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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
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1 **STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION**
2 **AND SETTLEMENT OF CLAIMS BETWEEN PLAINTIFF AND**
3 **DEFENDANT TOP LEGAL ADVOCATES, P.C.**

4 Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its
5 COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF pursuant to Sections
6 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C.
7 §§ 53(b) and 57b, and the 2009 Omnibus Appropriations Act, Public Law 111-8,
8 Section 626, 123 Stat. 524, 678 (Mar. 11, 2009) (“Omnibus Act”), as clarified by
9 the Credit Card Accountability Responsibility and Disclosure Act of 2009, Public
10 Law 111-24, Section 511, 123 Stat. 1734, 1763-64 (May 22, 2009) (“Credit Card
11 Act”), and amended by the Dodd-Frank Wall Street Reform and Consumer
12 Protection Act, Public Law 111-203, Section 1097, 124 Stat. 1376, 2102-03 (July
13 21, 2010) (“Dodd-Frank Act”), 12 U.S.C. § 5538. The Commission filed its
14 Amended Complaint on December 16, 2013. The Commission and Defendant Top
15 Legal Advocates, P.C., formerly known as Top Legal Advocates PLLC,
16 (“Defendant”) stipulate to entry of this STIPULATED FINAL ORDER FOR PERMANENT
17 INJUNCTION AND SETTLEMENT OF CLAIMS to resolve all matters in dispute in this
18 action between them.

19 THEREFORE, IT IS ORDERED as follows:

20 **FINDINGS**

- 21 1. This Court has jurisdiction over this matter.

2. The Amended Complaint charges that Defendant participated in deceptive

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1 foreclose any appropriate relief that this Court may order against such other
2 Defendants.

3 **DEFINITIONS**
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1 6. acting or serving as an owner, officer, director, manager, or principal
2 of any entity.

3 B. “***Defendant***” means Top Legal Advocates, P.C., a Michigan professional
4 corporation formerly known as Top Legal Advocates, PLLC, and its
5 successors and assigns. “***Non-Settling Defendants***” means A to Z
6 Marketing, Inc., also d/b/a Client Services; Apex Members, LLC, also d/b/a
7 Apex Solutions, also d/b/a MacArthur Financial Group; Apex Solutions,
8 Inc.; Expert Processing Center, Inc.; Smart Funding Corp.; William D.
9 Goodrich, Atty., Inc., also d/b/a WDG, Attorney at Law; Ratan Baid;
10 Madhulika Baid, a/k/a Madhu Baid; William D. Goodrich, Backend, Inc.,
11 Nationwide Law Center, P.C., United States Law Center, P.C., Emax Loans,
12 Inc., Millennium Law Center, P.C., Legal Marketing Group, Inc., SC Law
13 Group, P.C., Interstate Law Group, LLC, Backend Services, Inc., Evergreen
14 Law Offices, PLLC, Amir (Alex) Montazeran, and Business Team, LLC,
15 and any other Defendant that is added to the case through the filing of any
16 amended complaint.

17 C. “***Federal homeowner relief or financial stability program***” means any
18 program (including its sponsoring agencies, telephone numbers, and Internet
19 websites) operated or endorsed by the United States government to provide
20 relief to homeowners or stabilize the economy, including but not limited to:
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- 1 3. obtain any forbearance or modification in the timing of payments
2 from any secured or unsecured holder or servicer of any mortgage,
3 loan, debt, or obligation;
- 4 4. negotiate, obtain, or arrange any extension of the period of time
5 within which a person may (i) cure his or her default on the mortgage,
6 loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt,
7 or obligation, (iii) redeem a dwelling or other collateral, or
8 (iiv) exercise any right to reinstate the mortgage, loan, debt, or
9 obligation or redeem a dwelling or other collateral;
- 10 5. obtain any waiver of an acceleration clause or balloon payment
11 contained in any promissory note or contract secured by any dwelling
12 or other collateral; or
- 13 6. negotiate, obtain, or arrange (i) a short sale of a dwelling or other
14 collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other
15 disposition of a mortgage, loan, debt, or obligation other than a sale to
16 a third party that is not the secured or unsecured loan holder.

