

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

NATIONAL HOMETEAM SOLUTIONS, LLC, et al.,

Defendants.

Case No. 4:08-cv-067

**AMENDED ORDER TO SHOW CAUSE
WHY CONTEMPT DEFENDANTS SHOULD NOT BE HELD IN CONTEMPT**

On March 6, 2008, the Court entered its Preliminary Injunction (“Preliminary Injunction”), (Dkt. #38). On September 8, 2008, the Court entered its “Stipulated Permanent Injunction and Final Order as to Defendants Evalan Services, LLC, and Everard Taylor” (Dkt. #52) and its “Stipulated Permanent Injunction and Final Order as to National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor” (Dkt. #54) (collectively “Permanent Injunctions”).

Plaintiff Federal Trade Commission (“Commission”) has filed Federal Trade Commission’s Motion for an Order to Show Cause Why Everard Taylor, Elias Taylor, Ebony Taylor, and National Financial Assistance, LLC Should Not Be Held in Contempt and Memorandum in Support (Dkt. #59) (“Show Cause Motion”), as well as Plaintiff Federal Trade Commission’s Motion to Modify the Permanent Injunctions of Everard Taylor and Elias Taylor and Memorandum in Support (Dkt. #62) and Plaintiff’s Motion to Enforce the Full Monetary

Judgment Against Defendants Evalan Services, LLC and Everard Taylor and Memorandum in Support (Dkt. #63) (collectively “Motions”).¹

The Court, having considered the Motions and memoranda filed in support, and taking judicial notice of the record in this case,

FINDS that this Court has jurisdiction over the subject matter of this case.

The Court **FURTHER FINDS** there is good cause to believe it will have jurisdiction of all parties.

The Court **FURTHER FINDS** that there is good cause to believe that Contempt Defendants have failed to act in compliance with three injunctions entered in this matter.

FIRST, there is good cause to believe that the Contempt Defendants have violated the following provisions of the Court’s Preliminary Injunction, signed March 5, 2008 (Dkt. # 38) (“Preliminary Injunction”):²

I. PROHIBITED BUSINESS ACTIVITIES

IT IS HEREBY ORDERED that Defendants and their successors, assigns, officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale, or sale of any home foreclosure prevention service, are hereby temporarily restrained and enjoined from:

- A. Falsely representing, or assisting others to falsely represent, expressly or by implication,

¹ Everard Taylor, Elias Taylor, Ebony Taylor, and National Financial Assistance, LLC shall be referred to collectively as “Contempt Defendants.”

² All defined terms shall have the meanings ascribed to them in each of the orders referenced herein.

1. That Defendants will stop foreclosure in all or virtually all instances; and
 2. That Defendants will refund most or all of the client's fees in all instances where foreclosure cannot be stopped; and
- B. Misrepresenting, or assisting others to misrepresent, expressly or by implication,
1. The likelihood that Defendants can or will be able to stop, postpone, or prevent any home mortgage foreclosure;
 2. The degree of Defendants' past success in stopping, postponing, or preventing home mortgage foreclosures;
- ...
5. The terms of any refund or guarantee provision in Defendants' contracts;
 6. The likelihood that the homeowner will receive a full or partial refund if a home mortgage foreclosure cannot be prevented;
 7. Defendants' past record in providing refunds;
 8. Any Business Defendant's record of consumer complaints with, or approval rating by, any Better Business Bureau organization; and
 9. Any fact material to a consumer's decision to purchase any home foreclosure prevention service.

SECOND, there is also good cause to believe that the Contempt Defendants have violated the following provisions of the Court's Stipulated Permanent Injunction and Final Order as to Defendants Evalan Services, LLC, and Everard Taylor, signed September 6, 2008 (Dkt. # 52) ("Everard's Permanent Injunction"):

I. PROHIBITED BUSINESS ACTIVITIES

IT IS ORDERED that defendants Evalan Services, LLC, and Everard 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.

THIRD, there is good cause to believe that the Contempt Defendants have violated the following provisions of the Court's Stipulated Permanent Injunction and Final Order as to Defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC;

and Elias Taylor, signed September 6, 2008 (Dkt. # 54) (“Elias’s Permanent Injunction”):

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.

The Court bases its finding on the evidence presented by the Commission in its Show Cause Motion. The Court **FINDS** that the evidence demonstrates good cause to believe that the Contempt Defendants have violated the Preliminary Injunction and Permanent Injunctions through their operation of a mortgage foreclosure rescue business.

Specifically, the Court **FINDS** that there is good cause to believe that:

1. The Preliminary Injunction specifically prohibited Everard Taylor and Elias Taylor, and others bound by it, from falsely representing, or assisting others to falsely represent, expressly or by implication, that: (a) Defendants will stop, postpone, or prevent foreclosure in all or virtually all instances; and (b) Defendants will refund most or all of the client's fees in all instances where foreclosure cannot be stopped, postponed, or prevented. Preliminary Injunction, § I. The Preliminary Injunction also prohibited Everard Taylor and Elias Taylor, and others bound by it, from misrepresenting, or assisting others to misrepresent, expressly or by implication, the likelihood that Defendants could or would be able to stop, postpone, or prevent any home mortgage foreclosure, the degree of Defendants' past success in stopping, postponing, or preventing home mortgage foreclosures, the terms of any refund or guarantee provision in Defendants' contracts, and the likelihood that the homeowner will receive a full or partial refund if a home mortgage foreclosure cannot be prevented. *Id.*

2. The Permanent Injunctions enjoined Everard Taylor and Elias Taylor, and others bound by them, from 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: (a) that home mortgage foreclosure can or will be stopped, postponed, or prevented in all or virtually all instances; (b) the likelihood that home mortgage foreclosure can or will be stopped, postponed, or prevented; (c) the terms of any refund or guarantee; and (d) other facts material to consumers' decisions to purchase any mortgage foreclosure rescue service. Permanent Injunctions, § I.

