

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

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FEDERAL TRADE COMMISSION,  
Plaintiff,

1 Financial Solutions, LLC; Elant, LLC; and Elias Taylor have agreed to settle all matters of  
2 dispute between them without adjudication. Accordingly, it is hereby **ORDERED,**  
3 **ADJUDGED, AND DECREED:**

4 **FINDINGS**

5 1. This Court has jurisdiction over the subject matter of this case and personal  
6 jurisdiction over defendants.

7 2. Venue in the Eastern District of Texas is proper as to all parties.

8 3. The activities of defendants are in or affecting commerce, as defined in the FTC  
9 Act, 15 U.S.C. § 44.

10 4. The Complaint states a claim upon which relief may be granted against  
11 Defendants under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).

12 5. Defendants waive all rights to seek judicial review or otherwise challenge or  
13 contest the validity of this Final Order.

14 6. Defendants waive any claim, including any claim for attorneys' fees under the  
15 Equal Access to Justice Act, 28 U.S.C. § 2412, *amended by* Pub. L. 104-121, 110 Stat. 847, 863-  
16 64 (1996), and any claims they may have against the Commission, its employees,  
17 representatives, or agents.

18 7. Defendants enter into this Final Order freely and without coercion and  
19 acknowledge that they have read, understand, and are prepared to abide by the provisions of this  
20 Final Order.

21 8. This Final Order is in addition to, and not in lieu of, any other civil or  
22 criminal remedies that may be provided by law.

23 9. Entry of this Final Order is in the public interest.

24 **DEFINITIONS**

25 For the purpose of this Final Order, the following definitions shall apply:

26 1. "Assisting others" means knowingly providing any of the following goods or  
27 services to another business venture: (A) performing customer service functions, including, but  
28 not limited to, receiving or responding to consumer complaints; (B) formulating or providing, or

1 arranging for the formulation or provision of, any marketing material; (C) providing names of, or  
2 assisting in the generation of, potential customers; (D) hiring, recruiting, or training personnel;  
3 (E) advising or acting as a consultant to others on the commencement or management of a  
4 business venture; or (F) performing marketing services of any kind.

5 2. “Defendants” means National Hometeam Solutions, LLC; National Financial  
6 Solutions, LLC; Elant, LLC; and Elias Taylor, whether acting directly or through any successor,  
7 assign, agent, employee, entity, corporation, subsidiary, division, or other device.

8 3. “Documents” means writings, drawings, graphs, charts, photographs,  
9 sound recordings, images, and any other data or data compilations stored in any medium from  
10 which information can be obtained and translated, if necessary, into reasonably usable form and  
11 is synonymous in meaning and equal in scope to the usage of the term in the Federal Rules of  
12 Civil Procedure 34(a). A draft or non-identical copy of a document is a separate document  
13 within the meaning of the term.

14 4. “Employer” means any individual or entity for whom any defendant performs  
15 services as an employee, consultant, or independent contractor.

16 5. “Employment” means the performance of services as an employee, consultant, or  
17 independent contractor.

18 6. “Material” means likely to affect a person’s choice of, or conduct regarding,  
19 goods or services.

20 7. “Mortgage foreclosure rescue service” shall mean any service, product, or  
21 program wherein the offeror, expressly or by implication, claims that it can assist a homeowner  
22 in any manner to: (A) stop, prevent, or postpone any home mortgage foreclosure sale; (B) obtain  
23 any forbearance from any beneficiary or mortgagee; (C) exercise any statutory right of  
24 reinstatement; (D) obtain any extension of the period within which the owner may reinstate his  
25 or her obligation; (E) obtain any waiver of an acceleration clause contained in any promissory  
26 note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained  
27 in that deed of trust or mortgage; (F) obtain a loan or advance of funds; (G) avoid or ameliorate  
28 the impairment of the owner’s credit resulting from the recording of a notice of default or the

