

1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF TEXAS  
3 SHERMAN DIVISION

4 FEDERAL TRADE COMMISSION,

5 Plaintiff,

6 v.

7 NATIONAL HOMETEAM SOLUTIONS, LLC;

8 NATIONAL FINANCIAL SOLUTIONS, LLC;

9 UNITED FINANCIAL SOLUTIONS, LLC;

10 NATIONWIDE FORECLOSURE SERVICES, LLC;

11 EVALAN SERVICES, LLC;

12 ELANT, LLC;

13 ELIAS H. TAYLOR, aka ELI TAYLOR;

14 EVERARD TAYLOR, aka EVERARDO TAYLOR;

15 EMANUEL TAYLOR; and

16 EDWIN P. TAYLOR, SR., aka ED TAYLOR,

17 Defendants.

Civil Action No. 4:08-cv-067

**STIPULATED PERMANENT  
INJUNCTION AND FINAL  
ORDER AS TO DEFENDANTS  
UNITED FINANCIAL  
SOLUTIONS, LLC, AND  
EMANUEL TAYLOR**

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19 This matter comes before the Court on Complaint of plaintiff Federal Trade Commission  
20 (“FTC” or “Commission”) against defendants National Hometeam Solutions, LLC; National  
21 Financial Solutions, LLC; United Financial Solutions, LLC; Nationwide Foreclosure Services,  
22 LLC; Evalan Services, LLC; Elant, LLC; Elias H. Taylor; Everard Taylor; Emanuel Taylor; and  
23 Edwin P. Taylor, Sr. On February 26, 2008, the Commission filed a Complaint for Injunctive  
24 and Other Equitable Relief (Dkt. #1) in this matter pursuant to Sections 5(a) and 13(b) of the  
25 Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a) and 53(b). The FTC charged  
26 defendants with engaging in deceptive acts or practices in connection with the marketing and  
27 sale of mortgage foreclosure rescue services, in violation of Section 5(a) of the FTC Act, 15  
28 U.S.C. § 45(a). The Commission and defendants United Financial Solutions, LLC, and Emanuel

Final Order as to Emanuel Taylor

1 Taylor have agreed to settle all matters of dispute between them without adjudication.

2 Accordingly, it is hereby **ORDERED, ADJUDGED, AND DECREED:**

3 **FINDINGS**

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

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

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

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

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

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

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

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

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

23 **DEFINITIONS**

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

25 1. "Assisting others" means knowingly providing any of the following goods or  
26 services to another business venture: (A) performing customer service/LI/0uoer serviD4 yFor t5einetJ0.0008 To  
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1 (E) advising or acting as a consultant to others on the commencement or management of a  
2 business venture; or (F) performing marketing services of any kind.

3 2. “Defendants” means United Financial Solutions, LLC, and Emanuel Taylor,  
4 whether acting directly or through any successor, assign, agent, employee, entity, corporation,  
5 subsidiary, division, or other device

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

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

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

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

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

1 obtaining from the beneficiary, mortgagee, trustee under a power of sale, or  
2 counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from  
3 the foreclosure sale of the owner's residence. The foregoing shall include any  
4 manner of claimed assistance, including, but not limited to, debt, budget, or  
5 financial counseling; receiving money for the purpose of distributing it to  
6 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  
8 property sold at foreclosure may cure his or her default; arranging or attempting  
9 to arrange for any delay or postponement of the time of a foreclosure sale; and  
10 giving advice of any kind with respect to 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 United Financial Solutions, LLC, and Emanuel  
15 Taylor, and their successors, assigns, agents, employees, officers, servants, and all other persons  
16 or entities in active concert or participation with them who receive actual notice of this Final  
17 Order by personal service, facsimile, or otherwise, whether acting directly or through any  
18 corporation, subsidiary, division or other device, are hereby permanently restrained and enjoined  
19 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 sale of any mortgage foreclosure rescue service, including but  
23 not limited to misrepresenting:

- 24 (1) that home mortgage foreclosure can or will be stopped, postponed, or  
25 prevented in all or virtually all instances;
- 26 (2) the likelihood that home mortgage foreclosure can or will be stopped,  
27 postponed, or prevented;
- 28 (3) the degree of past success of any efforts to stop, postpone, or prevent

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 United Financial Solutions, LLC, and  
15 Emanuel Taylor, and their successors, assigns, agents, employees, officers, servants, and all  
16 other persons or entities in active concert or participation with them who receive actual notice of  
17 this Final Order by personal service, facsimile, or otherwise, whether acting directly or through  
18 any corporation, subsidiary, division or other device, are permanently restrained and enjoined  
19 from selling, renting, leasing, transferring or otherwise disclosing the individual name, address,  
20 telephone number, email address, credit card number, social security number, bank account  
21 number, or other identifying information of any person who provided any such information to  
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1 United Financial Solutions, LLC, and Emanuel Taylor, jointly and severally, as equitable  
2 monetary relief, in favor of the Commission; *provided*, that this judgment amount, except such  
3 amounts specified in subparagraph III.B, shall be suspended upon defendants' fulfillment of the  
4 payment obligations set forth in that subparagraph.

5 B. Within seven (7) business days after receiving notice of the entry of this Final  
6 Order, defendants United Financial Solutions, LLC, and Emanuel Taylor will transfer to the FTC  
7 \$19,108 in funds held in the OptionsXpress account ending in 1824, which was frozen pursuant  
8 to the Temporary Restraining Order (Dkt. #10) entered by the Court on February 27, 2008, and  
9 the Stipulated Preliminary Injunction (Dkt. #38) entered by the Court on March 6, 2008. Upon  
10 receipt of this Final Order, OptionsXpress shall directly transfer such funds to the FTC by  
11 electronic funds transfer or by certified check or other guaranteed funds made payable to and  
12 delivered to the Commission.

