

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

_____)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	2:08-CV-1576-KJD-GWF
)	
ACADEMY COLLECTION SERVICE, INC., a)	
Pennsylvania Corporation,)	
)	
KEITH DICKSTEIN, Individually, and as an)	
Officer of Academy Collection Service, Inc.,)	
)	
ALBERT S. BASTIAN, Individually, and as an)	
Officer of Academy Collection Service, Inc.,)	
)	
and)	
)	
EDWARD L. HURT III, Individually, and as an)	
Officer of Academy Collection Service, Inc.,)	
)	
Defendants.)	
_____)	

**CONSENT DECREE
WITH REGARD TO DEFENDANTS
ALBERT S. BASTIAN
AND EDWARD L. HURT III**

WHEREAS, Plaintiff, the United States of America, has commenced this action by filing the Complaint herein; Defendants Albert S. Bastian (“Bastian”) and Edward L. Hurt III (“Hurt”) (collectively, “Settling Defendants”) have waived service of the Summons and Complaint; the parties have been represented by the attorneys whose names appear hereafter; and the parties have agreed to settlement of this action upon the following terms and conditions, without adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the Complaint

to the date of entry of this Consent Decree and without the Settling Defendants admitting any of the matters alleged in the Complaint other than jurisdictional facts;

THEREFORE, on the joint motion of Plaintiff and the Settling Defendants, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. This Court has jurisdiction of the subject matter and of the parties.
2. The Complaint states a claim upon which relief may be granted against the Settling Defendants under Sections 5(a), 5(m)(1)(A), 13(b), and 16(a) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a), 45(m)(1)(A), 53b, and 56(a), and Section 814 of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692*l*. A complete copy of the FDCPA, 15 U.S.C. § 1692 *et seq.*, is attached.
3. Venue in this District is proper under 28 U.S.C. §§ 1391(b-c) and 1395(a) and 15 U.S.C. § 53(b).
4. The activities of the Settling Defendants are in or affecting commerce as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
5. For purposes of this Consent Decree (“Decree”), the definitions set forth in the FDCPA, 15 U.S.C. § 1692a, shall apply.
6. Entry of this Decree is in the public interest.
7. The Settling Defendants stipulate to the entry of this Decree freely and without coercion. The Settling Defendants further acknowledge that they have read the provisions of this Decree and are prepared to abide by them.
8. All parties hereby waive all rights to appeal or otherwise challenge or contest the validity of this Decree.

9. The parties shall each bear their own costs and attorneys' fees incurred in this action. The Settling Defendants have waived all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412.

I. CIVIL PENALTY

A. Defendant Bastian shall pay to the Plaintiff a civil penalty, pursuant to Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), in the amount of three hundred seventy-five thousand dollars (\$375,000); *Provided, however*, that all but seven thousand five hundred dollars (\$7,500) of this amount shall be suspended, subject to the conditions set forth in Section II of this Decree.

B. Defendant Hurt shall pay to the Plaintiff a civil penalty, pursuant to Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), in the amount of three hundred thousand dollars (\$300,000); *Provided, however*, that all but seven thousand five hundred dollars (\$7,500) of this amount shall be suspended, subject to the conditions set forth in Section II of this Decree.

C. Defendants Bastian and Hurt shall make the payments required by Paragraphs A and B of this Section in the respective amounts of \$7,500 each (the "Payments"), as follows: prior to or concurrently with their execution of this Decree, the Settling Defendants shall transfer the Payments to their attorney, who shall hold the entire sum for no purpose other than payment to the Treasurer of the United States after entry of this Decree by the Court. Within five (5) days of receipt of notice of the entry of this Decree, the Settling Defendants' attorney shall transfer such Payments in the form of a wire transfer or certified or cashier's check made payable to the Treasurer of the United States. The check or written confirmation of the wire transfer shall be delivered to: Director, Office of Consumer Litigation, U.S. Department of Justice Civil Division,

P.O. Box 386, Washington, DC 20044. The cover letter accompanying the check shall include the title of this litigation and a reference to DJ# 102-3471;

D. Defendants Bastian and Hurt relinquish all dominion, control, and title to the funds paid pursuant to Paragraph A of this Section to the fullest extent permitted by law. Defendants Bastian and Hurt shall make no claim to or demand return of the funds, directly or indirectly, through counsel or otherwise;