1 conduct of a foreclosure sale; (H) save the owner's residence from foreclosure; or (I) assist the  
2 owner in obtaining from the beneficiary, mortgagee, trustee under a power of sale, or counsel for  
3 the beneficiary, mortgagee, or trustee, the remaining proceeds from the foreclosure sale of the  
4 owner's residence. The foregoing shall include any manner of claimed assistance, including, but  
5 not limited to, debt, budget, or financial counseling; receiving money for the purpose of  
6 distributing it to creditors; contacting creditors on behalf of the homeowner; arranging or  
7 attempting to arrange for an extension of the period within which the owner of property sold at  
8 foreclosure may cure his or her default; arranging or attempting to arrange for any delay or  
9 postponement of the time of a foreclosure sale; and giving advice of any kind with respect to  
10 filing for bankruptcy.

11 8. The term "and" also means "or," and the term "or" also means "and."

12 **ORDER**

13 **I. PROHIBITED BUSINESS ACTIVITIES**

14 **IT IS ORDERED** that defendants National Hometeam Solutions, LLC; National  
15 Financial Solutions, LLC; Elant, LLC; and Elias Taylor, and their successors, assigns, agents,  
16 employees, officers, servants, and all other persons or entities in active concert or participation  
17 with them who receive actual notice of this Final Order by personal service, facsimile, or  
18 otherwise, whether acting directly or through any corporation, subsidiary, division or other  
19 device, are hereby permanently restrained and enjoined from:

20 A. Falsely representing, or assisting others to falsely represent, expressly  
21 or by implication, any material fact in connection with the advertising, marketing, promoting,  
22 performance, offering for sale, or sale4(rm) mJcuTagee, or anyru.4g1rNatif3(ac)1arymo/-rF.L6c 0 T2)8.

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1 home mortgage foreclosures;

2 (4) the terms of any refund or guarantee;

3 (5) the likelihood that a consumer will receive a full or partial refund if a  
4 home mortgage foreclosure is not stopped, postponed, or prevented;

5 (6) any record regarding consumer satisfaction or complaints or approval or  
6 ratings by the Better Business Bureau or any other consumer advocacy or  
7 consumer protection association; or

8 (7) any fact material to a consumer's decision to purchase any  
9 mortgage foreclosure rescue service.

10 B. Falsely representing, or assisting others to falsely represent, expressly  
11 or by implication, any material fact in connection with the advertising, marketing, promoting,  
12 performance, offering for sale, or sale of any other good or service.

13 **II. PROHIBITIONS AGAINST DISTRIBUTION OF CUSTOMER INFORMATION**

14 **IT IS FURTHER ORDERED** that defendants National Hometeam Solutions, LLC;  
15 National Financial Solutions, LLC; Elant, LLC; and Elias Taylor, and their successors, assigns,  
16 agents, employees, officers, servants, and all other persons or entities in active concert or  
17 participation with them who receive actual notice of this Final Order by personal service,  
18 facsimile, or otherwise, whether acting directly or through any corporation, subsidiary, division  
19 or other device, are permanently restrained and enjoined from selling, renting, leasing,  
20 transferring or otherwise disclosing the individual name, address, telephone number, email  
21 address, credit card number, social security number, bank account number, or other identifying  
22 information of any person who provided any such information to defendants at any time in  
23 connection with the advertising, marketing, promoting, offering for sale, or sale of mortgage  
24 foreclosure rescue services; *provided, however*, that defendants may disclose such identifying  
25 information to any law enforcement or regulatory agency, or as required by any law, regulation,  
26 or court order.



1           (2)     Within seven (7) business days after receiving notice of the entry of this  
2                     Final Order, defendants shall pay to the FTC \$5,000 in the form of a  
3                     certified or cashier's check made payable to the FTC, or by electronic  
4                     funds transfer to the Commission.

