

1 WILLARD K. TOM  
General Counsel

2 ROBERT J. SCHROEDER  
3 Regional Director

4 MIRY KIM, WA State Bar No. 31456  
5 LAURA M. SOLIS, WA State Bar No: 36005  
6 Federal Trade Commission  
915 Second Avenue, Suite 2896  
7 Seattle, WA 98174  
Phone: (206) 220-6350  
8 Facsimile: (206) 220-6366  
email: mkim@ftc.gov  
lsolis@ftc.gov

9 ATTORNEYS FOR PLAINTIFF  
10 FEDERAL TRADE COMMISSION

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12 UNITED STATES DISTRICT COURT  
13 DISTRICT OF NEVADA

14  
15 FEDERAL TRADE COMMISSION  
16 Plaintiff,

17 v.

18 IMMIGRATION CENTER, a Colorado non-  
19 profit Corporation;

20 IMMIGRATION FORMS AND  
21 PUBLICATIONS, INC., a Missouri  
corporation;

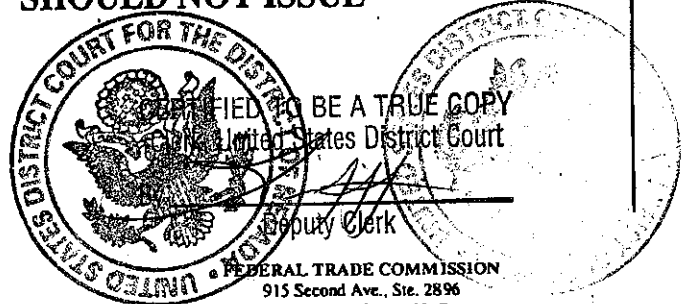
22 CHARLES DOUCETTE, individually and  
23 d/b/a TELESTAFFING, IMMIGRATION  
FORMS AND SERVICES, and  
IMMIGRATION FORM PROCESSING;

24 DEBORAH STILSON a/k/a DEBORAH  
25 MALMSTROM, individually and d/b/a  
26 LIBERTY LEGAL SERVICES, AMERICAN  
LEGAL SERVICES, and NINNER;

27 ALFRED BOYCE, individually and d/b/a  
28 MAYDENE WEB SERVICES;

Civil Action No.

~~PROPOSED~~  
**EX PARTE TEMPORARY  
RESTRAINING ORDER WITH  
ASSET FREEZE,  
APPOINTMENT OF A  
TEMPORARY RECEIVER,  
IMMEDIATE ACCESS TO  
BUSINESS PREMISES,  
LIMITED EXPEDITED  
DISCOVERY, AND AN ORDER  
TO SHOW CAUSE WHY A  
PRELIMINARY INJUNCTION  
SHOULD NOT ISSUE**



TEMPORARY RESTRAINING ORDER

FEDERAL TRADE COMMISSION  
915 Second Ave., Ste. 2896  
Seattle, Washington 98174  
(206) 220-6350

1 THOMAS STRAWBRIDGE, individually  
2 and as an officer of IMMIGRATION FORMS  
AND PUBLICATIONS, INC.;

3 ROBIN MEREDITH, individually and as an  
4 officer of IMMIGRATION FORMS AND  
PUBLICATIONS, INC.;

5 THOMAS LAURENCE, individually; and

6 ELIZABETH MEREDITH, individually,

7 Defendants.  
8

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2 Plaintiff, Federal Trade Commission ("FTC" or "Commission"), having filed its  
3 Complaint for a Permanent Injunction and Other Equitable Relief in this matter, pursuant to  
4 Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b)  
5 and 57b, and having moved for an *ex parte* Temporary Restraining Order and other relief  
6 pursuant to Rule 65 of the Federal Rules of Civil Procedure, Fed. R. Civ. P. 65, and the Court  
7 having considered the complaint, declarations, exhibits, and memorandum of law filed in support  
8 thereof, and now being advised in the premises, finds that:

9  
10 **FINDINGS**

- 11 1. This Court has jurisdiction over the subject matter of this case, and there is good  
12 cause to believe it will have jurisdiction over the defendants.
- 13 2. Venue lies properly with this Court.
- 14 3. There is good cause to believe that Immigration Center, Immigration Forms and  
15 Publications, Inc., Charles Doucette, Deborah Stilson, Alfred Boyce, Thomas Strawbridge, Robin  
16 Meredith, Thomas Laurence, Elizabeth Meredith (collectively referred to as "Defendants") have  
17 engaged in, and are likely to engage in, acts and practices that violate Section 5(a) of the FTC  
18 Act, 15 U.S.C. § 45(a), and that the Commission is therefore likely to prevail on the merits of  
19 this action.
- 20 4. There is good cause to believe that immediate and irreparable damage to the  
21 Court's ability to grant effective final relief for consumers in the form of monetary restitution  
22 will occur from the sale, transfer, or other disposition or concealment by Defendants of their  
23 assets or business records unless Defendants are immediately restrained and enjoined by Order of  
24 this Court. There is thus good cause for an asset freeze over all defendants and appointment of a  
25 temporary receiver over Immigration Center.
- 26 5. There is good cause for relieving Plaintiff of the duty to provide Defendants with  
27 prior notice of Plaintiff's motion.
- 28 6. Weighing the equities and considering Plaintiff's likelihood of ultimate success, a

1 Temporary Restraining Order with asset freeze and other equitable relief is in the public interest.

2 7. No security is required of any agency of the United States for issuance of a  
3 restraining order. Fed. R. Civ. P. 65(c).

4  
5 **DEFINITIONS**

6 For purposes of this Temporary Restraining Order ("Order"), the following definitions  
7 shall apply:

8 1. "Asset" or "Assets" means any legal or equitable interest in, right to, or claim to,  
9 any real or personal property, including, but not limited to, "goods," "instruments," "equipment,"  
10 "fixtures," "general intangibles," "inventory," "checks," or "notes" (as these terms are defined in  
11 the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other  
12 deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables,  
13 funds, and all cash, wherever located.

14 2. "Assisting others" includes but is not limited to: (1) performing customer service  
15 functions, including, but not limited to, receiving or responding to consumer complaints; (2)  
16 formulating or providing, or arranging for the formulation or provision of, any sales script or  
17 other marketing material; (3) providing names of, or assisting in the generation of, potential  
18 customers; (4) performing or providing marketing or billing services of any kind; (5) acting as an  
19 officer or director of a business entity; or (6) providing telemarketing services.

