

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Consumer Financial Protection Bureau,

Plaintiff,

V.

Park View Law (f.k.a. Prime Law Experts, Inc.) and Arthur Barends,

Defendants.

Case No. 2:17-cv-4721

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND ORDER**

Plaintiff, the Consumer Financial Protection Bureau (“Bureau”) commenced

10 | this civil action against Defendants Park View Law (f.k.a. Prime Law Experts,

11 | Inc.) and Arthur Barends (collectively, “Defendants”) on June 27, 2017, to obtain

12 || injunctive relief and disgorgement.

The Complaint alleges violations of §§ 1031(a) and 1036(a)(1) of the

¹⁴ Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5531(a),

15 | 5536(a)(1), and the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, which

16 implements the Telemarketing and Consumer Fraud and Abuse Prevention Act

¹⁷ (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108.

Plaintiff and Defendants request that the Court enter this Stipulated Final

19 Judgment and Order (“Order”).

FINDINGS

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

2) Plaintiff and Defendants agree to entry of this Order to settle and resolve all matters in this dispute arising from the conduct alleged in the Complaint to the date this Order is entered.

3) Defendants neither admit nor deny any allegations in the Complaint, except as specifically stated in this Order. For the purposes of this Order, Defendants admit the facts necessary to establish the Court's jurisdiction over them and the subject matter of this action.

4) Defendants waive service under Rule 4(d) of the Federal Rules of Civil Procedure and waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendants also waive any claim they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order. Each party will bear its own costs and expenses, including without limitation attorneys' fees.

5) Entry of this Order is in the public interest.

DEFINITIONS

6) The following definitions apply to this Order:

- a) "Affected Consumers" includes any consumer who entered into a contract with Corporate Defendant for Credit Repair Services between March 13, 2013 and June 29, 2015.

b) “Credit Repair Services” means any good or service that is represented to remove derogatory information from, or improve, a person’s credit history, credit record, or credit rating.

c) "Defendants" means the Individual Defendant and the Corporate Defendant, individually and collectively.

i) “Corporate Defendant” means Park View Law (f.k.a. Prime Law Experts, Inc.), and its successors and assigns.

ii) "Individual Defendant" means Arthur Barends.

d) "Effective Date" means the date on which this Order is entered on the docket by this Court.

e) “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his/her delegate.

f) “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against a Defendant based on

1 substantially the same facts as described in this Order or the
2 Complaint.

3 **ORDER**

4 **IT IS ORDERED** that:

5 **I. Conduct Prohibition**

6 7) Defendants and their officers, agents, servants, employees, and
7 attorneys who have actual notice of this Order, whether acting directly or
8 indirectly, may not violate §§ 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531 and
9 5536, and the TSR, 16 C.F.R. pt. 310, in the provision of Credit Repair Services.

10 8) Defendants, and their officers, agents, servants, employees, and
11 attorneys who have actual notice of this Consent Order, whether acting directly or
12 indirectly, are restrained for 5 years from:

13 a) Advertising, marketing, promoting, providing, offering for sale,
14 selling, assisting in the sale of, or administering Credit Repair
15 Services; or

16 b) Receiving any remuneration or other consideration from,
17 holding any ownership interest in, providing services to, or working in
18 any capacity for any person engaged in or assisting in advertising,
19 marketing, promoting, offering for sale, or selling Credit Repair
20 Services.

1 **II. Customer Information**

2 9) Defendants, and their officers, agents, servants, employees, and
3 attorneys who receive actual notice of this Consent Order, whether acting directly
4 or indirectly, may not disclose, use, or benefit from customer information,
5 including the name, address, telephone number, email address, social security
6 number, other identifying information, or any data that enables access to a
7 customer's account (including a credit card, bank account, or other financial
8 account), that Defendant obtained before the Effective Date in connection with the
9 offering or sale of credit repair services. However, customer information may be
10 disclosed if requested by a government agency or required by law, regulation, or
11 court order.

12 **III. Judgment for Equitable Monetary Relief**

13 10) Under § 1055(a) of the CFPB, 12 U.S.C. § 5565(a), by reason of the
14 alleged violations described in the Complaint, a judgment of equitable monetary
15 relief in the form of disgorgement is entered in favor of the Bureau and against
16 Defendants, jointly and severally, in the amount of \$500,000.