E. This judgment represents a civil penalty owed to the United States Government, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). Defendants Bastian and Hurt agrees that the facts as alleged in the complaint filed in this action shall be taken as true, without further proof, in any subsequent civil litigation filed by or on behalf of the Commission to enforce its rights to any payment or money judgment pursuant to this Order. Defendants Bastian and Hurt has agreed to settlement of this action without admitting any of the matters alleged in the Complaint other than jurisdictional facts in order to settle and resolve all matters in dispute arising from the Complaint; and

F. In accordance with 31 U.S.C. § 7701, Defendants Bastian and Hurt are hereby required to furnish to the Plaintiff and the Commission their respective taxpayer identifying numbers (Social Security numbers or employer identification numbers), and these numbers may be used for purposes of collecting and reporting on any delinquent amount arising out of such Defendant's relationship with the government. Defendants Bastian and Hurt also agree, if they have not done so already, to provide Plaintiff and the Commission with clear, legible and full-size photocopies of all valid driver's licenses which they possess, which will be used solely for collection, reporting, and compliance purposes.

II. RIGHT TO REOPEN

IT IS FURTHER ORDERED that by agreeing to this Decree, the Settling Defendants reaffirm and attest to the truthfulness, accuracy, and completeness of all financial information heretofore provided by each of them to Plaintiff and/or the Commission. The Settling Defendants acknowledge that the Plaintiff's agreement to this Decree, which requires payment of less than the full amount of the civil penalty, is expressly premised upon the truthfulness, accuracy, and completeness of the Settling Defendants' representations regarding their financial condition as set forth in the sworn financial statements executed by Defendant Albert S. Bastian on September 22, 2008, October 17, 2008, June 8, 2009, and June 18, 2009, with attachments (including tax returns), and the sworn financial statements executed by Defendant Edward L. Hurt, III on September 12, 2008, September 27, 2008, June 8, 2009, and June 12, 2009, with attachments (including tax returns); (collectively, the "Financial Statements"), which contain material information upon which the Plaintiff and the Commission relied on in negotiating and agreeing to the terms of this Decree. If, upon motion by the Plaintiff, this Court finds that one or more Settling Defendants failed to disclose any material asset, or materially misrepresented the value of any asset, or made any other material misrepresentation in or omission from the Financial Statements, the Court shall enter judgment against the offending Settling Defendant(s) and in favor of the Plaintiff, in the full amount contained in Paragraph I.A or I.B of this Decree for such Defendant, less any amounts already paid pursuant to said Paragraph. Upon entry of such a judgment against a Settling Defendant by the Court, the Settling Defendants further agree to authorize any third party, including but not limited to individuals, banks, savings and loan institutions, pension funds, escrow agents, title companies, brokerage firms, commodity trading companies, business entities, or other financial institutions of any kind, in possession of any assets or funds belonging to or

owed to the Settling Defendants, to transfer the assets or funds to the Plaintiff in full or partial satisfaction of that judgment.

Provided, however, that in all other respects this Decree shall remain in full force and effect unless otherwise ordered by the Court; and *provided further,* that proceedings initiated under this Paragraph are in addition to, and not in lieu of, any other civil or criminal penalties as may be provided by law, including any other proceedings the Plaintiff may initiate to enforce this Decree. For purposes of this Section, Settling Defendants waive any right to contest any of the allegations pertaining to them in the Complaint.

III. INJUNCTION

Defendants Bastian and Hurt, their agents, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, in connection with acting as a “debt collector” in the collection of a “debt” from a “consumer,” as those terms are defined in Section 803(6), (5) and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5) and (3), are hereby permanently restrained and enjoined from taking the following actions:

Violating FTC Act

- A. Misrepresenting to consumers, expressly or by implication, that:
1. Nonpayment of a debt will result in garnishment of a consumer’s wages;
 2. Nonpayment of a debt will result in a consumer’s property being seized or attached or result in a consumer’s arrest;
 3. The individuals who act as agents or otherwise on behalf of the Settling Defendants, are attorneys or that any communication is from an attorney

when such individuals are not attorneys and such communications are not from attorneys; and

4. Legal action will be taken against a consumer;

B. Making a misrepresentation to consumers, expressly or by implication, about the consequences of paying or not paying a debt, in whole or in part;