20 3. "Clearly and conspicuously" means: (1) if presented in writing, the information  
21 shall be in type size and location sufficient for an ordinary consumer to read and comprehend it,  
22 and shall be disclosed in a manner that would be easily recognizable and understandable in  
23 language and syntax to an ordinary consumer. If the information is contained in a multi-page  
24 print document, the disclosure shall appear on the first page; (2) if presented orally, the  
25 information shall be disclosed in a volume, cadence, and syntax sufficient for an ordinary  
26 consumer to hear and comprehend; and (3) nothing contrary to any information disclosed shall be  
27 imparted at or near the time of the disclosure. Further, a subsequent disclosure made orally or in  
28 writing only limits or qualifies a prior disclosure and cannot cure a false claim.

1 4. **“Consumer” or “Customer”** means any person who purchased, agreed to  
2 purchase, or was charged for immigration and naturalization services from any Defendant prior  
3 to the date of this Order.

4 5. **“Defendants”** means all of the Individual Defendants and Corporate Defendants,  
5 individually, collectively, or in any combination.

6 a. **“Corporate Defendants”** refers to Immigration Center and Immigration  
7 Forms and Publications, Inc., and their successors and assigns, as well as any subsidiaries,  
8 and any fictitious business entities or business names created or used by these entities, or  
9 any of them; and

10 b. **“Individual Defendants”** refers to Charles Doucette, also d/b/a  
11 Telestaffing, Immigration Forms and Services and Immigration Form Processing,  
12 Deborah Stilson a/k/a Deborah Malmstrom, also d/b/a Liberty Legal Services, American  
13 Legal Services, and Ninner; Alfred Boyce, also d/b/a Maydene Web Services, Thomas  
14 Strawbridge, Robin Meredith, Thomas Laurence, and Elizabeth Meredith, by whatever  
15 other names each may be known.

16 6. **“Document” or “Documents”** means any materials listed in Federal Rule of Civil  
17 Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and video  
18 recordings, computer records, digital records, and other data compilations from which  
19 information can be obtained and translated, if necessary, into reasonably usable form through  
20 detection devices. A draft or nonidentical copy is a separate Document within the meaning of the  
21 term.

22 7. **“Financial Institution”** means any bank, savings and loan institution, credit  
23 union, or any financial depository of any kind, including, but not limited to, any brokerage house,  
24 trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious  
25 metal dealer.

26 8. **“Immigration and naturalization services”** means any service provided to a  
27 person to aid or purporting to aid that person in any United States immigration or naturalization  
28 matter such as by: (a) appearing in any immigration case, either in person or through the

1 preparation or filing of any brief or other document, paper, application, petition, or other form on  
2 behalf of another person before or with any branch of the United States Department of Homeland  
3 Security or the United States Department of Justice; (b) selecting or providing which visa, work  
4 permit, temporary protective status, residency, citizenship, or other immigration status or benefit  
5 to apply for, or which application or other form to use, or providing advice regarding these  
6 selections; (c) advising a person regarding the requirements for obtaining a visa, a work permit,  
7 temporary protective status, residency, citizenship, or any other immigration status or benefit; or  
8 (d) advising a person regarding his or her answers on any immigration related document, paper,  
9 application, petition, or other form.

10 9. "Mail" includes but is not limited to all envelopes, papers or other items  
11 delivered, whether by United States Mail, United Parcel Service, Federal Express, Electronic  
12 Mail, or similar delivery service.

13 10. "Person" means a natural person, an organization or other legal entity, including  
14 a corporation, partnership, sole proprietorship, limited liability company, association,  
15 cooperative, or any other group or combination acting as an entity.

16 11. "Receiver" means the temporary receiver appointed in this Order. The term  
17 "receiver" also includes any deputy receivers as may be named by the temporary receiver.

18 12. "Receivership Defendants" refers to Immigration Center and each Individual  
19 Defendant who operates any unincorporated business offering immigration and naturalization  
20 services. Such Individual Defendants include but are not limited to Charles Doucette d/b/a  
21 Telestaffing, Immigration Forms and Services, Immigration Form Processing, Maydene Media,  
22 Liberty Legal Services, and American Legal Project; and Deborah Stilson, also known as  
23 Deborah Malmstrom, d/b/a Liberty Legal Services, American Legal Services, Immigration  
24 Forms, and Ninner as well as their successors, assigns, subsidiaries, and any fictitious business  
25 entities or business names created or used by these entities, or any of them, that conduct any  
26 business related to the Defendants' immigration and naturalization services and which the  
27 Temporary Receiver has reason to believe are owned or controlled in whole or in part by any of  
28 the Defendants.

1           13.    **"Receivership Property"** refers to any Assets, wherever located, that are (1)  
2 owned, controlled, or held, in whole or in part, by, for the benefit of, or subject to access by, or  
3 belonging to, any Receivership Defendant; (2) in the actual or constructive possession of any  
4 Receivership Defendant; (3) held by an agent of any Receivership Defendant including as a  
5 retainer for the agent's provision of services to any of them; or (4) in the actual or constructive  
6 possession of, or owned, controlled, or held by, or subject to access by, any other individual,  
7 corporation, partnership, trust, or any other entity directly or indirectly owned, managed, or  
8 controlled by, or under common control with, any Receivership Defendant, including, but not  
9 limited to, any assets held by or for any Receivership Defendant in any account at any bank or  
10 savings and loan institution, or with any credit card processing agent, automated clearing house  
11 processor, network transaction processor, bank debit processing agent, customer service agent,  
12 commercial mail receiving agency, or mail holding or forwarding company, or any credit union,  
13 retirement fund custodian, money market or mutual fund, storage company, trustee, or with any  
14 broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer,  
15 or other financial institution or depository of any kind, either within or outside the territorial  
16 United States. *Provided, however,* that Receivership Property shall not include property of the  
17 Individual Defendants not related to the marketing or sale of any immigration and naturalization  
18 service.

19                                   **CONDUCT PROHIBITIONS**

20           **I. Prohibitions Against Misrepresentations of Immigration and Naturalization Services**

21           **IT IS THEREFORE ORDERED** that Defendants, and their officers, agents, servants,  
22 employees, and attorneys, and all other persons in active concert or participation with any of  
23 them, who receive actual notice of this Order by personal service or otherwise, whether acting  
24 directly or through any trust, corporation, subsidiary, division, or other device, or any of them, in  
25 connection with the advertising, marketing, promoting, offering for sale, sale, or provision of  
26 immigration and naturalization services are hereby restrained and enjoined from misrepresenting,  
27 directly or indirectly, expressly or by implication, any material fact, including but not limited to:

28           A.     That Defendants are authorized to provide immigration and naturalization services



1 in the United States;

2 B. That Defendants are part of or affiliated with the United States Citizenship and  
3 Immigration Services ("USCIS"), the U.S. Department of Homeland Security, or  
4 one or more agencies of the United States government; and

5 C. That fees consumers pay to Defendants will cover costs associated with  
6 submitting documents to the USCIS.

7 **II. Prohibition Against Providing Means and Instrumentalities to Deceive Consumers  
8 Regarding Immigration and Naturalization Services**

9 **IT IS FURTHER ORDERED** that Defendants Charles Doucette and Deborah Stilson,  
10 and their officers, agents, servants, employees, and attorneys, and all other persons in active  
11 concert or participation with any of them, who receive actual notice of this Order by personal  
12 service or otherwise, whether acting directly or through any trust, corporation, subsidiary,  
13 division, or other device, or any of them, in connection with the advertising, marketing,  
14 promoting, offering for sale, sale, or provision of immigration and naturalization services, are  
15 hereby restrained and enjoined from providing to others the means and instrumentalities with  
16 which to deceive consumers as described in Paragraph I.

