

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division**

Case No. 1:12-cv-24410-MARTINEZ-MCALILEY

Consumer Financial Protection Bureau;
State of Hawaii, *ex rel.* Bruce B. Kim;
State of New Mexico, *ex rel.* Gary K. King; State of
North Carolina, *ex rel.* Roy
Cooper; State of North Dakota, *ex rel.* Wayne
Stenehjem; and State of Wisconsin, *ex rel.* J.B. Van
Hollen,

Plaintiffs,

v.

Payday Loan Debt Solution, Inc., a
Florida corporation, and Sanjeet Parvani,
president of Payday Loan Debt Solution, Inc.,

Defendants.

Stipulated Final Judgment and Order

The Consumer Financial Protection Bureau (the “Bureau”), and the State of Hawaii, *ex rel.* Bruce B. Kim, Executive Director, State of Hawaii Office of Consumer Protection (“Hawaii”); the State of New Mexico, *ex rel.* Gary K. King, Attorney General (“New Mexico”); the State of North Carolina, *ex rel.* Roy Cooper, Attorney General (“North Carolina”); the State of North Dakota, *ex rel.* Wayne Stenehjem, Attorney General (“North Dakota”); and the State of Wisconsin, *ex rel.* J.B. Van Hollen, Attorney General (“Wisconsin”) (together, “the States”) commenced this civil action on December 14, 2012, to obtain injunctive relief; restitution; the disgorgement of ill-gotten monies; civil money penalties; attorneys’ fees and costs; and other

equitable relief from Payday Loan Debt Solution, Inc. (“PLDS”) and Sanjeet Parvani (“Parvani”) (together, “Defendants”) alleging conduct in violation of the Telemarketing Sales Rule (“TSR”), 16 C.F.R. § 310; the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5481 *et seq.*; Hawaii Revised Statutes Chapters 480 and 446; the New Mexico Unfair Practices Act, NMSA 1978, §§57-12-1 to -26 (1967, as amended through 2009); the North Carolina Unfair and Deceptive Practices Act, N.C. Gen. Stat. § 75-1.1; the North Carolina Debt Adjusting Act, N.C. Gen. Stat. § 14-423, *et seq.*; the North Dakota Century Code, N.D.C.C. §§ 13-11-02, 13-11-21; the Wisconsin Statutes, Wisc. Stat. 218.02; and the Wisconsin Administrative Code, Wisc. Admin. Code Ch. DFI-Bkg. 73.

The parties, by and through respective counsel, agree to the entry of this Stipulated Final Judgment and Order (“Order”). Defendants have waived service of the Summons and Complaint.

The parties having requested the entry of this Order, it is therefore ORDERED, ADJUDGED, and DECREED as follows:

FINDINGS OF FACT

PLDS’s Business Practices

1. PLDS is a for-profit corporation that is located, resides, and does business in this district at 2555 N.W. 102 Avenue, # 206, Doral, Florida 33172.
2. PLDS began doing business in approximately November 2009. PLDS marketed and provided debt-relief services relating to settlement of short-term or small-cash loans known as “payday loans.”
3. In exchange for a fee, PLDS promised to renegotiate, settle, reduce, or otherwise alter the terms of at least one debt between consumers and one or more unsecured creditors or

debt collectors pursuant to a settlement agreement or other contractual agreement executed by a consumer.

4. PLDS offered to settle exclusively payday-loan debts.

5. Since its inception through approximately May 15, 2012, PLDS's practice had been to request or receive enrollment fees, processing fees, debt-relief service fees, or other types of fees in advance of settling at least one of a consumer's payday-loan debts.

6. PLDS received inbound telephone calls from consumers, who responded to PLDS's Internet marketing efforts at <http://www.pldds.com> and efforts through "pay-per-click" web search-results services.

7. Consumers enrolled in PLDS's program ("customers") stopped paying their creditors and, instead, made monthly payments by ACH transfer into a savings account ("dedicated account") managed by a third-party payment processor.

