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15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**
 17 **SOUTHERN DIVISION**

18 Bureau of Consumer Financial
 19 Protection, et al.

20 Plaintiffs,

21 v.

22 Consumer Advocacy Center Inc., d/b/a
 23 Premier Student Loan Center, et al.

CASE NO. **8:19-cv-01998 JVS (JDEx)**

**PLAINTIFF'S EX PARTE
 APPLICATION FOR
 TEMPORARY RESTRAINING
 ORDER WITH ASSET FREEZE
 AND OTHER EQUITABLE
 RELIEF AND ORDER TO
 SHOW CAUSE WHY
 PRELIMINARY INJUNCTION
 SHOULD NOT ISSUE**

**(FILED UNDER TEMPORARY
 SEAL)**

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 U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIF.
 SOUTHERN DIVISION
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

Bureau of Consumer Financial
Protection, et al.

Plaintiffs,

v.

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

CASE NO.

**PLAINTIFF’S *EX PARTE*
APPLICATION FOR
TEMPORARY RESTRAINING
ORDER WITH ASSET FREEZE
AND OTHER EQUITABLE
RELIEF AND ORDER TO
SHOW CAUSE WHY
PRELIMINARY INJUNCTION
SHOULD NOT ISSUE**

**(FILED UNDER TEMPORARY
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1 Plaintiff Bureau of Consumer Financial Protection (“Bureau”), having filed
2 its Complaint in this matter for damages and other monetary relief, civil money
3 penalties, a permanent injunction and other equitable relief, including restitution for
4 consumers injured by Defendants’ unlawful practices in violation of Section 1036
5 of the Consumer Financial Protection Act (CFPA), 12 U.S.C. § 5536, and the
6 Telemarketing Sales Rule (TSR), 16 C.F.R. Part 310, files this *ex parte* application
7 for a temporary restraining order with asset freeze, appointment of a receiver,
8 limited expedited discovery, immediate access to Defendants’ business premises,
9 and other equitable relief, and for an order to show cause why a preliminary
10 injunction should not issue. Further, pursuant to Federal Rule of Civil Procedure
11 65(b)(1) and Civil Local Rule 7-19.2, the Bureau respectfully requests that the Court
12 waive the notice requirement of Civil Local Rule 7-19.1, the reasons for which are
13 set forth in the accompanying Declaration of Sarah Preis, pursuant to Federal Rule
14 of Civil Procedure 65(b)(1), and Civil Local Rules 65-1, 79-5.2.2, and 7-19.2, in
15 Support of (1) Plaintiff’s *Ex Parte* Application for Temporary Restraining Order
16 with Asset Freeze and Other Equitable Relief and Order to Show Cause Why
17 Preliminary Injunction Should Not Issue; and (2) Plaintiff’s *Ex Parte* Application
18 for Leave to File Case Under Temporary Seal (Preis Declaration). A proposed
19 temporary restraining order, including an order to show cause, and a proposed order
20 for relief from service, have been filed concurrently. This Court is authorized to
21 grant such relief by Section 1055(a) of the CFPA, 12 U.S.C. § 5565(a), Federal Rule
22 of Civil Procedure 65(a), and Local Rule 65-1.

23 In support of this application, the Bureau separately files its Memorandum of
24 Points and Authorities in Support of its *Ex Parte* Application for Temporary
25 Restraining Order with Asset Freeze and Other Equitable Relief and Order to Show
26 Cause Why Preliminary Injunction Should Not Issue, and Preis Declaration.

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PLAINTIFF’S *EX PARTE* APPLICATION FOR TEMPORARY RESTRAINING ORDER
WITH ASSET FREEZE AND OTHER EQUITABLE RELIEF AND ORDER TO SHOW
CAUSE WHY PRELIMINARY INJUNCTION SHOULD NOT ISSUE
(FILED UNDER TEMPORARY SEAL)

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Dated: Oct. 21, 2019

Respectfully submitted,


Cara Petersen
Acting Enforcement Director
Deborah Morris
Deputy Enforcement Director
Alusheyi J. Wheeler
Assistant Deputy Enforcement Director

/s/ Leanne E. Hartmann
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Enforcement Attorneys

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U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
SANTA ANA
BY 

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

Bureau of Consumer Financial Protection, et al.

Plaintiffs,

v.

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

Defendants.

CASE NO. **8:19-cv-01998 JVS (JDEx)**

**[PROPOSED] EX PARTE
TEMPORARY RESTRAINING
ORDER WITH ASSET FREEZE,
APPOINTMENT OF
RECEIVER, AND OTHER
EQUITABLE RELIEF, AND
ORDER TO SHOW CAUSE
WHY A PRELIMINARY
INJUNCTION SHOULD NOT
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Plaintiffs, the Bureau of Consumer Financial Protection (Bureau), the State of Minnesota, the State of North Carolina, and The People of the State of California have filed a complaint alleging violations of state and federal law

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

Bureau of Consumer Financial
Protection, et al.

Plaintiffs,

v.

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

Defendants.

CASE NO.

**[PROPOSED] *EX PARTE*
TEMPORARY RESTRAINING
ORDER WITH ASSET FREEZE,
APPOINTMENT OF
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ORDER TO SHOW CAUSE
WHY A PRELIMINARY
INJUNCTION SHOULD NOT
ISSUE**

**(FILED UNDER TEMPORARY
SEAL)**

Plaintiffs, the Bureau of Consumer Financial Protection (Bureau), the State of Minnesota, the State of North Carolina, and The People of the State of California have filed a complaint alleging violations of state and federal law

1 against the Defendants. The Bureau has filed the complaint under the Consumer
2 Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536(a), 5564, and
3 5565, and the Telemarketing and Consumer Fraud and Abuse Prevention Act,
4 15 U.S.C. §§ 6102(c)(2), 6105(d), based on Defendants' violations of the CFPA
5 and the Telemarketing Sales Rule (TSR), 16 C.F.R. pt. 310. The Complaint alleges
6 that Defendants' acts or practices violate these laws in connection with the
7 marketing and sale of student-loan debt-relief services. The Complaint seeks
8 preliminary and permanent injunctive relief, damages, rescission or reformation of
9 contracts, the refund of monies paid, restitution, compensation for unjust
10 enrichment, the appointment of a temporary Receiver, and other equitable relief, as
11 well as civil money penalties. The Bureau has also moved for a temporary
12 restraining order pursuant to Rule 65(b) of the Federal Rules of Civil Procedure,
13 and an order to show cause why a preliminary injunction should not issue against
14 Defendants and Relief Defendants.

15 **FACTUAL AND LEGAL FINDINGS**

16 Having considered the Complaint, *ex parte* motion, declarations, exhibits,
17 and memoranda filed in support of the Motion, the Court finds that:

18 1. This Court has jurisdiction over the subject matter of this case, there is
19 good cause to believe that it will have jurisdiction over all the parties hereto, and
20 venue in this district is proper;

21 2. There is good cause to believe that Defendants: (a) Consumer
22 Advocacy Center Inc., a California corporation, d/b/a Premier Student Loan
23 Center, (collectively CAC); (b) True Count Staffing Inc., a California Corporation,
24 d/b/a SL Account Management (collectively True Count); (c) Prime Consulting
25 LLC, a Wyoming limited liability corporation registered to operate in California
26 d/b/a Financial Preparation Services (collectively, Prime); (d) Albert Kim (aka
27 Albert King), an individual; (e) Kaine Wen (aka Wenting Kaine Dai, Wen Ting
28 Dai, Kaine Wen Dai), an individual; and (f) Tuong Nguyen (aka Tom Nelson), an

1 individual, have engaged and are likely to continue to engage in acts or practices
2 that violate the CFPA and the TSR. And, there is good cause to believe that Relief
3 Defendants (a) Infinite Management Corp., a California corporation, formerly
4 known as Infinite Management Solutions Inc., (b) Hold The Door, Corp., a
5 California corporation, and (c) TN Accounting Inc., a California corporation, have
6 received funds or assets and are likely to continue to receive funds or assets that
7 can be traced directly to Defendants' unlawful acts and practices. Plaintiff is
8 therefore likely to prevail on the merits of this action;

9 3. There is good cause to believe that immediate and irreparable harm
10 will result from Defendants' ongoing violations of these laws unless Defendants
11 and Relief Defendants are restrained and enjoined by Order of this Court;

12 4. There is good cause to believe that immediate and irreparable damage
13 to the Court's ability to grant effective final relief for consumers in the form of
14 monetary damages, restitution, and disgorgement or compensation for unjust
15 enrichment will occur from the transfer, dissipation, or other disposition or
16 concealment by Defendants and Relief Defendants of their assets or business
17 records unless Defendants and Relief Defendants are restrained and enjoined by
18 Order of this Court; and that in accordance with Rule 65(b) of the Federal Rules of
19 Civil Procedure, the interest of justice requires that Plaintiff's application be
20 granted without prior notice to Defendants or Relief Defendants. Therefore, there
21 is good cause for relieving Plaintiff of the duty to provide Defendants and Relief
22 Defendants with prior notice of its motion;