17 **III. Customer Information**

18 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, servants,  
19 employees, and attorneys, and all other persons in active concert or participation with any of  
20 them, who receive actual notice of this Order by personal service or otherwise, are hereby  
21 restrained and enjoined from using, selling, renting, leasing, transferring, or otherwise disclosing  
22 or benefitting from the name, address, birth date, telephone number, email address, Social  
23 Security number, Social Insurance number, credit or debit card number, bank account number, or  
24 other financial or identifying personal information of any person from whom or about whom any  
25 Defendant obtained such information in connection with activities alleged in the FTC's  
26 Complaint.

27 Provided, however, that Defendants may disclose such financial or identifying personal  
28 information to a law enforcement agency or as required by any law, regulation, or court order.

1  
2 **ASSET FREEZE AND DUTIES OF THIRD PARTIES**

3 **IV. Asset Freeze**

4 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents, servants,  
5 employees, and attorneys, and all other persons in active concert or participation with any of  
6 them, who receive actual notice of this Order by personal service or otherwise, whether acting  
7 directly or through any trust, corporation, subsidiary, division, or other device, or any of them,  
8 except as provided herein, as stipulated by the parties, or as directed by further order of the  
9 Court, are hereby restrained and enjoined from:

10 A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,  
11 concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a  
12 lien or security interest or other interest in, or otherwise disposing of any funds,  
13 real or personal property, accounts, contracts, shares of stock, lists of consumer  
14 names, or other assets, or any interest therein, wherever located, including outside  
15 the territorial United States, that are:

- 16 1. owned, controlled, or held by, in whole or in part, for the benefit of, or  
17 subject to access by, or belonging to, any Defendant;
- 18 2. in the actual or constructive possession of any Defendant; or
- 19 3. in the actual or constructive possession of, or owned, controlled, or held  
20 by, or subject to access by, or belonging to, any other corporation,  
21 partnership, trust, or any other entity directly or indirectly owned,  
22 managed, or controlled by, or under common control with, any Defendant,  
23 including, but not limited to, any assets held by or for any Defendant in  
24 any account at any bank or savings and loan institution, or with any credit  
25 card processing agent, automated clearing house processor, network  
26 transaction processor, bank debit processing agent, customer service agent,  
27 commercial mail receiving agency, or mail holding or forwarding  
28 company, or any credit union, retirement fund custodian, money market or

1 mutual fund, storage company, trustee, or with any broker-dealer, escrow  
2 agent, title company, commodity trading company, precious metal dealer,  
3 or other financial institution or depository of any kind, either within or  
4 outside the territorial United States;

5 B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes,  
6 or storage facilities titled in the name of any Defendant, or subject to access by  
7 any Defendant or under any Defendant's control, without providing the  
8 Commission prior notice and an opportunity to inspect the contents in order to  
9 determine that they contain no assets covered by this Section;

10 C. Cashing any checks or depositing any payments from customers or clients of  
11 Defendants;

12 D. Incurring charges or cash advances on any credit card issued in the name, singly or  
13 jointly, of any Defendant; or

14 E. Incurring liens or encumbrances on real property, personal property, or other  
15 assets in the name, singly or jointly, of any Defendant or any corporation,  
16 partnership, or other entity directly or indirectly owned, managed, or controlled by  
17 any Defendant.

18 The funds, property, and assets affected by this Section shall include both existing assets  
19 and assets acquired after the effective date of this Order.

#### 20 V. Duties of Third Parties

21 **IT IS FURTHER ORDERED** that any financial institution, business entity, or person  
22 maintaining or having custody or control of any account or other asset of any Defendant, or any  
23 corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by,  
24 or under common control with any Defendant, which is served with a copy of this Order, or  
25 otherwise has actual or constructive knowledge of this Order, shall:

26 A. Hold and retain within its control and prohibit the withdrawal, removal,  
27 assignment, transfer, pledge, hypothecation, encumbrance, disbursement,  
28 dissipation, conversion, sale, liquidation, or other disposal of any of the assets,

1 funds, documents, or other property held by, or under its control:

- 2 1. on behalf of, or for the benefit of, any Defendant or any other party subject  
3 to Section IV above;
- 4 2. in any account maintained in the name of, or for the benefit of, or subject  
5 to withdrawal by, any Defendant or other party subject to Section IV  
6 above; and
- 7 3. that are subject to access or use by, or under the signatory power of, any  
8 Defendant or other party subject to Section IV above;

9 B. Deny Defendants access to any safe deposit boxes or storage facilities that are  
10 either:

- 11 1. titled in the name, individually or jointly, of any Defendant, or other party  
12 subject to Section IV above; or
- 13 2. subject to access by any Defendant or other party subject to Section IV  
14 above;

15 C. Provide the Commission, within five (5) days of the date of service of this Order,  
16 a sworn statement setting forth:

- 17 1. The identification number of each account or asset titled in the name,  
18 individually or jointly, of any Defendant, or held on behalf of, or for the  
19 benefit of, any Defendant or other party subject to Section IV above,  
20 including all trust accounts managed on behalf of any Defendant or subject  
21 to any Defendant's control;
- 22 2. The balance of each such account, or a description of the nature and value  
23 of such asset;
- 24 3. The identification and location of any safe deposit box, commercial mail  
25 box, or storage facility that is either titled in the name, individually or  
26 jointly, of any Defendant, or is otherwise subject to access or control by  
27 any Defendant or other party subject to Section IV above, whether in  
28 whole or in part; and

1 4. If the account, safe deposit box, storage facility, or other asset has been  
2 closed or removed, the date closed or removed and the balance on said  
3 date;

4 D. Allow representatives of Plaintiff immediate access to inspect and copy, or upon  
5 Plaintiff's request, within five (5) business days of said request, provide the  
6 Commission with copies of, all records or other documentation pertaining to each  
7 such account or asset, including, but not limited to, originals or copies of account  
8 applications, account statements, corporate resolutions, signature cards, checks,  
9 drafts, deposit tickets, transfers to and from the accounts, all other debit and credit  
10 instruments or slips, currency transaction reports, 1099 forms, and safe deposit  
11 box logs; and

12 E. This Section shall apply to existing accounts and assets, assets deposited or  
13 accounts opened after the effective date of this Order, and any accounts or assets  
14 maintained, held or controlled two years prior to the effective date of this Order.  
15 This Section shall not prohibit transfers in accordance with any provision of this  
16 Order, any further order of the Court, or by written agreement of the parties.