8. According to a contract that PLDS entered into with the payment processor, the payment processor was responsible for the management, processing, and administration of the payments to and from the customers' dedicated accounts. The payment processor managed the dedicated account, subject to instructions from the customer.

9. PLDS informed customers that, if and when a customer's account reached a sufficient balance, PLDS would arrange for the payment of funds from the dedicated account to the payday lenders to whom the customer owed debt.

10. Since PLDS's inception, customers deposited more than \$1.6 million into their dedicated accounts and directed the payment processor to make payments totaling \$288,393.62 to creditors in settlement of their debts. Several customers were charged fees, but closed their dedicated accounts before their payday-loan creditors received any payments in settlement of the

customers' debts. With respect to dedicated accounts that were established on or after October 27, 2010, the effective date of the TSR, and that were closed before creditors received payments for settlements achieved through PLDS's debt-relief program, PLDS collected fees totaling \$87,243.96.

11. During customers' participation in PLDS's program, for each customer, the payment processor regularly: (1) withdrew funds from the customer's bank account through ACH transfer and deposited them into the dedicated account, and (2) transmitted funds from the dedicated account to itself and to PLDS to cover processing and servicing fees, including the fee PLDS charged for its debt-relief services.

12. Since its inception, PLDS never provided debt-relief services to customers without relying on assistance from the payment processor. Moreover, in order to provide the debt-relief services, PLDS required the services of a third-party payment processor.

13. During this time, the payment processor administered all of PLDS's data relating to its customers' payments for all fees associated with PLDS's debt-relief service, including advance fees charged prior to settling the customers' debts. These transactions reflect when funds were routinely transferred out of customers' accounts to pay PLDS's fees before payments went to any creditors. PLDS and the payment processor also directly communicated about PLDS's fee structure.

Parvani's Role as President of PLDS

14. Parvani is PLDS's president and, at all times, has fully cooperated with the Plaintiffs' investigation into PLDS. As president, Parvani not only managed PLDS's day-to-day operations—including PLDS's Internet marketing of debt-relief services, PLDS's interactions with consumers who signed up for those services, and PLDS's requesting and receipt of fees for

the services—but also engaged directly in sale of debt-relief services and customer-support functions for PLDS. Parvani designed and implemented the PLDS fee structure unaware and not believing that it violated any laws.

15. Parvani also chose and agreed to the terms of business with PLDS's payment processor.

16. Since PLDS's inception, Parvani knew that PLDS routinely charged fees before settling consumers' debts but believed that the fees charged did not violate the TSR, as amended in 2010.

PLDS's Business within the States

17. Although Defendants reside or do business in Florida, PLDS's services extend to customers in several states nationwide.

18. On numerous occasions, PLDS has engaged in the business or practice of debt adjusting in Hawaii.

19. On numerous occasions, PLDS has requested or received debt-settlement fees from customers in New Mexico before settling their debts.

20. On numerous occasions, PLDS engaged in, or offered or attempted to engage in, the business or practice of debt adjusting in North Carolina.

21. On numerous occasions, PLDS has acted as a debt-settlement provider in North Dakota without first having obtained a license and has charged advance fees prohibited by North Dakota law.

22. On numerous occasions, PLDS has acted as an adjustment-service company in Wisconsin without obtaining a license and assessed fees before services were rendered. In

addition, PLDS charged customers in Wisconsin fees for adjustment services in excess of ten percent of the moneys paid to PLDS to be distributed to payday-loan creditors.

CONCLUSIONS OF LAW

1. The Bureau has commenced this action under sections 1031(a), 1036(a)(1), 1054(a), and 1061 of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1), 5564(a), 5581, and under the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6102(c)(2), 6105(d).