23 5. Good cause exists for appointing a temporary Receiver over True
24 Count and Prime; freezing Defendants and Relief Defendants assets except as set
25 forth below; permitting Plaintiff and the Receiver immediate access to True
26 Count's and Prime's business premises; and permitting Plaintiff and the Receiver
27 to take expedited discovery;

1 include both existing Assets and Assets acquired after the date of entry of this
2 Order;

- 3 2. “**Assisting Others**” includes, but is not limited to
4 a. providing paralegal or administrative support services;
5 b. performing customer service functions including, but not limited to,
6 receiving or responding to Consumer complaints;
7 c. formulating or providing, or arranging for the formulation or
8 provision of, any advertising or marketing material, including, but not
9 limited to, any telephone sales script, direct mail solicitation, or the
10 text of any Internet website, email, or other electronic communication;
11 d. formulating or providing, or arranging for the formulation or
12 provision of, any marketing support material or service, including but
13 not limited to, web or Internet Protocol addresses or domain name
14 registration for any Internet websites, affiliate marketing services, or
15 media placement services;
16 e. providing names of, or assisting in the generation of, potential
17 customers;
18 f. performing marketing, billing, or payment services of any kind;
19 g. acting or serving as an owner, officer, director, manager, or principal
20 of any entity; and

21 3. “**Bankruptcy Proceeding**” means *In re Consumer Advocacy Center*
22 *Inc.*, Case No. 19-10655, currently pending in the United States Bankruptcy Court,
23 Southern District of Florida, Fort Lauderdale Division;

24 4. “**Chapter 7 Trustee**” means Sonya Salkin Slott, the Trustee
25 appointed over Defendant Consumer Advocacy Center Inc. d/b/a Premier Student
26 Loan Center by the United States Bankruptcy Court, Southern District of Florida,
27 Fort Lauderdale Division in the Bankruptcy Proceeding and any successor trustee.
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1 5. **“Consumer”** means an individual or an agent, trustee, or
2 representative acting on behalf of an individual;

3 6. **“Debt”** means any obligation or alleged obligation to pay money,
4 whether or not such obligation has been reduced to judgment;

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

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

14 a. **“Corporate Defendants”** means Consumer Advocacy Center
15 Inc., d/b/a Premier Student Loan Center, True Count Staffing Inc.,
16 d/b/a SL Account Management, Prime Consulting LLC, d/b/a
17 Financial Preparation Services, and any other name by which each
18 Corporate Defendant may be known or operate;

19 b. **“Individual Defendants”** means Albert Kim (aka Albert King),
20 Kaine Wen (aka Wenting Kaine Dai, Wen Ting Dai, Kaine Wen
21 Dai), and Tuong Nguyen (aka Tom Nelson), and any other name by
22 which each Individual Defendant may be known;

23 c. **“Receivership Defendants”** means True Count Staffing Inc.,
24 d/b/a SL Account Management, Prime Consulting LLC, d/b/a
25 Financial Preparation Services and their successors, assigns,
26 affiliates, or subsidiaries, and each of them, by whatever names each
27 may be known, provided that the Receiver has reason to believe they
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1 are owned or controlled in whole or in part by any of the
2 Receivership Defendants;

3 d. **“Relief Defendant”** means Infinite Management Corp., f/k/a
4 Infinite Management Solutions Inc., Hold The Door, Corp., TN
5 Accounting Inc., and any other name by which each Relief Defendant
6 may be known or operate; and

7 9. **“Document”** and **“Electronically Stored Information”** are
8 synonymous in meaning and equal in scope to the usage of the terms in Rule 34(a)
9 of the Federal Rules of Civil Procedure and include but are not limited to:

10 a. the original or a true copy of any written, typed, printed,
11 electronically stored, transcribed, taped, recorded, filmed, punched,
12 or graphic matter or other data compilations of any kind, including,
13 but not limited to, letters, email or other correspondence, messages,
14 memoranda, paper, interoffice communications, notes, reports,
15 summaries, manuals, magnetic tapes or discs, tabulations, books,
16 records, checks, invoices, work papers, journals, ledgers, statements,
17 returns, reports, schedules, files, charts, logs, electronic files, stored
18 in any medium;

19 b. any electronically created or stored information, including but
20 not limited to electronic mail, instant messaging, videoconferencing,
21 SMS, MMS, or other text messaging, and other electronic
22 correspondence (whether active, archived, unsent, or in an deleted
23 items folder), word processing files, spreadsheets, databases,
24 Document metadata, presentation files, and sound recordings,
25 whether stored on any cell phones, smartphones, flash drives,
26 personal digital assistants (“PDAs”), cards, desktop personal
27 computer and workstations, laptops, notebooks and other portable
28 computers, or other electronic storage media, backup disks and tapes,

1 archive disks and tapes, and other forms of offline storage, whether
2 assigned to individuals or in pools of computers available for shared
3 use, or personally owned but used for work-related purposes, whether
4 stored on-site with the computer used to generate them, stored offsite
5 in another company facility, or stored, hosted, or otherwise
6 maintained off-site by a third party; and computers and related offsite
7 storage used by Defendants or Defendants' participating associates,
8 which may include Persons who are not employees of the company
9 or who do not work on company premises; and

10 10. **“Electronic Data Host”** means any Person or entity that stores, hosts,
11 or otherwise maintains electronically stored information;

12 11. **“Bankruptcy Estate”** means the bankruptcy estate created within the
13 Bankruptcy Proceeding by operation of law pursuant to 11 U.S.C. § 541;

14 12. **“Financial Institution”** means any bank, savings and loan institution,
15 credit union, or any financial depository of any kind, including, but not limited to,
16 any brokerage house, trustee, broker-dealer, escrow agent, title company,
17 commodity trading company, or precious metal dealer;

18 13. **“Person”** means an individual, partnership, company, corporation,
19 association (incorporated or unincorporated), trust, estate, cooperative
20 organization, or other entity;

21 14. **“Plaintiff”** or **“Bureau”** means the Bureau of Consumer Financial
22 Protection;

23 15. **“Receiver”** means the temporary receiver appointed in Section XII of
24 this Order and any deputy receivers that shall be named by the temporary receiver;

25 16. **“Telemarketer”** means any Person who, in connection with
26 Telemarketing, initiates or receives telephone calls to or from a customer or donor.
27 16 C.F.R. § 310.2(cc); and
28

1 any material aspect of any service performed by the Defendant or any other person,
2 including, but not limited to:

3 A. The nature, purpose, or any other material aspect of any fee collected by
4 any Defendant or any other person;

5 B. That any Defendant or any other Person will or likely will help obtain
6 forgiveness of any loan under a federal student loan forgiveness program;
7 and

8 C. That any Defendant or any other Person will or likely will help obtain
9 lower payments on any loan under a federal student loan repayment
10 program.

11 **III. PRESERVATION OF RECORDS AND TANGIBLE THINGS**

12 **IT IS FURTHER ORDERED** that Defendants and their successors,
13 assigns, officers, agents, servants, employees, independent contractors, and
14 attorneys, and those Persons in active concert or participation with any of them,
15 who receive actual notice of this Order by personal service, facsimile transmission,
16 email, or otherwise, whether acting directly or indirectly are hereby temporarily
17 enjoined from destroying, erasing, mutilating, concealing, altering, transferring, or
18 otherwise disposing of, in any manner, directly or indirectly, any Documents or
19 records that relate to the business practices, or business or personal finances of any
20 Defendant, or other entity directly or indirectly under the control of any Defendant.

21 **IV. WEBSITES**

22 **IT IS FURTHER ORDERED** that, immediately upon service of the Order
23 upon them and pending determination of Plaintiff's request for a preliminary
24 injunction, (1) any Person hosting any Internet website for, or on behalf of, any
25 Defendant, and (2) Defendants and their successors, assigns, officers, agents,
26 servants, employees, independent contractors, and attorneys, and those Persons in
27 active concert or participation with any of them, who receive actual notice of this
28 order by personal service, facsimile transmission, email, or otherwise, whether

1 acting directly or through any corporation, subsidiary, division, or other device,
2 shall:

- 3 A. Prevent the destruction or erasure of any Internet website used by
4 Defendants for the advertising, marketing, promotion, offering for sale,
5 sale, or performance of any Debt-Relief Service, by preserving such
6 website in the format in which it is maintained currently; and
7 B. Immediately notify Plaintiff's counsel, in writing, of any other Internet
8 website operated or controlled by any Defendant.

9 **V. INTERNET DOMAIN NAME REGISTRATIONS**

10 **IT IS FURTHER ORDERED** that, pending determination of Plaintiff's
11 request for a preliminary injunction, any domain name registrar shall provide
12 immediate notice to Plaintiff's counsel of any Internet domain names registered or
13 controlled by any Defendants.