17 The foregoing shall include any manner of claimed assistance, including, but
18 not limited to, auditing or examining a person's application for the
19 mortgage, loan, debt, or obligation.
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1 G. ***Telemarketing*** means any plan, program, or campaign which is conducted
2 to induce the purchase of goods or services by use of one or more
3 telephones, and which involves a telephone call, whether or not covered by
4 the Telemarketing Sales Rule.
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6 **ORDER**

7 **BAN ON SECURED AND UNSECURED**
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1 service, are permanently restrained and enjoined from misrepresenting or
2 assisting others in misrepresenting, expressly or by implication, any material
3 fact, including:

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5 A. the terms or rates that are available for any loan or other extension of
6 credit, including:

- 7 i. closing costs or other fees;
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9 ii. the payment schedule, monthly payment amount(s), any balloon
10 payment, or other payment terms;
- 11 iii. the interest rate(s), annual percentage rate(s), or finance
12 charge(s), and whether they are fixed or adjustable;
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14 iv. the loan amount, credit amount, draw amount, or outstanding
15 balance; the loan term, draw period, or maturity; or any other
16 term of credit;
- 17
18 v. the amount of cash to be disbursed to the borrower out of the
19 proceeds, or the amount of cash to be disbursed on behalf of the
20 borrower to any third parties;
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22 vi. whether any specified minimum payment amount covers both
23 interest and principal, and whether the credit has or can result in
24 negative amortization; or
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1 vii. that the credit does not have a prepayment penalty or whether
2 subsequent refinancing may trigger a prepayment penalty
3 and/or other fees;

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5 B. the savings associated with the loan or other extension of credit;

6 C. the ability to improve or otherwise affect a consumer's credit record,
7 credit history, credit rating, or ability to obtain credit, including that a
8 consumer's credit record, credit history, or credit rating, or ability to
9 obtain credit can be improved by permanently removing current,
10 accurate negative information from the consumer's credit record or
11 history; or

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13 D. that a consumer will receive legal representation.

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15 **PROHIBITED MISREPRESENTATIONS RELATING**
16 **TO ANY PRODUCTS OR SERVICES**

17 **III. IT IS FURTHER ORDERED** that Defendant, Defendant's officers, agents,
18 servants, employees, and attorneys, and all other persons or entities in active
19 concert or participation with any of them, who receive actual notice of this
20 Order, whether acting directly or indirectly, in connection with advertising,
21 marketing, promoting, offering for sale, or selling any product, service, plan,
22 or program are permanently restrained and enjoined from misrepresenting or
23 assisting others in misrepresenting, e
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- A. any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including but not limited to the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;
- B. that any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; any federal homeowner relief or financial stability program; public, non-profit, or other non-commercial program; or any other program;
- C. the nature, expertise, position, or job title of any person who provides any product, service, plan, or program;
- D. any person who provides any product, service, plan, or program;

1 G. the total costs to purchase, receive, or use, or the quantity of, the
2 product, service, plan, or program;

3 H. any material restriction, limitation, or condition on purchasing,
4 receiving, or using the product, service, plan, or program; or

5 I. any other material fact concerning any aspect of the performance,
6 efficacy, nature, or characteristics of the product, service, plan, or
7 program.
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10 **CUSTOMER INFORMATION**

11 **IV. IT IS FURTHER ORDERED** that Defendant, Defendant’s officers, agents,
12 servants, employees, and attorneys, and all other persons or entities in active
13 concert or participation with any of them, who receive actual notice of this
14 Order, whether acting directly or indirectly, are permanently restrained or
15 enjoined from directly or indirectly:
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18 A. failing to provide sufficient customer information to enable the
19 Commission to efficiently administer consumer redress. If a
20 representative of the Commission requests in writing any information
21 related to redress, Defendant must provide it, in the form prescribed
22 by the Commission, within 14 days;
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25 B. disclosing, using, or benefiting from customer information, including
26 the name, address, telephone number, email address, Social Security
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1 number, other identifying information, or any data that enables access
2 to a customer's account (including a credit card, bank account, or
3 other financial account), that Defendant obtained prior to entry of this
4 Order in connection with the marketing and sale of secured or
5 unsecured debt relief products or services;

