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Attorneys for Plaintiff Bureau of Consumer Financial Protection

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

## Bureau of Consumer Financial Protection.

Case No. 8:20-cv-01239 -DOC

**Plaintiff.**

**STIPULATED FINAL JUDGMENT  
AND ORDER AS TO DEFENDANT  
DANIEL RUGGIERO [6]**

GST Factoring, Inc.; Champion Marketing Solutions, LLC; Rick Graff; Gregory Trimarche; Scott Freda; Amanda Johanson; David Mize; Jacob Slaughter; and Daniel Ruggiero;

## Defendants

The Bureau of Consumer Financial Protection (the Bureau), commenced this civil action on July 13, 2020 to obtain injunctive and monetary relief and civil penalties. The

1 Complaint alleges violations of the Telemarketing and Consumer Fraud and Abuse  
2 Prevention Act, 15 U.S.C. §§ 6101 et seq., and its implementing rule, the Telemarketing  
3 Sales Rule, 16 C.F.R. Part 310, in connection with the sale of telemarketed debt-relief  
4 services.

5 The Bureau and Defendant Daniel Ruggiero (Defendant) agree to entry of this  
6 Stipulated Final Judgment and Order (Order), to settle and resolve all matters in dispute  
7 arising from the conduct alleged in the Complaint.

8  
9 Therefore it is **ORDERED**:

10  
11 **I. FINDINGS**

12 1. This Court has jurisdiction over the parties and the subject matter of this  
13 action and venue is proper in this jurisdiction under 28 U.S.C. § 1331(b) and (c), and 12  
14 U.S.C. § 5564(f).

15 2. Defendant neither admits nor denies the allegations in the Complaint, except  
16 as specifically stated herein. Defendant admits the facts necessary to establish the  
17 Court's jurisdiction over him and the subject matter of this action.

18 3. The Complaint alleges claims upon which relief may be granted.

19 4. The relief provided in this Order is appropriate and available pursuant to  
20 sections 1054 and 1055 of the Consumer Financial Protection Act (CFPA), 12 U.S.C. §§  
21 5564 and 5565.

22 5. In the course of providing telemarketed debt-relief services from February,  
23 2018 to the Effective Date, Defendant provided substantial assistance or support to a  
24 seller or telemarketer when Defendant knew or consciously avoided knowing that that the  
25 seller or telemarketer had requested or received payment of fees or consideration from  
26 consumers for debt-relief services before: (1) the terms of at least one debt pursuant to a  
27 settlement agreement, debt management plan, or other such valid contractual agreement

1 executed by the consumer had been renegotiated, settled, reduced, or otherwise altered;  
2 and (2) the consumer had made at least one payment pursuant to that agreement.

3       6. Defendant waives all rights to seek judicial review or otherwise challenge or  
4 contest the validity of this Order and any claim he may have under the Equal Access to  
5 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this  
6 Order. Each party agrees to bear its own costs and expenses, including, without  
7 limitation, attorney's fees.

8       7. Entry of this Order is in the public interest.

9       **II. DEFINITIONS**

10      8. The following definitions apply to this Order:

- a. "Affected Consumer" means a consumer who entered into an Engagement Agreement and from whom, pursuant to that Engagement Agreement, Defendant obtained fees.
- b. "Assisting Others" includes, but is not limited to:
  - i. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including, but not limited to, any telephone sales script, direct mail solicitation, or the text of any Internet website, email, or other electronic communication;
  - ii. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;
  - iii. consulting in any form whatsoever;
  - iv. providing names of, or contributing to the generation of, potential customers;