5           C.     All funds paid pursuant to this Final Order shall be deposited into a fund  
6 administered by the Commission or its agent to be used for equitable relief, including but not  
7 limited to consumer redress and any attendant expenses for the administration of any redress  
8 funds. In the event that direct redress to consumers is wholly or partially impracticable or funds  
9 remain after redress is completed, the Commission may apply any remaining funds for such  
10 other equitable relief (including consumer information remedies) as it determines to be  
11 reasonably related to the defendants' practices alleged in the Complaint. Any funds not used for  
12 such equitable relief shall be deposited with the United States Treasury as disgorgement.  
13 Defendants shall have no right to challenge the Commission's choice of remedies or manner of  
14 distribution under this Section.

15           D.     Defendants expressly waive their rights to litigate the issue of disgorgement.

16           E.     Defendants acknowledge and agree that all money paid pursuant to this Final  
17 Order is irrevocably paid to the Commission for purposes of settlement between plaintiff and  
18 defendants.

19           F.     The Commission and defendants acknowledge and agree that this judgment for  
20 equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive  
21 assessment, or forfeiture.

22           G.     Defendants agree that, if they fail to timely and completely fulfill the  
23 payment and other obligations set forth in this Final Order, the facts alleged in the Complaint  
24 filed in this matter shall be taken as true in any subsequent litigation filed by the Commission to  
25 enforce its rights pursuant to this Final Order, including, but not limited to, a nondischargeability  
26 complaint in any bankruptcy case.

27           H.     Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish  
28 to the Commission defendants' taxpayer identifying numbers (social security number or

1 employer identification number), which shall be used for purposes of collecting and reporting on  
2 any delinquent amount arising out of defendants' relationship with the government.

#### 3 **IV. RIGHT TO REOPEN AS TO MONETARY JUDGMENT**

4 **IT IS FURTHER ORDERED** that:

5 A. The Commission's agreement to, and the Court's approval of, this Final Order is  
6 expressly premised upon the truthfulness, accuracy, and completeness of the financial statements  
7 signed by each defendant as follows:

- 8 (1) National Hometeam Solutions, LLC; National Financial Solutions, LLC;  
9 and Elant, LLC, dated March 3, 2008;
- 10 (2) Elias Taylor, dated March 3, 2008; and
- 11 (3) Elias Taylor, dated May 21, 2008,

12 all of which include material information relied upon by the Commission in negotiating and  
13 agreeing to the terms of this Final Order.

14 B. If, upon motion, this Court should find that National Hometeam Solutions, LLC;  
15 National Financial Solutions, LLC; Elant, LLC; or Elias Taylor has made a material  
16 misrepresentation or omitted material information concerning their financial condition, then the  
17 suspension of the monetary judgment shall be vacated, and the Court, without further  
18 adjudication, shall enter judgment holding said defendant liable to the Commission in the  
19 amount of \$342,400, less any payments made to the FTC, plus interest from the entry date of this  
20 Final Order, pursuant to 28 U.S.C. § 1961.

21 C. Any proceedings instituted under this Section IV are in addition to, and not in lieu  
22 of, any other civil or criminal remedies as may be provided by law, including any other  
23 proceedings that the FTC may initiate to enforce this Final Order.

#### 24 **V. COOPERATION WITH FTC COUNSEL**

25 **IT IS FURTHER ORDERED** that defendants National Hometeam Solutions, LLC;  
26 National Financial Solutions, LLC; Elant, LLC; and Elias Taylor shall, in connection with this  
27 action or any subsequent investigations related to or associated with the transactions or the  
28 occurrences that are the subject of the FTC's Complaint, cooperate in good faith with the FTC



1 and appear at such places and times as the FTC shall reasonably request, after written notice, for  
2 interviews, conferences, review of documents, and for such other matters as may be reasonably  
3 requested by the FTC.

4 **VI. COMPLIANCE MONITORING**

5 **IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating  
6 compliance with any provision of this Final Order,

7 A. Within ten (10) days of receipt of written notice from a representative of the  
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1 entity; the creation or dissolution of a subsidiary, parent, or affiliate that  
2 engages in any acts or practices subject to this Final Order; the filing of a  
3 bankruptcy petition; or a change in the corporate name or address, at least  
4 thirty (30) days prior to such change, *provided* that, with respect to any  
5 proposed change in the corporation about which the defendants learn less  
6 than thirty (30) days prior to the date such action is to take place,  
7 defendants shall notify the Commission as soon as is practicable after  
8 obtaining such knowledge.

