

1 **MARK BRNOVICH**  
 2 **ATTORNEY GENERAL**  
 (Firm State Bar No. 14000)  
 3 **NANCY VOTTERO ANGER** (No. 006810)  
**ASSISTANT ATTORNEY GENERAL**  
 4 **MATTHEW DU MEE** (No. 028468)  
**ASSISTANT ATTORNEY GENERAL**  
 5 **OFFICE OF THE ATTORNEY GENERAL**  
 1275 West Washington Street  
 6 Phoenix, Arizona 85007-2997  
 7 Telephone: (602) 542-8327  
 Facsimile: (602) 542-4377  
 8 *Attorneys for the Plaintiff States*  
[consumer@azag.gov](mailto:consumer@azag.gov)  
 9

10 **IN THE UNITED STATES DISTRICT COURT**  
 11 **FOR THE DISTRICT OF ARIZONA**

<p>Federal Trade Commission; all Fifty States; and the District of Columbia;</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>Cancer Fund of America, Inc., a Delaware corporation, et al.;</p> <p style="text-align: center;">Defendants.</p>	<p>CASE NO. CV-15-00884-PHX-NVW</p> <p><b>STIPULATION RE ORDER APPOINTING LIQUIDATING RECEIVER OVER CANCER FUND OF AMERICA, INC., AND CANCER SUPPORT SERVICES, INC.</b></p>
--	---

19 Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the  
 20 states of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut,  
 21 Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky,  
 22 Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi,  
 23 Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico,  
 24 New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania,  
 25 Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont,  
 26 Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the District of  
 27 Columbia, and Defendants Cancer Fund of America, Inc. (“CFA”) and Cancer Support  
 28 Services, Inc. (“CSS”), having stipulated to the entry of a separate and concurrently filed

1 “Stipulated Order for Permanent Injunction and Monetary Judgment Against Cancer  
2 Fund of America, Inc., Cancer Support Services, Inc., and James Reynolds, Sr.,” further  
3 stipulate to the entry of this Stipulated Order Appointing a Receiver Over Cancer Fund  
4 of America, Inc., and Cancer Support Services, Inc.

5 THEREFORE, IT IS ORDERED as follows:

6 **FINDINGS**

7 1. Plaintiffs and CFA and CSS have consented to entry of a Stipulated Order  
8 for Permanent Injunction and Monetary Judgment Against Cancer Fund of America,  
9 Inc., Cancer Support Services, Inc., and James Reynolds, Sr. (“Permanent Injunction”).

10 2. The Permanent Injunction requires that the assets of CFA and CSS be  
11 liquidated to partially satisfy the monetary judgment entered against them and that their  
12 corporate existences be dissolved.

13 3. Plaintiffs, CFA, and CSS have consented to entry of this Stipulated Order  
14 Appointing Liquidating Receiver Over Cancer Fund of America, Inc., and Cancer  
15 Support Services, Inc. (“CFA and CSS Receivership Order”).

16 4. Pursuant to the Federal Rules of Civil Procedure, this Court’s general  
17 equitable authority, and Sections 13(b) and 19 of the Federal Trade Commission Act, 15  
18 U.S.C. § 53(b) and 57b, this Court has the authority to enter the requested relief.

19 **DEFINITIONS**

20 For purposes of this Order, the following definitions shall apply:

21 1. “CFA” means Cancer Fund of America, Inc. (“CFA”), also dba Breast  
22 Cancer Financial Assistance Fund, and its successors and assigns.

23 2. “CSS” means Cancer Support Services, Inc. (“CSS”), and its successors  
24 and assigns.

25 3. “Receiver” means the receiver appointed by this CFA and CSS  
26 Receivership Order.

27 4. “GAIC Policies” means the Great American Insurance Company  
28 (“GAIC”) “Nonprofit Solution” Insurance Policies, Policy No. EPP8184213, for the

1 Policy Periods of: (1) September 30, 2008, to September 30, 2009; (2) September 30,  
2 2009 to September 30, 2010; (3) September 30, 2010, to September 30, 2011; (4)  
3 September 30, 2011, to September 30, 2012; (5) September 30, 2012, to September 30,  
4 2013; and (6) the Endorsement to the 2013-16 Policy providing a “Discovery Period”  
5 from September 30, 2013 to September 30, 2016.

6 5. “MVF Policies” means the Mount Vernon Fire Insurance Company  
7 (“MVF”) Nonprofit Directors and Officers Liability Insurance Policies, beginning with  
8 Policy No. NDO2009078, for the Policy Period of August 1, 2007 - August 1, 2008;  
9 followed sequentially by 12 month policies under policy numbers NDO2009078A,  
10 NDO2009078B, NDO2009078C, NDO2009078D, and concluding with policy number  
11 NDO2009078E which had a policy period that commenced on August 1, 2012 and  
12 remained in effect till August 30, 2013. Policy number NDO2009078E was endorsed to  
13 include an Extended Reporting Period till August 1, 2016.

14 6. “Permanent Injunction” means the “Stipulated Order for Permanent  
15 Injunction and Monetary Judgment Against Cancer Fund of America, Inc., Cancer  
16 Support Services, Inc., and James Reynolds, Sr.” agreed to by CFA, CSS, and James  
17 Reynolds, Sr. (“Reynolds, Sr.”).

18 7. “STCO Fund” means the Litigation Deposits Trust Fund (Fund Code “T-  
19 xx-909N”), an interest bearing trust fund held by the Hawaii Attorney General’s Office  
20 in trust for the Plaintiff States into which Section VIII.E.1 of the Permanent Injunction  
21 requires the CFA and CSS Receiver to deposit all monies to be paid to the Plaintiff  
22 States.

23 8. “Person” means a natural person, an organization or other legal entity,  
24 including a corporation, partnership, sole proprietorship, limited liability company,  
25 association, cooperative, or any other group or combination acting as an entity.

26 9. “Fundraising” means a plan, program, or campaign that is conducted to  
27 induce charitable contributions by mail, telephone, electronic mail, social media, or any  
28 other means.



1 and CSS (except the GAIC Policies and the MVF Policies or any payments or refunds in  
2 connection with such policies), wherever situated, the income and profits therefrom, and  
3 all sums of money now or hereafter due or owing to CFA and CSS, with full power to  
4 collect, receive and take possession of all goods, chattels, rights, credits, monies, rents,  
5 effects, lands, leases, books and records, limited partnership records, work papers, and  
6 records of accounts, including computer maintained information, contracts, financial  
7 records, monies on hand in banks and other financial institutions, and other papers and  
8 documents of other individuals, partnership or corporations whose interest are now held  
9 by or under the direction, possession, custody, or control of CFA and CSS;

10 C. Perform all acts necessary or advisable to complete an accounting of the  
11 assets of CFA and CSS, prevent unauthorized transfer, withdrawal, or misapplication of  
12 the assets of CFA and CSS, and preserve and pursue recovery of the assets of CFA and  
13 CSS from third parties (except the GAIC Policies and the MVF Policies or any  
14 payments or refunds in connection with such policies);

15 D. Make disbursements for operating expenses as may be appropriate to wind  
16 down the affairs of CFA and CSS, such as for undertaking repairs, and take any other  
17 actions necessary to efficiently manage all real and personal property in order to  
18 maintain its value;