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7 C. disposing of such customer information without written authorization
8 from the Commission; and

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10 D. failing to dispose of such customer information in all forms in
11 Defendant's possession, custody, or control within thirty (30) days of
12 receipt of written authorization from the Commission. Disposal shall
13 be by means that protect against unauthorized access to the customer
14 information, such as by burning, pulverizing, or shredding any papers,
15 and by erasing or destroying any electronic media, to ensure that the
16 customer information cannot be practicably read or reconstructed.
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19 *Provided, however,* that customer information need not be disposed of, and
20 may be disclosed, to the extent requested by a government agency or required by
21 law, regulation, or court order.
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23 MONETARY JUDGMENT

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25 V. **IT IS FURTHER ORDERED** that:
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1 A. judgment in the amount of One Million Eight Hundred Seventy-Seven
2 Thousand Two Hundred Seven Dollars (\$1,877,207) is entered against
3 Defendant as equitable monetary relief.
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5 B. Defendant relinquishes dominion and all legal and equitable right,
6 title, and interest in all of Defendant's assets that are subject to the
7 asset freeze provisions in the Stipulated Preliminary Injunction
8 entered on July 18, 2013. Defendant may not seek the return of any
9 assets that are part of the receivership estate. If Defendant retains any
10 assets that are subject to the asset freeze and not currently controlled
11 or held by the Receiver as part of the receivership estate, Defendant
12 shall turn over those assets to the Receiver within ten days of entry of
13 this Order. Thereafter, Defendant may not seek the return of those
14 assets.
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18 C. the facts alleged in the Amended Complaint will be taken as true,
19 without further proof, in any subsequent civil litigation by or on
20 behalf of the Commission, including in a proceeding to enforce its
21 rights to any payment or monetary judgment pursuant to this Order,
22 such as a nondischargeability complaint in any bankruptcy case.
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25 D. the facts alleged in the Amended Complaint establish all elements
26 necessary to sustain an action by the Commission pursuant to Section
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523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and
this Order will have collateral es

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1 Subsection. This judgment for equitable monetary relief is solely
2 remedial in nature and is not a fine, penalty, or punitive assessment.

3 **COOPERATION**

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5 **VI. IT IS FURTHER ORDERED** that Defendant must fully cooperate with
6 representatives of the Commission in this case and in any investigation
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1 B. For 8 years after entry of this Order, Defendant must deliver a copy of
2 this Order to: (1) all principals, officers, directors, and LLC managers
3 and members; (2) all employees, agents, and representatives who
4 participate in telemarketing and/or the advertising, marketing,
5 promotion, offering for sale or sale of any financial product or service;
6 and (3) any business entity resulting from any change in structure as
7 set forth in the Section titled Compliance Reporting. Delivery must
8 occur within 7 days of entry of this Order for current personnel. For
9 all others, delivery must occur before they assume their
10 responsibilities.
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14 C. From each individual or entity to which Defendant delivered a copy of
15 this Order, Defendant must obtain, within 30 days, a signed and dated
16 acknowledgement of receipt of this Order.
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18 COMPLIANCE REPORTING