C. Making any material misrepresentation, expressly or by implication, to collect or to attempt to collect a debt or obtain information concerning a consumer;

D. Making any withdrawals from consumers' bank accounts without obtaining the consumers' express informed consent;

Violating FDCPA

E. Using unfair or unconscionable means to collect or attempt to collect any debt, in violation of Section 808 of the FDCPA, 15 U.S.C. § 1692f, including, but not limited to:

1. Making withdrawals from consumers' bank accounts without obtaining the consumers' express informed consent, in violation of Section 808 of the FDCPA, 15 U.S.C. § 1692f; and

2. Depositing or threatening to deposit any postdated check or other postdated payment instrument prior to the date on such check or instrument, in violation of Section 808(4) of the FDCPA, 15 U.S.C. § 1692f(4);

F. Except as provided in Section 804 of the FDCPA, communicating with any person other than the consumer, the attorney of the consumer, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector, in connection with the collection of a debt, unless the Settling Defendants have the prior consent of the consumer given directly to the Settling Defendants, or the express permission of a court of

competent jurisdiction, or the Settling Defendants can show that such communication is reasonably necessary to effectuate a post judgment judicial remedy, in violation of Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b);

G. When communicating with persons other than the consumer for the alleged purpose of acquiring location information about the consumer:

1. Stating that the consumer owes a debt, in violation of Section 804(2) of the FDCPA, 15 U.S.C. § 1692b(2); or
2. Communicating with third parties more than once, unless requested to do so by such person or unless the Settling Defendants have a reasonable belief that the earlier response of such person is erroneous or incomplete and that the person now has correct or complete location information to provide, in violation of Section 804(3) of the FDCPA, 15 U.S.C. § 1692b(3);

H. Using any false, deceptive, or misleading representations or means in connection with the collection of any debt, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to:

1. Falsely representing or implying that any individuals, acting as agents of the Settling Defendants, or otherwise on behalf of the Settling Defendants, that contact consumers are attorneys or that any communication is from an attorney when such individuals are not attorneys and such communications are not from attorneys, in violation of Section 807(3) of the FDCPA, 15 U.S.C. § 1692e(3);
2. Representing or implying that nonpayment of a debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment, or

sale of any property or wages of any person, unless at the time of the representation, such action is lawful and the Settling Defendants or the creditor intend to take such action, in violation of Section 807(4) of the FDCPA, 15 U.S.C. § 1692e(4);

3. Representing or implying that any action will be taken, unless at the time of the representation, such action is lawful and the Settling Defendants or the creditor intend to take such action, or that any action may be taken when the Settling Defendants cannot show that, at the time of the representation, there is a reasonable likelihood that such action will be taken, in violation of Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5);
4. Using false representations or deceptive means to collect or attempt to collect a debt or obtain information concerning a consumer, in violation of Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10); and
5. Failing to disclose in the initial oral communication with the consumer that the debt collector is attempting to collect a debt and that any information will be used for that purpose, and failing to disclose in subsequent communications that the communication is from a debt collector (when such communications are not formal pleadings made in connection with a legal action), in violation of Section 807(11) of the FDCPA, 15 U.S.C. § 1692e(11);

I. Communicating with a consumer at the consumer's place of employment if the debt collector knows or has reason to know that the consumer's employer prohibits the consumer from receiving such communication, unless the Settling Defendants have the prior consent of the

consumer given directly to the Settling Defendants, or the express permission of a court of competent jurisdiction, in violation of Section 805(a)(3) of the FDCPA, 15 U.S.C. § 1692c(a)(3);

J. Communicating with a consumer at any unusual time or place or a time or place known or which should be known by the Settling Defendants as inconvenient to the consumer, including, but not limited to: (1) communicating with the consumer before 8:00 a.m. or after 9:00 p.m. at the consumer's location, and (2) communicating with the consumer at the consumer's place of employment, when the Settling Defendants know or should know that such communications are inconvenient, in violation of Section 805(a)(1) of the FDCPA, 15 U.S.C. § 1692c(a)(1);

K. Engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person, in violation of Section 806 of the FDCPA, 15 U.S.C. § 1692d, including, but not limited to:

1. Using or threatening to use violence or other criminal means to harm the physical person, reputation, or property of any person, in violation of Section 806(1) of the FDCPA, 15 U.S.C. § 1692d(1);
2. Using obscene or profane language, or language the natural consequence of which is to abuse the hearer, in violation of Section 806(2) of the FDCPA, 15 U.S.C. § 1692d(2); or
3. Causing a telephone to ring, or engaging a person in telephone conversations, repeatedly or continuously, with intent to annoy, abuse, or harass, in violation of Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5);
and

L. Engaging in any other act or practice that would violate the FDCPA, 15 U.S.C. § 1692, as attached and as it may be hereafter amended.

