



3. The Permanent Injunction ordered that Judgment in the amount of \$217,878 be entered against Defendants Everard Taylor and Evalan Services, LLC, jointly and severally, suspended upon Defendants' payment of \$5000 to the Commission within seven (7) business days after receiving notice of the entry of Permanent Injunction.

4. During the show cause hearing before the Court on December 8, 9, and 16, 2010, the Commission established by clear and convincing evidence that:

- (A) Everard Taylor acknowledged receiving notice of the entry of the Permanent Injunction on September 24, 2008;
- (B) Everard Taylor failed to pay \$5000 to the Commission within seven (7) business days after receiving notice of the entry of Permanent Injunction; and
- (C) Everard Taylor paid only \$1400 of the required \$5000 to the Commission

5. In connection with the advertising, promoting, offering for sale, or sale of any mortgage foreclosure rescue service, Section I of the Permanent Injunction prohibits him, and those in active concert or participation with him, from misrepresenting:

- (A) that home mortgage foreclosures can or will be stopped, postponed, or prevented in all or virtually all instances;
- (B) the likelihood that home mortgage foreclosure can or will be stopped, postponed, or prevented;
- (C) the degree of past success of any efforts to stop, postpone, or prevent home mortgage foreclosures;
- (D) the terms of any refund or guarantee; and
- (E) the likelihood that a consumer will receive a full or partial refund if a home mortgage foreclosure is not stopped, postponed, or prevented.

6. The Permanent Injunction defined "mortgage foreclosure rescue service" as any service, product, or program wherein the offeror, expressly or by implication, claims that it can assist a homeowner in any manner to: (A) stop, prevent, or postpone any home mortgage

foreclosure sale; (B) obtain any forbearance from any beneficiary or mortgagee; (C) exercise any statutory right of reinstatement; (D) obtain any extension of the period within which the owner may reinstate his or her obligation; (E) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained in that deed of trust or mortgage; (F) obtain a loan or advance of funds; (G) avoid or ameliorate the impairment of the owner's credit 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 obtaining from the beneficiary, mortgagee, trustee under a power of sale, or counsel for the beneficiary, mortgagee, or trustee, the remaining proceeds from the foreclosure sale of the owner's residence. The foregoing shall include any manner of claimed assistance, including, but not limited to, debt, budget, or financial counseling; receiving money for the purpose of distributing it to creditors; contacting creditors on behalf of the homeowner; arranging or attempting to arrange for an extension of the period within which the owner of property sold at foreclosure may cure his or her default; arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale; and giving advice of any kind with respect to filing for bankruptcy.

7. On August 30, 2010, the Commission filed a Motion for Contempt. The Commission alleged, among other things, that Defendant Everard Taylor violated Section I of the Permanent Injunction by making false or misleading statements or misrepresentations of material fact through the marketing, sale, and offering to sell mortgage foreclosure rescue services. Specifically, Defendant Everard Taylor violated Section I of the Permanent Injunction by making misrepresentations about 1) the ability to stop, postpone, or prevent mortgage foreclosures; and 2) the terms of any refund for or guarantee of the services he provides.

8. During the civil contempt proceeding, the Court held that Defendant Everard Taylor violated Section I of the Permanent Injunction. The findings in this Order ("Supplemental Permanent Injunction") incorporate the findings of fact in the Court's civil contempt ruling.

9. Defendant Everard Taylor's contumacious conduct, along with Ebony Taylor, Elias Taylor, National Financial Assistance, LLC, and National Hometeam Solutions, LLC, demonstrates that the Permanent Injunction failed to meet its objective of protecting consumers and should be modified under Fed. R. Civ. P. 60(b).

10. Because Defendant Everard Taylor continued to make false or misleading statements or misrepresentations of material fact in marketing, selling, and offering to sell mortgage foreclosure rescue services, the Court finds that the prohibition against making false or misleading statements or misrepresentations of material fact in Section I of the Permanent Injunction is insufficient. Therefore, this Court finds that Defendant Everard Taylor should be banned from participating in any financial related good or service.