2. The Bureau is authorized to seek the relief that it has requested under 12 U.S.C. § 5564(a) and (b), including the authority to enforce the TSR as it applies to persons covered by the CFPA, 15 U.S.C. §§ 6102(c)(2), 6105(d); 12 U.S.C. § 5531(a).

3. The States have the authority to enforce their state consumer-protection laws through this Court.

4. This Court has jurisdiction over the parties and subject-matter jurisdiction over the Bureau's claims because they are brought under Federal consumer financial law, 12 U.S.C. § 5565(a)(1), present a federal question, 28 U.S.C. § 1331, and are brought by an agency of the United States, 28 U.S.C. § 1345.

5. This Court has supplemental jurisdiction over the States' claims because they are "so related to" the Bureau's federal claims "that they form part of the same case or controversy." 28 U.S.C. § 1367(a).

6. PLDS provides and offers a consumer financial product or service that is covered by the CFPA. 12 U.S.C. § 5481(15)(A)(viii)(II). PLDS is therefore a "covered person" under the

CFPA, 12 U.S.C. § 5481(6), and is subject to sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1).

7. Parvani is PLDS's president and is charged with managerial responsibility for PLDS. He approves, ratifies, endorses, directs, controls, and otherwise materially participates in the conduct of PLDS's affairs. Parvani is a "related person" under the CFPA, 12 U.S.C. § 5481(25), is therefore deemed a "covered person" under the CFPA, *id.*, and is subject to sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1).

8. Venue is proper in this district because PLDS is located, resides, and does business here, and Parvani resides and does business here. 28 U.S.C. § 1391(b); 12 U.S.C. § 5564(f).

9. Payday-loan debt constitutes unsecured debt under the TSR. Since its inception, PLDS has provided a debt-relief service to consumers and is subject to the TSR.

10. PLDS's acts or practices are unfair telemarketing acts or practices in violation of the TSR, 16 C.F.R. § 310.4(a)(5)(i), because from October 27, 2010 to May 15, 2012, PLDS routinely charged advance fees in consideration of debt-relief services in advance of settling consumers' debts. These unfair acts and practices violate sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1). Parvani is liable for the violations of sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1).

11. Defendants' acts or practices also violate Hawaii Revised Statutes Chapter 446, which prohibits debt adjusting.

12. Defendants' acts or practices also violate the New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26, which prohibits unfair or deceptive trade practices, including receiving payment for debt-settlement services before making settlement payments.

13. Defendants' acts or practices also violate section 14-424 of the North Carolina Debt Adjusting Act, which prohibits advance fees for debt-settlement services. A violation of section 14-424 constitutes a violation of the North Carolina Unfair and Deceptive Practices Act. N.C. Gen. Stat. §§ 14-425, 75-1.1.

14. Defendants' acts or practices also violate section 13-11-02 of the North Dakota Century Code, which makes it "unlawful for any person to act as a debt-settlement provider . . . without having first obtained a license." PLDS's acts or practices also violate section 13-11-21 of the North Dakota Century Code, effective July 1, 2011, which makes it unlawful for a debt-settlement provider to "charge or receive from a consumer any enrollment fee, setup fee, upfront fee of any kind, or any maintenance fee," N.D.C.C. § 13-11-21.2, to charge or receive a settlement fee that exceeds "an amount greater than thirty percent of the savings," N.D.C.C. § 13-11-21.3, or to collect an advance fee. N.D.C.C. § 13-11-21.4.

15. Defendants' acts or practices also violate section 218.02 of the Wisconsin Statutes, which prohibits the provision of adjustment services without obtaining a license. Defendants' acts or practices also violate Wisconsin Administrative Code Ch. DFI-Bkg. 73, which prohibits the assessment of a budget set-up fee of more than \$25, and the assessment of monthly fees in excess of the lesser of (i) ten percent of the amount of money paid to be distributed to a creditor or creditors or (ii) \$120 in any one calendar month.

16. Defendants waive all rights to seek judicial or appellate review or otherwise challenge or contest the validity of this Order. Defendants also waive any claim that they may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action.