IV. NOTICE REQUIREMENTS

For a period of five (5) years from the date of entry of this Decree, Defendants Bastian and Hurt, their agents, and/or employees, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, in connection with acting as a “debt collector” in the collection of a “debt” from a “consumer,” as those terms are defined in Section 803(6), (5) and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5) and (3), shall deliver notice as directed below:

A. **Defendants Bastian and Hurt as control persons:** For any business which is engaged in the collection of “debts” from “consumers,” as those terms are defined in Section 803(5) and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(5) and (3), that Defendants Bastian or Hurt control, or in which such Defendants have a majority ownership interest, such Defendants must:

1. Make the following disclosure clearly and conspicuously on each written collection communication that is sent to a consumer for the purpose of collecting a debt:

Federal law prohibits certain methods of debt collection, and requires that we treat you fairly. You can stop us from contacting you by writing a letter to us that tells us to stop the contact. Sending such a letter does not make the debt go away if you owe it. Once we receive your letter, we may not contact you again, except to let you know that there won't be any more contact or that we intend to take a specific action.

If you have a complaint about the way we are collecting this debt, please write to our CONTACT CENTER, [current physical address], email us at [current email address], or call us toll-free at [current phone number] between 9:00 A.M. Eastern Time and 5:00 P.M. Eastern Time Monday - Friday.

The Federal Trade Commission enforces the Fair Debt Collection Practices Act (FDCPA). If you have a complaint about the way we are collecting your debt, please contact the FTC online at www.ftc.gov; by phone at 1-877- FTC-HELP; or by mail at 600 Pennsylvania Ave. NW, Washington, DC 20580.

The above disclosure shall be given in the languages which appear in such communications sent to consumers.

2. Provide a copy of the following notice to all agents, and employees having responsibility with respect to the collection of consumer debts, within thirty (30) days of the date of entry of this Decree, and to each employee hired for a period of five (5) years after that date, no later than the time the employee assumes responsibility with respect to the collection of such debts, and shall secure from each such person, within thirty (30) days of delivery, a signed and dated statement acknowledging receipt of a copy of the following notice:

Debt collectors must comply with the federal Fair Debt Collection Practices Act, which limits our activities in trying to collect money from consumers. Most importantly, Section 805 of the Act says that you may not contact a consumer at work if you know or should know it is inconvenient for the consumer; that you may not contact a consumer before 8:00 A.M. or after 9:00 P.M. local time at the consumer's location, unless the consumer has instructed you to do so; and that you may not communicate with any person other than the consumer in connection with the collection of a debt,

for any purpose other than to obtain location information about the consumer.

Section 804 of the Act says that, when communicating with other persons to acquire location information, you shall not state that such consumer owes any debt. You also shall not communicate with any such person more than once unless requested to do so by the person or unless you reasonably believe that an earlier response of that person was erroneous or incomplete and that such person now has correct or complete location information to provide to you.

Section 806 of the Act states that you may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.

Section 807 of the Act prohibits you from representing or implying that any action, including legal action, will be taken unless at the time of the representation, such action is lawful and there is a clear intent to take such action. Further, Section 807 of the Act prohibits the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

Section 808 prohibits any unfair or unconscionable means to collect a debt, including withdrawing funds from a consumer's bank account without obtaining the consumer's express informed consent. It also prohibits depositing postdated checks prior to the date on such checks.

Individual debt collectors may be financially liable for their violations of the Act.

B. Defendants Bastian and Hurt as employees or non-control persons: For any business where Bastian or Hurt is not a controlling person of that business but otherwise engages in conduct as a "debt collector" in the collection of a "debt" from a "consumer," as those terms are

defined in Section 803(6), (5), and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5), and (3), this section shall not apply.