- 1 v. participating in or providing services related to the offering, sale,  
2 or servicing of a product, or the collection of payments for a  
3 product;
- 4 vi. acting or serving as an owner, officer, director, manager, principal,  
5 partner, or limited partner of any entity; and
- 6 vii. investing or loaning money.
- 7 c. “Current Consumer” means any consumer for whom Defendant has not  
8 completed providing a Debt-Relief Service pursuant to an Engagement  
9 Agreement as of the Effective Date or any Affected Consumer who still  
10 owes payments under the terms of an Engagement Agreement as of the  
11 Effective Date.
- 12 d. “Debt-Relief Service” means any program or service represented, directly  
13 or by implication, to renegotiate, settle, or in any way alter the terms of  
14 payment or other terms of the debt or obligation, including, but not  
15 limited to a reduction in the balance, interest rate, or fees owed by a  
16 consumer to an unsecured creditor or debt collector.
- 17 e. “Defendant” means Daniel Ruggiero d/b/a The Law Offices of Daniel  
18 Ruggiero or Pinnacle Law Group and by any other name by which he  
19 may be known.
- 20 f. “Effective Date” means the date on which this Order is entered by the  
21 Court.
- 22 g. “Enforcement Director” means the Assistant Director of the Office of  
23 Enforcement for the Bureau of Consumer Financial Protection, or his or  
24 her delegate.
- 25 h. “Engagement Agreement” means an agreement to provide a Debt-Relief  
26 Service relating to private student-loan debt, the receivables from which  
27 were transferred to GST Factoring, Inc., in connection with which  
28 Defendant provided a Debt-Relief Service.

- 1        i. “File” means the materials retained by Defendant or any third party  
2                retaining the materials on Defendant’s behalf relating to a Current  
3                Consumer for use in providing a Debt-Relief Service to the Current  
4                Consumer in whatever form those materials are kept, including  
5                electronically stored information.
- 6        j. “Person” means an individual, partnership, company, corporation,  
7                association (incorporated or unincorporated), trust, estate, cooperative  
8                organization, or other entity.
- 9        k. “Related Consumer Action” means a private action by or on behalf of  
10               one or more consumers or an enforcement action by another  
11               governmental agency brought against Defendant based on substantially  
12               the same facts as described in the Complaint.
- 13       l. “Telemarketing” means a plan, program, or campaign which is conducted  
14               to induce the purchase of goods or services or a charitable contribution,  
15               by use of one or more telephones and which involves more than one  
16               interstate phone call.

## CONDUCT PROVISIONS

### **III. BAN ON DEBT-RELIEF PRODUCTS AND SERVICES IN CONNECTION WITH TELEMARKETING**

**IT IS ORDERED** that:

- 21        9. Defendant, whether acting directly or indirectly, is permanently restrained  
22               and enjoined from, in connection with Telemarketing:
  - 23               a. Advertising, marketing, promoting, offering for sale, selling, or providing  
24               any Debt-Relief Service;
  - 25               b. Assisting Others in advertising, marketing, promoting, offering for sale,  
26               selling, or providing any Debt-Relief Service; and
  - 27               c. Receiving any remuneration or other consideration from, holding any  
28               ownership interest in, providing services to, or working in any capacity

1                   for any Person engaged in advertising, marketing, promoting, offering for  
2                   sale, selling, or providing any Debt-Relief Service.

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

4                   **IV. INJUNCTION CONCERNING COLLECTING PAYMENTS FROM**  
5                   **AND PROVIDING NOTICES TO CONSUMERS**

6 **IT IS FURTHER ORDERED** that:

7                   10. As of the Effective Date, Defendant, and his agents, servants, employees,  
8                   and attorneys, and all other persons in active concert or participation with any of them,  
9                   who receive actual notice of this Order, whether acting directly or indirectly, are  
10                  permanently restrained and enjoined from causing any charges to be made to, or  
11                  collecting, attempting to collect, causing collection or attempts to collect, selling,  
12                  assigning, or otherwise transferring any right to collect, payment from any Affected  
13                  Consumer.

14                  11. No later than 2 business days after the Effective Date, Defendant must take  
15                  steps to ensure that no Current Consumer is charged any payment after the Effective Date  
16                  for services provided by Defendant, including by sending notice to all Persons providing  
17                  services associated with such payments, including factoring companies, customer service  
18                  providers, and payment processors, explaining that the Defendant has terminated services  
19                  and any associated payments are cancelled immediately. Each such notification must  
20                  include a copy of the Complaint and this Order. If any Current Consumer is charged a  
21                  payment after the Effective Date, Defendant will cause those amounts to be refunded.

22                  12. As of the Effective Date, Defendant must provide each Current Consumer  
23                  access to his or her File without charge.

24                  13. Defendant must provide to each Current Consumer a notice containing the  
25                  following information:

- 26                   a. Notice of the termination of services;  
27                   b. A copy of the Complaint and this Order;

- 1                   c. A summary of negotiations conducted by the Defendant on behalf of the  
2                   Current Consumer to date and any outstanding settlement offers from the  
3                   Current Consumer's loan holder(s) or servicer(s); and  
4                   d. How the Current Consumer may access his or her File without charge.