ORDER

I. Prohibited Activities Related to Advance Fees for Debt-Relief Services

IT IS THEREFORE ORDERED that Defendants, their officers, employees, agents, representatives, and all other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from:

- a. requesting or receiving payment of any fee or consideration for any debt-relief services until and unless:
 - i. they have “renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer,” 16 C.F.R. § 310.4(a)(5)(i)(A);
 - ii. the consumer “has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor,” 16 C.F.R. § 310.4(a)(5)(i)(B); and
 - iii. they are otherwise in compliance with the TSR. 16 C.F.R. part 310, and
- b. engaging in any telemarketing act or practice that otherwise violates the TSR. 16 C.F.R. part 310.

II. Prohibited Debt-Relief Practices in Hawaii

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any

corporation, subsidiary, division, or other device, are permanently restrained and enjoined from engaging in, or offering or attempting to engage in, the business or practice of debt adjusting in Hawaii. *See* Haw. Rev. Stat. Chpt. 446.

III. Prohibited Debt-Relief Activities in New Mexico

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from engaging in, or offering or attempting to engage in, the business or practice of charging advance fees in violation of the New Mexico Unfair Practices Act. *See* NMSA 1978, §§57-12-1 to -26.

IV. Prohibited Debt-Relief Activities in North Carolina

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from engaging in, or offering or attempting to engage in, the business or practice of debt adjusting in North Carolina. *See* N.C. Gen. Stat. §§ 14-423, 14-424.

V. Prohibited Debt-Relief Activities in North Dakota

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any

corporation, subsidiary, division, or other device, are permanently restrained and enjoined from: acting as a debt-settlement provider in the state of North Dakota without having first obtained a license and without complying with all the requirements set forth in N.D.C.C. ch. 13-11, including charging or receiving from any North Dakota consumer a debt-settlement fee (i) before PLDS enters into a settlement agreement with the consumer, or (ii) that exceeds thirty-percent of the savings; and charging or receiving from any North Dakota consumer any enrollment fee, setup fee, upfront fee of any kind, or any maintenance fee. *See* N.D.C.C. ch. 13-11.

VI. Prohibited Debt-Relief Activities in Wisconsin

IT IS FURTHER ORDERED that Defendants, their officers, employees, agents, representatives, and all other persons who are in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, directly or through any corporation, subsidiary, division, or other device, are permanently restrained and enjoined from acting as a provider of adjustment services in the state of Wisconsin without having first obtained a license, *see* Wis. Stat. § 218.02, and assessing fees of more than \$25 before services are rendered or monthly fee amounts that exceed the lesser of (i) ten percent of the money paid to PLDS to be distributed to payday-loan creditors or (ii) \$120 in any one calendar month. *See* Wis. Admin. Code Ch. DFI-Bkg. 73.

VII. Restitution Plan for Two Classes of Impacted Consumers

IT IS FURTHER ORDERED that judgment for restitution is entered against PLDS and in favor of the Bureau in the amount of one-hundred thousand dollars (\$100,000.00), which PLDS shall place in its counsel's trust account by no later than January 1, 2013. These funds shall be held by its counsel in trust for no purpose other than payment to the Bureau, and—upon the

Bureau's receipt of the funds—shall be deposited into an account administered by the Bureau, or its agent, to be used to pay restitution for the Class A Consumers (defined below) and for any attendant expenses for administration of such restitution. Such payment must be made by wire transfer to the Bureau within ten (10) days of the Court's entry of this Order, pursuant to instructions to be provided by a representative of the Bureau. PLDS's counsel shall not be obligated to make such payment from its trust account until the Bureau provides complete account instructions on where to pay such funds.