17 **VI. Repatriation of Assets and Documents**

18 **IT IS FURTHER ORDERED** that Defendants shall:

19 A. Within three (3) business days following service of this Order, take such steps as  
20 are necessary to repatriate to the territory of the United States of America all  
21 Documents and Assets that are located outside such territory and are held by or for  
22 Defendants or are under Defendants' direct or indirect control, jointly, severally,  
23 or individually;

24 B. Within three (3) business days following service of this Order, provide Plaintiff  
25 with a full accounting of all Documents and Assets that are located outside of the  
26 territory of the United States of America or that have been transferred to the  
27 territory of the United States of America pursuant to Subsection A above and are  
28 held by or for any Defendant or are under any Defendant's direct or indirect

1 control, jointly, severally, or individually, including the addresses and names of  
2 any foreign or domestic financial institution or other entity holding the Documents  
3 and Assets, along with the account numbers and balances;

4 C. Hold and retain all such Documents and Assets and prevent any transfer,  
5 disposition, or dissipation whatsoever of any such Documents or Assets; and

6 D. Within three (3) business days following service of this Order, provide Plaintiff  
7 access to Defendants' records and Documents held by Financial Institutions or  
8 other entities outside the territorial United States, by signing and delivering to  
9 Plaintiff's counsel the Consent to Release of Financial Records attached to this  
10 Order as Attachment A.

11 **RECORD KEEPING PROVISIONS**

12 **VII. Financial Statements and Accounting**

13 **IT IS FURTHER ORDERED** that, within five (5) business days following the service  
14 of this Order:

15 A. Each Individual Defendant shall prepare and deliver to counsel for the  
16 Commission a completed financial statement on the form captioned "Financial  
17 Statement of Individual Defendant," which is attached to this Order as Attachment

18 B;

19 B. Unless otherwise agreed upon with Counsel for the Commission and the  
20 Receivers, Defendants shall also prepare and deliver to Counsel for the  
21 Commission a completed financial statement on the form captioned "Financial  
22 Statement of Corporate Defendant," which is attached to this Order as Attachment  
23 C, for Immigration Center and Immigration Forms and Publications, Inc., and for  
24 each business entity owned, controlled or managed by the Individual Defendants,  
25 regardless of whether it is a defendant in this case. The financial statements shall  
26 be accurate as of the date and time of entry of this Order; and

27 C. Each Defendant shall also prepare and deliver to Counsel for the Commission:

28 I. A completed statement, verified under oath:

- 1 a. specifying the name and address of each financial institution and  
2 brokerage firm at which the Defendant has accounts or safe deposit  
3 boxes. Said statements shall include assets held in foreign as well  
4 as domestic accounts; and
- 5 b. listing all persons who have received payments, transfers, or  
6 assignment of funds, assets, or property which total \$10,000 or  
7 more in any twelve-month period since January 1, 2009. This list  
8 shall specify: (a) the amount(s) transferred or assigned; (b) the  
9 name of each transferee or assignee; (c) the date of the assignment  
10 or transfer; and (d) the type and amount of consideration paid to  
11 the Defendant:

12 2. For each immigration and naturalization good or service advertised,  
13 marketed, promoted, offered for sale, or sold by the Defendants, a detailed  
14 accounting, verified under oath, of:

- 15 a. all gross revenues obtained from the sale of each such good or  
16 service (broken down by month and year) from January 1, 2009,  
17 through the date of the issuance of this Order;
- 18 b. all net profits obtained from the sale of each such good or service  
19 (broken down by month and year) from January 1, 2009, through  
20 the date of the issuance of this Order;
- 21 c. the total amount of each such good or service sold (broken down  
22 by month and year) from January 1, 2009, through the date of the  
23 issuance of this Order; and
- 24 d. the full name, address, and telephone number of every purchaser or  
25 recipient of each such good or service, and the amount paid by  
26 each from January 1, 2009, through the date of the issuance of this  
27 Order.
- 28

**VIII. Records Maintenance and New Business Activity**

**IT IS FURTHER ORDERED** that Defendants, and their officers, agents, servants, employees, and attorneys, and all other persons 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 trust, corporation, subsidiary, division, or other device, or any of them, are hereby restrained and enjoined from:

- A. Failing to create and maintain books, records, accounts, bank statements, current accountants' reports, general ledgers, general journals, cash receipt ledgers, cash disbursement ledgers and source documents, documents indicating title to real or personal property, and any other data which, in reasonable detail, accurately, fairly and completely reflect the incomes, disbursements, transactions, dispositions, and uses of the Defendants' assets;
- B. Destroying, erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, any Documents, including electronically-stored materials, that relate in any way to the business practices or business or personal finances of Defendants; to the business practices or finances of entities directly or indirectly under the control of Defendants; or to the business practices or finances of entities directly or indirectly under common control with any other Defendant; and
- C. Creating, operating, or exercising any control over any new business entity, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, or corporation, without first providing Plaintiff with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers, and employees; and (4) a detailed description of the business entity's intended activities.



**RECEIVERSHIP PROVISIONS**

**IX. Appointment of Temporary Receiver**

**IT IS FURTHER ORDERED** that Aviva Gordon of Ellis & Gordon is appointed Temporary Receiver for Receivership Defendants with the full power of an equity receiver. The Temporary Receiver shall be an agent of this Court in acting as a Receiver under this Order and shall be accountable directly to this Court. The Temporary Receiver shall comply with all Rules of this Court governing receivers. It is understood, given the nature of this assignment, that the Temporary Receiver may conclude that there are insufficient assets in the receivership or that other factors warrant withdrawal of the Temporary Receiver in accordance with Section XIX of this Order.

**X. Access to Receivership Defendants' Business Premises**

**IT IS FURTHER ORDERED** that the Temporary Receiver and her representatives and agents shall have immediate access to any business premises of the Receivership Defendants, and immediate access to any other location where any Receivership Defendant has conducted business or where property or business records are likely to be located. Such business premises locations specifically include, but are not limited to, the offices and facilities of one or more of the Receivership Defendants at 160 Hubbard Way, Reno, Nevada 89502 and 510 E. Plumb Lane, Ste. # B, Reno, Nevada 89502; and any storage facility that the Temporary Receiver learns is being used to store records or property of any Receivership Defendant.