9 B. One hundred eighty (180) days after the date of entry of this Final Order, National  
10 Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant, LLC; and Elias Taylor  
11 each shall provide a written report to the Commission, sworn to under penalty of perjury, setting  
12 forth in detail the manner and form in which they have complied and are complying with this  
13 Final Order. This report shall include, but not be limited to:

14 (1) For individual defendant Elias Taylor:

15 (a) His then-current residence address, mailing address, and telephone  
16 number;

17 (b) His then-current employment and business addresses and  
18 telephone numbers, a description of the business activities of each  
19 such employer or business, and his title and responsibilities for  
20 each such employer or business; and

21 (c) Any other changes required to be reported under Section VII.A.

22 (2) For all defendants:

23 (a) A copy of each acknowledgment of receipt of this Final Order,  
24 obtained pursuant to Section X below;

25 (b) A statement describing the manner in which defendants have  
26 complied and are complying with the provisions set forth in  
27 Sections I-III above; and

28 (c) Any other changes required to be reported under subparagraphs A

1 or B of this Section.

2 C. For the purposes of this Final Order, defendants shall, unless otherwise directed  
3 by the Commission's authorized representatives, mail all written notifications to the Commission  
4 to:

5 Associate Director  
6 Division of Enforcement  
7 Federal Trade Commission  
8 601 New Jersey Ave., Room 2119  
9 Washington, D.C. 20580

10 Re: FTC v. National Hometeam Solutions, et al.,  
11 Civil Action No. 4:08-cv-067 (E.D. Tex.).

12 For purposes of the compliance reporting and monitoring required by this Final Order,  
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1 C. Customer files containing the names, addresses, phone numbers, dollar amounts  
2 paid, quantity of items or services purchased, and description of items or services purchased, to  
3 the extent such information is obtained in the ordinary course of business;

4 D. Complaints and refund requests (whether received directly, indirectly or through  
5 any third party) and any responses to those complaints or requests;

6 E. Copies of all sales scripts, training materials, advertisements, or other marketing  
7 materials; and

8 F. All records and documents necessary to demonstrate full compliance with each  
9 provision of this Final Order, including but not limited to, copies of acknowledgments of receipt

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1 mortgage foreclosure rescue services. For current personnel, delivery shall be within five (5)  
2 days of service of this Final Order upon defendant. For new personnel, delivery shall occur prior  
3 to them assuming their responsibilities.

4 C. For any business where individual defendant Elias Taylor is not a controlling  
5 person of a business but otherwise engages in the advertising, marketing, promoting, offering for  
6 sale, or sale of mortgage foreclosure rescue services, he must deliver a copy of this Final Order  
7 to all principals and managers of such business before engaging in such conduct.

8 D. National Hometeam Solutions, LLC; National Financial Solutions, LLC; Elant,  
9 LLC; and Elias Taylor must secure a signed and dated statement acknowledging receipt of the  
10 Final Order, within thirty (30) days of delivery, from all persons receiving a copy of the Final  
11 Order pursuant to this Section.

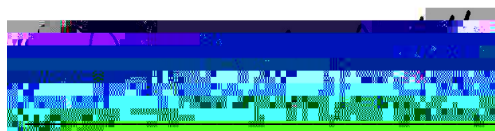
12 **X. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

13 **IT IS FURTHER ORDERED** that National Hometeam Solutions, LLC; National  
14 Financial Solutions, LLC; Elant, LLC; and Elias Taylor, within five (5) business days of receipt  
15 of this Final Order as entered by the Court, must each submit to the Commission a truthful sworn  
16 statement acknowledging receipt of this Final Order.

17 **XI. RETENTION OF JURISDICTION**

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

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21 **SIGNED this the 6th day of September, 2008.**

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**RICHARD A. SCHELL**  
**UNITED STATES DISTRICT JUDGE**