For purposes of this Section and Section VIII, "Class A Consumers" shall mean customers who enrolled in PLDS's debt-relief program on or after October 27, 2010, and—as of April 20, 2012—had received no debt-relief services from PLDS resulting in creditor payments by the time their accounts were closed. For purposes of this Section and Section VIII, "Class B Consumers" shall mean customers who enrolled in PLDS's debt-relief program on or after October 27, 2010, and—as of April 20, 2012—had received (i) some debt-relief services from PLDS resulting in creditor payments, or (ii) no debt-relief services from PLDS resulting in creditor payments, but whose accounts remained active as of April 20, 2012.

The Bureau or its agent shall administer full restitution for fees charged to the Class A Consumers, as reflected in investigative information obtained by the Bureau, and shall not use the restitution described in this Section to administer payments to the Class B Consumers.

If the Bureau determines, in its sole discretion, that restitution to consumers is wholly or partially impracticable or if funds remain after restitution is completed and the costs of administering the restitution are paid, the remaining funds shall be treated as a civil penalty under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), and deposited into the Civil Penalty Fund, administered by the Bureau under section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

PLDS shall have no right to challenge the Bureau's choice of remedies under this Section, and shall have no right to contest the manner of distribution chosen by the Bureau.

PLDS shall cooperate fully to assist the Bureau in identifying consumers comprising Class A Consumers and Class B Consumers, as defined above. PLDS will relinquish control and title to funds paid and will not make claim to, or demand return of, the funds, directly or indirectly, through counsel or otherwise.

In the event of default by PLDS, the Bureau shall be entitled to interest on the judgment, computed from the date of entry of this Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any outstanding amounts not paid.

Notwithstanding this Section, each party shall bear its own costs and fees of litigation.

VIII. Civil Money Penalty

IT IS FURTHER ORDERED that by reason of Defendants' conduct from October 27, 2010 to May 15, 2012, the appropriateness of the penalty with respect to PLDS's financial resources, PLDS's good-faith cooperation with the Bureau's investigation, the gravity of PLDS's conduct, the severity of the risks to and losses experienced by consumers, the history of previous conduct by PLDS, and such other matters as justice may require, judgment for a civil penalty is entered under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), against PLDS and in favor of the Bureau in the amount of five thousand dollars (\$5,000.00), which PLDS shall place in its counsel's trust account by no later than January 1, 2013. These funds shall be held in trust for no purpose other than payment to the Bureau, and shall be deposited into the Civil Penalty Fund administered by the Bureau under section 1017(d) of the CFPA, 12 U.S.C. § 5497(d), for a civil penalty based on the violations that were committed with respect to the Class A Consumers and

the Class B Consumers. Such payment must be made by wire transfer to the Bureau within ten (10) days of the Court's entry of this Order, pursuant to instructions to be provided by a representative of the Bureau. PLDS's counsel shall not be obligated to make such payment from its trust account until the Bureau provides complete account instructions on where to pay such funds.

Payments from the Civil Penalty Fund may be made to victims of activities for which civil penalties have been imposed under the Federal consumer financial laws. Regardless of whether any such payment is made to victims in this or any other matter, the civil penalty shall be treated as a penalty paid to the government for all purposes, including all tax purposes.

To preserve the deterrent effect of the civil penalty, even if there is an offset or reduction to the award of compensatory damages in any Related Consumer Action (defined below) in an amount based on PLDS's payment of redress in this action, PLDS shall not be entitled to, nor shall it further benefit by, any additional offset or reduction of such compensatory damages award in the Related Consumer Action by the amount of any part or all of PLDS's payment of a civil penalty in this action ("Penalty Offset").

If the court in any Related Consumer Action grants such a Penalty Offset, PLDS shall, within thirty (30) days after entry of a final order granting the Penalty Offset, notify the Bureau's counsel in this action and pay the amount of the Penalty Offset to the United States Treasury or to the Civil Penalty Fund, as the Bureau directs. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this action.

For purposes of this Section, a “Related Consumer Action” means a private-damages action brought against PLDS by or on behalf of one or more consumers based on substantially the same facts as alleged in the Complaint in this action.

PLDS shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that PLDS pays pursuant to this Order, regardless of whether such penalty amounts or any part thereof are added to the Civil Penalty Fund or otherwise used for the benefit of consumers. PLDS shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that PLDS pays pursuant to this Order, regardless of whether such penalty amounts or any part thereof are added to the Civil Penalty Fund or otherwise used for the benefit of consumers

IX. Cooperation with Bureau Counsel

IT IS FURTHER ORDERED that Defendants shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the Complaint, cooperate in good faith with the Bureau and appear at such places and times as the Bureau shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the Bureau.

If reasonably requested in writing by the Bureau, Defendants shall appear and provide truthful testimony in any trial, deposition, hearing, or other proceeding related to or associated with the transactions or occurrences that are the subject of the Complaint, without the service of a civil investigative demand or subpoena.

X. Compliance Monitoring

IT IS FURTHER ORDERED that, for a period of two (2) years from the date of entry of this Order, PLDS agrees to be subject to the Bureau's supervisory authority under 12 U.S.C. § 5514.

XI. Compliance Reporting

IT IS FURTHER ORDERED that, for a period of two (2) years from the date of entry of this Order, Defendants must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of:

- a. for PLDS, any change in: (i) any designated point of contact; (ii) the structure of PLDS that may affect compliance obligations arising under this Order, including creation, incorporation or other organization, a dissolution, assignment, sale, merger, or other action; or (iii) the business name or address.
- b. for Parvani, any change in: (i) name, including aliases or fictitious name, or residence address; or (ii) title or role in any business activity, including any business for which Parvani performs services whether as an employee, officer, or otherwise, and any entity in which Parvani has any ownership interest, and identify its name, physical address, and Internet address, if any.

Each Defendant must also submit to the Bureau notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such Defendant within fourteen (14) days of its filing.

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

Assistant Director for Enforcement
Consumer Financial Protection Bureau
ATTENTION: Office of Enforcement
1700 G Street, N.W.
Washington D.C. 20552
RE: Bureau v. PLDS, Matter No. 12-0001-02

In lieu of overnight courier, Defendants may send such reports or notifications by first-class mail, but only if Defendants contemporaneously send an electronic version of such report or notification to the Bureau at Enforcement@cfpb.gov.

XII. Direct Communications

IT IS FURTHER ORDERED that, for purposes of Section X of this Order, the Bureau is authorized to communicate directly with PLDS.

XIII. Recordkeeping

IT IS FURTHER ORDERED that, for a period of two (2) years from the date of entry of this Order, PLDS must maintain the following Records:

- a. accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;
- b. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name, addresses, telephone numbers, job title or position, dates of service, and, if applicable, the reason for termination;

- c. customer files containing the names, addresses, phone numbers, and dollar amounts paid, to the extent such information is obtained in the ordinary course of business;
- d. complaints and refund requests (whether received directly, indirectly, or through any third party) and any responses to those complaints or requests;
- e. copies of all sales scripts, training materials, advertisements, direct mail solicitations, contracts sent to consumers, or other marketing materials; and
- f. all records and documents necessary to demonstrate compliance with each provision of this Order, including all submissions to the Bureau.

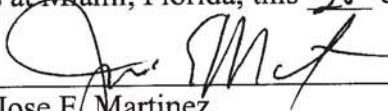
XIV. Acknowledgement of Receipt of Order

IT IS FURTHER ORDERED that Defendants, within ten (10) business days of receipt of this Order as entered by the Court, must submit to the Bureau a truthful sworn statement acknowledging receipt of this Order.

XV. Retention of Jurisdiction

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

DONE AND ORDERED in Chambers at Miami, Florida, this 20 day of December, 2012.



Jose E. Martinez
United States District Judge

Copies furnished to:
Magistrate Judge McAiley
All Counsel of Record