A. The purpose of such access is to implement and carry out the Temporary Receiver's duties set forth in Section XI of this order and to inspect and inventory all of the Receivership Property, including without limitation, assets and documents, and inspect and copy any documents relevant to this action. The Temporary Receiver and those specifically designated by her shall have the right to remove the above-listed documents from those premises in order that they may be inspected, inventoried, and copied;

B. In connection with gaining access to and securing the business premises of the Receivership Defendants, the Temporary Receiver is authorized to use the

1 assistance of law enforcement officers as the Temporary Receiver deems  
2 necessary to effect service and to implement peacefully the provisions of this  
3 Order;

4 C. The Temporary Receiver shall allow the Commission's representatives, agents,  
5 and assistants, as well as Defendants and their representatives, reasonable access  
6 to the business premises of Receivership Defendants. The purpose of this access  
7 shall be to inspect and copy any and all books, records, accounts, and other  
8 property, including computer data, owned by or in the possession of the  
9 Receivership Defendants; and

10 D. The Temporary Receiver is authorized to provide continued access to any  
11 business premises of the Receivership Defendants to law enforcement officers, as  
12 she deems fit; and to refer to those law enforcement officers any documents or  
13 information that may appear to be relevant to her duties.

#### 14 XI. Receivership Duties

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

- 17 A. Assume full control of the relevant Receivership Defendants by removing, as the  
18 Receiver deems necessary or advisable, any Defendant or any director, officer,  
19 independent contractor, employee or agent of any Defendant, from control of,  
20 management of, or participation in, the affairs of the Receivership Defendants;
- 21 B. Take exclusive custody, control, and possession of all assets and documents of, or  
22 in the possession or custody or under the control of Receivership Defendants,  
23 wherever situated, including without limitation all paper documents and all  
24 electronic data and devices that contain or store electronic data including but not  
25 limited to computers, laptops, data storage devices, back-up tapes, DVDs, CDs,  
26 and thumb drives and all other external storage devices and, as to equipment in  
27 the possession or under the control of the Individual Defendants, all PDAs, smart  
28 phones, cellular telephones, and similar devices issued or paid for by Receivership

1 Defendants. The Temporary Receiver shall be deemed to be the authorized  
2 responsible person to act on behalf of the Receivership Defendants and, subject to  
3 further order of the Court, shall have the full power and authority to take all  
4 corporate actions, including but not limited to, the filing of a petition for  
5 bankruptcy as the authorized responsible person as to the Receivership  
6 Defendants, dissolution of the Receivership Defendants, and sale of the  
7 Receivership Defendants. The Temporary Receiver shall have full power to divert  
8 mail and to sue for, collect, receive, take in possession, hold, and manage all  
9 assets and documents constituting Receivership Property and other persons or  
10 entities whose interests are now held by or under the direction, possession,  
11 custody or control of the Receivership Defendants; provided, however, that the  
12 Temporary Receiver shall seek further authority from the Court, after providing  
13 notice to the Plaintiff, before attempting to collect any debt from a consumer if the  
14 Temporary Receiver believes the debt was induced by unfair or deceptive  
15 practices, including, without limitation, those identified by the FTC in this matter  
16 whether in the Complaint or in subsequent filings;

- 17 C. Take all steps necessary to secure the business premises of Receivership  
18 Defendants including, but not limited to, all such premises located at 160 Hubbard  
19 Way, Reno, Nevada 89502; and 510 E. Plumb Lane, Ste. # B, Reno, Nevada  
20 89502. Such steps may include, but are not limited to, the following as the  
21 Temporary Receiver deems necessary or advisable: (1) serving this Order on any  
22 person or entity; (2) completing a written inventory of receivership assets;  
23 (3) obtaining pertinent information from all employees and other agents of the  
24 Receivership Defendants including, but not limited to, the name, home address,  
25 social security number, job description, method of compensation, and all accrued  
26 and unpaid commissions and compensation of each such employee or agent;  
27 (4) video taping all portions of the business premises; (5) changing the locks and  
28 disconnecting any computer modems or other means of access to the computer or

1 other records maintained at the business premises; (6) requiring any persons  
2 present on the business premises at the time this Order is served to leave the  
3 premises, to provide the Temporary Receiver with proof of identification, or to  
4 demonstrate to the satisfaction of the Temporary Receiver that such persons are  
5 not removing from the premises documents or assets of the Receivership  
6 Defendants; and (7) notwithstanding any other provision of this Order, the  
7 Temporary Receiver shall determine what constitutes reasonable access by other  
8 persons or entities to the business premises of the Receivership Defendants;

9 D. Investigate, conserve, hold, and manage all receivership assets, and perform all  
10 acts necessary or advisable to preserve the value of those assets in an effort to  
11 prevent any irreparable loss, damage or injury to consumers or to creditors of the  
12 Receivership Defendants including, but not limited to, obtaining an accounting of  
13 the assets, and preventing transfer, withdrawal or misapplication of assets;

14 E. Enter into contracts and purchase insurance as advisable or necessary;

15 F. Prevent the inequitable distribution of assets and determine, adjust, and protect the  
16 interests of consumers and creditors who have transacted business with  
17 Receivership Defendants;

18 G. Manage and administer the business of Receivership Defendants until further  
19 order of this Court by performing all incidental acts that the Temporary Receiver  
20 deems to be advisable or necessary, which include retaining, hiring, or dismissing  
21 any employees, independent contractors, or agents;

22 H. Choose, engage, and employ attorneys, accountants, appraisers, and other  
23 independent contractors and technical specialists (collectively, "Professionals"), as  
24 the Temporary Receiver deems advisable or necessary in the performance of  
25 duties and responsibilities under the authority granted by this Order, which  
26 Professionals shall apply for payment of fees and costs along with the Receiver  
27 and be paid from the assets of the receivership estate;

28 I. Make payments and disbursements from the receivership estate that are necessary

1 or advisable for carrying out the directions of, or exercising the authority granted  
2 by, this Order;