19 E. Purchase insurance as advisable or necessary. The Receiver may keep in  
20 force the existing insurance coverage(s), each of which shall name the Receiver as an  
21 additional insured thereunder. The Receiver acknowledges and agrees that when this  
22 Order is entered, the GAIC Policies and MVF Policies are not part of this Order;

23 F. Enter into new or amended contracts, agreements, understandings, or other  
24 commitments and terminate or abrogate, in the Receiver's sole sound business  
25 discretion, any or all agreements, contracts, understandings, or commitments entered  
26 into by CFA and CSS, to the extent permitted by applicable law. The Receiver shall not  
27 be bound by any unsecured contracts, agreements, understandings, or other  
28 commitments in the nature of service contracts that CFA and CSS had, have, or may

1 have with third parties, whether oral or written. The Receiver may agree to become  
2 bound by any such contracts, agreements, understandings, or other commitments by  
3 affirmative written ratification executed by the Receiver. *Provided that* the Receiver  
4 shall immediately terminate any and all fundraising contracts and cease all fundraising;

5 G. Make payments and disbursements from the assets of CFA and CSS that  
6 are necessary or advisable for carrying out the provisions of, or exercising the authority  
7 granted by, this Order. The Receiver shall apply to the Court for prior approval of any  
8 payment of any debt or obligation incurred by CFA or CSS prior to the date of entry of  
9 this Order, except payments that the Receiver deems necessary or advisable to secure  
10 and liquidate assets of CFA and CSS, such as rental payments or payment of liens;

11 H. Request that the Clerk of the Court issue subpoenas, or have subpoenas  
12 issued by the Receiver's attorney pursuant to Rule 45(a)(3) of the Federal Rules of Civil  
13 Procedure, to obtain documents and records pertaining to the assets of CFA and CSS,  
14 and otherwise to conduct discovery on behalf of CFA and CSS as permitted by the  
15 Federal Rules of Civil Procedure, directly or through the Receiver's attorney;

16 I. Institute, prosecute, defend, compromise, intervene, adjust, appear in, and  
17 become a party either in the Receiver's own name or in the name of CFA or CSS to such  
18 suits, actions, or proceedings in state, federal, or foreign courts as may be necessary for  
19 the protection, maintenance, recovery, recoupment, or preservation of the assets of CFA  
20 and CSS, including proceedings seeking the avoidance of fraudulent transfers,  
21 disgorgements of profits, imposition of constructive trusts, and any other legal and  
22 equitable relief that the Receiver deems necessary and appropriate to preserve and  
23 recover the assets of CFA and CSS, however, CFA, CSS and their respective counsel of  
24 record in the two (2) separate pending actions styled *MOUNT VERNON FIRE*  
25 *INSURANCE COMPANY v. CANCER FUND OF AMERICA, INC.; JAMES*  
26 *REYNOLDS, SR.; and KYLE EFFLER*, civil action no. 3:14-cv-00568-PLR-HBG in the  
27 United States District Court for the Eastern District of Tennessee, and *GREAT*  
28 *AMERICAN INSURANCE COMPANY v. CANCER SUPPORT SERVICES, INC.*, civil

1 action no. 2:14-CV-14309 in the United States District Court for the Eastern District of  
2 Michigan, (“Coverage Actions”) shall retain the right and authority to approve for entry  
3 any stipulations, joint motions, or agreed orders necessary to allow those courts to enter  
4 final orders declaring the rights of MVF and GAIC under their respective policies of  
5 insurance, including, but not limited to, the right of CFA and CSS (and their counsel) to:  
6 (i) agree to rescission of the respective MVF and GAIC Policies; and (ii) for CFA and  
7 CSS to waive and forgo any rights for the return of any premiums for said Policies, in  
8 exchange for MVF and GAIC not pursuing their rights for monetary damages against  
9 CFA and CSS, respectively;

10 J. Bring such proceedings and actions as are necessary to enforce or modify  
11 the provisions of this Order;

12 K. Perform all incidental acts that the Receiver deems to be advisable or  
13 necessary to manage the affairs of CFA and CSS during the winding down phase,  
14 liquidate their assets, and dissolve their corporate existences, including, without  
15 limitation, the following powers and responsibilities to:

16 1. Retain, hire, or dismiss any employees, independent contractors,  
17 and agents as the Receiver deems advisable or necessary;

18 2. Supervise and oversee the management of CFA and CSS, including  
19 making payments and paying taxes as and when the Receiver has funds available  
20 from CFA and CSS, or from the liquidation thereof;

21 3. Employ such counsel, real estate agents, auctioneers, appraisers,  
22 accountants, contractors, other professionals, and other such persons as may be  
23 necessary in order to carry out the duties as Receiver and to preserve, maintain,  
24 recover, recoup, and protect the assets of CFA and CSS;

25 4. Open new accounts with, or negotiate, compromise or otherwise  
26 modify the existing obligations of CFA and CSS with third parties, including  
27 utility companies and other service providers or suppliers of goods and services,  
28 and to otherwise enter into such agreements, contracts, or understandings with

1 such third parties as are necessary to maintain, preserve, and protect the assets of  
2 CFA and CSS;

3 5. Open new bank, brokerage or investment accounts with respect to  
4 the Receiver's management and operation of CFA and CSS, and deposit any cash  
5 or other assets into said accounts; and

6 6. Surrender for cash value the universal life insurance policy  
7 #VPB401223, held by The Lincoln National Life Insurance Company and use the  
8 proceeds as necessary to operate the Receivership.

9 L. Dispose of, or arrange for the disposal of, the records of CFA and CSS no  
10 later than six months after the Court's approval of the Receiver's final report; except  
11 that, to the extent that any federal, state, or local law regulating the activities of CFA and  
12 CSS requires the retention of particular records for a specified period, the Receiver shall  
13 arrange for such records to be disposed of after the specified period has expired. For any  
14 such records, the Receiver may elect to retain records in their original form, or to retain  
15 photographic or electronic copies. Records containing personal financial information,  
16 personal identifying information, or sensitive health information must be shredded,  
17 incinerated, or otherwise disposed of in a secure manner. Records containing the name,  
18 address, email address and/or telephone number of any person who made a donation to  
19 CFA or CSS (i.e., any donor list) may not be sold, rented, leased, transferred, or  
20 otherwise disclosed to any third party and must be destroyed; and

21 M. Pay to the STCO Fund any and all sums collected over and above those  
22 necessary to wind down the affairs of CFA and CSS, liquidate their assets, and dissolve  
23 them, or those necessary to make payments authorized by this CFA and CSS  
24 Receivership Order.

25 **III. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

26 IT IS FURTHER ORDERED that CFA, CSS, and their representatives, agents,  
27 officers, directors, employees, managers, members, and any other persons with  
28



1 possession, custody, interest in, or control of property or records relating to CFA and  
2 CSS shall:

3 A. Upon notice of this Order by personal service or otherwise, immediately  
4 notify the Receiver of all such property and records and, upon receiving a request from  
5 the Receiver, immediately transfer or deliver to the Receiver possession, custody, and  
6 control of the following:

7 1. All assets of CFA and CSS, including but not limited to any legal or  
8 equitable interest in, right to, or claim to, any real, personal, or intellectual  
9 property, including chattel, goods, instruments, equipment, fixtures, general  
10 intangibles, effects, leaseholds, contracts, mail or other deliveries, shares or stock,  
11 securities, inventory, checks, notes, accounts, credits, receivables (as those terms  
12 are defined in the Uniform Commercial Code), insurance policies (except for the  
13 GAIC Policies and the MVF Policies or any payments or refunds in connection  
14 with such policies), lines of credit, cash, trusts (including asset protection trusts),  
15 lists of donor names, and reserve funds or any other accounts associated with any  
16 donations or other payments processed by, or on behalf of, CFA or CSS,  
17 including such reserve funds held by payment processors, credit card processors,  
18 caging companies, banks, or other financial institutions;

19 2. All documents of CFA and CSS, including books and records of  
20 accounts, all financial and accounting records, balance sheets, income statements,  
21 bank records (including monthly statements, canceled checks, records of wire  
22 transfers, and check registers), client lists, donor lists, title documents, and all  
23 other materials listed in Federal Rule of Civil Procedure 34(a), including writings,  
24 drawings, graphs, charts, photographs, audio and video recordings, computer  
25 records, digital records, and other data compilations from which information can  
26 be obtained and translated, if necessary, into reasonably usable form through  
27 detection devices;

28

1           3. All computers, electronic devices, machines, and data in whatever  
2 form used to conduct the business of CFA and CSS, and all passwords and other  
3 credentials related thereto;

4           4. All assets and documents belonging to other persons or entities  
5 whose interests are under the direction, possession, custody, or control of CFA  
6 and CSS; and

7           5. All keys, codes, user names, and passwords necessary to gain or to  
8 secure access to any assets or documents of CFA and CSS, including access to  
9 their business premises, means of communication, accounts, computer systems,  
10 or other property.

11           B. Waive all claims to, and unconditionally release and consent to transfer  
12 possession and legal and equitable title of all property of CFA and CSS to the Receiver  
13 or a trust designated by the Receiver;

14           C. Until CFA and CSS surrender possession and legal and equitable title of  
15 all property of CFA and CSS to the Receiver:

16           1. Maintain and take no action to diminish the value of any property of  
17 CFA and CSS, including any structures, fixtures, and appurtenances thereto;

18           2. Remain current on all amounts due and payable on the property of  
19 CFA and CSS, including but not limited to taxes, insurance, maintenance, and  
20 similar fees; and

21           3. Cause existing insurance coverage for the property of CFA and CSS  
22 to remain in force until the surrender of possession and legal and equitable title,  
23 and both notify the insurance carrier(s) immediately of the appointment of the  
24 Receiver and request that the Receiver be added to the insurance policy or  
25 policies as an additional insured thereunder.

26           D. Notwithstanding any other term, condition, or provision of this Order, the  
27 Receiver shall not have any legal or equitable rights to the GAIC Policies and MVF  
28 Policies, or any payments or refunds in connection with such policies (including, but not

1 limited to, the payment of \$200,000 each being made by GAIC and MVF into the STCO  
2 Fund (the “GAIC and MVF Payment”). The Receiver expressly agrees that: (i) the  
3 GAIC Policies and MVF Policies, and any payments or refunds in connection with such  
4 policies, and the GAIC and MVF Payment are not assets that are subject to this Order;  
5 and (ii) prior to this Order becoming effective, CFA and CSS have stipulated in the  
6 Coverage Actions as noted in Section II.I, above, that the GAIC and MVF Policies are  
7 completely rescinded, null and void, and of no effect whatsoever.

8 **IV. SALE OF PERSONAL PROPERTY OF REYNOLDS, SR.**

9 IT IS FURTHER ORDERED that any personal property transferred to the  
10 Receiver by Reynolds, Sr., pursuant to Section VII.C. of the Permanent Injunction or  
11 otherwise, shall be treated by the Receiver as assets of the receivership estate and  
12 liquidated accordingly. The Receiver shall credit the net proceeds of the sale to the  
13 outstanding debt owed by Reynolds, Sr. to CFA.

14 **V. COOPERATION**

15 IT IS FURTHER ORDERED that:

16 A. CFA, CSS, their representatives, agents, officers, directors, employees,  
17 managers, members or any other persons with possession, custody, or control of  
18 property or records relating to CFA and CSS, specifically including Reynolds, Sr., must  
19 cooperate fully with the Receiver and take such other steps as the Receiver may require  
20 to transfer to the Receiver, or to the Receiver’s designated trust, possession and legal  
21 and equitable title to all assets of CFA and CSS within five days of request by the  
22 Receiver, including executing any documents, procuring the signature of any person or  
23 entity under their control, providing access to the property of CFA and CSS and any  
24 necessary information, and turning over any property of CFA and CSS; and

25 B. In the event that any person fails to deliver or transfer any asset or  
26 document, or otherwise fails to comply with any provision of this Order, the Receiver  
27 may file, ex parte, an affidavit of non-compliance regarding the failure. Upon filing of  
28 the affidavit, the Court may authorize, without additional process or demand, writs of

1 possession or sequestration or other equitable writs requested by the Receiver. The writs  
2 shall authorize and direct the United States Marshal, any sheriff or deputy sheriff of any  
3 county, or any other federal, state, or local law enforcement officer, to seize the asset,  
4 document, or other item covered by this Section and to deliver it to the Receiver.

5 **VI. PROVISION OF INFORMATION TO RECEIVER**

6 IT IS FURTHER ORDERED that CFA, CSS, and Reynolds, Sr., shall provide to  
7 the Receiver, immediately upon request, the following:

8 A. Lists of all assets and property, including accounts, of CFA and CSS that  
9 are held in the name of CFA or CSS, any name other than the name of CFA and CSS, or  
10 by any person or entity other than CFA and CSS; and

11 B. A list of all agents, employees, officers, directors, managers, members,  
12 employees, agents, or those persons in active concert and participation with CFA or  
13 CSS, who have been associated with or done business with CFA or CSS.

14 **VII. PROHIBITION ON INTERFERENCE WITH THE RECEIVER**

15 IT IS FURTHER ORDERED that CFA, CSS, and their representatives, whether  
16 acting directly or through any entity, corporation, subsidiary, division, director,  
17 manager, member, employee, agent, affiliate, independent contractor, attorney,  
18 accountant, financial advisor, or other device, except as provided herein, as stipulated by  
19 the parties, or as directed by further order of the Court, specifically including Reynolds,  
20 Sr., are hereby restrained and enjoined from:

21 A. Interfering with the Receiver's efforts to manage, or take custody, control,  
22 or possession of, the assets or documents subject to this receivership;

23 B. Transacting any of the business of CFA and CSS;

24 C. Transferring, receiving, altering, selling, encumbering, pledging,  
25 assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the  
26 possession or custody of, or in which an interest is held or claimed by, CFA, CSS, or the  
27 Receiver; and

28

1 D. Refusing to cooperate with the Receiver or the Receiver's duly authorized  
2 agents in the exercise of their duties or authority under any order of this Court.

3 **VIII. STAY OF ACTIONS AGAINST CFA AND CSS**

4 IT IS FURTHER ORDERED that, except by leave of this Court, during pendency  
5 of the receivership ordered herein CFA, CSS, their representatives, and other persons  
6 seeking to establish or enforce any claim, right, or interest against or on behalf of CFA  
7 and CSS, and all others acting for or on behalf of such persons, are hereby enjoined from  
8 taking action that would interfere with the exclusive jurisdiction of this Court over the  
9 assets or documents of CFA and CSS, including:

10 A. Petitioning, or assisting in the filing of a petition, that would cause CFA  
11 and CSS to be placed in bankruptcy;

12 B. Commencing, prosecuting, or continuing a judicial, administrative, or  
13 other action or proceeding against CFA or CSS, including the issuance or employment  
14 of process against CFA or CSS, except that such actions may be commenced if  
15 necessary to toll any applicable statute of limitations;

16 C. Filing or enforcing any lien on any asset of CFA or CSS, taking or  
17 attempting to take possession, custody, or control of any asset of CFA or CSS, or  
18 attempting to foreclose, forfeit, alter, or terminate any interest in any asset of CFA or  
19 CSS, whether such acts are part of a judicial proceeding, are acts of self-help, or  
20 otherwise; and

21 D. Initiating any other process or proceeding that would interfere with the  
22 Receiver's efforts to manage or take custody, control, or possession of the assets or  
23 documents subject to this receivership; *provided that*, this Order does not stay: (i) the  
24 commencement or continuation of a criminal action or proceeding; (ii) the  
25 commencement or continuation of an action or proceeding by a governmental unit to  
26 enforce such governmental unit's police or regulatory power; (iii) the enforcement of a  
27 judgment, other than a monetary judgment, obtained in an action or proceeding by a  
28

1 governmental unit to enforce such governmental unit's police or regulatory power;  
2 (iv) the coverage actions referenced in Section II.I, above.

3 **IX. RECEIVER'S BOND**

4 IT IS FURTHER ORDERED that the Receiver shall file with the Clerk of this Court  
5 a bond in the sum of \$25,000 with sureties to be approved by the Court, conditioned that  
6 the Receiver will well and truly perform the duties of the office and abide by and  
7 perform all acts the Court directs. 28 U.S.C. § 754.

8 **X. COMPENSATION OF RECEIVER**

9 IT IS FURTHER ORDERED that the Receiver and all personnel hired by the  
10 Receiver as herein authorized, including counsel to the Receiver and accountants, are  
11 entitled to reasonable compensation for the performance of duties undertaken pursuant  
12 to this Order and for the cost of actual out-of-pocket expenses incurred. The Receiver's  
13 compensation and the compensation of any persons hired by the Receiver is to be paid  
14 solely from the assets of CFA and CSS and any proceeds from the liquidation of CFA  
15 and CSS, and such payments shall have priority over all other distributions except for  
16 any transfer fees, recording fees, or other payments owed through the transfer of the  
17 assets of CFA and CSS. The Receiver shall file with the Court and serve on the parties  
18 a request for the payment of reasonable compensation at the time of the filing of periodic  
19 reports and no less than every 60 days. The Receiver shall not increase the fees or rates  
20 used as the basis for such fee applications without prior approval of Plaintiffs and the  
21 Court. CFA and CSS shall have no right to object to the Receiver's fees or  
22 compensation. Absent a violation of this Order that causes the Receiver to incur fees or  
23 expenses, CFA and CSS shall not be liable for the Receiver's fees or expenses.

24 **XI. RECEIVER REPORTS**

25 IT IS FURTHER ORDERED that the Receiver shall periodically file with the  
26 Court, no less than every 60 days, a Receivership Report, under oath, accurately  
27 identifying any and all revenues received and expenditures made, including adequately  
28 detailed information concerning income, expenses, payables, and receivables. These

1 periodic filings shall be served by the Receiver on Plaintiffs, CFA, CSS, and their  
2 respective counsel.

3 **XII. TERMINATION OF RECEIVERSHIP**

4 IT IS FURTHER ORDERED that the Receivership shall continue until  
5 terminated by Order of the Court. At the termination of the Receivership, the Receiver  
6 shall transfer all assets of CFA and CSS to the STCO Fund described in Paragraph  
7 VIII.E of the Permanent Injunction.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26 ///

27 ///

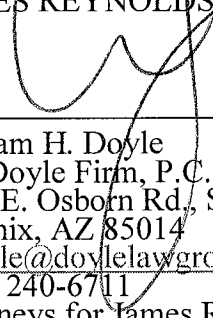
28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SO STIPULATED AND AGREED:

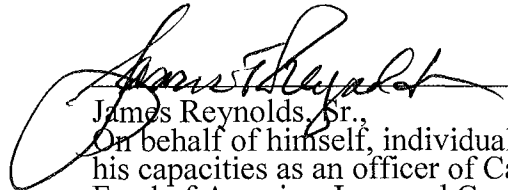
FOR DEFENDANTS CANCER FUND OF AMERICA, INC., CANCER SUPPORT SERVICES, INC., AND JAMES REYNOLDS, SR.:

Date: Feb. 2, 2016

  
\_\_\_\_\_  
William H. Doyle  
The Doyle Firm, P.C.  
1313 E. Osborn Rd., Suite 220  
Phoenix, AZ 85014  
[wdoyle@doylelawgroup.com](mailto:wdoyle@doylelawgroup.com)  
(602) 240-6711  
Attorneys for James Reynolds, Sr.,  
Cancer Support Services, Inc., and  
Cancer Fund of America, Inc.

JAMES REYNOLDS, SR.

Date: Feb. 2, 2016

  
\_\_\_\_\_  
James Reynolds, Sr.,  
On behalf of himself, individually, and in  
his capacities as an officer of Cancer  
Fund of America, Inc., and Cancer  
Support Services, Inc.

STIPULATION RE ORDER APPOINTING RECEIVER OVER CFA AND CSS



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR PLAINTIFF FEDERAL TRADE  
COMMISSION:

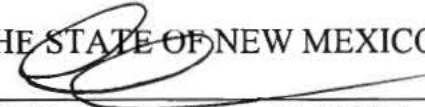
Date: March 28, 2016



Charles A. Harwood  
Regional Director


Tracy S. Thorleifson  
Krista K. Bush  
Sophie H. Calderón  
Connor B. Shively  
Federal Trade Commission  
915 Second Ave., Suite 2896  
Seattle, WA 98174  
tthorleifson@ftc.gov  
kbush@ftc.gov  
scalderon@ftc.gov  
cshively@ftc.gov  
(206) 220-6350 (telephone)  
Attorneys for Plaintiff Federal Trade  
Commission

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF NEW MEXICO  
By:   
Elizabeth Korsmo (NM Bar # 8989)\*  
Assistant Attorney General  
Office of Attorney General Hector Balderas  
408 Galisteo St.  
Santa Fe, New Mexico 87501  
ekorsmo@nmag.gov  
Telephone: (505) 827-6000  
*Attorney for Plaintiff State of New Mexico*  
Signed 3/1, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF ARIZONA**

By:   
Nancy V. Anger (AZ Bar 006810)  
Matthew du Mee (AZ Bar 028468)  
Assistant Attorneys General  
Office of Attorney General Mark Brnovich  
1275 West Washington  
Phoenix, Arizona 85007-2997  
Nancy.Anger@azag.gov  
Matthew.duMee@azag.gov  
Telephone: (602) 542-3725  
*Attorney for Plaintiff State of Arizona*


Signed March 2, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF ALABAMA**  
By: *Tina C. Hammonds*  
Tina C. Hammonds  
AL Bar # ASB-6346-T64J  
Assistant Attorney General  
Office of Attorney General Luther Strange  
501 Washington Ave.  
Montgomery, AL 36104-0152  
Email: [thammonds@ago.state.al.us](mailto:thammonds@ago.state.al.us)  
Telephone: (334) 242-7355  
*Attorney for Plaintiff State of Alabama*  
Signed March 3, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF ALASKA**

By:   
Cynthia C. Drinkwater (AK Bar #8808159)  
Assistant Attorney General  
Office of Attorney General Craig W. Richards  
1031 W. 4th Ave., Suite 200  
Anchorage, AK 99501  
Email: [cynthia.drinkwater@alaska.gov](mailto:cynthia.drinkwater@alaska.gov)  
Telephone: (907) 269-5200  
*Attorney for Plaintiff State of Alaska*

Signed February 22, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF ARKANSAS**

By: John Alexander  
John Alexander (AR Bar #2015248)  
Assistant Attorney General  
Office of Attorney General Leslie Rutledge  
323 Center St., Suite 500  
Little Rock, AR 72201  
Email: John.Alexander@ArkansasAG.gov  
Telephone: (501) 682-8063  
*Attorney for Plaintiff State of Arkansas*  
Signed March 8, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF CALIFORNIA**

By: *Sonja K. Berndt*

Sonja K. Berndt (CA State Bar #131358)

Deputy Attorney General

Office of Attorney General Kamala D. Harris

300 S. Spring St., Suite 1702

Los Angeles, CA 90013

Email: [sonja.berndt@doj.ca.gov](mailto:sonja.berndt@doj.ca.gov)

Telephone: (213) 897-2179

*Attorney for Plaintiff State of California*

Signed *March 10*, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF COLORADO**

By:   
Alissa Hecht Gardenswartz (CO Bar #36126)  
Deputy Attorney General  
John Feeney-Coyle (CO State Bar #44970)  
Assistant Attorney General  
Office of Atty General Cynthia H. Coffman  
Ralph L. Carr Colorado Judicial Center  
1300 Broadway, 7th Floor  
Denver, CO 80203  
Email: [alissa.gardenswartz@state.co.us](mailto:alissa.gardenswartz@state.co.us)  
[john.feeney-coyle@state.co.us](mailto:john.feeney-coyle@state.co.us)  
Telephone: (720) 508-6204 (Gardenswartz)  
(720) 508-6232 (Feeney-Coyle)  
*Attorneys for Plaintiff State of Colorado*  
Signed March 11, 2016

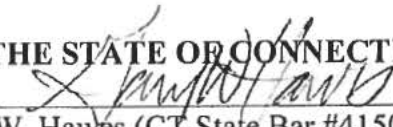


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF COLORADO**  
By: LeeAnn Morrill  
LeeAnn Morrill (CO Bar #38742)  
First Assistant Attorney General  
Public Officials Unit  
Office of Atty General Cynthia H. Coffman  
Ralph L. Carr Colorado Judicial Center  
1300 Broadway, 6th Floor  
Denver, Colorado 80203  
Email: [leeann.morrill@state.co.us](mailto:leeann.morrill@state.co.us)  
Telephone: (720) 508-6159  
*Attorney for Plaintiff Secretary of State Wayne  
Williams*  
Signed March 11, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF CONNECTICUT**

By: 

(Gary W. Hawes (CT State Bar #415091))

Assistant Attorney General

Office of Attorney General George Jepsen

55 Elm St., P.O. Box 120

Hartford, CT 06141-0120

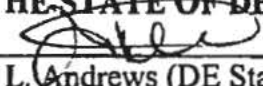
Email: [gary.hawes@ct.gov](mailto:gary.hawes@ct.gov)

Telephone: (860) 808-5020

*Attorney for Plaintiff State of Connecticut*

Signed March 7, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

~~FOR THE STATE OF DELAWARE~~  
By:   
Gillian L. Andrews (DE State Bar #5719)  
Deputy Attorney General  
Office of the Attorney General Matthew P. Denn  
Consumer Protection Unit  
820 N. French Street, 5th Floor  
Wilmington, DE 19801  
Email: [gillian.andrews@state.de.us](mailto:gillian.andrews@state.de.us)  
Telephone: (302) 577-8844 (Andrews)  
*Attorney for Plaintiff State of Delaware*  
Signed March 11, 2016

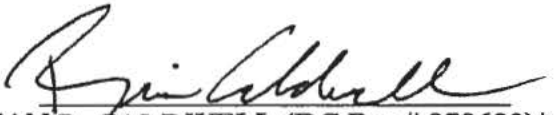
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE DISTRICT OF COLUMBIA**

**KARL A. RACINE**  
Attorney General for the District of Columbia

**ELIZABETH SARAH GERE**  
Deputy Attorney General  
Public Interest Division

**BENNETT RUSHKOFF**  
Assistant Deputy Attorney General  
Public Integrity Unit


By:   
**BRIAN R. CALDWELL (DC Bar # 979680)\***  
Assistant Attorney General  
Office of Attorney General Karl A. Racine  
441 Fourth Street, N.W., Suite 650-S  
Washington, D.C. 20001  
Telephone: (202) 727-6211  
[Brian.caldwell@dc.gov](mailto:Brian.caldwell@dc.gov)

\* Admitted *pro hac vice*

*Attorney for Plaintiff District of Columbia*

Signed: March 10, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF FLORIDA**  
By:   
William Armistead (FL State Bar #88535)  
Assistant Attorney General  
Office of Attorney General Pam Bondi  
PL-01 The Capitol  
Tallahassee, FL 32399  
Email: [William.Armistead@myfloridalegal.com](mailto:William.Armistead@myfloridalegal.com)  
Telephone: (850) 414-3805  
*Attorney for Plaintiff State of Florida*  
Signed FEB. 23, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF GEORGIA**

By: *Daniel Walsh*

Daniel Walsh (GA State Bar #735040)

Senior Assistant Attorney General

Office of Attorney General Sam Olens

Department of Law, State of Georgia

40 Capitol Square, SW

Atlanta, GA 30334-1300

Email: [dwalsh@law.ga.gov](mailto:dwalsh@law.ga.gov)

Telephone: (404) 657-2204

*Attorney for Plaintiff State of Georgia*

*and Georgia Secretary of State*

Signed MARCH 2, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF HAWAII**

By: Jodi L. K. Yi  
Hugh R. Jones (HI State Bar #4783)  
Supervising Deputy Attorney General  
Jodi L. K. Yi (HI State Bar #6625)  
Deputy Attorney General  
Office of Attorney General Douglas S. Chin  
425 Queen St.  
Honolulu, HI 96813  
Email: [Hugh.R.Jones@Hawaii.gov](mailto:Hugh.R.Jones@Hawaii.gov)  
[Jodi.K.Yi@Hawaii.gov](mailto:Jodi.K.Yi@Hawaii.gov)  
Telephone: (808) 586-1470  
*Attorneys for Plaintiff State of Hawaii*  
Signed March 3, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF IDAHO**