17 11) Within 14 days of the Effective Date, Defendants are ordered to pay
18 \$250,000 of the disgorgement amount to the Bureau in the form of a wire transfer
19 to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring
20 instructions. Within 60 days of the Effective Date, Defendants are ordered to pay

1 the remaining \$250,000 of the disgorgement amount to the Bureau in the form of a
2 wire transfer to the Bureau or to the Bureau's agent in compliance with the
3 Bureau's wiring instructions. The payments shall be deposited in the United States
4 Treasury as disgorgement.

5 12) With regard to any equitable monetary relief that Defendants pay
6 pursuant to this Section, if Defendants receive, directly or indirectly, any
7 reimbursement or indemnification from any source, including but not limited to
8 payment made pursuant to any insurance policy, or if Defendants secure a tax
9 deduction or tax credit with regard to any federal, state, or local tax, Defendants
10 shall: (a) immediately notify the Enforcement Director in writing, and (b) within
11 10 days of receiving such funds or monetary benefit, Defendants shall transfer to
12 the Bureau or the Bureau's agent in compliance with the Bureau's wiring
13 instructions, the full amount of such funds or monetary benefit.

14 **IV. Additional Monetary Provisions**

15 13) In the event of any default on Defendants' obligation to make
16 payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended,
17 will accrue on any outstanding amounts not paid from the date of default to the
18 date of payment, and will immediately become due and payable.

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1 14) Defendants must relinquish all dominion, control, and title to the
2 funds paid or to be paid under this Order to the fullest extent permitted by law and
3 no part of the funds may be returned to Defendants.

4 15) Under 31 U.S.C. § 7701, Defendants must furnish to the Bureau their
5 taxpayer identifying numbers, which may be used for purposes of collecting and
6 reporting on any delinquent amount arising out of this Order.

7 16) Within 30 days of the entry of a final judgment, consent order, or
8 settlement in a Related Consumer Action, Defendants must notify the Enforcement
9 Director of the final judgment, consent order, or settlement in writing. That
10 notification must indicate the amount of redress, if any, that Defendants paid or are
11 required to pay to consumers and describe the consumers or classes of consumers
12 to whom that redress has been or will be paid.

13 **V. Reporting Requirements**

14 17) Defendants must notify the Bureau of any development that may
15 affect compliance obligations arising under this Order, including but not limited to,
16 any change in structure of Corporate Defendant, including a dissolution,
17 assignment, sale, merger, or other action that would result in the emergence of a
18 successor company; the creation or dissolution of a subsidiary, parent, or affiliate
19 that engages in any acts or practices subject to this Order; the filing of any
20 bankruptcy or insolvency proceeding by or against Defendants; or a change in

1 Defendants' name or address. Defendants must provide this notice, if practicable,
2 at least 30 days before the development, but in any case no later than 14 days after
3 the development.

4 18) Within 7 days of the Effective Date, Defendants must:

5 a) Designate at least one telephone number and email, physical,
6 and postal address as points of contact, which the Bureau may use to
7 communicate with Defendants;

8 b) Identify all businesses for which any Defendant is the
9 owner, or that a Defendant directly or indirectly controls, by all of
10 their names, telephone numbers, and physical, postal, email, and
11 Internet addresses;

12 c) Describe the activities of each such business, including the
13 products and services offered, and the means of advertising,
14 marketing, and sales;

15 d) Identify Individual Defendant's telephone numbers and all
16 email, Internet, physical, and postal addresses, including all
17 residences; and

18 e) Describe in detail Individual Defendant's involvement in any
19 business that provides Credit Repair Services or which Individual

1 Defendant wholly or partially owns, including Defendant's title, role,
2 responsibilities, participation, authority, control, and ownership.

3 19) For 5 years from the Effective Date, the Defendants must report any
4 change in the information required to be submitted under ¶ 17 at least 30 days
5 before the change or as soon as practicable after the learning about the change,
6 whichever is sooner.

7 20) Within 90 days of the Effective Date, and again one year after the
8 Effective Date, Defendants must submit to the Enforcement Director an accurate
9 written compliance progress report, which, at a minimum:

- 10 a) Describes in detail the manner and form in which Defendants
11 have complied with this Order; and
12 b) Attaches a copy of each Order Acknowledgment obtained under
13 § VI, unless previously submitted to the Bureau.

14 **VI. Order Distribution and Acknowledgment**

15 21) For 5 years from the Effective Date, Defendants must deliver a copy
16 of this Order to any business entity resulting from any change in structure referred
17 to in ¶ 17, and any future board members and executive officers before they
18 assume their responsibilities.