- 3 J. Determine and implement the manner in which Receivership Defendants will  
4 comply with, and prevent violations of, this Order and all other applicable laws  
5 including, but not limited to, revising sales materials and implementing  
6 monitoring procedures;
- 7 K. Institute, compromise, adjust, defend, appear in, intervene in, or become party to  
8 such actions or proceedings in state, federal or foreign courts that the Temporary  
9 Receiver deems necessary and advisable to preserve or recover the assets of  
10 Receivership Defendants or that the Receiver deems necessary and advisable to  
11 carry out the Receiver's mandate under this Order, including, but not limited to,  
12 the filing of a petition for bankruptcy on behalf of any Corporate Defendants;
- 13 L. Defend, compromise, adjust or otherwise dispose of any or all actions or  
14 proceedings instituted in the past or in the future against the Temporary Receiver  
15 in her role as receiver, or against any Receivership Defendant that the Receiver  
16 deems necessary and advisable to preserve the assets of the Receivership  
17 Defendants, or that the Receiver deems necessary and advisable to carry out the  
18 Receiver's mandate under this Order, all notwithstanding the Stay of Actions set  
19 forth in Section XVI of this Order;
- 20 M. Continue and conduct the business of Receivership Defendants in such manner, to  
21 such extent, and for such duration as the Temporary Receiver may in good faith  
22 deem to be necessary and advisable to operate the business profitably and  
23 lawfully, if at all; provided, however, that the continuation and conduct of the  
24 business shall be conditioned upon the Receiver's good faith determination that  
25 the business can be lawfully operated at a net profit using the assets of the  
26 receivership estate and without resort to any unfair or deceptive practices  
27 including, without limitation, those identified as such by the FTC in this matter  
28 whether in the Complaint or in subsequent filings; and taking into account, among

1 other things, that the fees and costs of the Receiver and the Professionals must be  
2 paid as senior priority administrative expenses of the receivership estate;

3 N. Conduct investigations and issue subpoenas to obtain documents and records  
4 pertaining to, or in aid of, the receivership, and conduct discovery in this action on  
5 behalf of the receivership estate;

6 O. Open one or more bank accounts in the District of Nevada as designated  
7 depositories for funds of Receivership Defendants. The Temporary Receiver shall  
8 deposit all funds of the Receivership Defendants in such a designated account and  
9 shall make all payments and disbursements from the receivership estate from such  
10 an account;

11 P. Maintain accurate records of all receipts and expenditures that he or she makes as  
12 Temporary Receiver;

13 Q. Cooperate with reasonable requests for information or assistance from any state or  
14 federal law enforcement agency; and

15 R. Make periodic reports, observations and recommendations to this Court and seek  
16 guidance and instructions from this Court if the Receiver deems necessary upon  
17 one day's written or oral notice to all parties who filed an appearance in this  
18 proceeding.

19 **XII. Cooperation With The Temporary Receiver**

20 **IT IS FURTHER ORDERED** that the Defendants and all other persons or entities  
21 served with a copy of this Order shall fully cooperate with and assist the Temporary Receiver.  
22 This cooperation and assistance shall include, but not be limited to, providing any information to  
23 the Receiver that the Receiver deems necessary to exercising the authority and discharging the  
24 responsibilities of the Receiver under this Order; providing any password required to access any  
25 computer, electronic account, or digital file or telephonic data in any medium; turning over all  
26 property, accounts, files, and records including those in possession or control of attorneys or  
27 accountants; and advising all persons who owe money to Receivership Defendants that all debts  
28

1 should be paid directly to the Receiver. Defendants are hereby temporarily restrained and  
2 enjoined from directly or indirectly:

- 3 A. Transacting any of the business of Receivership Defendants;
- 4 B. Destroying, secreting, defacing, transferring, or otherwise altering or disposing of  
5 any documents of Receivership Defendants including, but not limited to, books,  
6 records, accounts, writings, drawings, graphs, charts, photographs, audio and  
7 video recordings, computer records, and other data compilations, electronically  
8 stored records, or any other papers of any kind or nature;
- 9 C. Transferring, receiving, altering, selling, encumbering, pledging, assigning,  
10 liquidating, or otherwise disposing of any assets owned, controlled, or in the  
11 possession or custody of, or in which an interest is held or claimed by, the  
12 Receivership Defendants or the Temporary Receiver;
- 13 D. Drawing on any existing line of credit available to Receivership Defendants;
- 14 E. Excusing debts owed to Receivership Defendants;
- 15 F. Failing to notify the Temporary Receiver of any asset, including accounts, of  
16 Receivership Defendants held in any name other than the name of a Receivership  
17 Defendant, or by any person or entity other than a Receivership Defendant, or  
18 failing to provide any assistance or information requested by the Receiver in  
19 connection with obtaining possession, custody or control of such assets;
- 20 G. Doing any act that would, or failing to do any act which failure would, interfere  
21 with the Temporary Receiver's taking custody, control, possession, or  
22 management of the assets or documents subject to this receivership; or harassing  
23 or interfering with the Receiver in any way; or interfering in any manner with the  
24 exclusive jurisdiction of this Court over the assets or documents of the  
25 Receivership Property; or refusing to cooperate with the Temporary Receiver or  
26 her duly authorized agents in the exercise of their duties or authority under any  
27 Order of this Court; and  
28

1 H. Filing, or causing to be filed, any petition on behalf of any Receivership  
2 Defendant for relief under the United States Bankruptcy Code, 11 U.S.C. §§ 101-  
3 1330 (2002), without prior permission from this Court.

4 **XIII. Delivery of Receivership Property**

5 **IT IS FURTHER ORDERED** that:

- 6 A. Immediately upon service of this Order upon them, or within such period as may  
7 be permitted by the Temporary Receiver, Receivership Defendants or any other  
8 person or entity shall transfer or deliver possession, custody, and control of the  
9 following to the Receiver:
- 10 1. All Receivership Property including, without limitation, bank accounts,  
11 websites, buildings or office space owned, leased, rented, or otherwise  
12 occupied by the Receivership Defendants;
  - 13 2. All documents of the Corporate Defendants and all documents related to  
14 the business activities of the Individual Defendants, including, but not  
15 limited to, books and records of accounts, legal files (whether held by  
16 Defendants or their counsel), all financial and accounting records, balance  
17 sheets, income statements, bank records (including monthly statements,  
18 canceled checks, records of wire transfers, and check registers), client lists,  
19 title documents, and other papers;
  - 20 3. All of Receivership Defendants' accounting records, tax records, and tax  
21 returns controlled by, or in the possession of, any bookkeeper, accountant,  
22 enrolled agent, licensed tax preparer or certified public accountant;
  - 23 4. All loan applications made by or on behalf of Receivership Defendants  
24 and supporting documents held by any type of lender including, but not  
25 limited to, banks, savings and loans, thrifts or credit unions;
  - 26 5. All assets belonging to members of the public now held by Receivership  
27 Defendants; and  
28



1           6. All keys and codes necessary to gain or secure access to any assets or  
2 documents of Receivership Defendants including, but not limited to,  
3 access to their business premises, means of communication, accounts,  
4 computer systems or other property; and

5           B. In the event any person or entity fails to deliver or transfer any asset or otherwise  
6 fails to comply with any provision of this Paragraph, the Temporary Receiver may  
7 file *ex parte* an Affidavit of Non-Compliance regarding the failure. Upon filing of  
8 the affidavit, in addition to other remedies available to the Receiver, the Court  
9 may authorize, without additional process or demand, Writs of Possession or  
10 Sequestration or other equitable writs requested by the Receiver. The writs shall  
11 authorize and direct the United States Marshal or any sheriff or deputy sheriff of  
12 any county, or any other federal or state law enforcement officer, to seize the  
13 asset, document or other thing and to deliver it to the Receiver.