19 **VIII. IT IS FURTHER ORDERED** that Defendant make timely submissions to
20 the Commission:
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22 A. Ninety days after entry of this Order, Defendant must submit a
23 compliance report, sworn under penalty of perjury:
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25 i. Defendant must: (a) identify the primary physical, postal, and
26 email address and telephone number, as designated points of
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1 contact, which representatives of the Commission may use to
2 communicate with Defendant; (b) identify all of Defendant's
3 businesses by all of their names, telephone numbers, and
4 physical, postal, email, and Internet addresses; (c) describe the
5 activities of each business, including the goods and services
6 offered, the means of advertising, marketing, and sales, and the
7 involvement of any other Non-Settling Defendant; (d) describe
8 in detail whether and how Defendant is in compliance with each
9 section of this Order; and (e) provide a copy of each Order
10 Acknowledgment obtained pursuant to this Order, unless
11 previously submitted to the Commission.
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15 B. For 20 years after entry of this Order, Defendant must submit a
16 compliance notice, sworn under penalty of perjury, within 14 days of
17 any change in the following:
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- 19 i. Defendant must report any change in: (a) any designated point
20 of contact; or (b) the structure of Defendant or any entity that
21 Defendant has any ownership interest in or controls directly or
22 indirectly that may affect compliance obligations arising under
23 this Order, including: creation, merger, sale, or dissolution of
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1 the entity or any subsidiary, parent, or affiliate that engages in
2 any acts or practices subject to this Order.

3 C. Defendant must submit to the Commission notice of the filing of any
4 bankruptcy petition, insolvency proceeding, or similar proceeding by
5 or against Defendant within 14 days of its filing.
6

7 D. Any submission to the Commission required by this Order to be
8 sworn under penalty of perjury must be true and accurate and comply
9 with 28 U.S.C. § 1746, such as by concluding: “I declare under
10 penalty of perjury under the laws of the United States of America that
11 the foregoing is true and correct. Executed on: _____” and
12 supplying the date, signatory’s full name, title (if applicable), and
13 signature.
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17 E. Unless otherwise directed by a Commission representative in writing,
18 all submissions to the Commission pursuant to this Order must be
19 emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S.
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1 **RECORDKEEPING**

2 **IX. IT IS FURTHER ORDERED** that Defendant must create certain records
3 for 20 years after entry of this Order, and retain such records for 5 years.

4 Specifically, Defendant must create and retain the following records:
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6 A. accounting records showing the revenues from all goods or services
7 sold;

8 B. personnel records showing, for each person providing services,
9 whether as an employee or otherwise, that person’s: name; addresses;
10 telephone numbers; job title or position; dates of service; and (if
11 applicable) the reason for termination;
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13 C. records of all consumer complaints and refund requests, whether
14 received directly or indirectly, such as through a third party, and any
15 response;
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17 D. all records necessary to demonstrate full compliance with each
18 provision of this Order, including all submissions to the Commission;
19 and
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21 E. a copy of each unique advertisement or other marketing material.
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23 **COMPLIANCE for termination**

24 **C.F.R. 101.13(f), whether**
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1 A. Within 14 days of receipt of a written request from a representative of
2 the Commission, Defendant must: submit additional compliance
3 reports or other requested information, which must be sworn under
4 penalty of perjury; appear for depositions; and produce documents for
5 inspection and copying. The Commission is also authorized to obtain
6 discovery, without further leave of court, using any of the procedures
7 prescribed by Federal Rules of Civil Procedure 29, 30 (including
8 telephonic depositions), 31, 33, 34, 36, 45, and 69.

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11 B. For matters concerning this Order, the Commission is authorized to
12 communicate directly with Defendant. Defendant must permit
13 representatives of the Commission to interview any employee or other
14 person affiliated with Defendant who has agreed to such an interview.
15 The person interviewed may have counsel present.

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18 C. The Commission may use all other lawful means, including posing,
19 through its representatives as consumers, suppliers, or other
20 individuals or entities, to Defendant or any individual or entity
21 affiliated with Defendant, without the necessity of identification or
22 prior notice. Nothing in this Order limits the Commission's lawful
23 use of compulsory process, pursuant to Sections 9 and 20 of the FTC
24 Act, 15 U.S.C. §§ 49, 57b-1.
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RETENTION OF JURISDICTION

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

SO ORDERED this 15th day of September, 2014.

UNITED STATES DISTRICT JUDGE

For the Plaintiff:

For the Defendant:

s/Steven W. Balster
STEVEN W. BALSTER
JONATHAN L. KESSLER
MARIA DEL MONACO

Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

s/Jeffrey Lewiston
Jeffrey Lewiston, on behalf of
Defendant Top Legal Advocates,
P.C., a Michigan corporation
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s/Steven Tamer
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