14 **VI. ASSET FREEZE**

15 **IT IS FURTHER ORDERED** that Receivership Defendants, Individual
16 Defendants, or Relief Defendants, and their successors, assigns, officers, agents,
17 servants, employees, independent contractors, and attorneys, and all Persons
18 directly or indirectly under the control of any of them, including any Financial
19 Institution, and all other Persons in active concert or participation with any of
20 them, who receive actual notice of this Order by personal service, facsimile, email,
21 or otherwise, are hereby temporarily restrained and enjoined from directly or
22 indirectly:

- 23 A. Selling, liquidating, assigning, transferring, converting, loaning,
24 hypothecating, disbursing, gifting, conveying, encumbering, pledging,
25 concealing, dissipating, spending, withdrawing, or otherwise disposing of
26 any Asset that is:

- 1 1. owned or controlled, directly or indirectly, by any Defendant,
2 including, but not limited to those for which a Defendant is a
3 signatory on the account;
- 4 2. held, in part or in whole, for the benefit of any Defendant
- 5 3. in the actual or constructive possession of any Defendant; or
- 6 4. in the actual or constructive possession of, or owned or controlled
7 by, or subject to access by, or belonging to, any corporation,
8 partnership, trust or other entity directly or indirectly owned,
9 managed or controlled by any Defendant; and

10 B. Opening, or causing to be opened, any safe deposit box, commercial mail
11 box, or storage facility belonging to, for the use or benefit of, controlled
12 by, or titled in the name of any Defendant or subject to access by any
13 Defendant;

14 C. Incurring charges or cash advances on any credit card, stored value card,
15 debit card, or charge card issued in the name, singly or jointly, of any
16 Defendant or any other entity directly or indirectly owned, managed, or
17 controlled by any Defendant;

18 D. Cashing any checks or depositing or processing any payment from any
19 Consumer, client, or customer of any Defendant; and

20 E. Incurring liens or encumbrances on real property, personal property, or
21 other Assets in the name, singly or jointly, of Defendants or of any
22 corporation, partnership, or other entity directly or indirectly owned,
23 managed, or controlled by any Defendant.

24 **IT IS FURTHER ORDERED** that the Assets affected by this Section shall
25 include: (a) all Assets of each Receivership Defendant, Individual Defendant, or
26 Relief Defendant, as of the time this Order is entered, and (b) those Assets
27 obtained or received after entry of this Order that are derived, directly or indirectly,
28 from the actions alleged in Plaintiff's Complaint. This Section does not prohibit

1 transfers to the Receiver, as specifically required in Section XVI (Delivery of
2 Receivership Property), nor does it prohibit the Repatriation of Foreign Assets, as
3 specifically required in Section X of this Order.

4 **VII. RETENTION OF ASSETS AND RECORDS BY**
5 **FINANCIAL INSTITUTIONS AND OTHER THIRD PARTIES**

6 **IT IS FURTHER ORDERED** that, except as otherwise ordered by this
7 Court, any Financial Institution, brokerage, business entity, Electronic Data Host,
8 payment processor, merchant bank, payment gateway, or Person served with a
9 copy of this Order, or who otherwise has actual or constructive knowledge of this
10 Order, that has held, controlled, or maintained custody of any account, Document,
11 or Asset of, on behalf of, in the name of, for the benefit of, subject to withdrawal
12 by, subject to access or use by, or under the signatory power of any Defendant, or
13 other party subject to Section VI (Asset Freeze) above, or has held, controlled, or
14 maintained any such account, Document, or Asset shall:

- 15 A. Hold, preserve, and retain within such person's control, and prohibit the
16 withdrawal, removal, alteration, assignment, transfer, pledge,
17 hypothecation, encumbrance, disbursement, dissipation, conversion, sale,
18 liquidation, or other disposal of such account, Document, or Asset held
19 by or under such person's control, except (1) as directed by further order
20 of the Court; (2) as directed in writing by the Receiver regarding
21 accounts, Documents, or Assets held in the name of or benefit of any
22 Defendant; or (3) as directed in writing by the Chapter 7 Trustee
23 regarding accounts and Assets held in the name of or for the benefit of
24 the Bankruptcy Estate;
- 25 B. Provide the Receiver, the Receiver's agents, Plaintiff, and Plaintiff's
26 agents immediate access to Documents, including those electronically
27 stored, hosted, or otherwise maintained on behalf of Defendants, for
28 forensic imaging or copying;

1 C. Deny access to any safe deposit box, commercial mail box, or storage
2 facility belonging to, for the use or benefit of, controlled by, or titled in
3 the name of any Defendant, or subject to access by any Defendant or
4 other party subject to Section VI (Asset Freeze) above, except that this
5 subsection shall not limit the Receiver's or Chapter 7 Trustee's access to
6 such places;

7 D. Provide to Plaintiff's counsel and the Receiver, within one business day
8 of receiving a copy of this Order, a sworn statement setting forth:

- 9 1. the identification of each account or Asset titled in the name,
10 individually or jointly, or held on behalf of or for the benefit of,
11 subject to withdrawal by, subject to access or use by, or under the
12 signatory power of any Defendant, or other party subject to Section
13 VI (Asset Freeze) above, whether in whole or in part;
- 14 2. the balance of each such account, or a description of the nature and
15 value of such Asset, as of the close of business on the day on
16 which this Order is served;
- 17 3. the identification of any safe deposit box, commercial mail box, or
18 storage facility belonging to, for the use or benefit of, controlled
19 by, or titled in the name of any Defendant, or subject to access by
20 any Defendant, or other party subject to Section VI (Asset Freeze)
21 above, whether in whole or in part;
- 22 4. if the account, safe deposit box, or other Asset has been closed or
23 removed, the date closed or removed, the balance on said date, and
24 the name or the Person or entity to whom such account or other
25 Asset was remitted;
- 26 5. Subsection VII.D does not apply to the Chapter 7 Trustee; and

27 E. Provide to Plaintiff's counsel and the Receiver, within three business
28 days of receiving a request, copies of all Documents pertaining to such

1 account or Asset, including but not limited to originals or copies of
2 account applications, account statements, signature cards, checks, drafts,
3 deposit tickets, transfers to and from the accounts, all other debit and
4 credit instruments or slips, currency transaction reports, 1099 forms, and
5 safe deposit box logs; provided that such institution or custodian may
6 charge a reasonable fee;

7 F. Cooperate with all reasonable requests of the Receiver relating to this
8 Order's implementation;

9 G. The accounts subject to this provision include: (a) all Assets of each
10 Defendant deposited as of the time this Order is entered, and (b) those
11 Assets deposited after entry of this Order that are derived from the
12 actions alleged in Plaintiff's Complaint. This Section does not include
13 Assets under the exclusive control of the Chapter 7 Trustee in the
14 Bankruptcy Proceeding. Further, this Section does not prohibit transfers
15 to the Receiver, as specifically required in Section XVI (Delivery of
16 Receivership Property), nor does it prohibit the Repatriation of Foreign
17 Assets, as specifically required in Section X of this Order; and

18 H. Plaintiff is granted leave, pursuant to Rule 45 of the Federal Rules of
19 Civil Procedure, to subpoena Documents immediately from any Financial
20 Institution, brokerage, business entity, Electronic Data Host, or Person
21 served with a copy of this Order that holds, controls, or maintains
22 custody of any account, Document, or Asset of, on behalf of, in the name
23 of, for the benefit of, subject to access or use by, or under the signatory
24 power of any Defendant or party subject to Section VI (Asset Freeze)
25 above, or has held, controlled, or maintained any such account,
26 Document, or Asset and such financial or brokerage institution, business
27 entity, Electronic Data Host or Person shall respond to such subpoena
28 within three business days after service.

1 **VIII. FINANCIAL STATEMENTS AND ACCOUNTING**

2 **IT IS FURTHER ORDERED** that as set forth below, each Receivership
3 Defendant, Individual Defendant, and Relief Defendant, within three (3) business
4 days of service of this Order, shall prepare and deliver to Plaintiff’s counsel and to
5 the Receiver:

6 A. For each Individual Defendant, a completed financial statement accurate
7 as of the date of service of this Order upon such Defendant on the form
8 of Attachment A to this Order captioned “Individual Financial
9 Statement”;

10 B. For each Receivership Defendant and Relief Defendant, a completed
11 financial statement accurate as of the date of service of this Order upon
12 such Defendant (unless otherwise agreed upon with Plaintiff’s counsel)
13 in the form of Attachment B to this Order captioned “Corporate Financial
14 Statement”;

15 C. A list of all officers and directors of the Receivership Defendants and
16 Relief Defendants and all other individuals or entities with authority to
17 direct the operations of each Receivership Defendant and Relief
18 Defendant or withdraw money from the account of such Defendant;

19 D. For each Receivership Defendant, Individual Defendant, and Relief
20 Defendant, a statement, verified under oath, of all payments, transfers, or
21 assignments of any Assets worth \$5,000 or more since January 1, 2015.
22 Such statements shall include: (a) the amount transferred or assigned; (b)
23 the name of each transferee or assignee; (c) the date of the assignment or
24 transfer; and (d) the type and amount of consideration paid by or to the
25 Defendant. Each statement shall specify the name and address of each
26 Financial Institution at which Receivership Defendant, Individual
27 Defendant, or Relief Defendant, has accounts or safe deposit boxes; and
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1 E. For each Receivership Defendant, Individual Defendant, and Relief
2 Defendant, a detailed accounting, verified under oath, of all gross and net
3 profits obtained from, derived from, or related in any way to the offer for
4 sale or sale of any Debt-Relief Product or Service since January 1, 2015.