19 22) Defendants must secure a signed and dated statement acknowledging
20 receipt of a copy of this Order, ensuring that any electronic signatures comply with

1 the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of
2 delivery, from all persons receiving a copy of this Order under this Section.

3 **VII. Recordkeeping**

4 23) Defendants must create or, if already created, must retain for at least 5
5 years from the Effective Date all documents and records necessary to demonstrate
6 full compliance with each provision of this Order, including all submissions to the
7 Bureau.

8 24) Defendants must retain the documents related to the compliance
9 report described in ¶ 23 for at least 5 years.

10 25) Defendants must make the documents identified in ¶ 23 available to
11 the Bureau upon the Bureau's request.

12 **VIII. Notices**

13 26) Unless otherwise directed in writing by the Bureau, Defendants must
14 provide all submissions, requests, communications, or other documents relating to
15 this Order in writing, with the subject line, "*In re Prime Credit Consultants*, Matter
16 No. 2013-0946-02" and send them either:

17 a) By overnight courier (not the U.S. Postal Service), as follows:

18 Assistant Director for Enforcement

19 Consumer Financial Protection Bureau

20 ATTN: Office of Enforcement

1 1625 Eye St., N.W.

2 Washington, DC 20006

3 b) By first-class mail to the below address and contemporaneously
4 by email to Enforcement_Compliance@cfpb.gov:

5 Assistant Director for Enforcement

6 Consumer Financial Protection Bureau

7 ATTN: Office of Enforcement

8 1700 G Street, N.W.

9 Washington, DC 20552

10 **IX. Compliance Monitoring**

11 27) Within 30 days of receipt of a written request from the Bureau,
12 Defendants must submit compliance reports or other requested information, which
13 must be made under penalty of perjury; provide sworn testimony; or produce
14 documents.

15 28) Defendants must permit Bureau representatives to interview any
16 employee or other person affiliated with Defendants who have agreed to such an
17 interview regarding the subject matter or compliance of this Order. The person
18 interviewed may have counsel present.

19 29) Nothing in this Order will limit the Bureau's lawful use of civil
20 investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

X. Retention of Jurisdiction

30) The Court will retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

31) Notwithstanding the provisions of ¶ 30, any time limits for performance fixed by this Order may be extended by mutual written agreement of the parties and without further Court approval. Additionally, details related to administration of §§ V through X of this Order may be modified by written agreement of the parties and without further Court approval. Any other modifications to this Order may be made only upon approval of the Court, upon motion by any party.

XI. Release

32) The Bureau releases and discharges Defendants from all potential liability for law violations that the Bureau has or might have asserted based on the practices alleged in the Complaint, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices alleged in the Complaint in future enforcement actions against Defendants or their affiliates to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the

1 Bureau to determine and ensure compliance with this Order, or to seek penalties
2 for any violations of this Order.

3 **IT IS SO ORDERED.**

4

5 Dated:

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UNITED STATES DISTRICT JUDGE

7 Consented and agreed to:

8 FOR THE CONSUMER FINANCIAL PROTECTION BUREAU:

9 ANTHONY ALEXIS
Enforcement Director

10 DEBORAH MORRIS
11 Deputy Enforcement Director

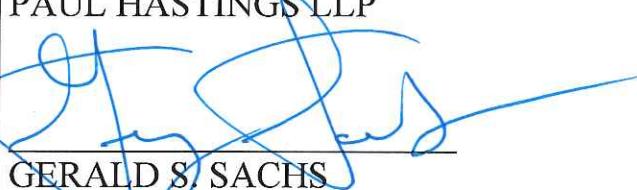
12 CRAIG COWIE
Assistant Litigation Deputy

13
14 
SARAH PREIS
(Email: sarah.preis@cfpb.gov)
COLIN REARDON
(Email: colin.reardon@cfpb.gov)
BENJAMIN CLARK
(Email: benjamin.clark@cfpb.gov)
1700 G Street NW
18 Washington, DC 20552
Phone: 202-435-9318, -9668, -7871
19 Fax: (202) 435-7722

20 Attorneys for Plaintiff
Consumer Financial Protection Bureau

1 FOR DEFENDANTS:

2 PAUL HASTINGS LLP

3 
4 GERALD S. SACHS
D.C. Bar Number 493507
5 LAUREN KELLY GREENBACKER
D.C. Bar Number 1029794
6 875 15th Street NW
Washington DC 20005
7 Phone: (202) 551-1700
geraldsachs@paulhastings.com

8 Attorneys for Defendants

9 Park View Law (f.k.a. Prime Law Experts, Inc.) and Arthur Borens

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