in the Complaint will be taken as true and be given
13 collateral estoppel effect, without further proof, in any proceeding based on the entry of
14 the Order, or in any subsequent civil litigation by or on behalf of the Bureau, including
15 in a proceeding to enforce its rights to any payment or monetary judgment under this
Order.

16 27. Defendant Noh acknowledges that her Taxpayer Identification Number
17 (Social Security Number or Employer Identification Number), which Defendant Noh
18 previously submitted to the Bureau, may be used for collecting and reporting on any
19 delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

20 28. Within 30 days of the entry of a final judgment, order, or settlement in a
21 Related Consumer Action, the Noh Defendants must notify the Enforcement Director of
22 the final judgment, order, or settlement in writing. That notification must indicate the
23 amount of redress, if any, that the Noh Defendants paid or are required to pay to
24 consumers and describe the consumers or classes of consumers to whom that redress has
25 been or will be paid. To preserve the deterrent effect of the civil money penalty in any
26 Related Consumer Action, the Noh Defendants may not argue that they is entitled to, nor
27 may the Noh Defendants benefit by, any offset or reduction of any monetary remedies
28 imposed in the Related Consumer Action because of the civil money penalty paid in this
action or because of any payment that the Bureau makes from the Civil Penalty Fund. If

1 the court in any Related Consumer Action offsets or otherwise reduces the amount of
2 compensatory monetary remedies imposed against the Noh Defendants based on the
3 civil money penalty paid in this action or based on any payment that the Bureau makes
4 from the Civil Penalty Fund, the Noh Defendants must, within 30 days after entry of a
5 final order granting such offset or reduction, notify the Bureau and pay the amount of the
6 offset or reduction to the U.S. Treasury. Such a payment will not be considered an
7 additional civil money penalty and will not change the amount of the civil money
8 penalty imposed in this action.

IX.

Effect of Misrepresentation or Omission Regarding Financial Condition

IT IS FURTHER ORDERED that:

29. The civil money penalty imposed in Section VIII is expressly premised on the truthfulness, accuracy, and completeness of the Noh Defendants' sworn financial statements and supporting documents submitted to the Bureau, which Defendant Noh asserts are truthful, accurate, and complete, and which include:

- a) Financial Disclosure Statement of Defendant Noh, including the attachments, signed on September 5, 2024 and submitted to the Bureau on or about September 5, 2024;
 - b) Defendant Noh's oral testimony provided on February 23, 2023;
 - c) Defendant Student Loan Pro's oral testimony provided on February 22, 2023; and
 - d) Defendant Noh's affidavit provided to the Bureau on November 12, 2024.

30. If upon motion by the Bureau, the Court determines that the Noh Defendants have failed to disclose any material asset or that any of their financial statements, including material assets under the control of Relief Defendant FNZA, or oral testimony contain any material misrepresentation or omission, including materially misstating the value of any asset, then, by reason of the violations of law described in Section I of this Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3), the Noh Defendants will be required to pay an additional civil money penalty of \$998,000

1 which is the amount of the discount provided to account for the Noh Defendants'
2 inability to pay a greater amount in determining the civil money penalty imposed in
3 Section VIII.

4 *Provided*, however, that in all other respects this Order shall remain in full force
5 and effect unless otherwise ordered by the Court; and, provided further, that proceedings
6 instituted under this provision would be in addition to, and not in lieu of any other civil
7 or criminal remedies as may be provided by law, including any other proceedings that
8 the Bureau may initiate to enforce this Order.

9 **COMPLIANCE PROVISIONS**

10 **X.**

11 **Reporting Requirements**

12 **IT IS FURTHER ORDERED** that:

13 31. The Noh Defendants must notify the Bureau of any development that may
14 affect compliance obligations arising under this Order, including but not limited to, a
15 dissolution, assignment, sale, merger, or other action that would result in the emergence
16 of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate
17 that engages in any acts or practices subject to this Order; the filing of any bankruptcy or
18 insolvency proceeding by or against a Defendant; or a change in a Defendant's name or
19 address. The Noh Defendants must provide this notice at least 30 days before the
20 development or as soon as practicable after learning about the development, but in any
21 case, no longer than 14 days after the development.

22 32. Within 7 days of the Effective Date, the Noh Defendants must:

- 23 a) Designate at least one telephone number and email, physical, and
24 postal addresses as points of contact that the Bureau may use to
25 communicate with the Noh Defendants;
- 26 b) Identify all businesses for which any of the Noh Defendants is the
27 majority owner, or that any of the Noh Defendants directly or
28 indirectly controls, by all of their names, telephone numbers, and
physical, postal, email, and Internet addresses;

- 1 c) Describe the activities of each such business, including the products
- 2 and services offered, and the means of advertising, marketing, and
- 3 sales.
- 4 d) Identify Defendant Noh's telephone numbers and all email, Internet,
- 5 physical, and postal addresses, including all residences;
- 6 e) Describe in detail Defendant Noh's involvement in any business for
- 7 which she performs services in any capacity or which she wholly or
- 8 partially owns, including her title, role, responsibilities, participation,
- 9 authority, control, and ownership.

10 33. The Noh Defendants must report any change in the information required to
11 be submitted under Paragraph 32 at least 30 days before the change or as soon as
12 practicable after learning about the change, whichever is sooner.

13 34. One year after the Effective Date, the Noh Defendants must submit to the
14 Enforcement Director an accurate written compliance progress report (Compliance
15 Report), the accuracy of which is sworn to under penalty of perjury, and which, at a
minimum:

- 16 a) Describes in detail whether and how each of the Noh Defendants has
17 complied with each applicable paragraph and subparagraph of the
18 Order, including the manner of verification of such compliance and
19 any corrective actions taken to remedy potential non-compliance with
20 the applicable requirement, paragraph, or subparagraph; and
- 21 b) Attaches a copy of each Order Acknowledgment obtained under
22 Section XI, unless previously submitted to the Bureau.

