

presented by the parties at the civil contempt proceeding, the Court finds by clear and convincing evidence as follows:

FINDINGS

1. The Court has jurisdiction over this matter for all purposes, as specifically reserved in Section XI of Everard's Permanent Injunction and Elias' Permanent Injunctions.

2. This Court has jurisdiction over the subject matter of this case and personal jurisdiction over Contempt Defendants.

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

4. The activities of Contempt Defendants are in or affecting commerce, as defined in the FTC Act, 15 U.S.C. § 44.

5. This Court entered the PI on March 6, 2008.

6. This Court entered the Permanent Injunctions on September 8, 2008.

7. Contempt Defendants received notice of the PI and Permanent Injunction.

5. On August 30, 2010, the Commission filed a Motion for Contempt. The Commission alleged, among other things, that Contempt Defendants violated the PI and the Permanent Injunctions by making false or misleading statements or misrepresentations of material fact through the marketing, sale, and offer to sell mortgage foreclosure rescue services. Specifically, Contempt Defendants violated the PI and 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.

6. During the civil contempt proceeding, the Court found that Contempt Defendants violated Section I of the PI and Section I of the Permanent Injunctions. The findings in this Final Order incorporate the findings of fact in the Court's civil contempt ruling.

7. Contempt Defendants' contumacious conduct demonstrates that the Permanent Injunctions failed to meet their objectives of protecting consumers and a Permanent Injunction should issue against Ebony Taylor, National Financial Assistance, LLC, and National Hometeam Solutions, LLC.

8. Entry of this Final Order 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

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

IT IS THEREFORE ORDERED that Contempt Defendants Ebony Taylor, National Financial Assistance, LLC, and National Hometeam Solutions, LLC, whether acting directly or through any other person, corporation, subsidiary, division, or other device, are permanently restrained and enjoined from:

A. Advertising, marketing, promoting, offering for sale, or selling any financial related good or service; and

B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any financial related good or service.

II. PROHIBITIONS AGAINST DISTRIBUTION

OF CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Contempt Defendants Ebony Taylor, National

- (b) Any changes in the Contempt Defendant's employment status (including self-employment), and any change in the Contempt Defendant's ownership in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that the Contempt Defendant is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of the Contempt Defendant's duties and responsibilities in connection with the business or employment; and
 - (c) Any changes in the Contempt Defendant's name or use of any alias or fictitious name; and
2. Contempt Defendants shall notify the Commission of any changes in corporate structure of National Financial Assistance, LLC, National Hometeam Solutions, LLC, or any business entity that any Contempt Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under the Permanent Injunction, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to the Permanent Injunction; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, provided that, with respect to any proposed change in the corporation about which a Contempt Defendant learns less than thirty (30) days prior to the date such

B. One hundred eighty (180) days after the date of entry of Permanent Injunction and annually thereafter for a period of eight (8) years, Contempt Defendants each shall provide a written report to the Commission, sworn to under penalty of perjury, setting forth in detail the

D. For the purposes of this Order, Contempt Defendants each shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by the Permanent Injunction to the Commission, to the following address:

Associate Director for Enforcement
Bureau of Consumer Protection
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580

Re: FTC v. National Hometeam Solutions

B. Personnel records accurately reflecting: the name, address, and telephone number 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; and the date and reason for the person's termination, if applicable;

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

For current personnel, delivery shall be within five (5) days of service of this Order upon the Corporate Contempt 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. Individual Contempt Defendant as control person: For any business that the Contempt Defendant controls, directly or indirectly, or in which the Defendant has a majority ownership interest, the Individual Contempt Defendant must deliver a copy of the 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; and
3. any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting."

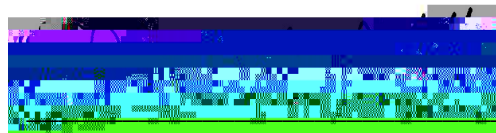
For current personnel, delivery shall be within five (5) days of service of this Permanent Injunction upon Defendant Ebony Taylor. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

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

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

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

SIGNED this the 8th day of March, 2011.



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