UNITED STATES DISTRICT COURT EASTERN DISTRICT OF TEXAS SHERMAN DIVISION

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FEDERAL TRADE COMMISSION, Plaintiff,

v.

NATIONAL HOMETEAM SOLUTIONS, LLC;

NATIONAL FINANCIAL SOLUTIONS, LLC;

UNITED FINANCIAL SOLUTIONS, LLC;

NATIONWIDE FORECLOSURE SERVICES, LLC;

EVALAN SERVICES, LLC;

ELANT, LLC;

ELIAS H. TAYLOR, aka ELI TAYLOR;

EVERARD TAYLOR, aka EVERARDO TAYLOR;

EMANUEL TAYLOR; and

EDWIN P. TAYLOR, SR., aka ED TAYLOR,

Defendants.

Civil Action No. 4:08-cv-067

STIPULATED PERMANENT
INJUNCTION AND FINAL
ORDER AS TO DEFENDANTS
NATIONAL HOMETEAM
SOLUTIONS, LLC; NATIONAL
FINANCIAL SOLUTIONS, LLC;
ELANT, LLC; AND ELIAS
TAYLOR

This matter comes before the Court on Complaint of plaintiff Federal Trade Commission ("FTC" or "Commission") against defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; United Financial Solutions, LLC; Nationwide Foreclosure Services, LLC; Evalan Services, LLC; Elant, LLC; Elias H. Taylor; Everard Taylor; Emanuel Taylor; and Edwin P. Taylor, Sr. On February 26, 2008, the Commission filed a Complaint for Injunctive and Other Equitable Relief (Dkt. #1) in this matter pursuant to Sections 5(a) and 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a) and 53(b). The FTC charged defendants with engaging in deceptive acts or practices in connection with the marketing and sale of mortgage foreclosure rescue services, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a). The Commission and defendants National Hometeam Solutions, LLC; National Final Order as to Elias Taylor

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Financial Solutions, LLC; Elant, LLC; and Elias Taylor have agreed to settle all matters of dispute between them without adjudication. Accordingly, it is hereby **ORDERED**, ADJUDGED, AND DECREED:

FINDINGS

- 1. This Court has jurisdiction over the subject matter of this case and personal jurisdiction over defendants.
 - 2. Venue in the Eastern District of Texas is proper as to all parties.
- 3. The activities of defendants are in or affecting commerce, as defined in the FTC Act, 15 U.S.C. § 44.
- 4. The Complaint states a claim upon which relief may be granted against Defendants under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).
- 5. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Final Order.
- 6. Defendants waive any claim, including any claim for attorneys' fees under the Equal Access to Justice Act, 28 U.S.C. § 2412, amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), and any claims they may have against the Commission, its employees, representatives, or agents.
- 7. Defendants enter into this Final Order freely and without coercion and acknowledge that they have read, understand, and are prepared to abide by the provisions of this Final Order.
- 8. This Final Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.
 - 9. Entry of this Final Order is in the public interest.

DEFINITIONS

For the purpose of this Final Order, the following definitions shall apply:

1. "Assisting others" means knowingly providing any of the following goods or services to another business venture: (A) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (B) formulating or providing, or

Final Order as to Elias Taylor

arranging for the formulation or provision of, any marketing material; (C) providing names of, or assisting in the generation of, potential customers; (D) hiring, recruiting, or training personnel; (E) advising or acting as a consultant to others on the commencement or management of a business venture; or (F) performing marketing services of any kind.

- 2. "Defendants" means National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, whether acting directly or through any successor, assign, agent, employee, entity, corporation, subsidiary, division, or other device.
- 3. "Documents" means writings, drawings, graphs, charts, photographs, sound recordings, images, and any other data or data compilations stored in any medium from which information can be obtained and translated, if necessary, into reasonably usable form and is synonymous in meaning and equal in scope to the usage of the term in the Federal Rules of Civil Procedure 34(a). A draft or non-identical copy of a document is a separate document within the meaning of the term.
- 4. "Employer" means any individual or entity for whom any defendant performs services as an employee, consultant, or independent contractor.
- 5. "Employment" means the performance of services as an employee, consultant, or independent contractor.
- 6. "Material" means likely to affect a person's choice of, or conduct regarding, goods or services.
- 7. "Mortgage foreclosure rescue service" shall mean any service, product, or program wherein the offeror, expressly or by implication, claims that it can assist a homeowner in any manner to: (A) stop, prevent, or postpone any home mortgage foreclosure sale; (B) obtain any forbearance from any beneficiary or mortgagee; (C) exercise any statutory right of reinstatement; (D) obtain any extension of the period within which the owner may reinstate his or her obligation; (E) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained in that deed of trust or mortgage; (F) obtain a loan or advance of funds; (G) avoid or ameliorate the impairment of the owner's credit resulting from the recording of a notice of default or the