5                 14. Defendant shall provide a proposed form of the notice required by Paragraph  
6                 13 to the Enforcement Director for non-objection within 5 days of the Effective Date.

7                 15. Within 10 days of non-objection by the Enforcement Director, Defendant  
8                 must send out the notice provided in Paragraph 13.

9                 16. Defendant shall include no materials other than the notice provided in  
10               Paragraph 13 in any envelope containing such notices, unless Defendant has obtained  
11               written confirmation from the Enforcement Director that the Bureau does not object to  
12               the inclusion of such materials.

13               **V. PROHIBITED USE OF CONSUMER INFORMATION**

14               **IT IS FURTHER ORDERED** that:

15               17. Defendant, and his agents, servants, employees, and attorneys, who receive  
16               actual notice of this Order, whether acting directly or indirectly, may not disclose, use, or  
17               benefit from, consumer information, including the name, address, telephone number,  
18               email address, social security number, other identifying information, or any data that  
19               enables access to a consumer's account (including a credit card, bank account, or other  
20               financial account) of any person that Defendant obtained prior to the Effective Date in  
21               connection with the advertising, marketing, promotion, offering for sale, sale, or  
22               providing of any Debt-Relief Service in connection with Telemarketing. However,  
23               consumer information may be disclosed if requested by a government agency or required  
24               by law, regulation, or court order.

## **MONETARY PROVISIONS**

## **VI. ORDER TO PAY REDRESS**

**IT IS FURTHER ORDERED** that:

18. A judgment for monetary relief is entered in favor of the Bureau and against Defendant, in the amount of \$125,000 for the purpose of providing redress to Affected Consumers; however, full payment of this judgment will be suspended upon satisfaction of the obligations in Paragraphs 19 through 22 of this Section and Paragraphs 33 through 37 and 39 of Section IX and subject to Section VII of this Order.

19. Within 10 days of the Effective Date, Defendant must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, \$30,000 in partial satisfaction of the judgment as ordered in Paragraph 18 of this Section.

20. With regard to any redress that Defendant pays pursuant to Paragraph 19, if Defendant receives, directly or indirectly, any reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, or if Defendant secures a tax deduction or tax credit with regard to any federal, state, or local tax, Defendant must: (a) immediately notify the Enforcement Director in writing, and (b) within 10 days of receiving the funds or monetary benefit, Defendant must transfer to the Bureau the full amount of such funds or monetary benefit (Additional Payment) to the Bureau or to the Bureau's agent according to the Bureau's wiring instructions. After the Bureau receives the Additional Payment, the amount of the suspended judgment referenced in Paragraph 18 will be reduced by the amount of the Additional Payment and the Additional Payment will be applied toward satisfaction of the monetary judgment entered in Paragraph 18.

21. Any funds received by the Bureau in satisfaction of this judgment will be deposited into a fund or funds administered by the Bureau or to the Bureau's agent according to applicable statutes and regulations to be used for redress for injured

1 consumers, including, but not limited to, refund of moneys, restitution, damages, or other  
2 monetary relief, and for any attendant expenses for the administration of any such  
3 redress.

4       22. If the Bureau determines, in its sole discretion, that redress to consumers is  
5 wholly or partially impracticable or if funds remain after the administration of redress is  
6 completed, the Bureau shall deposit the remaining funds in the U.S. Treasury as  
7 disgorgement. Defendant will have no right to challenge the Bureau's choice of remedies  
8 under this Section, and will have no right to contest any actions that the Bureau or its  
9 representatives may take under this paragraph.

10      23. Payment of redress to any Affected Consumer under this Order may not be  
11 conditioned on that Affected Consumer waiving any right.

12           **VII. EFFECT OF MISREPRESENTATION OR OMISSION REGARDING  
13 FINANCIAL CONDITION**

14           **IT IS FURTHER ORDERED** that:

15       24. The suspension of the monetary judgment entered in Section VI of this  
16 Order is expressly premised on the truthfulness, accuracy, and completeness of  
17 Defendant's financial statements and supporting documents submitted to the Bureau on  
18 or about May 20, 2020 which Defendant asserts are truthful, accurate, and complete, and  
19 which include:

- 20                  a. Financial Statement of Defendant, including the attachments, signed on  
21                           May 19, 2020 and submitted to the Bureau on or about May 20, 2020.  
22                  b. 2016, 2017 and 2018 federal tax returns for Defendant, submitted to the  
23                           Bureau on or about May 20, 2020.