V. DISTRIBUTION OF DECREE AND FDCPA BY SETTLING DEFENDANTS

For a period of three (3) years from the date of entry of this Decree, Defendants Bastian and Hurt, their agents, employees, and all persons or entities in active concert or participation with any of them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, shall deliver copies of this Decree and the FDCPA as directed below:

A. **Defendants Bastian and Hurt as control persons:** For any business which is engaged in the collection of “debts” from “consumers,” as those terms are defined in Section 803(5) and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(5) and (3), that Defendants Bastian or Hurt control, or in which such Defendants have a majority ownership interest, such Defendants must deliver copies of this Decree and the FDCPA to all principals, officers, directors, and managers of that business. Such Defendants must also deliver copies of this Decree and the FDCPA to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of this Decree. For current personnel, delivery shall be within five (5) days of service of this Decree upon Defendants Bastian and Hurt. For new personnel, delivery shall occur prior to their assuming their responsibilities.

B. **Defendants Bastian and Hurt as employees or non-control persons:** For any business where Bastian or Hurt is not a controlling person of that business but otherwise engages in conduct as a “debt collector” in the collection of a “debt” from a “consumer,” as those terms are defined in Section 803(6), (5), and (3), respectively, of the FDCPA, 15 U.S.C. § 1692a(6), (5), and

(3), such Defendant must deliver copies of this Decree and the FDCPA to all principals and managers of such business before engaging in such conduct.

C. Defendants Bastian and Hurt must secure a signed and dated statement acknowledging receipt of this Decree and the FDCPA, within thirty (30) days of delivery, from all persons receiving copies of the Decree and the FDCPA pursuant to this Section.

VI. RECORD KEEPING PROVISIONS

For a period of six (6) years from the date of entry of this Decree, Defendants Bastian and Hurt, their agents, employees, and those persons in active concert or participation with them who receive actual notice of this Decree by personal service or otherwise, whether acting directly or through any business entity, corporation, subsidiary, division, affiliate, or other device, in connection with any business involving the collection of debts from consumers, where any Settling Defendant is the majority owner of the business, or controls the business, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the revenues generated in connection with the collection of debts, 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;
- C. Customer files containing the names, addresses, phone numbers, dollar amounts of debt owed, records of collection activity, and amounts collected;
- D. For every consumer complaint, whether received directly, indirectly, or through a third party, records that include:

1. Any complaint and the date received, and the nature of the complaint as reflected in any notes, logs, or memoranda, including a description of the conduct alleged; and
2. The basis of the complaint, including the names of any debt collectors or supervisors complained about; the nature of any investigation conducted concerning the validity of any complaint; all documents relating to the disposition of the complaint, including records of all contacts with the consumer, the Settling Defendants' response to the complaint and the response date, whether the complaint was resolved, the date of resolution; and any action taken to correct alleged conduct that violates the FDCPA;

E. Copies of all scripts, training materials, advertisements, or other promotional or marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Decree, including, but not limited to, copies of acknowledgments of receipt of notices given to employees, required by Paragraph IV.A.2, copies of acknowledgments of receipt of this Decree and the FDCPA, required by Paragraph V.C, and all reports submitted to the FTC pursuant to Section VII.

VII. COMPLIANCE REPORTING BY SETTling DEFENDANTS

- A. For a period of three (3) years from the date of entry of this Decree,
 1. Each Settling Defendant shall notify the Commission of the following:
 - a. Any changes in Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;

- b. Any changes in Defendant's employment status (including self-employment), and any change in Defendant's 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 Defendant is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment; and
 - c. Any changes in Defendant's name or use of any aliases or fictitious names;
2. Each Settling Defendant shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that such Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, provided that, with respect to any proposed change in the business entity about which Defendant learns less than thirty (30) days prior to the date such action is to take place, Defendant 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 Order and annually thereafter for a period of five (5) years, Settling Defendants shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which he has complied and is complying with this Order. This report shall include, but not be limited to:

1. Defendant's then-current residence address, mailing addresses, and telephone numbers;
2. Defendant's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment; and
3. Any other changes required to be reported under Subsection A of this Section.

C. Settling Defendants shall notify the Commission of the filing of a bankruptcy petition by Defendant within fifteen (15) days of filing.