14                           **XIV. Transfer of Funds to the Temporary Receiver**

15           **IT IS FURTHER ORDERED** that, upon service of a copy of this Order, all banks,  
16 broker-dealers, savings and loans, escrow agents, title companies, leasing companies, landlords,  
17 ISOs, credit and debit card processing companies, insurance agents, insurance companies,  
18 commodity trading companies and all persons, including relatives, business associates or friends  
19 of the Defendants, or their subsidiaries or affiliates, holding assets of Receivership Defendants or  
20 in trust for the Receivership Defendants, shall cooperate with all reasonable requests of the  
21 Temporary Receiver relating to implementation of this Order, including freezing and transferring  
22 funds at her direction and producing records related to the assets of the Receivership Defendants.

23                           **XV. Collection of Receivership Defendants' Mail**

24           **IT IS FURTHER ORDERED** that:

25           A. All Defendants are hereby restrained and enjoined from opening mail addressed to  
26 the Receivership Defendants, including but not limited to such mail at the  
27 following addresses:

28           1. 160 Hubbard Way, Reno, Nevada 89502;

2. 510 E. Plumb Lane, Ste. # B, Reno, Nevada 89502;
3. 3495 Lakeside Dr., 218, Reno, Nevada 89509; and
4. Any address used by any of the Individual Defendants related to the marketing or sale of any immigration and naturalization service;

- B. The Temporary Receiver is authorized to open all such mail addressed to Receivership Defendants;
- C. Any funds enclosed in any mail shall be maintained and accounted for by the Receiver until further order by the Court; and
- D. Any Defendant who receives mail or any delivery addressed to a Receivership Defendant shall promptly deliver it unopened to the Receiver.

The Temporary Receiver shall forward unopened all mail that she receives on behalf of any Receivership Defendant, that is addressed solely to an Individual Defendant, to the Individual Defendant at his or her last known address.

#### XVI. Stay of Actions

**IT IS FURTHER ORDERED** that:

- A. Except by leave of this Court, during pendency of the receivership ordered herein, Defendants and all other persons and entities aside from the Temporary Receiver are hereby stayed from taking any action to establish or enforce any claim, right, or interest for, against, on behalf of, in, or in the name of, the Receivership Defendants, any of their partnerships, assets, documents, or the Receiver or the Receiver's duly authorized agents acting in their capacities as such, including, but not limited to, the following actions:
  1. Commencing, prosecuting, continuing, entering, or enforcing any suit or proceeding, except that such actions may be filed to toll any applicable statute of limitations;
  2. Accelerating the due date of any obligation or claimed obligation; filing or enforcing any lien; taking or attempting to take possession, custody or control of any asset; attempting to foreclose, forfeit, alter or terminate any

1 interest in any asset, whether such acts are part of a judicial proceeding or  
2 are acts of self-help or otherwise;

- 3 3. Executing, issuing, serving or causing the execution, issuance or service  
4 of, any legal process including, but not limited to, attachments,  
5 garnishments, subpoenas, writs of replevin, writs of execution, or any  
6 other form of process whether specified in this Order or not; and  
7 4. Doing any act or thing whatsoever to interfere with the Receiver taking  
8 custody, control, possession, or management of the assets or documents  
9 subject to this receivership, or to harass or interfere with the Receiver in  
10 any way, or to interfere in any manner with the exclusive jurisdiction of  
11 this Court over the assets or documents of the Receivership Defendants;

12 B. This Order does not stay:

- 13 1. The commencement or continuation of a criminal action or proceeding;  
14 2. The commencement or continuation of an action or proceeding by a  
15 governmental unit, including without limitation the Federal Trade  
16 Commission, to enforce such governmental unit's police or regulatory  
17 power;  
18 3. The enforcement of a judgment, other than a money judgment, obtained in  
19 an action or proceeding by a governmental unit to enforce such  
20 governmental unit's police or regulatory power;  
21 4. The issuance to the Receivership Defendants of a notice of tax deficiency;  
22 and

23 C. Except as otherwise provided in this Order, all persons and entities in need of  
24 documentation from the Temporary Receiver shall in all instances first attempt to  
25 secure such information by submitting a formal written request to the Receiver,  
26 and, if such request has not been responded to within 30 days of receipt by the  
27 Receiver, any such person or entity may thereafter seek an Order of this Court  
28

1 with regard to the relief requested.

2 **XVII. Compensation of Temporary Receiver**

3 **IT IS FURTHER ORDERED** that the Temporary Receiver and her Professionals and  
4 all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and  
5 accountants, are entitled to reasonable compensation for the performance of duties pursuant to  
6 this Order and for the cost of actual out-of-pocket expenses incurred by them, which  
7 compensation shall be derived exclusively from the assets now held by, or in the possession or  
8 control of, or which may be received by, the Receivership Defendants or which are otherwise  
9 recovered by the Receiver. Each Receiver and Professional shall file with the Court and serve on  
10 the parties statements on a monthly basis, which shall include a description of all services  
11 provided and expenses incurred, with the first such statement filed no later than 30 days after the  
12 date of this Order. If no objection to the fees and expenses in the statements is filed with the  
13 Court by any party within 14 days of service of the statements, then the Receiver shall be  
14 authorized to pay such statements on an interim basis, with final approval thereof to be reserved  
15 until the closing of the case. The Receiver shall not increase the hourly rates used as the bases  
16 for such fee applications without prior approval of the Court.

17 **XVIII. Temporary Receiver's Bond/Liability**

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

25 **XIX. Withdrawal of Temporary Receiver**

26 **IT IS FURTHER ORDERED** that the Temporary Receiver and any Professional  
27 retained by the Receiver, including but not limited to her attorneys and accountants, be and are  
28 hereby authorized to withdraw from their respective appointments or representations and apply

1 for payment of their professionals fees and costs at any time after the date of this Order, for any  
2 reason in their sole and absolute discretion, by sending written notice seven (7) days prior to the  
3 date of the intended withdrawal to the Court and to the parties along with a written report  
4 reflecting the Receiver's work, findings, and recommendations, as well as an accounting for all  
5 funds and assets in possession or control of the Receiver. The Receiver and Professionals shall  
6 be relieved of all liabilities and responsibilities, and the Receiver shall be exonerated and the  
7 receivership deemed closed seven (7) days from the date of the mailing of such notice of  
8 withdrawal. The Court will retain jurisdiction to consider the fee applications, report, and  
9 accounting submitted by the Receiver and the Professionals. The written notice shall include an  
10 interim report indicating the Receiver's actions and reflect the knowledge gained along with the  
11 fee applications of the Receiver and his or her Professionals. The report shall also contain the  
12 Receiver's recommendations, if any.