conduct of a foreclosure sale; (H) save the owner's residence from foreclosure; or (I) assist the owner in obtaining from the beneficiary, mortgagee, trustee under a power of sale, or counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from the foreclosure sale of the owner's residence. The foregoing shall include any manner of claimed assistance, including, but not limited to, debt, budget, or financial counseling; receiving money for the purpose of distributing it to creditors; contacting creditors on behalf of the homeowner; arranging or attempting to arrange for an extension of the period within which the owner of property sold at foreclosure may cure his or her default; arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale; and giving advice of any kind with respect to filing for bankruptcy.

8. The term "and" also means "or," and the term "or" also means "and."

ORDER

I. PROHIBITED BUSINESS ACTIVITIES

IT IS ORDERED that defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, and their successors, assigns, agents, employees, officers, servants, and all other persons or entities in active concert or participation with them who receive actual notice of this Final Order by personal service, facsimile, or otherwise, whether acting directly or through any corporation, subsidiary, division or other device, are hereby permanently restrained and enjoined from:

- A. Falsely representing, or assisting others to falsely represent, expressly or by implication, any material fact in connection with the advertising, marketing, promoting, performance, offering for sale, or sale of any mortgage foreclosure rescue service, including but not limited to misrepresenting:
 - (1) that home mortgage foreclosure can or will be stopped, postponed, or prevented in all or virtually all instances;
 - (2) the likelihood that home mortgage foreclosure can or will be stopped, postponed, or prevented;
 - (3) the degree of past success of any efforts to stop, postpone, or prevent

home mortgage foreclosures;

- (4) the terms of any refund or guarantee;
- (5) the likelihood that a consumer will receive a full or partial refund if a home mortgage foreclosure is not stopped, postponed, or prevented;
- (6) any record regarding consumer satisfaction or complaints or approval or ratings by the Better Business Bureau or any other consumer advocacy or consumer protection association; or
- (7) any fact material to a consumer's decision to purchase any mortgage foreclosure rescue service.
- B. Falsely representing, or assisting others to falsely represent, expressly or by implication, any material fact in connection with the advertising, marketing, promoting, performance, offering for sale, or sale of any other good or service.

II. PROHIBITIONS AGAINST DISTRIBUTION OF CUSTOMER INFORMATION

IT IS FURTHER ORDERED that defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, and their successors, assigns, agents, employees, officers, servants, and all other persons or entities in active concert or participation with them who receive actual notice of this Final Order by personal service, facsimile, or otherwise, whether acting directly or through any corporation, subsidiary, division or other device, are permanently restrained and enjoined from selling, renting, leasing, transferring or otherwise disclosing the individual name, address, telephone number, email address, credit card number, social security number, bank account number, or other identifying information of any person who provided any such information to defendants at any time in connection with the advertising, marketing, promoting, offering for sale, or sale of mortgage foreclosure rescue services; *provided, however*, that defendants may disclose such identifying information to any law enforcement or regulatory agency, or as required by any law, regulation, or court order.

III. MONETARY JUDGMENT AND CONSUMER REDRESS

IT IS FURTHER ORDERED that:

- A. Judgment in the amount of \$342,400 is hereby entered against defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, jointly and severally, as equitable monetary relief, in favor of the Commission; *provided*, that this judgment amount, except such amounts specified in subparagraph III.B., shall be suspended upon defendants' fulfillment of the payment obligations set forth in that subparagraph.
- B. Defendants shall pay \$90,492 to the FTC in accordance with the following directions:
 - (1) Within seven (7) business days after receiving notice of the entry of this Final Order, National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, shall transfer to the FTC all funds held in the following accounts:

Bank of America account ending in 9820
Bank of America account ending in 3817
Bank of America account ending in 5916
Bank of America account ending in 6735
Bank of America account ending in 9985
Bank of America account ending in 6551
OptionsXpress account ending in 5266

which were frozen pursuant to the Temporary Restraining Order (Dkt. #10) entered by the Court on February 27, 2008, and the Stipulated Preliminary Injunction (Dkt. #38) entered by the Court on March 6, 2008. Upon receipt of this Final Order, Bank of America and OptionsXpress shall directly transfer such funds to the FTC by electronic funds transfer or by certified check or other guaranteed funds made payable to and delivered to the Commission.