5 **IX. CONSUMER CREDIT REPORTS**

6 **IT IS FURTHER ORDERED** that pursuant to Section 604(a)(1) of the Fair
7 Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), Plaintiff may obtain credit reports
8 concerning any Defendant or Relief Defendant, and that, upon written request, any
9 credit reporting agency from which such reports are requested shall provide them
10 to Plaintiff.

11 **X. REPATRIATION OF FOREIGN ASSETS**

12 **IT IS FURTHER ORDERED** that, within three business days following
13 the service of this Order, each Defendant shall:

14 A. Provide Plaintiff's counsel and the Receiver with a full accounting,
15 verified under oath and accurate as of the date of this Order, of all Assets,
16 accounts, and Documents outside of the territory of the United States of
17 America that are held (1) by the Defendant; (2) for any Defendant's
18 benefit or for the benefit of any corporation, partnership, asset protection
19 trust, or other entity that is directly or indirectly owned, managed, or
20 controlled by any Defendant; (3) in trust by or for any Defendant,
21 individually or jointly; or (4) under any Defendant's direct or indirect
22 control, individually or jointly;

23 B. Transfer to the territory of the United States of America all Assets,
24 accounts, and Documents in foreign countries held (1) by any Defendant;
25 (2) for any Defendant's benefit; (3) in trust by or for any Defendant,
26 individually or jointly; or (4) under any Defendant's direct or indirect
27 control, individually or jointly;

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- 1 C. Hold and retain all repatriated Assets, accounts, funds, and Documents,
2 and prevent any transfer, disposition, or dissipation whatsoever of any
3 such Assets, accounts, or Documents;
- 4 D. Provide Plaintiff access to all records of accounts, Documents, or Assets
5 of the Receivership Defendant, Individual Defendant, or Relief
6 Defendant held by Financial Institutions or other third parties located
7 outside the territorial United States of America by signing the Consent to
8 Release of Financial Records attached to this Order as Attachment C. All
9 repatriated Assets, accounts, and Documents are subject to Section VI
10 (Asset Freeze) of this Order; and
- 11 E. The same business day as any repatriation, (1) notify the Receiver and
12 counsel for Plaintiff of the name and location of the Financial Institution
13 or other entity that is the recipient of such Assets, accounts, and
14 Documents; and (2) serve this Order on any such Financial Institution or
15 other entity.

16 **XI. NONINTERFERENCE WITH REPATRIATION**

17 **IT IS FURTHER ORDERED** that Defendants and their successors,
18 assigns, officers, agents, servants, employees, and attorneys, and those Persons in
19 active concert or participation with any of them, who receive actual notice of this
20 Order by personal service or otherwise, whether acting directly or indirectly, are
21 hereby temporarily restrained and enjoined from taking any action, directly or
22 indirectly, which may result in the hindrance of the repatriation required by Section
23 X of this Order, including, but not limited to:

- 24 A. Sending any statement, communication, letter, fax, email or wire
25 transmission, or telephoning or engaging in any other act, directly or
26 indirectly, that results in a determination by a foreign trustee or other
27 entity that a “duress” event has occurred under the terms of a foreign
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1 trust agreement until such time that all Assets have been fully repatriated
 2 pursuant to Section X (Repatriation of Foreign Assets) of this Order; or
 3 B. Notifying any trustee, protector, or other agent of any foreign trust or
 4 other related entities of either the existence of this Order, or of the fact
 5 that repatriation is required pursuant to a court order, until such time that
 6 all Assets have been fully repatriated pursuant to Section X (Repatriation
 7 of Foreign Assets) of this Order.

8 **XII. APPOINTMENT OF A TEMPORARY RECEIVER**

9 **IT IS FURTHER ORDERED** that _____ is
 10 appointed temporary Receiver for the business activities of Receivership
 11 Defendants with the full power of an equity receiver. The Receiver shall be the
 12 agent of this Court and solely the agent of this Court in acting as Receiver under
 13 this Order. The Receiver shall be accountable directly to this Court. The Receiver
 14 shall comply with all laws and Local Rules of this Court governing federal equity
 15 receivers.

16 **XIII. DUTIES AND AUTHORITIES OF TEMPORARY RECEIVER**

17 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized
 18 to accomplish the following:

- 19 A. Assume full control of the Receivership Defendants by removing, as the
 20 Receiver deems necessary or advisable, any director, officer, independent
 21 contractor, employee, attorney, or agent of any of the Receivership
 22 Defendants, including but not limited to any named Defendant, from
 23 control of, management of, or participation in, the affairs of the
 24 Receivership Defendants;
 25 B. Take exclusive custody, control, and possession of all Assets and
 26 Documents of, or in the possession, custody, or under the control of, the
 27 Receivership Defendants, wherever situated. The Receiver will assume
 28 control over the income and profits therefrom and all sums of money now

1 or hereafter due or owing to the Receivership Defendants. The Receiver
2 shall have full power to divert mail and to sue for, collect, receive, take
3 into possession, hold, and manage all Assets and Documents of the
4 Receivership Defendants and other Persons whose interests are now held
5 by or under the direction, possession, custody, or control of the
6 Receivership Defendants. *Provided, however,* however, that the Receiver
7 will not attempt to collect or receive any amount from a Consumer if the
8 Receiver or Plaintiff believes the Consumer was a victim of the unlawful
9 conduct alleged in the complaint in this matter;

10 C. Take all steps necessary to secure the business premises of the
11 Receivership Defendants. Such steps may include, but are not limited to,
12 the following as the Receiver deems necessary or advisable:

- 13 1. serving and filing this Order;
- 14 2. completing a written inventory of all Receivership Assets;
- 15 3. obtaining pertinent information from all employees and other
16 agents of the Receivership Defendants, including but not limited
17 to, the name, home address, social security number, job
18 description, method of compensation, and all accrued and unpaid
19 commissions and compensation of each such employee or agent,
20 and all computer hardware and software passwords;
- 21 4. videotaping or photographing all portions of such business
22 premises;
- 23 5. securing the location by changing the locks and alarm codes and
24 disconnecting any internet access or other means of access to the
25 computers, servers, internal networks, or other records maintained
26 at that location;
- 27 6. requiring any Persons present on the premises at the time this
28 Order is served to leave the premises, to provide the Receiver with

1 proof of identification, or to demonstrate to the satisfaction of the
2 Receiver that such Persons are not removing from the premises
3 Documents or Assets of the Receivership Defendants;

4 7. requiring all employees, independent contractors, and consultants
5 of the Receivership Defendants to complete a questionnaire
6 submitted by the Receiver; and

7 D. Conserve, hold, and manage all Receivership Defendants' Assets, and
8 perform all acts necessary or advisable to preserve the value of those
9 Assets, in order to prevent any irreparable loss, damage, or injury to
10 Consumers or to creditors of the Receivership Defendants, including, but
11 not limited to, obtaining an accounting of the Assets and preventing
12 transfer, withdrawal, or misapplication of Assets;

13 E. Liquidate any and all securities or commodities owned by or for the
14 benefit of the Receivership Defendants as the Receiver deems to be
15 advisable or necessary;

16 F. Take all steps necessary to prevent the modification, destruction, or
17 erasure of any web page or website registered to and operated, in whole
18 or in part, by any Defendant, and to provide access to all such web page
19 or websites to Plaintiff's representatives, agents, and assistants, as well as
20 Defendants and their representatives;

21 G. Enter into contracts and purchase insurance as the Receiver deems to be
22 advisable or necessary;

23 H. Prevent the inequitable distribution of Assets and determine, adjust, and
24 protect the interests of Consumers and creditors who have transacted
25 business with the Receivership Defendants;

26 I. Manage and administer the business of the Receivership Defendants until
27 further order of this Court by performing all incidental acts that the
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- Receiver deems to be advisable or necessary, which includes retaining, hiring, or dismissing any employees, independent contractors, or agents;
- J. Choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order;
 - K. Make payments and disbursements from the Receivership Defendants' estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order. The Receiver shall apply to the Court for prior approval of any payment of any Debt or obligation incurred by the Receivership Defendants prior to the date of entry of this Order, except payments that the Receiver deems necessary or advisable to secure Assets of the Receivership Defendants, such as rental payments;
 - L. Determine and implement measures to ensure that the Receivership Defendants comply with and prevent violations of this Order and all other applicable laws, including, but not limited to, if appropriate, revising sales materials and implementing monitoring procedures;
 - M. Institute, compromise, adjust, appear in, intervene in, or become party to such actions or proceedings in state, federal, or foreign courts that the Receiver deems necessary and advisable to preserve or recover the Assets of the Receivership Defendants, or that the Receiver deems necessary and advisable to carry out the Receiver's mandate under this Order;
 - N. Defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings instituted in the past or in the future against the Receiver in his or her role as Receiver, or against the Receivership Defendants, that the Receiver deems necessary and advisable to preserve the Assets of the

1 Receivership Defendants or that the Receiver deems necessary and
2 advisable to carry out the Receiver's mandate under this Order;

3 O. Continue and conduct the business of the Receivership Defendants in
4 such manner, to such extent, and for such duration as the Receiver may in
5 good faith deem to be necessary or appropriate to operate the business
6 profitably and lawfully, if at all; *provided, however*, that the continuation
7 and conduct of the business shall be conditioned upon the Receiver's
8 good faith determination that the businesses can be lawfully operated at a
9 profit using the Assets of the Receivership Defendants' estate;

10 P. Take depositions and issue subpoenas to obtain Documents and records
11 pertaining to the receivership estate and compliance with this Order.

12 Subpoenas may be served by agents or attorneys of the Receiver and by
13 agents of any process server retained by the Receiver;

14 Q. Open one or more bank accounts as designated depositories for funds of
15 the Receivership Defendants. The Receiver shall deposit all funds of the
16 Receivership Defendants in such a designated account and shall make all
17 payments and disbursements from the receivership estate from such
18 account(s);

19 R. Maintain accurate records of all receipts and expenditures that made as
20 Receiver;

21 S. Cooperate with reasonable requests for information or assistance from
22 any state or federal law enforcement agency;

23 T. If the Receiver identifies a nonparty entity as a Receivership Entity,
24 promptly notify the entity as well as the parties, and inform the entity that
25 it can challenge the Receiver's determination by filing a motion with the
26 Court. Provided, however, that the Receiver may delay providing such
27 notice until the Receiver has established control of the nonparty entity
28 and its Assets and records, if the Receiver determines that notice to the

1 entity may result in the destruction of records, dissipation of Assets, or
2 any other obstruction of the Receiver's control of the entity;

3 U. Maintain the chain of custody of all of Defendants' records in their
4 possession; and

5 V. Notify all courts in which Receivership Defendants have litigation
6 pending, that this case is pending, and request temporary stays, where
7 appropriate, of those cases or any other necessary relief to preserve the
8 rights of Consumers.

9 **XIV. IMMEDIATE ACCESS TO BUSINESS PREMISES AND RECORDS**

10 **IT IS FURTHER ORDERED** that Plaintiff, the Receiver, and their
11 respective representatives, agents, contractors, or assistants, are permitted
12 immediate access to the Receivership Defendants' business premises.

13 **IT IS FURTHER ORDERED** that Defendants and their successors,
14 assigns, officers, directors, agents, servants, employees, attorneys, and all other
15 Persons directly or indirectly, in whole or in part, under their control, and all other
16 Persons in active concert or participation with them, who receive actual notice of
17 this Order by personal service, facsimile, email, or otherwise, whether acting
18 directly or, shall:

19 A. Allow Plaintiff and the Receiver, and their respective representatives,
20 agents, attorneys, investigators, paralegals, contractors, or assistants,
21 including, but not limited to, federal, state, and local law enforcement
22 officers, including the United States Marshals Service, the Federal
23 Bureau of Investigation, the Internal Revenue Service, the Sheriff or
24 deputy of any county, and the Police Department or police officer of any
25 community, immediate access to:

- 26 1. all of the Receivership Defendants' business premises, including
27 but not limited to:

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- a. 173 Technology Dr. Suite 202, Irvine, CA 92618; 15261 Laguna Canyon Road, Suite 200, Irvine, CA 92618; 8 Hughes Parkway, Irvine, CA 92618;
 - b. any storage facilities;
 - c. such other business locations that are wholly or partially owned, rented, leased, or under the temporary or permanent control of any Receivership Defendant; and
- 2. any other premises where Receivership Defendants conduct business, sales operations, or customer service operations;
 - 3. any premises where Documents related to the Receivership Defendants' businesses are stored or maintained, including but not limited to a storage unit;
 - 4. any premises where Assets belonging to any Receivership Defendant are stored or maintained;
 - 5. any Documents located at any of the locations described in this Section; and

B. Immediately identify to Plaintiff's counsel and the Receiver:

- 1. all of Defendants' business premises and storage facilities;
- 2. any non-residence premises where any Defendant conducts business, sales operations, or customer service operations;
- 3. any non-residence premises where Documents related to the business, sales operations, or customer service operations of any Defendant are hosted, stored, or otherwise maintained, including but not limited to the name and location of any Electronic Data Hosts;
- 4. any non-residence premises where Assets belonging to any Defendant are stored or maintained; and

1 C. Provide Plaintiff and the Receiver, and their respective representatives,
2 agents, attorneys, investigators, paralegals, contractors, or assistants with
3 any necessary means of access to, copying of, and forensic imaging of
4 Documents, including, without limitation, identifying the locations of
5 Receivership Defendants' business premises, keys and combinations to
6 business premises locks, passwords to devices that hold Electronically
7 Stored Information, computer access codes of all computers used to
8 conduct Receivership Defendants' business, access to (including but not
9 limited to execution of any Documents necessary for access to and
10 forensic imaging of) any data stored, hosted or otherwise maintained by
11 an Electronic Data Host, and storage area access information.

12 **IT IS FURTHER ORDERED** that:

13 D. Plaintiff and the Receiver are authorized to employ the assistance of
14 federal, state, and local law enforcement officers, including, but not
15 limited to, the United States Marshals service, the United States Marshal
16 or Deputy United States Marshal, the Federal Bureau of Investigation, the
17 Internal Revenue Service, and the Sheriff or deputy of any county, and
18 the Police Department and police officer of any community, to effect
19 service, to implement peacefully the provisions of this Order, and to keep
20 the peace;

21 E. The assistance of law enforcement is highly advisable to ensure that this
22 Order is executed in an efficient, safe, and orderly manner. It is the
23 primary role and mission of the United States Marshals Service to
24 provide security and to obey, execute, and enforce all orders of the
25 United States District Courts and the United States Courts of Appeals as
26 provided by law. The United States Marshals Service shall execute all
27 lawful writs, process, and orders issued under the authority of the United
28 States, and shall command all necessary assistance to execute its duties.

1 The United States Marshals Service, the Federal Bureau of Investigation,
2 the Internal Revenue Service, or the local law enforcement is authorized
3 to use any reasonable force in the enforcement of this Order;

4 F. The Receiver shall immediately allow Plaintiff and its representatives,
5 agents, contractors, or assistants into the premises and facilities described
6 in this Section to inspect, inventory, image, and copy Documents relevant
7 to any matter contained in this Order, wherever they may be situated. The
8 Receiver may exclude Receivership Defendants, Individual Defendants,
9 and Relief Defendants and their agents and employees from the business
10 premises and facilities during the immediate access. No one shall
11 interfere with Plaintiff's or the Receiver's inspection of Receivership
12 Defendants' premises or Documents;

13 G. The Receiver and Plaintiff shall have the right to remove any Documents,
14 including any devices containing Electronically Stored Information
15 related to Defendants' business practices from the premises in order that
16 they may be inspected, inventoried, and copied. The materials so
17 removed shall be returned within five business days of completing said
18 inventory and copying. If any property, records, Documents, or computer
19 files relating to the Receivership Defendants' finances or business
20 practices are located in the residence of any Individual Defendant or are
21 otherwise in the custody or control of any Defendant, then such
22 Defendant shall produce them to the Receiver within twenty-four hours
23 of service of this Order. In order to prevent the destruction of computer
24 data, upon service of this Order upon Defendants, any such computers
25 may be powered down (turned off) in the normal course for the operating
26 systems used on such computers and shall not be powered up or used
27 again until produced for copying and inspection, along with any codes
28 needed for access. Plaintiff's and the Receiver's representatives may also

1 photograph and videotape the inside and outside of all premises to which
2 they are permitted access by this Order, and all Documents and other
3 items found on such premises;

4 H. Plaintiff's access to the Defendants' Documents pursuant to this Order
5 shall not provide grounds for any Defendant to object to any subsequent
6 request for Documents served by Plaintiff; and

7 I. The Receiver shall allow the Defendants and their representatives
8 reasonable access to the premises of the Receivership Defendants. The
9 purpose of this access shall be to inspect, inventory, and copy any and all
10 Documents and other property owned by or in the possession of the
11 Receivership Defendants, provided that those Documents and property
12 are not removed from the premises. The Receiver shall have the
13 discretion to determine the time, manner, and reasonable conditions of
14 such access.

15 **IT IS FURTHER ORDERED** that:

16 J. The United States Marshals, the Federal Bureau of Investigation, the
17 Internal Revenue Service, or other local law enforcement officers are
18 authorized to escort Plaintiff, the Receiver, and Plaintiff's and the
19 Receiver's representatives and agents inside Defendants' business
20 premises including, but not limited to, the locations identified in
21 Subsection XIV.A of this Order;

22 K. The United States Marshals, the Federal Bureau of Investigation, the
23 Internal Revenue Service, or other local law enforcement officers, and
24 those Persons acting under their supervision, including Plaintiff and its
25 representatives and attorneys are authorized and directed to serve this
26 Order along with any summons, complaint, motions, declarations, and
27 discovery requests on Defendants, including at the premises identified in
28 Subsection XIV.A of this Order;

1 L. Defendants and their employees, agents, and bookkeepers shall provide
2 immediate access to such locations to Plaintiff, the Receiver, the United
3 States Marshals Service, the Federal Bureau of Investigation, the Internal
4 Revenue Service, or other local law enforcement officers and to
5 Plaintiff's attorneys;

6 M. Receivership Defendants, Individual Defendants, and Relief Defendants,
7 and their employees, agents, and bookkeepers shall also immediately
8 provide usernames and passwords to all computers and systems that store
9 information concerning Defendants' business operations; and

10 N. Receivership Defendants, Individual Defendants, and Relief Defendants,
11 and their employees shall surrender iPhone, Android, or other mobile
12 access devices that contain information concerning Defendants' business
13 operations to the Receiver or Plaintiff's representatives.

14 **XV. COOPERATION WITH TEMPORARY RECEIVER**

15 **IT IS FURTHER ORDERED** that:

16 A. Receivership Defendants, Individual Defendants, and Relief Defendants
17 and their successors, assigns, officers, agents, directors, servants,
18 employees, salespersons, independent contractors, attorneys, and
19 corporations, and all other Persons or entities in active concert or
20 participation with them, who receive actual notice of this Order by
21 personal service or otherwise, whether acting directly or indirectly, or
22 any of them, shall fully cooperate with and assist the Receiver.

23 Receivership Defendants', Individual Defendants', and Relief
24 Defendants' cooperation and assistance shall include, but not be limited
25 to:

- 26 1. Providing any information to the Receiver that the Receiver deems
27 necessary to exercising the authority and discharging the
28 responsibilities of the Receiver under this Order, including but not

1 limited to allowing the Receiver to inspect Documents and Assets
2 and to partition office space;

3 2. Providing any username or password and executing any
4 Documents required to access any computer or electronic files in
5 any medium, including but not limited to Electronically Stored
6 Information stored, hosted, or otherwise maintained by an
7 Electronic Data Host;

8 3. Advising all Persons who owe money to the Receivership
9 Defendants that all Debts should be paid directly to the Receiver;
10 and

11 B. Receivership Defendants, Individual Defendants, and Relief Defendants
12 and their successors, assigns, officers, directors, agents, servants,
13 employees, attorneys, and all other Persons or entities directly or
14 indirectly, in whole or in part, under their control, and all other Persons in
15 active concert or participation with them, who receive actual notice of
16 this Order by personal service or otherwise, shall not interfere in any
17 manner, directly or indirectly with the custody possession, management,
18 or control by the Receiver of Assets and Documents, and are hereby
19 temporarily restrained and enjoined from directly or indirectly:

- 20 1. Transacting any of the business of the Receivership Defendants;
21 2. Destroying, secreting, erasing, mutilating, defacing, concealing,
22 altering, transferring or otherwise disposing of, in any manner,
23 directly or indirectly, any Documents or equipment of Defendants,
24 including but not limited to contracts, agreements, Consumer files,
25 Consumer addresses and telephone numbers, correspondence,
26 advertisements, brochures, sales material, sales presentations,
27 Documents evidencing or Defendants' services, training materials,
28 scripts, data, computer tapes, disks, or other computerized records,

1 books, written or printed records, handwritten notes, telephone
2 logs, “verification” or “compliance” tapes or other audio or video
3 tape recordings, receipt books, invoices, postal receipts, ledgers,
4 personal and business canceled checks and check registers, bank
5 statements, appointment books, copies of federal, state or local
6 business or personal income or property tax returns, photographs,
7 mobile devices, electronic storage media, accessories, and any
8 other Documents, records or equipment of any kind that relate to
9 the business practices or business or personal finances of the
10 Defendants or any other entity directly or indirectly under the
11 control of the Defendants;

- 12 3. Transferring, receiving, altering, selling, encumbering, pledging,
13 assigning, liquidating, or otherwise disposing of any Assets owned,
14 controlled, or in the possession or custody of, or in which an
15 interest is held or claimed by, the Receivership Defendants, or the
16 Receiver;
- 17 4. Excusing Debts owed to the Receivership Defendants;
- 18 5. Failing to notify the Receiver of any Asset, including accounts, of
19 a Receivership Defendant held in any name other than the name of
20 the Receivership Defendant, or by any Person or entity other than
21 the Receivership Defendant, or failing to provide any assistance or
22 information requested by the Receiver in connection with
23 obtaining possession, custody, or control of such Assets;
- 24 6. Failing to create and maintain books, records, and accounts which,
25 in reasonable detail, accurately, fairly, and completely reflect the
26 incomes, assets, disbursements, transactions and use of monies by
27 the Defendants or any other entity directly or indirectly under the
28 control of the Defendants;

- 1 7. Doing any act or refraining from any act whatsoever to interfere
2 with the Receiver’s taking custody, control, possession, or
3 managing of the Assets or Documents subject to this Receivership;
4 or to harass or to interfere with the Receiver in any way; or to
5 interfere in any manner with the exclusive jurisdiction of this Court
6 over the Assets or Documents of the Receivership Defendants; or
7 to refuse to cooperate with the Receiver or the Receiver’s duly
8 authorized agents in the exercise of their duties or authority under
9 any Order of this Court; and
- 10 8. Filing, or causing to be filed, any petition on behalf of the
11 Receivership Defendants for relief under the United States
12 Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, or of any similar
13 insolvency proceeding on behalf of the Receivership Defendants,
14 without prior approval of the Receiver and the Court.

15 **XVI. DELIVERY OF RECEIVERSHIP PROPERTY**

16 **IT IS FURTHER ORDERED** that immediately upon service of this Order
17 upon them or upon their otherwise obtaining actual knowledge of this Order (or
18 within a period permitted by the Receiver), Defendants, and any other Person or
19 entity, including but not limited to Financial Institutions and Electronic Data Hosts,
20 shall transfer or deliver access to possession, custody, and control of the following
21 to the Receiver:

- 22 A. All Assets held by or for the benefit of the Receivership Defendants;
23 B. All Documents of the Receivership Defendants, including but not limited
24 to books and records of accounts, all financial and accounting records,
25 balance sheets, income statements, bank records (including monthly
26 statements, canceled checks, records of wire transfers, records of ACH
27 transactions, and check registers), client or customer lists, title
28 Documents and other papers;

1 C. All Assets belonging to members of the public now held by the
2 Receivership Defendants;

3 D. All keys, computer and other passwords, user names, entry codes,
4 combinations to locks required to open or gain or secure access to any
5 Assets or Documents of or pertaining to the Receivership Defendants,
6 wherever located, including, but not limited to, access to their business
7 premises, means of communication, accounts, computer systems (onsite
8 and remote), Electronic Data Hosts, or other property;

9 E. All Assets and Documents belonging to other Persons or entities whose
10 interests are under the direction, possession, custody, or control of the
11 Receivership Entities; and

12 F. Information identifying the accounts, employees, properties, or other
13 Assets or obligations of the Receivership Defendants.

14 **IT IS FURTHER ORDERED** that, in the event any Person or entity fails to
15 deliver or transfer immediately any Asset or otherwise fails to comply with any
16 provision of this Section, the Receiver may file *ex parte* with the court an Affidavit
17 of Non-Compliance regarding the failure. Upon filing of the affidavit, the Court
18 may authorize, without additional process or demand, Writs of Possession or
19 Sequestration or other equitable writs requested by the Receiver. The writs shall
20 authorize and direct the United States Marshal, any Deputy United States Marshal,
21 the Federal Bureau of Investigation, the Internal Revenue Service, or any sheriff or
22 deputy sheriff of any county to seize the Asset, Document, or other thing and to
23 deliver it to the Receiver.

24 **XVII. COMPENSATION FOR TEMPORARY RECEIVER**

25 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by
26 the Receiver as herein authorized, including counsel to the Receiver and
27 accountants, are entitled to reasonable compensation for the performance of duties
28 pursuant to this Order, and for the cost of actual out-of-pocket expenses incurred

1 by them, from the Assets now held by or in the possession or control of, or which
2 may be received by, the Receivership Defendants. The Receiver shall file with the
3 Court and serve on the parties periodic requests for the payment of such reasonable
4 compensation, with the first such request filed no more than sixty (60) days after
5 the date of this Order. The Receiver shall not increase the hourly rates used as the
6 bases for such fee applications without prior approval of the Court.

7 **XVIII. TEMPORARY RECEIVER'S REPORTS**

8 **IT IS FURTHER ORDERED** that the Receiver shall report to this Court
9 on or before the date set for the hearing to Show Cause regarding the Preliminary
10 Injunction, regarding: (1) the steps taken by the Receiver to implement the terms of
11 this Order; (2) the value of all liquidated and unliquidated Assets of the
12 Receivership Defendants; (3) the sum of all liabilities of the Receivership
13 Defendants; (4) the steps the Receiver intends to take in the future to (a) prevent
14 any diminution in the value of Assets of the Receivership Defendants, (b) pursue
15 receivership Assets from third parties, and (c) adjust the liabilities of the
16 Receivership Defendants, if appropriate; (5) the Receiver's assessment of whether
17 the business can be operated in compliance with this Order; and (6) any other
18 matters that the Receiver believes should be brought to the Court's attention.
19 *Provided, however,* that if any of the required information would hinder the
20 Receiver's ability to pursue receivership assets, the portions of the Receiver's
21 report containing such information may be filed under seal and not served on the
22 parties.

23 **XIX. WITHDRAWAL OF TEMPORARY RECEIVER**

24 **IT IS FURTHER ORDERED** that the Receiver and any professional
25 retained by the Receiver, including but not limited to his or her attorneys and
26 accountants, be and are hereby authorized to reasonably withdraw from his or her
27 respective appointments or representations and apply for payment of their
28 professional fees and costs at any time after the date of this Order by sending

1 written notice seven days prior to the date of the intended withdrawal to the Court
2 and to the parties along with a written report reflecting the Receiver's work,
3 findings, and recommendations, as well as an accounting for all funds and Assets
4 in possession or control of the Receiver. The Receiver shall be exonerated and the
5 receivership deemed closed seven days from the date of the mailing of such notice
6 of withdrawal. The Court will retain jurisdiction to consider the fee applications,
7 report, and accounting submitted by the Receiver and the professionals. The
8 written notice shall include an interim report indicating the Receiver's actions and
9 reflect the knowledge gained along with the fee applications of the Receiver and
10 his or her professionals. The report shall also contain the Receiver's
11 recommendations, if any.

12 **XX. TEMPORARY RECEIVER'S BOND/LIABILITY**

13 **IT IS FURTHER ORDERED** that no bond shall be required in connection
14 with the appointment of the Receiver. Except for an act of gross negligence, the
15 Receiver and the professionals shall not be liable for any loss or damage suffered
16 by any of the Defendants, their officers, agents, servants, employees, and attorneys
17 or any other person, by reason of any act performed or omitted to be performed by
18 the Receiver and the professionals in connection with the discharge of his or her
19 duties and responsibilities, including but not limited to their withdrawal from the
20 case under Section XIX.

21 **XXI. PROHIBITION ON RELEASE OF CONSUMER**
22 **INFORMATION**

23 **IT IS FURTHER ORDERED** that, except as required by a law
24 enforcement agency, law, regulation, or court order, Defendants, and their
25 successors, assigns, officers, agents, servants, employees, and attorneys, and all
26 other Persons in active concert or participation with any of them, who receive
27 actual notice of this Order by personal service or otherwise, are temporarily
28 restrained and enjoined from disclosing, using, or benefitting from Consumer

1 information, including the name, address, telephone number, email address, social
2 security number, other identifying information, or any data that enables access to a
3 Consumer's account (including a credit card, bank account, or other financial
4 account), of any person, which any Defendant obtained prior to entry of this Order
5 in connection with any Debt-Relief Product or Service.

6 **XXII. STAY OF ACTIONS**

7 **IT IS FURTHER ORDERED** that:

8 A. Except by leave of this Court, during pendency of the Receivership
9 ordered herein, Defendants are hereby stayed from taking any action for,
10 against, on behalf of, or in the name of any of the following: the
11 Receivership Defendants, any of their subsidiaries, affiliates,
12 partnerships, Assets, Documents, or the Receiver or the Receiver's duly
13 authorized agents acting in their capacities as such. Such hereby-stayed
14 actions include, but are not limited to, the following:

- 15 1. Commencing, prosecuting, continuing, entering, or enforcing any
16 suit or proceeding, except that such actions may be filed to toll any
17 applicable statute of limitations;
- 18 2. Attempting to foreclose, forfeit, alter, or terminate any interest in
19 any Asset, whether such acts are part of a judicial proceeding, are
20 acts of self-help, or otherwise;
- 21 3. Executing, issuing, serving, or causing the execution, issuance, or
22 service of, any legal process, including, but not limited to,
23 attachments, garnishments, subpoenas, writs of replevin, writs of
24 execution, or any other form of process whether specified in this
25 Order or not; or
- 26 4. Doing any act or thing whatsoever to interfere with the Receiver
27 taking custody, control, possession, or management of the Assets
28 or Documents subject to the Receivership, or to harass or interfere

1 with the Receiver in any way, or to interfere in any manner with
2 the exclusive jurisdiction of this Court over the Assets or
3 Documents of the Receivership Defendants; and

4 B. This Section does not stay:

- 5 1. The commencement or continuation of a criminal action or
6 proceeding;
- 7 2. The commencement or continuation of an action or proceeding by
8 a state bar association to enforce its police or regulatory power;
- 9 3. The commencement or continuation of an action or proceeding by
10 a governmental unit to enforce such governmental unit's police or
11 regulatory power;
- 12 4. The enforcement of a judgment, other than a money judgment,
13 obtained in an action or proceeding by a governmental unit to
14 enforce such governmental unit's police or regulatory power;
- 15 5. The Bankruptcy Proceeding; or
- 16 6. The issuance to a Receivership Defendant of a notice of tax
17 deficiency; and

18 C. Except as otherwise provided in this Order, all Persons and entities in
19 need of Documentation from the Receiver shall in all instances first
20 attempt to secure such information by submitting a formal written request
21 to the Receiver, and, if such request has not been responded to within
22 thirty days of receipt by the Receiver, any such Person or entity may
23 thereafter seek an Order of this Court with regard to the relief requested.

24 **XXIII. LIMITED EXPEDITED DISCOVERY**

25 **IT IS FURTHER ORDERED** that Plaintiff is granted leave to conduct
26 certain expedited discovery, and that, commencing with the time and date of this
27 Order, in lieu of the time periods, notice provisions, and other requirements of
28

1 Rules 19, 26, 30, 34, and 45 of the Federal Rules of Civil Procedure, and
2 applicable Local Rules, Plaintiff and the Receiver are granted leave to:

- 3 A. Take the deposition, on three days' notice, of any Person or entity,
4 whether or not a party, for the purpose of discovering: (1) the nature,
5 location, status, and extent of Assets of Defendants or their affiliates or
6 subsidiaries; (2) the nature, location, and identity of participants in and
7 extent of Defendants' business transactions and operations; (3)
8 Documents reflecting Defendants' business transactions and operations;
9 and (4) compliance with this Order. The limitations and conditions set
10 forth in Rules 30(a)(2) and 31(a)(2) of the Federal Rules of Civil
11 Procedure regarding subsequent depositions shall not apply to
12 depositions taken pursuant to this Section. In addition, any such
13 depositions taken pursuant to this Section shall not be counted toward the
14 ten deposition limit set forth in Rules 30(a)(2)(A)(i) and 31(a)(2)(A)(i) of
15 the Federal Rules of Civil Procedure and shall not preclude Plaintiff from
16 subsequently deposing the same Person or entity in accordance with the
17 Federal Rules of Civil Procedure. Service of discovery upon a party,
18 taken pursuant to this Section, shall be sufficient if made by facsimile,
19 email or by overnight delivery. Any deposition taken pursuant to this
20 Subsection that has not been reviewed and signed by the deponent may
21 be used by any party for purposes of the preliminary injunction hearing;
- 22 B. Serve upon parties requests for production or inspection of Documents,
23 or interrogatories that require production, inspection, or interrogatory
24 responses within three calendar days of service, and may serve subpoenas
25 upon non-parties that direct production, inspection, or responses to
26 interrogatories within five calendar days of service, for the purpose of
27 discovering: 1) the nature, location, status, and extent of Assets of
28 Defendants or their affiliates or subsidiaries; (2) the nature, location,

1 identify of participants, and extent of Defendants' transactions; (3)
2 Documents reflecting Defendants' business transactions and operations;
3 and (4) enforcing compliance with this Order, *provided that* twenty-four
4 hours' notice shall be deemed sufficient for the production of any such
5 Documents that are maintained or stored only as electronic data;

6 C. Serve deposition notices and other discovery requests upon the parties to
7 this action by facsimile or overnight courier, and take depositions by
8 telephone or other remote electronic means;

9 D. If a Defendant fails to appear for a properly noticed deposition or fails to
10 comply with a request for production or inspection, seek to prohibit that
11 Defendant from introducing evidence at any subsequent hearing;

12 E. Any expedited discovery taken pursuant to this Section is in addition to,
13 and is not subject to, the limits on discovery set forth in the Federal Rules
14 of Civil Procedure and the Local Rules of this Court. The expedited
15 discovery permitted by this Section does not require a meeting or
16 conference of the parties, pursuant to Fed. R. Civ. P. 26(d) & (f); and

17 F. The Parties are exempted from making initial disclosures under Fed. R.
18 Civ. P. 26(a)(1) until further order of this Court.