13 **ORDER TO SHOW CAUSE AND RELATED PROVISIONS**

14 **XX. Expedited Discovery**

15 **IT IS FURTHER ORDERED** that pursuant to Federal Rules of Civil Procedure 30(a),  
16 31(a), 34, and 45, and notwithstanding the provisions of Federal Rules of Civil Procedure 26(d)  
17 and (f), 30(a)(2)(A), and 31(a)(2)(A), Plaintiff is granted leave, at any time after entry of this  
18 Order to:

- 19 A. Take the deposition of any person or entity, whether or not a party, for the purpose  
20 of discovering the nature, location, status, and extent of the assets of Defendants,  
21 and Defendants' affiliates and subsidiaries; the nature and location of documents  
22 reflecting the business transactions of Defendants, and Defendants' affiliates and  
23 subsidiaries; the location of any premises where Defendants, directly or through  
24 any third party, conduct business operations; the Defendants' whereabouts; and/or  
25 the applicability of any evidentiary privileges to this action; and  
26 B. Demand the production of documents from any person or entity, whether or not a  
27 party, relating to the nature, status, and extent of the assets of Defendants, and  
28 Defendants' affiliates and subsidiaries; the nature and location of documents

1 reflecting the business transactions of Defendants, and Defendants' affiliates and  
2 subsidiaries; the location of any premises where Defendants, directly or through  
3 any third party, conduct business operations; the Defendants' whereabouts; and/or  
4 the applicability of any evidentiary privileges to this action.

5 Three (3) days notice shall be deemed sufficient for any such deposition, five (5) days  
6 notice shall be deemed sufficient for the production of any such documents, and twenty-four (24)  
7 hours notice shall be deemed sufficient for the production of any such documents that are  
8 maintained or stored only as electronic data. The provisions of this Section shall apply both to  
9 parties to this case and to non-parties. The limitations and conditions set forth in Federal Rules  
10 of Civil Procedure 30(a)(2)(B) and 31(a)(2)(B) regarding subsequent depositions of an individual  
11 shall not apply to depositions taken pursuant to this Section. Any such depositions taken  
12 pursuant to this Section shall not be counted toward any limit on the number of depositions under  
13 the Federal Rules of Civil Procedure including those set forth in Federal Rules of Civil Procedure  
14 30(a)(2)(A) and 31(a)(2)(A) or the Local Rules of Civil Procedure for the United States District  
15 Court for the District of Nevada. Service of discovery upon a party, taken pursuant to this  
16 Section, shall be sufficient if made through the means described in Section XXIV of this Order.

17 **XXI. Motion for Live Testimony; Witness Identification**

18 **IT IS FURTHER ORDERED** that the question of whether this Court should enter a  
19 preliminary injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure enjoining the  
20 Defendants during the pendency of this action shall be resolved on the pleadings, declarations;  
21 exhibits, and memoranda filed by, and oral argument of, the parties. Live testimony shall be  
22 heard only on further order of this Court or on motion filed with the Court and served on counsel  
23 for the other parties at least four (4) business days prior to the preliminary injunction hearing in  
24 this matter. Such motion shall set forth the name, address, and telephone number of each  
25 proposed witness, a detailed summary or affidavit revealing the substance of each proposed  
26 witness's expected testimony, and an explanation of why the taking of live testimony would be  
27 helpful to this Court. Any papers opposing a timely motion to present live testimony or to  
28 present live testimony in response to another party's timely motion to present live testimony shall

1 be filed with this Court and served on the other parties at least two (2) business days prior to the  
2 preliminary injunction hearing in this matter, provided that service shall be performed by  
3 personal or overnight delivery, by electronic filing, or by facsimile, and documents shall be  
4 delivered so that they shall be received by the other parties no later than 4:00 p.m. (PST) on the  
5 appropriate dates provided in this Section.

6 Provided, however, that an evidentiary hearing on the Commission's request for a preliminary  
7 injunction is not necessary unless Defendants demonstrate that they have, and intend to  
8 introduce, evidence that raises a genuine material factual issue.

9 **XXII. Service of Pleadings, Memoranda, and Other Documents**

10 **IT IS FURTHER ORDERED** that Defendants shall file with the Court and serve on  
11 Plaintiff's counsel any answering affidavits, pleadings, motions, expert reports or declarations,  
12 and/or legal memoranda no later than four (4) business days prior to the hearing on Plaintiff's  
13 request for a preliminary injunction.

14 Plaintiff may file responsive or supplemental pleadings, materials, affidavits, or  
15 memoranda with the Court and serve the same on counsel for Defendants no later than one (1)  
16 business day prior to the preliminary injunction hearing in this matter, provided that service shall  
17 be performed by personal or overnight delivery, by electronic filing, or by facsimile, and  
18 documents shall be delivered so that they shall be received by the other parties no later than 4:00  
19 p.m. (PST) on the appropriate dates listed in this Section.

20 **XXIII. Service of this Order**

21 **IT IS FURTHER ORDERED** that copies of this Order may be distributed by U.S. first  
22 class mail, overnight delivery, facsimile, electronic mail, or personally, by agents or employees  
23 of Plaintiff, by agents or employees of the Receivers, by any law enforcement agency, or by  
24 private process server, upon any Person, Financial Institution, or other entity that may have  
25 possession or control of any property, property right, document, or asset of any Defendant, or that  
26 may be subject to any provision of this Order. Service upon any branch or office of any Financial  
27 Institution or entity shall effect service upon the entire financial institution or entity.





**XXVIII. Expiration Date of Temporary Restraining Order**

IT IS FURTHER ORDERED that the Temporary Restraining Order granted herein shall expire on February 3, 2011, at 11:59 p.m. (PST), unless within such time the Order, for good cause shown, is extended, or unless, as to any Defendant, the Defendant consents that it should be extended for a longer period of time.

**XXIX. Retention of Jurisdiction**

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this 26 day of January, 2011:

Edward C. Reed  
United States District Judge

Presented by:

WILLARD K. TOM  
General Counsel  
ROBERT J. SCHROEDER  
Regional Director

Dated: January 26, 2011

Miry Kim  
MIRY KIM  
LAURA M. SOLIS  
Federal Trade Commission  
915 Second Ave., Suite 2896  
Seattle, WA 98174  
(206) 220-6350

Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION