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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Case No. 8:19-cv-1728

\_\_\_\_\_ )  
FEDERAL TRADE COMMISSION, )

Plaintiff, )

vs. )

STUDENT ADVOCATES TEAM, )  
LLC, a limited liability company; )

PROGRESS ADVOCATES )  
GROUP, LLC, a limited liability )  
company, also dba Student )  
Advocates; )

STUDENT ADVOCATES GROUP, )  
LLC, a limited liability company; )

ASSURANCE SOLUTION )  
SERVICES, LLC, a limited liability )  
company; )

BRADLEY JASON HUNT, an )  
\_\_\_\_\_ )

STIPULATION AS TO ENTRY OF  
ORDER FOR PERMANENT  
INJUNCTION, MONETARY RELIEF  
AND FINAL JUDGMENT AS TO  
EQUITABLE ACCEPTANCE  
CORPORATION

1 individual; )  
 2 )  
 3 SEAN QUINCY LUCERO, an )  
 4 individual; and )  
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Plaintiff the Federal Trade Commission (“Plaintiff,” “Commission” or “FTC”) filed its Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”) in this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing and Consumer Fraud and Abuse Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601-1666j. Plaintiff and Defendant Equitable Acceptance Corporation (“EAC”) stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Relief (“Order”) to resolve all matters in dispute in this action between them.

Plaintiff and Defendant EAC have agreed to entry of a Stipulated Order For Permanent Injunction, Monetary Relief and Final Judgment (lodged concurrently with this Stipulation) to resolve all claims against Defendant EAC in this action. Plaintiff and Defendant EAC have consented to entry of this Stipulated Order for Permanent Injunction and Final Judgment without trial or adjudication of any issue of law or fact herein.

Plaintiff and Defendant EAC hereby stipulate to entry of a Stipulated Order For Permanent Injunction, Monetary Relief and Final Judgment with the following terms:

1 **FINDINGS**

2 1. This Court has jurisdiction over this matter.

3 2. The Complaint charges that EAC participated in deceptive acts or  
4 practices in violation of the FTC’s Trade Regulation Rule entitled the  
5 Telemarketing Sales Rule (“TSR”), 16 C.F.R. § 310, by providing substantial  
6 assistance or support to Defendants Progress Advocates Group, LLC dba Student  
7 Advocates; Student Advocates Team, LLC; Student Advocates Group, LLC; and  
8 Assurance Solutions Services, LLC (collectively, “Corporate Debt Relief  
9 Defendants”) and individual defendants, Bradley Jason Hunt and Sean Quincy  
10 Lucero, whom EAC allegedly knew, or consciously avoided knowing, were  
11 engaged in violations of the TSR, and charges that these acts or practices are  
12 deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. §  
13 310.3(b).

14 3. The Complaint also charges that EAC, in the offering or extension of  
15 credit to consumers for purchase of Corporate Debt Relief Defendants’ products or  
16 services, misstated the terms of these loans in violation of the Truth in Lending Act  
17 (“TILA”), 15 U.S.C. §§ 1631 and 1638, and its implementing Regulation Z, 12  
18 C.F.R. §§ 1026.17 and 1026.18.

19 4. EAC neither admits nor denies any of the allegations in the  
20 Complaint, except as specifically stated in this Order. Only for purposes of this  
21 action, EAC admits the facts necessary to establish jurisdiction.

22 5. EAC waives any claim that it may have under the Equal Access to  
23 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through  
24 the date of this Order, and agrees to bear its own costs and attorney fees.

25 6. EAC and Plaintiff waive all rights to appeal or otherwise challenge or  
26 contest the validity of this Order.

27 **DEFINITIONS**

28 A. “Assisting Others” includes:

1           1.     performing customer service functions, including receiving or  
2 responding to consumer complaints;

3           2.     formulating or providing, or arranging for the formulation or  
4 provision of, any advertising or marketing material, including any telephone sales  
5 script, direct mail solicitation, or the design, text, or use of images of any Internet  
6 website, email, or other electronic communication;

7           3.     formulating or providing, or arranging for the formulation or  
8 provision of, any marketing support material or service, including web or Internet  
9 Protocol addresses or domain name registration for any Internet websites, affiliate  
10 marketing services, or media placement services;

11          4.     providing names of, or assisting in the generation of, potential  
12 customers;

13          5.     performing marketing, billing, or payment services of any kind; or

14          6.     acting or serving as an owner, officer, director, manager, or principal  
15 of any entity.

16          B.     “**Consumer Reporting Agency**” or “**CRA**” shall mean any Person  
17 which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly  
18 engages in whole or in part in the practice of assembling or evaluating consumer  
19 credit information or other information on consumers for the purpose of furnishing  
20 consumer reports to third parties, and which uses any means or facility of interstate  
21 commerce for the purpose of preparing or furnishing consumer reports.

22          C.     “**Corporate Debt Relief Defendants**” means Progress Advocates  
23 Group, LLC dba Student Advocates; Student Advocates Team, LLC; Student  
24 Advocates Group, LLC; and Assurance Solutions Services, LLC, individually,  
25 collectively or in any combination.

26          D.     “**Dealer**” means any Person for whom EAC is providing credit  
27 services to consumers for the purchase of that Person’s product or service.  
28

1 E. **“Debt”** means any obligation or alleged obligation of a consumer to  
2 pay money arising out of a transaction in which the money, property, or services  
3 that are the subject of the transaction are primarily for personal, family, or  
4 household purposes, whether or not such obligation has been reduced to judgment.

5 F. **“Person”** means a natural person, organization, or other legal entity,  
6 including a corporation, partnership, proprietorship, association, cooperative, or  
7 any other group or combination acting as an entity.

8 G. **“Secured or Unsecured Debt Relief Product or Service”** means:

9 1. With respect to any mortgage, loan, Debt, or obligation between a  
10 person and one or more secured or unsecured creditors or debt collectors, any  
11 product, service, plan, or program represented, expressly or by implication, to:

12 a. stop, prevent, or postpone any mortgage or deed of foreclosure  
13 sale for a person’s dwelling, any other sale of collateral, any repossession of a  
14 person’s dwelling or other collateral, or otherwise save a person’s dwelling or  
15 other collateral from foreclosure or repossession;

16 b. negotiate, obtain, or arrange a modification, or renegotiate,  
17 settle, or in any way alter any terms of the mortgage, loan, Debt, or obligation,  
18 including a reduction in the amount of interest, principal balance, monthly  
19 payments, or fees owed by a person to a secured or unsecured creditor or debt  
20 collector;

21 c. obtain any forbearance or modification in the timing of  
22 payments from any secured or unsecured holder or servicer of any mortgage, loan,  
23 Debt, or obligation;

24 d. negotiate, obtain, or arrange any extension of the period of time  
25 within which a person may (i) cure his or her default on the mortgage, loan, Debt,  
26 or obligation, (ii) reinstate his or her mortgage, loan, Debt, or obligation, (iii)  
27 redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the  
28 mortgage, loan, Debt, or obligation or redeem a dwelling or other collateral;

1 e. obtain any waiver of an acceleration clause or balloon payment  
2 contained in any promissory note or contract secured by any dwelling or other  
3 collateral; or

4 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or  
5 other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other disposition of a  
6 mortgage, loan, Debt, or obligation other than a sale to a third party that is not the  
7 secured or unsecured loan holder.

8 The foregoing shall include any manner of claimed assistance, including auditing  
9 or examining a person's application for the mortgage, loan, Debt, or obligation.

10 2. With respect to any loan, Debt, or obligation between a person and  
11 one or more unsecured creditors or debt collectors, any product, service, plan, or  
12 program represented, expressly or by implication, to:

13 a. repay one or more unsecured loans, Debts, or obligations; or

14 b. combine unsecured loans, Debts, or obligations into one or  
15 more new loans, Debts, or obligations.

16 **I.**

17 **BAN ON SECURED AND UNSECURED**  
18 **DEBT RELIEF PRODUCTS AND SERVICES**

19 IT IS ORDERED that EAC is permanently restrained and enjoined from  
20 financing the purchase of, or Assisting Others in the advertising, marketing,  
21 promoting, offering for sale, selling, financing the purchase of, any Secured or  
22 Unsecured Debt Relief Product or Service.

23 **II.**

24 **PROHIBITION AGAINST MISREPRESENTATIONS**  
25 **RELATING TO FINANCIAL PRODUCTS AND SERVICES**

26 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
27 and attorneys, and all other Persons in active concert or participation with any of  
28 them, who receive actual notice of this Order, whether acting directly or indirectly,

1 in connection with the advertising, marketing, promoting, offering for sale, or  
2 selling of any financial product or service, are permanently restrained and enjoined  
3 from misrepresenting, or Assisting Others in misrepresenting, expressly or by  
4 implication:

5 A. the terms or rates that are available for any loan or other extension of  
6 credit, including:

- 7 1. closing costs or other fees;
- 8 2. the payment schedule, monthly payment amount(s), any balloon  
9 payment, or other payment terms;
- 10 3. the interest rate(s), annual percentage rate(s), or finance charge(s), and  
11 whether they are fixed or adjustable;
- 12 4. the loan amount, credit amount, draw amount, or outstanding balance;  
13 the loan term, draw period, or maturity; or any other term of credit;
- 14 5. the amount of cash to be disbursed to the borrower out of the  
15 proceeds, or the amount of cash to be disbursed on behalf of the borrower to any  
16 third parties;
- 17 6. whether any specified minimum payment amount covers both interest  
18 and principal, and whether the credit has or can result in negative amortization; or  
19 7. that the credit does not have a prepayment penalty or whether  
20 subsequent refinancing may trigger a prepayment penalty and/or other fees;

21 B. the ability to improve or otherwise affect a consumer's credit record,  
22 credit history, credit rating, or ability to obtain credit, including that a consumer's  
23 credit record, credit history, credit rating, or ability to obtain credit can be  
24 improved by permanently removing current, accurate negative information from  
25 the consumer's credit record or history;

26 C. that a consumer will receive legal representation; or  
27  
28

1 D. any other fact material to consumers concerning any good or service,  
2 such as: the total costs; any material restrictions, limitations, or conditions; or any  
3 material aspect of its performance, efficacy, nature, or central characteristics.

4 **III.**

5 **PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO ANY**  
6 **PRODUCTS OR SERVICES**

7 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
8 and attorneys, and all other Persons in active concert or participation with any of  
9 them, who receive actual notice of this Order, whether acting directly or indirectly,  
10 in connection with the advertising, marketing, promoting, offering for sale, or  
11 selling of any product, service, plan, or program, are permanently restrained and  
12 enjoined from misrepresenting, or Assisting Others in misrepresenting, expressly  
13 or by implication:

14 A. any material aspect of the nature or terms of any refund, cancellation,  
15 exchange, or repurchase policy, including the likelihood of a consumer obtaining a  
16 full or partial refund, or the circumstances in which a full or partial refund will be  
17 granted to the consumer;

18 B. that any Person is affiliated with, endorsed or approved by, or  
19 otherwise connected to any other Person; government entity; public, non-profit, or  
20 other noncommercial program; or any other program;

21 C. the nature, expertise, position, or job title of any Person who provides  
22 any product, service, plan, or program; or

23 D. any other fact material to consumers concerning any good or service,  
24 such as: the total costs; any material restrictions, limitations, or conditions; or any  
25 material aspect of its performance, efficacy, nature, or central characteristics.

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1 **IV.**

2 **REQUIRED DISCLOSURES**

3 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
4 and attorneys, and all other Persons in active concert or participation with any of  
5 them, who receive actual notice of this Order, whether acting directly or indirectly,  
6 in connection with the advertising, marketing, promoting, offering, or extension of  
7 credit, are hereby permanently restrained and enjoined from:

8 A. When extending a fixed amount of credit that a consumer is to repay  
9 in one or more installment(s), failing to disclose in writing (electronic or hard-  
10 copy), clearly and conspicuously, and in a form that the consumer may keep,  
11 before the consumer signs the credit agreement, the following information in a  
12 manner reflecting the terms of the legal obligation between the parties:

- 13 1. The identity of the creditor;
- 14 2. The amount financed;
- 15 3. The finance charge;
- 16 4. The annual percentage rate;
- 17 5. The payment schedule;
- 18 6. The total of payments; or

19 B. Violating any provision of the Truth in Lending Act, 15 U.S.C. §§  
20 1601-1666j, or Regulation Z, 12 C.F.R. Part 1026.

21 **V.**

22 **PROHIBITION AGAINST COLLECTING ON CORPORATE DEBT**  
23 **RELIEF DEFENDANT ACCOUNTS AND CONSUMER NOTIFICATION**

24 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
25 and attorneys, and all other Persons in active concert or participation with any of  
26 them, who receive actual notice of this Order, whether acting directly or indirectly,  
27 are permanently enjoined from attempting to collect, collecting, or assigning any  
28 right to collect payment from any consumer on any Debt or extension of credit

1 related to the consumer's purchase from any Corporate Debt Relief Defendant of  
2 any product or service (the "Customer Debt"). EAC shall not sell, assign, or  
3 otherwise transfer any Customer Debt. For each Customer Debt that EAC has  
4 reported to a Consumer Reporting Agency (CRA), EAC shall, within ten (10)  
5 business days after entry of this Order, request that each CRA to which the Debt  
6 has been reported delete the Debt from the consumer's credit reporting file.  
7 Within ten (10) business days of such request, EAC shall mail a notice to each  
8 affected consumer informing the consumer clearly and unambiguously of the  
9 following:

- 10 (1) that EAC had extended credit to the consumer in connection with a  
11 purchase of student-loan related services that the consumer had made,  
12 and identifying the specific Corporate Debt Relief Defendant from  
13 which the consumer had made the purchase;
- 14 (2) that, pursuant to an agreement with the Federal Trade Commission,  
15 EAC will not collect or attempt to collect on any debt that the  
16 consumer had incurred as a result of EAC's extension of credit to the  
17 consumer;
- 18 (3) that EAC will not sell, assign or otherwise transfer any outstanding  
19 debt that the consumer owes to EAC;
- 20 (4) that, to remain in any federal student loan payment assistance program  
21 offered by the U.S. Department of Education, and to avoid losing the  
22 benefits of continuous enrollment in such a program, the consumer is  
23 required each year to re-certify, and update certain information to the  
24 Department of Education, and that the consumer should contact the  
25 Department of Education or the consumer's student loan servicer, and  
26 not EAC, for information as to how and when to submit the required  
27 annual re-certification;

28

1 (5) that EAC will no longer report to any information about the  
2 consumer's EAC account to any Consumer Reporting Agency, and  
3 that for each Consumer Reporting Agency to which EAC has  
4 previously reported information about the consumer's account with  
5 EAC, EAC has requested that the CRA delete the account from the  
6 consumer's credit report; and

7 (6) the name and contact information for each CRA to which EAC  
8 submitted the request to delete the consumer's account from the  
9 consumer's credit reporting file, and the date on which the request  
10 was sent.

11 EAC shall for one year from the date of this Order, keep (a) all contact information  
12 for each consumer as to whom EAC is required to send the required notice and (b)  
13 the template for the notice that EAC sent to consumers. EAC shall provide the  
14 contact information and template to Plaintiff upon request.

15 **VI.**

16 **MONETARY JUDGMENT AND PARTIAL SUSPENSION**

17 IT IS FURTHER ORDERED that Judgment in the amount of Twenty-Four  
18 Million One Hundred One Thousand Eight Hundred Fifty-Four Dollars  
19 (\$24,101,854) is entered in favor of Plaintiff against Defendant Equitable  
20 Acceptance Corporation as equitable monetary relief.

21 B. EAC is ordered to pay to Plaintiff Eight Hundred Sixty-Three  
22 Thousand Eight Hundred Dollars (\$863,800), which, as EAC stipulates, its  
23 undersigned counsel holds in escrow for no purpose other than payment to the  
24 Commission. Such payment must be made within 7 days of entry of this Order by  
25 electronic fund transfer in accordance with instructions previously provided by a  
26 representative of the Commission. Upon such payment the remainder of the  
27 judgment is suspended, subject to the Subsections below.

28

1 C. Plaintiffs' agreement to the suspension of the judgment is expressly  
2 premised upon the truthfulness, accuracy and completeness of EAC's sworn  
3 financial statements and related documents (collectively, "EAC Financial  
4 Representations") submitted to the Commission. These documents include:

- 5 1. the Financial Statement of Corporate Defendant Equitable Acceptance  
6 Corporation, signed by Daryl Soeder, on February 18, 2019, including  
7 the attachments; and
- 8 2. all documents that are listed in a letter dated May 2, 2019 sent by FTC  
9 counsel John Jacobs to EAC counsel James Chareq with the subject  
10 line "Equitable Acceptance Corp. / FTC Matter 1723036."

11 D. The suspension of the judgment will be lifted if, upon motion by  
12 Plaintiff, the Court finds that EAC failed to disclose any material asset, materially  
13 misstated the value of any asset, or made any other material misstatement or  
14 omission in the EAC Financial Representations identified above.

15 E. If the suspension of the judgment is lifted, the judgment becomes  
16 immediately due in the amount specified in Subsection A. above (which the parties  
17 stipulate only for purposes of this Section represents the consumer injury alleged in  
18 the Complaint), less any payment previously made pursuant to this Section, plus  
19 interest computed from the date of entry of this Order.