11. As to Defendant Everard Taylor, the Court's Permanent Injunction, entered on September 8, 2008, remains in full force and effect, except as specifically superseded here. As to Defendant Evalan Services, LLC, the Court's Permanent Injunction remains in full force and effect as entered on September 8, 2008.

12. Entry of this Supplemental Permanent Injunction is in the public interest.

#### **DEFINITIONS**

For the purpose of this Supplemental Permanent Injunction, the following definitions shall apply:

1. "Assisting others" means knowingly providing any of the following goods or services to another business venture: (A) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (B) formulating or providing, or arranging for the formulation or provision of, any marketing material; (C) providing names of, or assisting in the generation of, potential customers; (D) hiring, recruiting, or training personnel; (E) advising or acting as a consultant to others on the commencement or management of a business venture; or (F) performing marketing services of any kind.

2. "Consumer" includes both individual and business consumers.

3. “Defendant” means Everard Taylor, whether acting directly or through any successor, assign, agent, employee, entity, corporation, subsidiary, division, or other device.

4. “Documents” means writings, drawings, graphs, charts, photographs, sound recordings, images, and any other data or data compilations stored in any medium from which information can be obtained and translated, if necessary, into reasonably usable form and is synonymous in meaning and equal in scope to the usage of the term in the Fed. R. Civ. P. 34(a). A draft or non-identical copy of a document is a separate document within the meaning of the term.

5. “Employer” means any individual or entity for whom Defendant performs services as an employee, consultant, or independent contractor.

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

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

8. “Financial related good or service” means any good, service, plan, or program that is represented, expressly or by implication, to (A) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards; (B) improve, or arrange to improve, any consumer’s credit record, credit history, or credit rating; (C) provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer’s credit record, credit history, or credit rating; (D) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit; (E) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, debt relief goods or services; or (F) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors.

9. The term “and” also means “or,” and the term “or” also means “and”

**ORDER**

**I. BAN ON FINANCIAL RELATED GOOD OR SERVICE  
(Supersedes § I of the Permanent Injunction)**

**IT IS THEREFORE ORDERED** that Defendant Everard

B. Failing to transfer to the Commission all customer information described in Subsection A of this Section, titled “Prohibitions Against Distribution of Customer Information,” in all forms in Defendant’s possession, custody, or control, no later than thirty (30) days after the Court enters this Permanent Injunction.

### **III. MONETARY JUDGMENT**

**IT IS FURTHER ORDERED** that:

A. The Commission recover judgment against **Everard Taylor and Evalan Services, LLC**, jointly and severally, in the amount of TWO HUNDRED SIXTEEN THOUSAND, FOUR HUNDRED AND SEVENTY-EIGHT DOLLARS (\$216,478) as enforcement of the prior suspended full money judgment contained in the Permanent Injunction that includes credit for \$1400 previously paid, plus interest from September 8, 2008, computed pursuant to 28 U.S.C. § 1961(a). The Commission may execute upon the judgment immediately.

B. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, restitution and any attendant expenses for the administration of any restitution fund. Everard Taylor and Evalan Services, LLC shall cooperate fully to assist the Commission in identifying consumers who may be entitled to restitution under this Order. In the event that direct restitution to consumers is wholly or partially impracticable or funds remain after restitution is completed, the Commission may apply any remaining funds for the other equitable relief (including consumer information remedies) as it determines to be reasonably related to Everard Taylor and Evalan Services, LLC’s practices alleged in the Complaint. Any funds not used for the equitable relief shall be deposited to the United States Treasury as disgorgement. Everard Taylor and Evalan Services, LLC shall have no right to challenge the Commission’s choice of remedies under this Section and shall have no right to contest the manner of distribution chosen by the Commission.

Form 1045, or any other tax filing, for all or any part of any payment toward satisfaction of this judgment.