24       25. If upon motion by the Bureau, the Court determines that Defendant has  
25 failed to disclose any material asset or that any of his financial statements or oral  
26 testimony contain any material misrepresentation or omission, including materially  
27 misstating the value of any asset, the Court shall terminate the suspension of the

1 monetary judgment entered in Section VI and without further adjudication, shall reinstate  
2 the judgment entered in Section VI of this Order and the full judgment of \$125,000 shall  
3 be immediately due and payable, less any amounts paid to the Bureau under Section VI  
4 of this Order.

5       26. If the Court terminates the suspension of the monetary judgment under this  
6 Section, the Bureau will be entitled to interest on the judgment, computed from the date  
7 of entry of this Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any  
8 outstanding amounts not paid.

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

14           **VIII. ORDER TO PAY CIVIL MONEY PENALTIES**

15           **IT IS FURTHER ORDERED** that:

16       28. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the  
17 violations of law alleged in the Complaint, and taking into account the factors in 12  
18 U.S.C. § 5565(c)(3), Defendant must pay a civil money penalty of \$1 to the Bureau. This  
19 amount is based on Defendant's limited ability to pay as attested to in his financial  
20 statements listed in Section VII above.

21       29. Within 10 days of the Effective Date, Defendant must pay the civil money  
22 penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the  
23 Bureau's wiring instructions.

24       30. The civil money penalty paid under this Order will be deposited in the Civil  
25 Penalty Fund of the Bureau as required by Section 1017(d) of the CFPA, 12 U.S.C.  
26 § 5497(d).

1       31. Defendant must treat the civil money penalty paid under this Order as a  
2       penalty paid to the government for all purposes. Regardless of how the Bureau ultimately  
3       uses those funds, Defendant may not:

- 4           a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax  
5           benefit for any civil money penalty paid under this Order; or  
6           b. Seek or accept, directly or indirectly, reimbursement or indemnification  
7           from any source, including, but not limited to payment made under any  
8           insurance policy, with regard to any civil money penalty paid under this  
9           Order.

10      32. Defendant agrees that the civil penalty imposed by the Order represents a  
11     civil penalty owed to the United States Government, is not compensation for actual  
12     pecuniary loss, and thus it is not subject to discharge under the Bankruptcy Code, 11  
13     U.S.C. § 523(a)(7).

14      **IX. ADDITIONAL MONETARY PROVISIONS**

15      **IT IS FURTHER ORDERED** that:

16      33. In the event of any default on Defendant's obligations to make payment  
17     under this Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on  
18     any outstanding payments not paid from the date of default to the date of payment, and  
19     will immediately become due and payable.

20      34. Defendant relinquishes all dominion, control, and title to the funds paid  
21     under this Order to the fullest extent permitted by law and no part of the funds may be  
22     returned to Defendant.

23      35. The facts alleged in the Complaint will be taken as true and be given  
24     collateral estoppel effect, without further proof, in any proceeding based on the entry of  
25     the Order, or in any subsequent civil litigation by or on behalf of the Bureau, including in  
26     a proceeding to enforce its rights to any payment or monetary judgment under this Order,  
27     such as a nondischargeability complaint in any bankruptcy case.

1       36. The facts alleged in the Complaint establish all elements necessary to sustain  
2 an action by the Bureau under Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C.  
3 § 523(a)(2)(A), and for such purposes this Order will have collateral estoppel effect  
4 against Defendant, even in Defendant's capacity as debtor-in-possession.

5       37. Under 31 U.S.C. § 7701, Defendant must furnish to the Bureau his taxpayer  
6 identification number(s), which may be used for purposes of collecting and reporting on  
7 any delinquent amount arising out of this Order.