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- (2) Within seven (7) business days after receiving notice of the entry of this Final Order, defendants shall pay to the FTC \$5,000 in the form of a certified or cashier's check made payable to the FTC, or by electronic funds transfer to the Commission.
- C. All funds paid pursuant to this Final Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including but not limited to consumer redress and any attendant expenses for the administration of any redress funds. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited with the United States Treasury as disgorgement. Defendants shall have no right to challenge the Commission's choice of remedies or manner of distribution under this Section.
 - D. Defendants expressly waive their rights to litigate the issue of disgorgement.
- E. Defendants acknowledge and agree that all money paid pursuant to this Final Order is irrevocably paid to the Commission for purposes of settlement between plaintiff and defendants.
- F. The Commission and defendants acknowledge and agree that this judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture.
- G. Defendants agree that, if they fail to timely and completely fulfill the payment and other obligations set forth in this Final Order, the facts alleged in the Complaint filed in this matter shall be taken as true in any subsequent litigation filed by the Commission to enforce its rights pursuant to this Final Order, including, but not limited to, a nondischargeability complaint in any bankruptcy case.
- H. Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish to the Commission defendants' taxpayer identifying numbers (social security number or

employer identification number), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of defendants' relationship with the government.

IV. RIGHT TO REOPEN AS TO MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

- A. The Commission's agreement to, and the Court's approval of, this Final Order is expressly premised upon the truthfulness, accuracy, and completeness of the financial statements signed by each defendant as follows:
 - (1) National Hometeam Solutions, LLC; National Financial Solutions, LLC; and Elant, LLC, dated March 3, 2008;
 - (2) Elias Taylor, dated March 3, 2008; and
 - (3) Elias Taylor, dated May 21, 2008,

all of which include material information relied upon by the Commission in negotiating and agreeing to the terms of this Final Order.

- B. If, upon motion, this Court should find that National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; or Elias Taylor has made a material misrepresentation or omitted material information concerning their financial condition, then the suspension of the monetary judgment shall be vacated, and the Court, without further adjudication, shall enter judgment holding said defendant liable to the Commission in the amount of \$342,400, less any payments made to the FTC, plus interest from the entry date of this Final Order, pursuant to 28 U.S.C. § 1961.
- C. Any proceedings instituted under this Section IV are in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the FTC may initiate to enforce this Final Order.

V. COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint, cooperate in good faith with the FTC

and appear at such places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, review of documents, and for such other matters as may be reasonably requested by the FTC.

VI. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Final Order,

- A. Within ten (10) days of receipt of written notice from a representative of the Commission, National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor each shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in such defendant's possession or direct or indirect control to inspect the business operation;
- B. In addition, the Commission is authorized to monitor compliance with this Final Order by all other lawful means, including, but not limited to, the following:
 - (1) Obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;
 - (2) Posing as consumers and suppliers to National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, their employees, or any entity managed or controlled in whole or part by any defendant, without the necessity of identification or prior notice; and
- C. National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Final Order. The person interviewed may have counsel present.

Provided, however, that nothing in this Final Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to

unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

VII. COMPLIANCE REPORTING BY DEFENDANTS

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Final Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Final Order,
 - (1) Individual defendant Elias Taylor shall notify the Commission of the following:
 - (a) Any changes in his residence, mailing address, and telephone number, within ten (10) days of the date of such change;
 - (b) Any changes in his employment status (including selfemployment), and any change in his ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that Elias Taylor is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of his duties and responsibilities in connection with the business or employment; and
 - (c) Any changes in Elias Taylor's name or use of any alias or fictitious name; and
 - (2) Defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor shall notify the Commission of any changes in corporate structure of National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; or any business entity that Elias Taylor directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Final Order, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor

entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Final Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which the defendants learn less than thirty (30) days prior to the date such action is to take place, defendants shall notify the Commission as soon as is practicable after obtaining such knowledge.

- B. One hundred eighty (180) days after the date of entry of this Final Order, National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor each shall provide a written report to the Commission, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Final Order. This report shall include, but not be limited to:
 - (1) For individual defendant Elias Taylor:
 - (a) His then-current residence address, mailing address, and telephone number;
 - (b) His then-current employment and business addresses and telephone numbers, a description of the business activities of each such employer or business, and his title and responsibilities for each such employer or business; and
 - (c) Any other changes required to be reported under Section VII.A.
 - (2) For all defendants:
 - (a) A copy of each acknowledgment of receipt of this Final Order, obtained pursuant to Section X below;
 - (b) A statement describing the manner in which defendants have complied and are complying with the provisions set forth in Sections I-III above; and
 - (c) Any other changes required to be reported under subparagraphs A

or B of this Section.

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C. For the purposes of this Final Order, defendants shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director Division of Enforcement Federal Trade Commission 601 New Jersey Ave., Room 2119 Washington, D.C. 20580

Re: <u>FTC v. National Hometeam Solutions</u>, *et al.*, Civil Action No. 4:08-cv-067 (E.D. Tex.).

For purposes of the compliance reporting and monitoring required by this Final Order, the Commission is authorized to communicate directly with defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor.

VIII. RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Final Order, defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, and those businesses where defendant Elias Taylor is the majority owner or otherwise controls the business, and their agents, directors, officers, employees, corporations, successors, and assigns, and other entities or persons directly or indirectly under their control, and all persons or entities in active concert or participation with any of them who receive actual notice of this Final Order by personal service, facsimile, or otherwise, in connection with the advertising, marketing, promoting, performance, offering for sale, or sale of mortgage foreclosure rescue services, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

Final Order as to Elias Taylor

- C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
- D. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;
- E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and
- F. All records and documents necessary to demonstrate full compliance with each provision of this Final Order, including but not limited to, copies of acknowledgments of receipt of this Final Order, required by Section IX.D., and all reports submitted to the FTC pursuant to Section VII._____

IX. DISTRIBUTION OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Final Order, defendants shall deliver copies of the Final Order as directed below:

- A. Defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; and Elant, LLC must deliver a copy of this Final Order to all of its principals, officers, directors, and managers. National Hometeam Solutions, LLC; National Financial Solutions, LLC; and Elant, LLC, also must deliver copies of this Final Order to all of their employees, agents, independent contractors, and representatives who engage in the advertising, marketing, promoting, performance, offering for sale, or sale of mortgage foreclosure rescue services. For current personnel, delivery shall be within five (5) days of service of this Final Order upon defendants. For new personnel, delivery shall occur prior to them assuming their responsibilities.
- B. For any business that individual defendant Elias Taylor controls, directly or indirectly, or in which Elias Taylor has a majority ownership interest, Elias Taylor must deliver copies of this Final Order to all principals, officers, directors, and managers of that business as well as to all employees, agents, independent contractors, and representatives of that business who engage in the advertising, marketing, promoting, performance, offering for sale, or sale of

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mortgage foreclosure rescue services. For current personnel, delivery shall be within five (5) days of service of this Final Order upon defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities.

- C. For any business where individual defendant Elias Taylor is not a controlling person of a business but otherwise engages in the advertising, marketing, promoting, offering for sale, or sale of mortgage foreclosure rescue services, he must deliver a copy of this Final Order to all principals and managers of such business before engaging in such conduct.
- D. National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor must secure a signed and dated statement acknowledging receipt of the Final Order, within thirty (30) days of delivery, from all persons receiving a copy of the Final Order pursuant to this Section.

X. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, within five (5) business days of receipt of this Final Order as entered by the Court, must each submit to the Commission a truthful sworn statement acknowledging receipt of this Final Order.

XI. RETENTION OF JURISDICTION

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

SIGNED this the 6th day of September, 2008.

RICHARD A. SCHELL

UNITED STATES DISTRICT JUDGE

The parties consent to the terms and conditions of the Stipulated Permanent Injunction as 1 set forth above and hereby consent to the entry thereof without the need of a hearing. 2 3 For the Plaintiff: 4 5 Respectfully Submitted, 2008 Dated: 6 WILLIAM BLUMENTHAL. 7 General Counsel 8 DHAN C. GRAYBILL/ District of Columbia Bar No. 326777 SARAH SCHROEDER 9 10 California Bar No. 221528 EVAN ROSE 11 California Bar No. 253478 Atterneys for Plaintiff 12 Federal Trade Commission 901 Market Street, Swite 570 San Francisco, California 94103 13 415-848-5100 415-848-5184 (Facsimile) 14 dgraybiil@fte.gov (Graybill) 15 sschroeder@fic.gov (Schroeder) erose@ftc.gov (Rosc) 16 EMILY ROBINSON 17 Texas Bar No. 240 16737 Attorney for Plaintiff 18 Federal Trade Commission 1999 Beyan Street, Suite 2150 Dallas, Texas 75201 214-979-9386 214-953-3079 (facsimile) erobinson@ftc.gov 19 20 21 22 For the Defendants: 23 06/06/67 24 National Hometeam Solutions, LLC 25 National Financial Solutions, LLC Elant, LLC 26 By: Elias H. Taylor, President 27 28 Elias H. Taylor, Individually -15-Final Order as to Elias Taylor