D. For the purposes of this Order, Settling Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W., Room NJ-2122
Washington, D.C. 20580
RE: *United States v. Academy Collection Service, Inc*, et al., 2:08-CV-1576

Provided that, in lieu of overnight courier, Settling Defendants may send such reports or notifications by first-class mail, but only if the Defendant contemporaneously sends an electronic version of such report or notification to the Commission at: DEBrief@ftc.gov.

E. For purposes of the compliance and monitoring required by this Order, the Commission is authorized to communicate directly with Settling Defendants.

VIII. COMPLIANCE MONITORING

For the purpose of monitoring and investigating compliance with any provision of this Decree:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendants Bastian and Hurt 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 control to inspect the business operation;

B. In addition, the Commission is authorized to monitor compliance with this Decree 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: Defendants Bastian or Hurt, their employees, or any other entity managed or controlled in whole or in part by Bastian or Hurt, without the necessity of identification or prior notice; and

C. Defendants Bastian and Hurt 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 Decree. The person interviewed may have counsel present.

Provided, however, that nothing in this Decree 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 and 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)).

IX. ACKNOWLEDGMENT OF RECEIPT OF DECREE BY SETTLING DEFENDANTS

Defendants Bastian and Hurt within five (5) business days of receipt of this Decree as entered by the Court, must each submit to the Commission a truthful sworn statement acknowledging receipt of this Decree.

X. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Decree.

JUDGMENT IS THEREFORE ENTERED in favor of Plaintiff and against Defendants Bastian and Hurt, pursuant to all the terms and conditions recited above.

DATE: September 8, 2009



UNITED STATES DISTRICT JUDGE

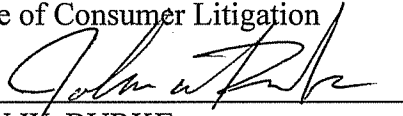
The Plaintiff and Defendants Bastian and Hurt, by their respective counsel, hereby consent to the terms and conditions of the Consent Decree as set forth above, which shall constitute a final judgment and order in this matter as to Defendants Bastian and Hurt, and consent to the entry thereof.

FOR THE PLAINTIFF:
FOR THE UNITED STATES OF AMERICA
TONY WEST
Assistant Attorney General, Civil Division
U.S. DEPARTMENT OF JUSTICE

GREGORY A. BROWER
United States Attorney
District of Nevada

PATRICK A. ROSE
Assistant U.S. Attorney for the District of Nevada
333 Las Vegas Boulevard South, Suite 5000
Las Vegas, NV 89101
Tel: (702) 388-6336
Fax: (702) 388-6296
Email:patrick.rose@usdoj.gov

EUGENE M. THIROLF, Director
KENNETH L. JOST, Deputy Director
Office of Consumer Litigation

By: 
JOHN W. BURKE
Trial Attorney
Office of Consumer Litigation
U.S. Department of Justice
P.O. Box 386
Washington, D.C. 20044
Tel: (202) 353-2001
Fax: (202) 514-8742
Josh.burke@usdoj.gov

FOR THE FEDERAL TRADE COMMISSION:



LEONARD L. GORDON,
Director
Northeast Region

DEBORAH A. MARRONE
ANN F. WEINTRAUB
NUR-UL-HAQ
Attorneys
Federal Trade Commission
Northeast Region
One Bowling Green, Suite 318
New York, New York 10004
Tel: (212) 607-2829
Fax: (212) 607-2822

Date: 8/31/09

FOR THE SETTLING DEFENDANTS:


ALBERT S. BASTIAN:



ALBERT S. BASTIAN

Date: 6-18-09

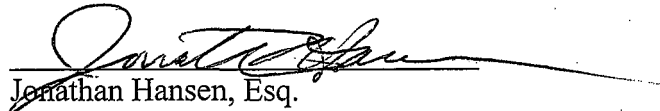
EDWARD L. HURT, III:



EDWARD L. HURT, III

Date: 6/18/09

**COUNSEL FOR DEFENDANTS
BASTIAN AND HURT:**



Jonathan Hansen, Esq.
Hansen Rasmussen
1835 Village Center Circle
Las Vegas, Nevada 89134
(702) 385-5533
(702) 382-8891 (Fax)
jonathanh@hrnvlaw.com

Date: 6-22-09