3. The Preliminary Injunction and Permanent Injunctions applied to Ebony Taylor as a person in active concert or participation with Everard Taylor and Elias Taylor. Although not a named party to the original action, Ebony Taylor was bound by the Preliminary Injunction and Permanent Injunctions based on her participation with Everard and Elias in the operation of National Financial Services, LLC and Evalan Services, LLC.

4. Beginning in March 2008 and continuing after the entry of the Permanent Injunctions, Contempt Defendants marketed, sold, and offered for sale home foreclosure prevention services through Nationwide Financial Aid, in violation of Section I.A of the Preliminary Injunction. Through Nationwide Financial Aid, Contempt Defendants provided home foreclosure prevention services as defined in the Preliminary Injunction.

5. After September 8, 2008, Contempt Defendants also marketed, sold, and offered for sale mortgage foreclosure rescue services through Northern Federal Aid.

6. In operating their mortgage foreclosure rescue business, there is good cause to believe that Contempt Defendants falsely represented, or assisted others to falsely represent, expressly or by implication, that they would stop, postpone, or prevent consumers' foreclosures and that they would refund consumers' fees in instances where foreclosure could not be stopped,

postponed, or prevented. Consumers paid Contempt Defendants money in reliance on Nationwide Financial Aid's and Northern Federal Aid's false or misleading representations, including that they would stop, postpone, or prevent consumers' home foreclosures, or consumers would be entitled to a refund of fees paid.

7. Contrary to Nationwide Financial Aid's and Northern Federal Aid's express representations, Contempt Defendants did little or nothing to stop, postpone, or prevent consumers' foreclosures.

8. During the period March 6, 2008 to September 8, 2008, in connection with the marketing, sale, or offering for sale of home foreclosure prevention services through Nationwide Financial Aid, Contempt Defendants have made false or misleading statements or misrepresentations of material fact in violation of Section I of the Preliminary Injunction.

9. Since September 8, 2008, in connection with the marketing, sale, or offering for sale of mortgage foreclosure rescue services through Nationwide Financial Aid and Northern Federal Aid, Contempt Defendants have made false or misleading statements or misrepresentations of material fact in violation of Section I of the Permanent Injunctions.

10. As a result of their violations of Section I of the Preliminary Injunction and Section I of the Permanent Injunctions, Contempt Defendants have caused injury to consumers in an amount of at least \$126,131.80.

IT IS THEREFORE ORDERED that Everard Taylor, Elias Taylor, Ebony Taylor, and National Financial Assistance, LLC shall appear on December 8, 2010, at 1:00 p.m., at the United States Courthouse in and for the Eastern District of Texas, Courtroom #105, 7940 Preston Road, Plano, Texas 75024, to show cause why they should not be held in contempt for violating

the following orders of this Court as described herein:

1. Preliminary Injunction, signed March 5, 2008 (Dkt. # 38);
2. Stipulated Permanent Injunction and Final Order as to Defendants Evalan Services, LLC, and Everard Taylor, signed September 6, 2008 (Dkt. # 52);
and
3. Stipulated Permanent Injunction and Final Order as to Defendants National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, signed September 6, 2008 (Dkt. # 54).

At this hearing, the Court may impose any such relief as it deems appropriate.

IT IS FURTHER ORDERED that the Court also sets for hearing on December 8, 2010, at 1:00 p.m., at the United States Courthouse in and for the Eastern District of Texas, Courtroom #105, 7940 Preston Road, Plano, Texas 75024, the following motions:

1. Federal Trade Commission's Motion to Modify the Permanent Injunctions of Everard Taylor and Elias Taylor (Dkt. # 62); and
2. Federal Trade Commission's Motion to Enforce the Full Monetary Judgment against Defendants Evalan Services, LLC and Everard Taylor (Dkt. # 63).

IT IS FURTHER ORDERED that:

1. Any Contempt Defendant who intends to file any pleading or document responsive to the Motions shall do so no later than October 8, 2010.
2. The Commission shall file any reply no later than October 15, 2010.
3. Any Contempt Defendant who intends to file a sur-reply to the Motions

shall do so no later than October 22, 2010.

4. Any Contempt Defendant who intends to offer documentary evidence at the hearing to show cause shall serve the Commission with such documentary evidence no later than October 22, 2010.
5. Any Contempt Defendant who intends to present the testimony of any live witness at the hearing to show cause shall serve the Commission with notice of the witness' name, address, and phone number, and the substance of the expected testimony of the witness no later than October 22, 2010.
6. Contempt Defendants shall serve all Court filings, notices, documentary evidence, notice of witness testimony, and other documents in this case on the Commission by electronic mail or by overnight delivery. Electronic mail shall be addressed to jelliott@ftc.gov, and overnight delivery addressed to James E. Elliott, Federal Trade Commission, Southwest Region, 1999 Bryan Street, Suite 2150, Dallas, Texas 75201.
7. The parties may conduct expedited deposition discovery upon three (3) days notice.

This Order supercedes and replaces the Court's Order to Show Cause Why Contempt Defendants Should Not Be Held in Contempt (Dkt. # 66), entered September 2, 2010.

IT IS SO ORDERED.