19 **XXIV. MONITORING**

20 **IT IS FURTHER ORDERED** that Plaintiff's agents or representatives may
21 contact Defendants directly or anonymously for the purpose of monitoring
22 compliance with this Order, and may tape record any oral communications that
23 occur in the course of such contacts.

24 **XXV. DEFENDANTS' DUTY TO DISTRIBUTE ORDER**

25 **IT IS FURTHER ORDERED** that Defendants shall immediately provide a
26 copy of this Order to each affiliate, subsidiary, division, sales entity, successor,
27 assign, officer, director, employee, independent contractor, client company,
28 Electronic Data Host, agent, authorized signatory to bank accounts, attorney,

1 spouse, and representative of Defendants and shall, within three calendar days
2 from the date of entry of this Order, provide Plaintiff's counsel with a sworn
3 statement that: (a) confirms that Defendants have provided copies of the Order as
4 required by this Section and (b) lists the names and addresses of each entity or
5 Person to whom Defendants provided a copy of the Order. Furthermore,
6 Defendants shall not take any action that would encourage officers, agents,
7 directors, employees, salespersons, independent contractors, attorneys,
8 subsidiaries, affiliates, successors, assigns, or other Persons or entities in active
9 concert or participation with Defendants to disregard this Order or believe that they
10 are not bound by its provisions. This Section does not apply to the Chapter 7
11 Trustee.

12 **XXVI. DURATION OF TEMPORARY RESTRAINING ORDER**

13 **IT IS FURTHER ORDERED** that the Temporary Restraining Order
14 granted herein shall expire on the ___ day of _____, 2019, at ___ o'clock
15 __.m., unless within such time, the Order, for good cause shown, is extended with
16 the consent of the parties, or for an additional period not to exceed fourteen
17 calendar days, or unless it is further extended pursuant to Rule 65 of the Federal
18 Rules of Civil Procedure.

19 **XXVII. ORDER TO SHOW CAUSE REGARDING PRELIMINARY**
20 **INJUNCTION**

21 **IT IS FURTHER ORDERED** that, pursuant to Rule 65(b) of the Federal
22 Rules of Civil Procedure, each of the Defendants shall appear before this Court on
23 the ___ day of _____, 2015 at ___ o'clock __.m., to show cause, if there is any,
24 why this Court should not enter a preliminary injunction enjoining the violations of
25 law alleged in Plaintiff's Complaint, continuing the freeze of their Assets, and
26 imposing such additional relief as may be appropriate.

27 **XXVIII. SERVICE OF PLEADINGS, MEMORANDA AND OTHER**
28 **EVIDENCE**

1 **IT IS FURTHER ORDERED** that Defendants shall file any answering
2 affidavits, pleadings, or legal memoranda with the Court and serve the same on
3 Plaintiff's counsel no later than five business days prior to the preliminary
4 injunction hearing in this matter. Plaintiff may file responsive or supplemental
5 pleadings, materials, affidavits, or memoranda with the Court and serve the same
6 on counsel for Defendants no later than one business day prior to the preliminary
7 injunction hearing in this matter. *Provided that* service shall be performed by
8 personal or overnight delivery, facsimile, e-filing, or email, and Documents shall
9 be delivered so that they shall be received by the other parties no later than 4 p.m.
10 (PT) on the appropriate dates listed in this Section.

11 **XXIX. LIVE TESTIMONY; WITNESS IDENTIFICATION**

12 **IT IS FURTHER ORDERED** that the question of whether this Court
13 should enter a preliminary injunction pursuant to Rule 65 of the Federal Rules of
14 Civil Procedure enjoining the Defendants during the pendency of this action shall
15 be resolved on the pleadings, declarations, exhibits, and memoranda filed by, and
16 oral argument of, the parties. Live testimony shall be heard only on further order of
17 this Court on motion filed with the Court and served on counsel for the other
18 parties at least five business days prior to the preliminary injunction hearing in this
19 matter. Such motion shall set forth the name, address, and telephone number of
20 each proposed witness, a detailed summary or affidavit disclosing the substance of
21 each proposed witness' expected testimony, and an explanation of why the taking
22 of live testimony would be helpful to this Court. Any papers opposing a timely
23 motion to present live testimony or to present live testimony in response to live
24 testimony presented by another party shall be filed with this Court and served on
25 the other parties at least three business days prior to the preliminary injunction
26 hearing in this matter. *Provided that* service shall be performed by personal or
27 overnight delivery or by facsimile, e-filing, or email, and Documents shall be
28 delivered so that they shall be received by the other parties no later than 4 p.m.

1 (PT) on the appropriate dates listed in this Section. *Provided further*, however, that
2 an evidentiary hearing on Plaintiff's request for a preliminary injunction is not
3 necessary unless Defendants demonstrate that they have, and intend to introduce,
4 evidence that raises a genuine issue of material fact.

5 **XXX. CORRESPONDENCE WITH PLAINTIFF BUREAU OF CONSUMER**
6 **FINANCIAL PROTECTION**

7 **IT IS FURTHER ORDERED** that, for the purposes of this Order, because
8 mail addressed to the Bureau is subject to delay due to heightened security
9 screening, all correspondence and service of pleadings on Plaintiff Bureau of
10 Consumer Financial Protection shall be sent either via electronic submission
11 through the court's electronic filing system or via commercial overnight express
12 delivery to:

13 Bureau of Consumer Financial Protection
14 Office of Enforcement
15 1700 G Street, NW
16 Washington, DC 20552
17 ATTN: Sarah Preis
18 Email: Sarah.Preis@cfpb.gov

19 **XXXI. SERVICE OF THIS ORDER**

20 **IT IS FURTHER ORDERED** that copies of this Order may be served by
21 facsimile transmission, email, personal or overnight delivery, or US Mail, by
22 Plaintiff's agents and employees or any local, state, or federal law enforcement
23 agency or by private process server, upon any Financial Institution or other entity
24 or Person that may have possession, custody, or control of any Documents or
25 Assets of any Defendant, or that may otherwise be subject to any provision of this
26 Order. Service upon any branch, subsidiary, affiliate, or office shall effect service
27 upon the entire entity.
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XXXII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes of construction, modification, and enforcement of this Order.

SO ORDERED, this ____ day of _____, 2019, at _____.

United States District Court Judge

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BY

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

Bureau of Consumer Financial
Protection, et al.

Plaintiffs,

v.

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

Defendants.

CASE NO. **8:19-cv-01998 JVS (JDEx)**

**[PROPOSED] ORDER
RELIEVING PLAINTIFF OF
THE NOTICE REQUIREMENT
UNDER FED. R. CIV. P. 65(b)(1)
AND CIV. L.R. 7.19-2**

**[FILED UNDER TEMPORARY
SEAL]**

Upon consideration of Plaintiff's *Ex Parte* Application for Temporary Restraining Order with Asset Freeze and Other Equitable Relief and Order to Show Cause Why Preliminary Injunction Should Not Issue (TRO Application), its Memorandum of Points and Authorities in Support of its *Ex Parte* Application for Temporary Restraining Order with Asset Freeze and Other Equitable Relief and Order to Show Cause Why Preliminary Injunction Should Not Issue, the Declaration of Sarah Preis in Support of Plaintiff's (1) *Ex Parte* Application for Temporary Restraining Order with Asset Freeze and Other Equitable Relief and

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

Bureau of Consumer Financial
Protection, et al.

Plaintiffs,

v.

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

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1 Order to Show Cause Why Preliminary Injunction Should Not Issue; and (2) *Ex*
2 *Parte* Application for Leave to File Case under Temporary Seal, and documents
3 filed in support thereof, and good cause having been shown, the Court being fully
4 advised in this matter, and there being no just cause for delay:

5 **IT IS HEREBY ORDERED** that Plaintiff is waived from the notice
6 requirement of Federal Rule of Civil Procedure 65(a)(1) and Civil Local Rule 7-
7 19.1 for all filings in this action until an Order on the TRO Application is entered
8 by the Court.

9 **SO ORDERED** at this ____ day of _____, 2019.

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United States District Judge