By: Jane Hochberg  
Jane E. Hochberg (ID State Bar #5465)  
Deputy Attorney General  
Office of Attorney General Lawrence G. Wasden  
Consumer Protection Division  
954 W. Jefferson St., 2nd Floor  
Boise, ID 83702  
Email: [jane.hochberg@ag.idaho.gov](mailto:jane.hochberg@ag.idaho.gov)  
Telephone: (208) 334-2424  
*Attorney for Plaintiff State of Idaho*  
Signed Feb 17, 2016



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF ILLINOIS**

By: Larry J. Goldberger  
Therese M. Harris (IL State Bar #6190609)  
Barry S. Goldberg (IL State Bar #6269821)  
Assistant Attorneys General  
Office of Attorney General Lisa Madigan  
100 West Randolph St., 11th Floor  
Chicago, IL 60601  
Email: [tharris@atg.state.il.us](mailto:tharris@atg.state.il.us)  
[bgoldberg@atg.state.il.us](mailto:bgoldberg@atg.state.il.us)  
Telephone: (312) 814-2595  
*Attorneys for Plaintiff State of Illinois*  
Signed FEBRUARY 22, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF INDIANA**

By: Richard M. Bramer  
Richard M. Bramer (IN State Bar #15989-77)

Deputy Attorney General and Director  
Consumer Protection Division

Office of Attorney General Gregory F. Zoeller  
302 W. Washington St., 5th Floor  
Indianapolis, IN 46204

Email: [richard.bramer@atg.in.gov](mailto:richard.bramer@atg.in.gov)

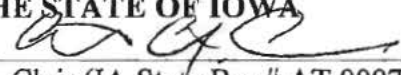
Telephone: (317) 232-1008

*Attorney for Plaintiff State of Indiana*

Signed February 10, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF IOWA**

By:   
Steve St. Clair (IA State Bar # AT 0007441)  
Assistant Attorney General  
Office of Attorney General Tom Miller  
1305 E. Walnut, 2nd Floor  
Des Moines, IA 50319  
Email: [steven.stclair@iowa.gov](mailto:steven.stclair@iowa.gov)  
Telephone: (515) 281-3731  
*Attorney for Plaintiff State of Iowa*  
Signed February 10, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF KANSAS**

By:   
Lynette R. Bakker (KS State Bar #22104)  
Assistant Attorney General  
Office of Attorney General Derek Schmidt  
120 S.W. 10th Ave., 2nd Floor  
Topeka, KS 66612  
Email: [lynette.bakker@ag.ks.gov](mailto:lynette.bakker@ag.ks.gov)  
Telephone: (785) 296-3751  
*Attorney for Plaintiff State of Kansas*

Signed February 17, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE COMMONWEALTH OF KENTUCKY**

By: Leah Cooper Boggs  
Leah Cooper Boggs (KY State Bar #83471)  
John Ghaelian (KY State Bar #94987)  
Assistant Attorneys General  
Office of Attorney General Andy Beshear  
1024 Capital Center Drive  
Frankfort, KY 40601  
Email: John.Ghaelian2@ky.gov  
Leah.Boggs@ky.gov  
Telephone: (502) 696-5389  
*Attorneys for Plaintiff*  
*Commonwealth of Kentucky*  
Signed March 7, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF LOUISIANA**

By: Cathryn E. Gits  
Cathryn E. Gits (LA State Bar #35144)

Assistant Attorney General  
Office of Attorney General Jeff Landry  
1885 N. Third St.

Baton Rouge, LA 70802

Email: [gitsc@ag.state.la.us](mailto:gitsc@ag.state.la.us)

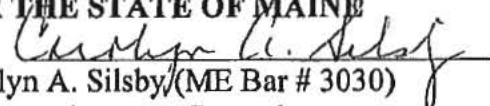
Telephone: (225) 326-6400

*Attorney for Plaintiff State of Louisiana*

Signed March 1<sup>st</sup>, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF MAINE**

By:   
Carolyn A. Silsby (ME Bar # 3030)

Assistant Attorney General  
Office of Attorney General Janet T. Mills  
Burton M. Cross Office Building  
111 Sewall St.

6 State House Station  
Augusta, ME 04333

Email: [carolyn.silsby@maine.gov](mailto:carolyn.silsby@maine.gov)

Telephone: (207) 626-8829

*Attorney for Plaintiff State of Maine*

Signed Feb. 12, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF MARYLAND

By: Josaphine B. Yuzuik  
Josaphine B. Yuzuik

Assistant Attorney General  
Maryland Office of the Attorney General  
Office of the Secretary of State  
16 Francis Street  
Annapolis, MD 21401  
(410) 260-3855 (phone)  
(410) 974-5527 (facsimile)

*Attorney for Plaintiffs State of Maryland  
and Secretary of State John Wobensmith*

Signed March 11, 2016



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE COMMONWEALTH OF  
MASSACHUSETTS

By: 

Brett J. Blank (MA State Bar #686635)  
Assistant Attorney General  
Non-Profit Organizations/Public Charities Div.  
Office of Attorney General Maura Healey  
One Ashburton Place, 18th Floor  
Boston, MA 02108  
Email: [brett.blank@state.ma.us](mailto:brett.blank@state.ma.us)  
Telephone: (617) 727-2200  
*Attorney for Plaintiff Commonwealth of Massachusetts*  
Signed March 2, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF MICHIGAN

By:   
William R. Bloomfield (MI Bar #P68515)

Assistant Attorney General  
Department of Atty General Bill Schuette  
Corporate Oversight Division  
525 W. Ottawa St., 6th Floor  
Lansing, MI 48933

Email: [bloomfieldw@michigan.gov](mailto:bloomfieldw@michigan.gov)

Telephone: (517) 373-1160

*Attorney for Plaintiff State of Michigan*

Signed March 2, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF MINNESOTA

By: 

Joshua J. Skaar (MN Bar #0396711)

Assistant Attorney General

Office of Attorney General Lori Swanson

Bremer Tower, Suite 1200

445 Minnesota St.

St. Paul, MN 55101-2130

Email: [josh.skaar@ag.state.mn.us](mailto:josh.skaar@ag.state.mn.us)

Telephone: (651) 757-1004

*Attorney for Plaintiff State of Minnesota*

Signed March 23, 2016

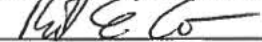
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF MISSISSIPPI

By: Tanya Webber  
Tanya Webber (MS State Bar #99405)  
Assistant Secy of State – Charities Division  
Office of Secretary of State Delbert Hosemann  
125 S. Congress St.  
Jackson, MS 39201  
Email: Tanya.webber@sos.ms.gov  
Telephone: (601) 359-6742  
*Attorney for Plaintiff Secretary  
of State of Mississippi*  
Signed March 1, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF MISSOURI

By: 

Robert E. Carlson (MO State Bar #54602)

Senior Assistant Attorney General

Office of Attorney General Chris Koster

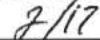
815 Olive St., Suite 200

St. Louis, MO 63101

Email: [bob.carlson@ago.mo.gov](mailto:bob.carlson@ago.mo.gov)

Telephone: (314) 340-6816

*Attorney for Plaintiff State of Missouri*

Signed , 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF MONTANA

By: Kelley L. Hubbard  
E. Edwin Eck (MT State Bar #414)  
Deputy Attorney General  
Kelley L. Hubbard (MT State Bar #9604)  
Assistant Attorney General  
Office of Attorney General Timothy C. Fox  
P. O. Box 200151  
Helena, MT 59601  
Email: EdEck@mt.gov  
khubbard@mt.gov  
Telephone: (406) 444-2026  
*Attorneys for Plaintiff State of Montana*

Signed 3/7, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF NEBRASKA**

By: 

Daniel J. Russell (NE State Bar #25302)  
Assistant Attorney General  
Office of Attorney General Douglas Peterson  
2115 State Capitol  
PO Box 98920  
Lincoln, NE 68509  
Email: [daniel.russell@nebraska.gov](mailto:daniel.russell@nebraska.gov)  
Telephone: (402) 471-1279  
*Attorney for Plaintiff State of Nebraska*  
Signed March 8, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF NEVADA

By: JoAnn Gibbs  
JoAnn Gibbs (NV State Bar # 005324)  
Chief Multistate Counsel  
Office of Attorney General Adam Paul Laxalt  
Bureau of Consumer Protection  
10791 W. Twain Ave., Suite 100  
Las Vegas, NV 89135  
Email: [jgibbs@ag.nv.gov](mailto:jgibbs@ag.nv.gov)  
Telephone: (702) 486-3789  
*Attorney for Plaintiff State of Nevada*  
Signed February 29, 2016



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF NEW HAMPSHIRE

By:  \_\_\_\_\_

Thomas J. Donovan (NH State Bar #664)

Director of Charitable Trusts

Office of Attorney General Joseph A. Foster

33 Capitol St.

Concord, NH 03301

Email: [tom.donovan@doj.nh.gov](mailto:tom.donovan@doj.nh.gov)


Telephone: (603) 271-1288

*Attorney for Plaintiff State of New Hampshire*

Signed March 8, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF NEW JERSEY

By:   
Erin M. Greene (NJ State Bar #014512010)  
Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Division of Law  
124 Halsey St.  
P.O. Box 45029  
Newark, NJ 07101  
Email: [erin.greene@dol.lps.state.nj.us](mailto:erin.greene@dol.lps.state.nj.us)  
Telephone: (973) 648-4846  
*Attorney for Plaintiff State of New Jersey*  
Signed MARCH 10, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF NEW YORK

By: Yael Fuchs

Sean Courtney (NY State Bar #2085363)

Yael Fuchs (NY State Bar # 4542684)

Assistant Attorneys General

Office of Atty General Eric T. Schneiderman

120 Broadway

New York, NY 10271

Email: [sean.courtney@ag.ny.gov](mailto:sean.courtney@ag.ny.gov)

[yael.fuchs@ag.ny.gov](mailto:yael.fuchs@ag.ny.gov)

Telephone: (212) 416-8402

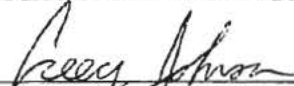
*Attorneys for Plaintiff State of New York*

Signed March 9, 2016


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF NORTH CAROLINA

ROY COOPER, ATTORNEY GENERAL

By:   
Creecy Johnson (NC State Bar #32619)  
Special Deputy Attorney General  
Office of Attorney General Roy Cooper  
9001 Mail Service Center  
Raleigh, NC 27699  
Email: ccjohnson@ncdoj.gov  
Telephone: (919) 716-6000

ELAINE F. MARSHALL, SECRETARY OF STATE

By:   
Daniel Snipes Johnson (NC State Bar #9289)  
Special Deputy Attorney General  
Counsel for North Carolina Secretary of State Elaine  
F. Marshall  
P.O. Box 629  
Raleigh, NC 27699  
Email: djohnson@ncdoj.gov  
Telephone: (919) 716-6610

Signed March 10, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF NORTH DAKOTA

STATE OF NORTH DAKOTA  
Wayne Stenehjem  
Attorney General

By: 

Elin S. Alm (ND Bar # 05924)  
Assistant Attorney General  
Office of Atty General Wayne Stenehjem  
Consumer Protection and Antitrust Div.  
Gateway Professional Center  
1050 E. Interstate Ave., Ste. 200  
Bismarck, ND 58503  
Email: [ealm@nd.gov](mailto:ealm@nd.gov)  
Telephone: (701) 328-5570

*Attorney for Plaintiff State of North Dakota*

Signed Feb. 16, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

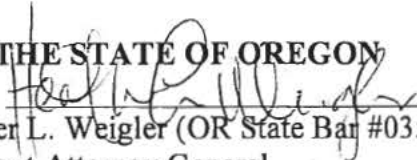
FOR THE STATE OF OHIO  
By: Kristine Hayes  
Kristine Hayes (OH State Bar #0069778)  
Associate Assistant Attorney General  
Office of Attorney General Mike DeWine  
150 E. Gay St., 23rd Floor  
Columbus, OH 43215  
Email: [kristine.hayes@ohioattorneygeneral.gov](mailto:kristine.hayes@ohioattorneygeneral.gov)  
Telephone: (614) 466-3181  
*Attorney for Plaintiff State of Ohio*  
Signed 12 February, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF OKLAHOMA  
By: Malisa McPherson  
Malisa McPherson (OK State Bar #32070)  
Assistant Attorney General  
Consumer Protection Unit  
Office of Attorney General E. Scott Pruitt  
313 N.E. 21st St.  
Oklahoma City, OK 73105  
Email: [Malisa.mcpherson@oag.ok.gov](mailto:Malisa.mcpherson@oag.ok.gov)  
Telephone: (405) 522-1015  
*Attorney for Plaintiff State of Oklahoma*  
Signed March 11, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FOR THE STATE OF OREGON**

By:   
Heather L. Weigler (OR State Bar #03590)

Assistant Attorney General  
Office of Attorney General Ellen Rosenblum  
1515 SW 5th Ave., Suite 410  
Portland, OR 97201

Email: [heather.l.weigler@state.or.us](mailto:heather.l.weigler@state.or.us)

Telephone: (971) 673-1880


*Attorney for Plaintiff State of Oregon*

Signed March 9, 2016



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

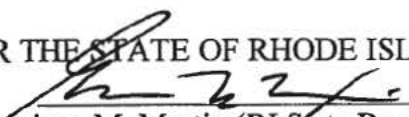
FOR THE COMMONWEALTH OF  
PENNSYLVANIA

By:   
**MICHAEL T. FOERSTER** (PA Bar #78766)  
Senior Deputy Attorney General  
Office of Attorney General  
14th Floor Strawberry Square  
Harrisburg, Pennsylvania 17120  
Email: [mfoerster@attorneygeneral.gov](mailto:mfoerster@attorneygeneral.gov)  
Telephone: (717) 783-2853

**GENE J. HERNE** (PA Bar #82033)  
Senior Deputy Attorney General-in-Charge  
Charitable Trusts and Organizations Section  
Office of Attorney General  
564 Forbes Ave., 6th Floor Manor Complex  
Pittsburgh, Pennsylvania 15219  
Email: [eherne@attorneygeneral.gov](mailto:eherne@attorneygeneral.gov)  
Telephone: (412) 565-3581

*Attorneys for Plaintiff Commonwealth of Pennsylvania*  
Signed February 18, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF RHODE ISLAND  
By:   
Genevieve M. Martin (RI State Bar #3918)  
Assistant Attorney General  
Dept. of Attorney General Peter F. Kilmartin  
150 South Main St.  
Providence, RI 02903  
Email: [gmartin@riag.ri.gov](mailto:gmartin@riag.ri.gov)  
Telephone: (401) 274-4400 x2300  
*Attorney for Plaintiff State of Rhode Island*  
Signed 3/11, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF SOUTH CAROLINA

By: 

Shannon A. Wiley (SC State Bar #69806)

General Counsel

Office of Secretary of State Mark Hammond

1205 Pendleton St., Suite 525

Columbia, SC 29201

Email: [swiley@sos.sc.gov](mailto:swiley@sos.sc.gov)

Telephone: (803) 734-0246

*Attorney for Plaintiff State of South Carolina*

Signed March 10, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF SOUTH DAKOTA  
By: ~~\_\_\_\_\_~~  
Philip D. Carlson (SD State Bar #3913)  
Assistant Attorney General  
Office of Attorney General Marty J. Jackley  
1302 E. Highway 14, Suite 1  
Pierre, SD 57501  
Email: [Phil.Carlson@state.sd.us](mailto:Phil.Carlson@state.sd.us)  
Telephone: (605) 773-3215  
*Attorney for Plaintiff State of South Dakota*  
Signed Feb. 12, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF TENNESSEE  
By: Janet M. Kleinfelter  
Janet M. Kleinfelter (TN State Bar # 13889)  
Deputy Attorney General  
Office of the Attorney General  
425 5th Ave., N.  
P.O. Box 20207  
Nashville, TN 37202  
Email: [Janet.Kleinfelter@ag.tn.gov](mailto:Janet.Kleinfelter@ag.tn.gov)  
Telephone: (615) 741-7403  
*Attorney for Plaintiff Tennessee*  
*Secretary of State Tre Hargett*  
Signed March 1, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

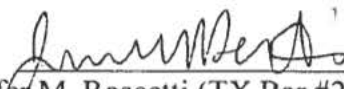
FOR THE STATE OF TEXAS

KEN PAXTON  
Attorney General of Texas

JEFFREY C. MATEER  
First Assistant Attorney General

JAMES E. DAVIS  
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT  
Chief, Consumer Protection Division

By:   
Jennifer M. Roscetti (TX Bar #24066685)  
Assistant Attorneys General  
Office of Attorney General Ken Paxton  
300 W. 15th St., 9th Floor  
Austin, TX 78701  
Email: [Jennifer.Roscetti@texasattorneygeneral.gov](mailto:Jennifer.Roscetti@texasattorneygeneral.gov)  
Telephone: (512) 475-4183

*Attorneys for Plaintiff State of Texas*  
Signed March 16, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF UTAH  
By: Jeffrey Buckner  
Jeffrey Buckner (UT State Bar #4546)  
Assistant Attorney General  
Office of Attorney General Sean D. Reyes  
160 E. 300 South, Fifth Floor  
P. O. Box 140872  
Salt Lake City, UT 84114  
Email: [jbuckner@utah.gov](mailto:jbuckner@utah.gov)  
Telephone: (801) 366-0310  
*Attorney for Plaintiff State of Utah  
and Utah Division of Consumer Protection*  
Signed March 4, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF VERMONT

By:   
Todd W. Daloz (VT State Bar #4734)

Assistant Attorney General  
Office of Atty General William H. Sorrell  
109 State Street  
Montpelier, VT 05609

Email: [todd.daloz@vermont.gov](mailto:todd.daloz@vermont.gov)

Telephone: (802) 828-4605

*Attorney for Plaintiff State of Vermont*

Signed Mar. 10<sup>th</sup>, 2016



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE COMMONWEALTH OF VIRGINIA

By: Richard S. Schweiker, Jr.  
Richard S. Schweiker, Jr. (VA Bar #34258)  
Senior Assistant Attorney General and Chief

Office of Attorney General Mark R. Herring  
Consumer Protection Section  
900 East Main Street  
Richmond, VA 23219


Email: [rschweiker@oag.state.va.us](mailto:rschweiker@oag.state.va.us)  
Telephone: (804) 786-5643

*Attorney for Plaintiff Commonwealth of Virginia*

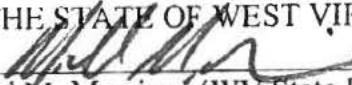
Signed March 11, 2016

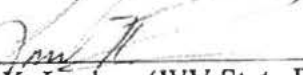
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF WASHINGTON

By:   
Sarah A. Shifley (WA State Bar #39394)  
Assistant Attorney General  
Office of Atty General Robert W. Ferguson  
800 5th Ave., Suite 2000, TB-14  
Seattle, WA 98104  
Email: [sarah.shifley@atg.wa.gov](mailto:sarah.shifley@atg.wa.gov)  
Telephone: (206) 389-3974  
*Attorney for Plaintiff State of Washington*  
Signed Feb. 17, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF WEST VIRGINIA  
By:   
Michael M. Morrison (WV State Bar #9822)  
Assistant Attorney General  
Office of Attorney General Patrick Morrissey  
P.O. Box 1789  
Charleston, WV 25326  
Email: [Matt.M.Morrison@wvago.gov](mailto:Matt.M.Morrison@wvago.gov)  
Telephone: (304) 558-8986


By:   
Laurel K. Lackey (WV State Bar #10267)  
Assistant Attorney General  
Counsel for SOS Natalie E. Tennant  
269 Aikens Center  
Martinsburg, WV 25404  
Email: [Laurel.K.Lackey@wvago.gov](mailto:Laurel.K.Lackey@wvago.gov)  
Telephone: (304) 267-0239  
*Attorneys for Plaintiff State of West Virginia*  
Signed March 10, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF WISCONSIN  
By: Francis X. Sullivan  
Francis X. Sullivan (WI State Bar #1030932)  
Assistant Attorney General  
Office of Attorney General Brad D. Schimel  
17 W. Main St., P.O. Box 7857  
Madison, WI 53707-7857  
Email: [sullivanfx@doj.state.wi.us](mailto:sullivanfx@doj.state.wi.us)  
Telephone: (608) 267-2222  
*Attorney for Plaintiff State of Wisconsin*  
Signed March 4, 2016

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOR THE STATE OF WYOMING

By:   
Clyde W. Hutchins (WY State Bar #6-3549)  
Senior Assistant Attorney General  
Benjamin M. Burningham (UT Bar # 14606 )  
Assistant Attorney General  
Office of Attorney General Peter K. Michael  
123 State Capitol  
Cheyenne, WY 82003  
Email: [clyde.hutchins@wyo.gov](mailto:clyde.hutchins@wyo.gov)  
[ben.burningham@wyo.gov](mailto:ben.burningham@wyo.gov)  
Telephone: (307) 777-7847 (Hutchins)  
(307) 777-5833 (Burningham)  
*Attorneys for Plaintiff State of Wyoming*  
Signed MARCH 2, 2016