23 **XI.**

24 **Order Distribution and Acknowledgment**

25 **IT IS FURTHER ORDERED** that:

26 35. Within 7 days of the Effective Date, each of the Noh Defendants must
27 submit to the Enforcement Director an acknowledgment of receipt of this Order, sworn
28 under penalty of perjury.

36. Within 30 days of the Effective Date, the Noh Defendants, for any business for which they are the majority owner or which they directly or indirectly control, must deliver a copy of the Complaint and this Order to each of its board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Order.

37. For 10 years from the Effective Date, the Noh Defendants, for any business for which they are the majority owner or which they directly or indirectly control, must deliver a copy of the Complaint and this Order to any business entity resulting from any change in structure referred to in Section X, any future board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who will have responsibilities related to the subject matter of the Order before they assume their responsibilities.

38. The Noh Defendants must secure a signed and dated statement acknowledging receipt of a copy of this Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. §§ 7001-7006, within 30 days of delivery, from all persons receiving a copy of this Order under this Section.

39. Within 90 days after the Effective Date, the Noh Defendants must provide the Bureau with a list of all persons and their titles to whom this Order was delivered through that date under Paragraphs 36 and 37 and a copy of all signed and dated statements acknowledging of receipt of this Order under Paragraph 38.

XIII.

Recordkeeping

IT IS FURTHER ORDERED that:

40. Defendant Noh must create, for at least 10 years from the Effective Date, the following business records and for any business for which Defendant Noh, individually or collectively with any other Defendant, is a majority owner or which they directly or indirectly control: all documents and records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Bureau.

1 Defendant Noh must retain these documents for at least 10 years after creation and make
2 them available to the Bureau upon the Bureau's request.

3 41. To the extent they possess or control the following documents and
information, Defendant Noh must maintain, for at least 10 years from the Effective Date
or 10 years after creation, whichever is longer:

- 5 a) For each individual Affected Consumer and their enrollment with
Defendant Student Loan Pro: the consumer's name, address, phone
number, email address; amount paid, description of the service
purchased, the date on which the service was purchased, a copy of
any promotional or welcome materials provided, and, if applicable,
the date and reason consumer left the program;
- 6 b) For Defendant Student Loan Pro's services, accounting records
showing the gross and net revenues generated by the services;
- 7 c) All consumer complaints and refund requests (whether received
directly or indirectly, such as through a third party), and any
responses to those complaints or requests;
- 8 d) Records showing, for each employee employed by Defendant
Student Loan Pro, that person's: name; telephone number; email,
physical, and postal address; job title or position; dates of service;
and, if applicable, the reason for termination;
- 9 e) Records showing, for each service provider providing services to
Defendant Student Loan Pro, the name of a point of contact, and that
person's telephone number; email, physical, and postal address; job
title or position; dates of service; and, if applicable, the reason for
termination.

10 42. All documents and records must be maintained in their original electronic
format. Data should be centralized, and maintained in such a way that access, retrieval,
auditing, and production are not hindered.

11 43. Defendant Noh must make the documents identified in Paragraphs 40 and
41 available to the Bureau upon the Bureau's request.

XIII.

Notices

IT IS FURTHER ORDERED that:

44. Unless otherwise directed in writing by the Bureau, Defendant Noh must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line, “*CFPB v. Noh*, Case No. 8:21-cv-00488 (C.D. Cal.),” and send them by email to Enforcement_Compliance@cfpb.gov and, contemporaneously, by overnight courier or first-class mail to the below address:

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

XIV.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

45. The Noh Defendants must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. The Noh Defendants must provide such information in their or their agents' possession or control within 14 days of receiving a written request from the Bureau.

46. The Noh Defendants must cooperate fully with the Bureau in this matter and in any investigation or litigation relating to or associated with the conduct described in the Complaint. The Noh Defendants must provide truthful and complete information, evidence, and testimony. Defendant Noh must appear, and the Noh Defendants must cause their officers, employees, representatives, or agents to appear, for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 10 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

XV.

Compliance Monitoring

IT IS FURTHER ORDERED that:

47. Within 14 days of receipt of a written request from the Bureau, the Noh Defendants must submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; provide sworn testimony; or produce documents.

48. For purposes of this Section, the Bureau may communicate directly with the Noh Defendants, unless they retain counsel related to these communications.

49. The Noh Defendants must permit Bureau representatives to interview any employee or other person affiliated with them who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described the Complaint; or (c) compliance with this Order. The person interviewed may have counsel present.

50. Nothing in this Order will limit the Bureau's lawful use of compulsory process, under 12 C.F.R. § 1080.6.

XVI.

Transfer or Assignment of Operations

IT IS FURTHER ORDERED that:

51. Should the Noh Defendants seek to transfer or assign all or part of their operations that are subject to this Order, the Noh Defendants must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Order.

XVII.

Retention of Jurisdiction

IT IS FURTHER ORDERED that:

52. All pending motions relating to the Noh Defendants are hereby denied as moot.

53. The Court will retain jurisdiction of this matter for the purpose of enforcing this Order.

XVIII.

Service

IT IS FURTHER ORDERED that:

54. This Order may be served upon all Defendants by electronic mail, certified mail, or United Parcel Service, either by the United States Marshal, the Clerk of the Court, or any representative or agent of the Bureau.

IT IS SO ORDERED.

Hon. John W. Holcomb
United States District Court Judge