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

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

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

27 F. The Commission and defendants acknowledge and agree that this judgment for  
28 equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive

1 assessment, or forfeiture.

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

7 H. Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish  
8 to the Commission defendants' taxpayer identifying numbers (social security number or  
9 employer identification number), which shall be used for purposes of collecting and reporting on  
10 any delinquent amount arising out of defendants' relationship with the government.

11 **IV. RIGHT TO REOPEN AS TO MONETARY JUDGMENT**

12 **IT IS FURTHER ORDERED** that:

13 A. The Commission's agreement to, and the Court's approval of, this Final Order is  
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**V. COOPERATION WITH FTC COUNSEL**

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1 present.

2 *Provided, however,* that nothing in this Final Order shall limit the Commission's lawful  
3 use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-  
4 1, to obtain any documentary material, tangible things, testimony, or information relevant to  
5 unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C.  
6 § 45(a)(1)).

## 7 **VII. COMPLIANCE REPORTING BY DEFENDANTS**

8 **IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this  
9 Final Order may be monitored:

10 A. For a period of five (5) years from the date of entry of this Final Order,

11 (1) Individual defendant Emanuel Taylor shall notify the Commission of the  
12 following:

13 (a) Any changes in his residence, mailing address, and telephone  
14 number, within ten (10) days of the date of such change;

15 (b) Any changes in his employment status (including self-  
16 employment), and any change in his ownership in any business  
17 entity, within ten (10) days of the date of such change. Such  
18 notice shall include the name and address of each business that  
19 Emanuel Taylor is affiliated with, employed by, creates or forms,  
20 or performs services for; a statement of the nature of the business;  
21 and a statement of his duties and responsibilities in connection  
22 with the business or employment; and

23 (c) Any changes in Emanuel Taylor's name or use of any alias or  
24 fictitious name; and

25 (2) Defendants United Financial Solutions, LLC, and Emanuel Taylor shall  
26 notify the Commission of any changes in corporate structure of United  
27 Financial Solutions, LLC, or any business entity that Emanuel Taylor  
28 directly or indirectly controls, or has an ownership interest in, that may



1 Sections I-III above; and

2 (c) Any other changes required to be reported under subparagraphs A  
3 or B of this Section.

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

7 Associate Director  
8 Division of Enforcement  
9 Federal Trade Commission  
601 New Jersey Ave., Room 2119  
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,  
13 the Commission is authorized to communicate directly with defendants United Financial  
14 Solutions, LLC, and Emanuel Taylor.

#### 15 **VIII. RECORD KEEPING PROVISIONS**

16 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry  
17 of this Final Order, defendants United Financial Solutions, LLC, and Emanuel Taylor, and those  
18 businesses where defendant Emanuel Taylor is the majority owner or otherwise controls the  
19 business, and their agents, directors, officers, employees, corporations, successors, and assigns,  
20 and other entities or persons directly or indirectly under their control, and all persons or entities  
21 in active concert or participation with any of them who receive actual notice of this Final Order  
22 by personal service, facsimile, or otherwise, in connection with the advertising, marketing,  
23 promoting, performance, offering for sale, or sale of mortgage foreclosure rescue services, are  
24 hereby restrained and enjoined from failing to create and retain the following records:

25 A. Accounting records that reflect the cost of goods or services sold, revenues  
26 generated, and the disbursement of such revenues;

27 B. Personnel records accurately reflecting: the name, address, and telephone number  
28 of each person employed in any capacity by such business, including as an independent  
contractor; that person's job title or position; the date upon which the person commenced work;

1 and the date and reason for the person's termination, if applicable;

2 C. Customer files containing the names, addresses, phone numbers, dollar amounts  
3 paid, quantity of items or services purchased, and description of items or services purchased, to  
4 the extent such information is obtained in the ordinary course of business;

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

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

9 F. All records and documents necessary to demonstrate full compliance with each  
10 provision of this Final Order, including but not limited to, copies of acknowledgments of receipt  
11 of this Final Order, required by Section IX.D., and all reports submitted to the FTC pursuant to  
12 Section VII.

### 13 **IX. DISTRIBUTION OF ORDER BY DEFENDANTS**

14 **IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry  
15 of this Final Order, defendants shall deliver copies of the Final Order as directed below:

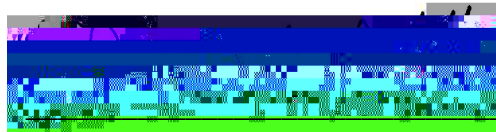
16 A. Defendant United Financial Solutions, LLC, must deliver a copy of this Final  
17 Order to all of its principals, officers, directors, and managers. United Financial Solutions, LLC,  
18 also must deliver copies of this Final Order to all of its employees, agents, independent  
19 contractors, and representatives who engage in the advertising, marketing, promoting,  
20 performance, offering for sale, or sale of mortgage foreclosure rescue services. For current  
21 personnel, delivery shall be within five (5) days of service of this Final Order upon defendants.  
22 For new personnel, delivery shall occur prior to them assuming their responsibilities.

23 B. For any business that individual defendant Emanuel Taylor controls, directly or  
24 indirectly, or in which Emanuel Taylor has a majority ownership interest, Emanuel Taylor must  
25 deliver copies of this Final Order to all principals, officers, directors, and managers of that  
26 business as well as to all employees, agents, independent contractors, and representatives of that  
27 business who engage in the advertising, marketing, promoting, performance, offering for sale, or  
28 sale of mortgage foreclosure rescue services. For current personnel, delivery shall be within five

1 (5) days of service of this Final Order upon defendant. For new personnel, delivery shall occur

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



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

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