D. In accordance with 31 U.S.C. § 7701, Everard Taylor and Evalan Services, LLC are required, within ten (10) days after effectiveness of this Order, unless they already have done so, to furnish the Commission with taxpayer identifying numbers (Social Security numbers or employer identification numbers), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of their relationship with the government. Everard Taylor is further required, within ten (10) days after effectiveness of this Order, unless he already has done so, to provide the Commission with clear, legible, and full-size photocopies of all valid driver's licenses that he possesses, which will be used for reporting and compliance purposes.

E. This judgment for equitable relief is solely remedial in nature. No portion of any payments made under the judgment shall be deemed a payment of any fine, penalty, punitive assessment, or forfeiture.

F. Proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the Commission may initiate to enforce this Order.

**IV. COMPLIANCE REPORTING BY DEFENDANT  
(Supersedes § VII of the Permanent Injunction)**

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of the Permanent Injunction and this Supplemental Permanent Injunction may be monitored:

A. For a period of eight (8) years from the date of entry of this Supplemental Permanent Injunction,

- (1) Defendant shall notify the Commission of the following:
  - (a) Any changes in his residence, mailing address, and telephone number, within ten (10) days of the date of such change;
  - (b) Any changes in his employment status (including self-employment), and any change in his ownership in any business





Injunction and this Supplemental Permanent Injunction. This report shall include, but not be limited to:

- (1) Defendant's then-current residence address, mailing address, and telephone number;
- (2) Defendant's then-current employment and business addresses and telephone numbers, a description of the business activities of each such employer or business, and his title and responsibilities for each such employer or business;



C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, 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, or other marketing materials used in future business endeavors by Defendant; and

F. All records and documents necessary to demonstrate full compliance with each provision of the Permanent Injunction and this Supplemental Permanent Injunction, including, but not limited to, copies of acknowledgments of receipt of those orders required by the Sections titled "Distribution of Order by Defendant" and "Acknowledgment of Receipt of Supplemental Permanent Injunction" and all reports submitted to the Commission pursuant to the Section titled "Compliance Reporting."

**VI. DISTRIBUTION OF ORDER BY DEFENDANT  
(Supersedes § IX of the Permanent Injunction)**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Supplemental Permanent Injunction, Defendant shall deliver copies of the Permanent Injunction and this Supplemental Permanent Injunction as directed below:

A. Defendant as Control Person: For any business that Defendant controls, directly or indirectly, or in which Defendant has a majority ownership interest, Defendant must deliver a copy of the Permanent Injunction and this Supplemental Permanent Injunction to: (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Permanent Injunction or Supplemental Permanent Injunction; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Supplemental Permanent Injunction upon Defendant. For new personnel, delivery shall

occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

B. Defendant as employee or non-control person: For any business where Defendant is not a controlling person of the business, but otherwise engages in conduct related to the subject matter of the Permanent Injunction or this Supplemental Permanent Injunction, Defendant must deliver a copy of the Permanent Injunction and this Supplemental Permanent Injunction to all principals and managers of such business before engaging in such conduct.

C. Defendant must secure a signed and dated statement acknowledging receipt of the Permanent Injunction and this Supplemental Permanent Injunction, within thirty (30) days of delivery, from all persons receiving a copy of the Permanent Injunction and the Supplemental Permanent Injunction pursuant to this Section.

D. Defendant must secure a signed and dated statement acknowledging receipt of the Permanent Injunction and this Supplemental Permanent Injunction, within five (5) business days of receipt of this Supplemental Permanent Injunction, from Ebony Taylor.

**VII. ACKNOWLEDGMENT OF RECEIPT OF SUPPLEMENTAL PERMANENT INJUNCTION BY DEFENDANT**

**IT IS FURTHER ORDERED** that Defendant, within five (5) business days of receipt of this Supplemental Permanent Injunction as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of the Permanent Injunction and this Supplemental Permanent Injunction.

VIII. RETENTION OF JURISDICTION

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

IT IS SO ORDERED.