8       38. Within 30 days of the entry of a final judgment, consent order, or settlement  
9 in a Related Consumer Action, Defendant must notify the Enforcement Director of the  
10 final judgment, consent order, or settlement in writing. That notification must indicate the  
11 amount of redress, if any, that Defendant paid or is required to pay to consumers and  
12 describe the consumers or classes of consumers to whom that redress has been or will be  
13 paid. To preserve the deterrent effect of the civil money penalty in any Related  
14 Consumer Action, Defendant may not argue that Defendant is entitled to, nor may  
15 Defendant benefit by, any offset or reduction of any monetary remedies imposed in the  
16 Related Consumer Action because of the civil money penalty paid in this action or  
17 because of any payment that the Bureau makes from the Civil Penalty Fund. If the court  
18 in any Related Consumer Action offsets or otherwise reduces the amount of  
19 compensatory monetary remedies imposed against Defendant based on the civil money  
20 penalty paid in this action or based on any payment that the Bureau makes from the Civil  
21 Penalty Fund, Defendant must, within 30 days after entry of a final order granting such  
22 offset or reduction, notify the Bureau and pay the amount of the offset or reduction to the  
23 U.S. Treasury. Such a payment will not be considered an additional civil money penalty  
24 and will not change the amount of the civil money penalty imposed in this action.

25       39. Upon written request, any consumer reporting agency must furnish  
26 consumer reports to the Bureau concerning Defendant under Section 604(a)(1) of the Fair  
27 Credit Reporting Act, 15 U.S.C. § 1681 b(a)(1), which may be used for purposes of  
28 collecting and reporting on any delinquent amount arising out of this Order.

## **COMPLIANCE PROVISIONS**

## X. REPORTING REQUIREMENTS

**IT IS FURTHER ORDERED** that:

40. Defendant must notify the Bureau of any development that may affect compliance obligations arising under this Order, including, but not limited to, the filing of any bankruptcy or insolvency proceeding by or against Defendant; or a change in Defendant's name or address. Defendant must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.

41. Within 7 days of the Effective Date, Defendant must:

- a. Designate at least one telephone number and email, physical and postal address as points of contact, which the Bureau may use to communicate with Defendant;
  - b. Identify all businesses for which Defendant is the majority owner, or that Defendant directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email and Internet addresses;
  - c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales;
  - d. Identify all Defendant's telephone numbers and all email, Internet, physical and postal addresses of Defendant, including all residences; and
  - e. Describe in detail Defendant's involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including his title, role, responsibilities, participation, authority, control, and ownership.

42. Defendant must report any change in the information required to be submitted under Paragraph 41 at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

1       43. Within 90 days of the Effective Date, and again one year after the Effective  
2 Date, Defendant must submit to the Enforcement Director an accurate written compliance  
3 progress report sworn under penalty of perjury (Compliance Report), which, at a  
4 minimum:

- 5           a. Lists each applicable paragraph and subparagraph of the Order and  
6           describes in detail the manner and form in which Defendant has complied  
7           with each such paragraph and subparagraph of this Order; and  
8           b. Attaches a copy of each Order Acknowledgment obtained under Section  
9           XI, unless previously submitted to the Bureau.

10          After the one-year period, Defendant must submit to the Enforcement Director additional  
11 Compliance Reports within 14 days of receiving a written request from the Bureau.

12          **XI. ORDER DISTRIBUTION AND ACKNOWLEDGEMENT**

13          **IT IS FURTHER ORDERED** that:

14          44. Within 7 days of the Effective Date, Defendant must submit to the  
15 Enforcement Director an acknowledgment of receipt of this Order, sworn under penalty  
16 of perjury.

17          45. Within 30 days of the Effective Date, Defendant, for any business for which  
18 he is majority owner or which he directly or indirectly controls, must deliver a copy of  
19 this Order to each of its board members and executive officers, as well as to any  
20 managers, employees, service providers, or other agents and representatives who have  
21 responsibilities related to the subject matter of the Order.

22          46. For 5 years from the Effective Date, Defendant, for any business for which  
23 he is the majority owner or which he directly or indirectly controls, must deliver a copy  
24 of this Order to any business entity resulting from any change in structure referred to in  
25 Section X, any future board members and executive officers, before they assume their  
26 responsibilities.  
27  
28

1       47. Defendant must secure a signed and dated statement acknowledging receipt  
2 of a copy of this Order, ensuring that any electronic signatures comply with all the  
3 requirements of the E-Sign Act, 15 U.S.C. § 7001 et seq., within 30 days of delivery,  
4 from all persons receiving a copy of this Order under this Section.