## 20 VII.

### 21 ADDITIONAL MONETARY PROVISIONS

22 IT IS FURTHER ORDERED that:

23 A. EAC relinquishes dominion and all legal and equitable right, title, and  
24 interest in all assets transferred pursuant to this Order and may not seek the return  
25 of any assets.

26 B. The facts alleged in the Complaint will be taken as true, without  
27 further proof, in any subsequent civil litigation by or on behalf of Plaintiff,  
28 including in a proceeding to enforce its rights to any payment or monetary

1 judgment pursuant to this Order, such as a nondischargeability complaint in any  
2 bankruptcy case.

3 C. The facts alleged in the Complaint establish all elements necessary to  
4 sustain an action by Plaintiff pursuant to Section 523(a)(2)(A) of the Bankruptcy  
5 Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect  
6 for such purposes.

7 D. EAC acknowledges that its Taxpayer Identification Number, which  
8 EAC previously submitted to Plaintiff, may be used for collecting and reporting on  
9 any delinquent amount arising out of this Order, in accordance with 31 U.S.C.  
10 §7701.

11 E. All money paid to Plaintiff pursuant to this Order may be deposited  
12 into a fund administered by the Plaintiff Federal Trade Commission or its designee  
13 to be used for equitable relief, including consumer redress and any attendant  
14 expenses for the administration of any redress fund. If Plaintiff decides that direct  
15 redress to consumers is wholly or partially impracticable or money remains after  
16 redress is completed, all remaining funds will be deposited to the U.S. Treasury as  
17 disgorgement. EAC has no right to challenge any actions Plaintiff or its  
18 representatives may take pursuant to this Subsection.

19 **VIII.**

20 **COOPERATION**

21 IT IS FURTHER ORDERED that EAC must fully cooperate with  
22 representatives of Plaintiff in this case and any investigation related to or  
23 associated with the transactions or occurrences that are the subject of the  
24 Complaint. EAC must provide truthful and complete information, evidence and  
25 testimony. EAC must cause its officers, employees, representatives, or agents to  
26 appear for interviews, discovery, hearings, trials, and any other proceeding that a  
27 representative of Plaintiff may reasonably request upon 5 days written notice, or  
28

1 other reasonable notice, at such places and times as the representative may  
2 designate, without the service of a subpoena.

3 **IX.**

4 **CUSTOMER INFORMATION**

5 IT IS FURTHER ORDERED that EAC, EAC's officers, agents, employees,  
6 attorneys, and all other Persons or entities in active concert or participation with  
7 any of them, who receive actual notice of this Order, are permanently restrained  
8 and enjoined from directly or indirectly:

9 A. failing to provide sufficient customer information to enable Plaintiff  
10 to efficiently administer consumer redress. If a representative of Plaintiff requests  
11 in writing any information related to redress, EAC must provide it, in the form  
12 prescribed by that Plaintiff, within 14 days;

13 B. disclosing, using, or benefitting from any information relating to any  
14 customer of any Corporate Debt Relief Defendant that EAC obtained prior to entry  
15 of this Order, including the name, address, telephone number, email address, social  
16 security number, FSA ID, other identifying information, or any data that enables  
17 access to a customer's account (including a student loan account, credit card, bank  
18 account, or other financial account); and

19 C. failing to destroy Corporate Debt Relief Defendant customer  
20 information in all forms in EAC's possession, custody, or control within 30 days  
21 after receipt of written direction to do so from a representative of Plaintiff.

22 *Provided*, however, that customer information need not be disposed of, and  
23 may be disclosed, to the extent requested by a government agency or required by  
24 law, regulation, or court order.

25 **X.**

26 **ORDER ACKNOWLEDGMENTS**

27 IT IS FURTHER ORDERED that EAC obtain acknowledgments of receipt  
28 of this Order:



1 provide a copy of each Order Acknowledgment obtained pursuant to this Order,  
2 unless previously submitted to Plaintiff.

3 B. For 20 years after entry of this Order, EAC must submit a compliance  
4 notice, sworn under penalty of perjury, within 14 days of any change in the  
5 following:

6 1. EAC must report any change in: (a) any designated point of contact;  
7 or (b) the structure of EAC or any entity that EAC has any ownership interest in or  
8 controls directly or indirectly that may affect compliance obligations arising under  
9 this Order, including: creation, merger, sale, or dissolution of the entity or any  
10 subsidiary, parent, or affiliate that engages in any acts or practices subject to this  
11 Order.

12 C. EAC must submit to the Plaintiff notice of the filing of any  
13 bankruptcy petition, insolvency proceeding, or similar proceeding by or against  
14 EAC within 14 days of its filing.

15 D. Any submission to Plaintiff required by this Order to be sworn under  
16 penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,  
17 such as by concluding: “I declare under penalty of perjury under the laws of the  
18 United States of America that the foregoing is true and correct. Executed on:  
19 \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and  
20 signature.

21 E. Unless otherwise directed by a Commission representative in writing,  
22 all submissions to the Federal Trade Commission pursuant to this Order must be  
23 emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal  
24 Service) to: Associate Director for Enforcement, Bureau of Consumer Protection,  
25 Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC  
26 20580. The subject line must begin: FTC v. Progress Advocates Group, LLC.  
27  
28



1 **XII.**

2 **RECORDKEEPING**

3 IT IS FURTHER ORDERED that EAC must create certain records for 20  
4 years after entry of the Order, and retain each such records for 5 years.

5 Specifically, for any business that EAC is a majority owner or controls directly or  
6 indirectly, must create and retain the following records:

7 A. accounting records showing the revenues from all goods or services  
8 sold;

9 B. personnel records showing, for each person providing services,  
10 whether as an employee or otherwise, that person's: name; addresses; telephone  
11 numbers; job title or position; dates of service; and (if applicable) the reason for  
12 termination;

13 C. records of all consumer complaints and refund requests, whether  
14 received directly or indirectly, such as through a third party, and any response;

15 D. all records necessary to demonstrate full compliance with each  
16 provision of this Order, including all submissions to the Plaintiff; and

17 E. a copy of each unique advertisement or other marketing material.

18 **XIII.**

19 **COMPLIANCE MONITORING**

20 IT IS FURTHER ORDERED that, for the purpose of monitoring EAC's  
21 compliance with this Order, including the financial representations upon which  
22 part of the judgment was suspended and any failure to transfer any assets as  
23 required by this Order:

24 A. Within 14 days of receipt of a written request from a representative of  
25 Plaintiff, EAC must: submit additional compliance reports or other requested  
26 information, which must be sworn under penalty of perjury; appear for depositions;  
27 and produce documents for inspection and copying. Plaintiff is also authorized to  
28 obtain discovery, without further leave of court, using any of the procedures

1 prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic  
2 depositions), 31, 33, 34, 36, 45, and 69.

3 B. For matters concerning this Order, Plaintiff is authorized to  
4 communicate directly with EAC. EAC must permit representatives of Plaintiff to  
5 interview any employee or other person affiliated with EAC who has agreed to  
6 such an interview. The person interviewed may have counsel present.

7 C. Plaintiff may use all other lawful means, including posing, through its  
8 representatives as consumers, suppliers, or other individuals or entities, to EAC or  
9 any individual or entity affiliated with EAC, without the necessity of identification  
10 or prior notice. Nothing in this Order limits the Commission's lawful use of  
11 compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§  
12 49, 57b-1.

13 **XIV.**

14 **RETENTION OF JURISDICTION**

15 IT IS FURTHER ORDERED that this Court retains jurisdiction of this  
16 matter for purposes of construction, modification, and enforcement of this Order

17  
18 SO STIPULATED:

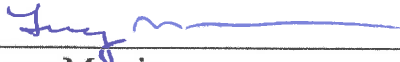
19  
20 **FOR PLAINTIFF FEDERAL TRADE COMMISSION**

21  
22 Dated: 09.10.2019

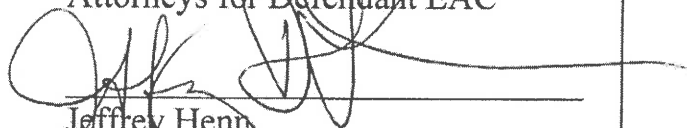
23   
24 Delilah Vinzon  
25 Maricela Segura  
26 John Jacobs  
27 FEDERAL TRADE COMMISSION  
28

FOR DEFENDANT EQUITABLE ACCEPTANCE CORPORATION

Dated: 5/15/2019

  
\_\_\_\_\_  
Lucy Morris  
James Chareq  
Hudson Cook, LLP  
1909 K Street NW, 4th Floor  
Washington, DC 20006  
Attorneys for Defendant EAC

Dated: 5/14/2019

  
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Jeffrey Henn  
Chief Executive Officer and President  
Defendant Equitable Acceptance  
Corporation

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Defendant Equitable Acceptance Corporation

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