5       **XII. RECORDKEEPING**

6       **IT IS FURTHER ORDERED** that:

7       48. Defendant must create, for at least 10 years from the Effective Date, all  
8 documents and records necessary to demonstrate full compliance with each provision of  
9 this Order, including all submissions to the Bureau. Defendant must retain these  
10 documents for at least 10 years after creation and make them available to the Bureau  
11 upon the Bureau's request.

12       49. Defendant must maintain, for at least 5 years from the Effective Date or 5  
13 years after creation, whichever is longer:

- 14       a. Financial records, including, but not limited to, individual and corporate  
15 tax returns, credit reports, any and all documentation required to  
16 complete the Bureau's individual and corporate financial disclosure  
17 forms, and accounting records showing gross and net revenues, all costs  
18 incurred in generating revenues, and the resulting net profit or loss;
- 19       b. For any Affected Consumer, records showing the person's name, email  
20 and postal address, telephone number, dates and dollar amounts of  
21 payments made, and the quantity and description of goods and services  
22 purchased; and
- 23       c. All consumer complaints and refund requests (whether received directly  
24 or indirectly, such as through a third party), and any response to those  
25 complaints or requests.

26       50. Defendant must make the documents identified in Paragraph 49 available to  
27 the Bureau upon the Bureau's request.  
28

1           **XIII. NOTICES**

2           **IT IS FURTHER ORDERED** that:

3           51. Unless otherwise directed in writing by the Bureau, Defendant must provide  
4 all submissions, requests, communications, or other documents relating to this Order in  
5 writing, with the subject line, “*CFPB v. GST Factoring, Inc. et al.*, Case No. 8:20-cv-  
6 01239 and send them by overnight courier or first-class mail to the below address and  
7 contemporaneously by email to Enforcement\_Compliance@cfpb.gov:

8           Assistant Director for Enforcement  
9           Bureau of Consumer Financial Protection  
10           ATTENTION: Office of Enforcement  
11           1700 G Street, N.W.  
12           Washington, DC 20552

13           **XIV. COOPERATION WITH THE BUREAU**

14           **IT IS FURTHER ORDERED** that:

15           52. Defendant must cooperate fully to help the Bureau determine the identity  
16 and location of, and the amount of injury sustained by, each Affected Consumer.  
17 Defendant must provide such information in his or his agents’ possession or control  
18 within 14 days of receiving a written request from the Bureau.

19           53. Defendant must cooperate fully with the Bureau in this matter and in any  
20 investigation or litigation related to or associated with the conduct described in the  
21 Complaint, including, but not limited to, providing information, documents, and  
22 testimony. Defendant must provide truthful and complete information, evidence, and  
23 testimony. Defendant must appear, or cause employees or agents to appear, for  
24 interviews, discovery, hearings, trials, and any other proceedings that the Bureau may  
25 reasonably request upon 10 days written notice, or other reasonable notice, at such places  
26 and times as the Bureau may designate, without the service of compulsory process.

1           **XV. COMPLIANCE MONITORING**

2       **IT IS FURTHER ORDERED** that, to monitor Defendant's compliance with this Order,  
3 including the financial representations upon which the monetary judgment was partially  
4 suspended:

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

8           55. For purposes of this Section, the Bureau may communicate directly with  
9 Defendant, unless Defendant retains counsel related to these communications.

10          56. Defendant must permit Bureau representatives to interview any employee or  
11 other person affiliated with Defendant who has agreed to such an interview. The person  
12 interviewed may have counsel present.

13          57. Nothing in this Order will limit the Bureau's lawful use of compulsory  
14 process, including pursuant to 12 C.F.R. § 1080.6.

15           **XVI. RETENTION OF JURISDICTION**

16       **IT IS FURTHER ORDERED** that:

17          58. The Court will retain jurisdiction of this matter for the purposes of  
18 construction, modification, and enforcement of this Order.

19           **XVII. SERVICE**

20       **IT IS FURTHER ORDERED** that:

21          59. This Order may be served upon Defendant by electronic mail, certified mail,  
22 or United Parcel Service, either by the United States Marshal, the Clerk of the Court, or  
23 any representative or agent of the Bureau.

24       **IT IS SO ORDERED.**

25  
26      Dated: this 17th day of August, 2020.

*David J. Carter*  
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United States District Judge