

1 and)
2)
3 EQUITABLE ACCEPTANCE)
4 CORPORATION, a corporation,)
5)
6 Defendants.)
7)

8 Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), for its
9 Complaint alleges:

10 1. The FTC brings this action under Sections 13(b) and 19 of the Federal
11 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing
12 and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C.
13 §§ 6101-6108, and the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601-1666j, to
14 obtain temporary, preliminary, and permanent injunctive relief, rescission or
15 reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-
16 gotten monies, and other equitable relief for Defendants’ acts or practices in violation
17 of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the Telemarketing Sales Rule
18 (“TSR”), 16 C.F.R. Part 310; or TILA, and its implementing Regulation Z, 12 C.F.R.
19 Part 1026, in connection with marketing, promotion, offering for sale, sale, and
20 extension of credit for the purchase of student loan debt relief services.

21 **SUMMARY OF THE CASE**

22 2. Plaintiff alleges violations of various consumer protection statutes in
23 connection with the sale of student loan debt relief services and the financing of the
24 fees that were charged for those services. As set forth in Counts I-VI below, this
25 Complaint alleges law violations on the part of the sellers of these services—Student
26 Advocates Team, LLC (“SAT”), Progress Advocates Group, LLC dba Student
27 Advocates (“PAG”), Student Advocates Group (“SAG”), and Assurance Solutions
28 Services, LLC (“ASSL”) (referred to collectively herein as the “Corporate Debt
Relief Defendants”)—and their owners—Bradley J. Hunt (“Hunt”) and Sean Q.

1 Bristol Parkway, Suite 300, Costa Mesa

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1 day business operations of each of the Corporate Debt Relief Defendants. Hunt
2 formed each entity; set up bank accounts and business relationships; and served as
3 signatory on their bank accounts. Hunt received consumer complaints against the
4 Corporate Debt Relief Defendants, and was also alerted to consumer complaints that
5 Defendant EAC received from customers to whom EAC had extended credit to pay
6 for the Corporate Debt Relief Defendants' services. At all times material to this
7 Complaint, acting alone or in concert with others, Hunt formulated, directed,
8 controlled, had the authority to control, or participated in the acts and practices of the
9 Corporate Debt Relief Defendants, including the acts and practices set forth in this
10 Complaint. Hunt resides in this District and, in connection with the matters alleged
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COMMERCE

19. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS DECEPTIVE BUSINESS PRACTICES

1 many of the Corporate Debt Relief Defendants' customers to pay for their services.
2 EAC extended credit to customers of the Corporate Debt Relief Defendants who met
3 EAC's criteria for creditworthiness, and EAC collected m

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1 provide a loan discharge if the school, through an act or omission, violated state law
2 directly related to the borrower's federal student loan or to the educational services
3 for which the loan was provided.

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1 33. ED will grant forbearance while processing applications for an
2 alternative repayment plan, and in some cases of hardship. During forbearance,
3 unpaid interest adds to the principal balance.

4 34. ED also allows consumers with multiple federal loans to consolidate
5 them into one “Direct Consolidation Loan” with a fixed interest rate and a single
6 monthly payment. ED does not charge for consolidation and offers a dedicated
7 helpline and webpage to assist borrowers with the process.

8 **The Corporate Debt Relief Defendants’ Deceptive Representations**
9 **Regarding Loan Relief and Forgiveness**

10 35. The Corporate Debt Relief Defendants used lead generators, online
11 advertisements, and social media, among other tools, to gather information about
12 consumers struggling to make their monthly student loan payments. The
13 advertisements touted the availability of payment relief and loan forgiveness
14 programs available from the federal government. In some instances, consumers
15 entered their contact information on a landing page to receive further information,
16 after which they received a call from one of the Corporate Debt Relief Defendants.
17 In other instances, consumers simply called the toll-free number available in the
18 advertisement and were then connected to one of the Corporate Debt Relief
19 Defendants.

20 36. The telemarketing calls between Corporate Debt Relief Defendants and
21 consumers—which were the primary means by which each of the Corporate Debt
22 Relief Defendants sold its services to consumers—were lengthy, typically lasting 30
23 minutes to over an hour. Toward the beginning of each call, the Corporate Debt
24 Relief Defendants told consumers that they could provide the exact amount of the
25 new reduced payment and/or loan forgiveness the consumer was eligible to receive
26 under federal law.

27 37. During sales calls, the Corporate Debt Relief Defendants quoted
28 consumers a new reduced monthly student loan payment for which the consumer had

1 because the Corporate Debt Relief Defendants’ sales pitches in general obfuscated
2 how much consumers would be paying to whom and for what.

3 40. In numerous instances the Corporate Debt Relief Defendants
4 misrepresented that the payment amount they quoted would be going toward
5 consumers’ student loans rather than toward paying a fee.

6 41. The Corporate Debt Relief Defendants also never advised consumers
7 who signed EAC credit contracts that they would be paying interest on the EAC loan
8 to pay the Corporate Debt Relief Defendants’ \$1,300–1,400 fee or that the annual
9 percentage rate of that loan was typically between 17% and 22%. And in some
10 instances the Corporate Debt Relief Defendants led consumers to believe that
11 payment of the \$1,300–1,400 fee was required for acceptance into a new loan
12 repayment program.

13 42. One of the ways the Corporate Debt Relief Defendants misled
14 consumers was through their use of the terms “program,” “entitled,” “approval,”
15 “enrollment,” and “qualify.” The Corporate Debt Relief Defendants used these terms
16 in different ways and at different times to create the impression that they were
17 referring to qualification or approval for, or enrollment in, an ED program, or were
18 referring to the consumer’s new student loan payment, when in fact they were
19 referring to qualification for a loan from EAC to pay the Corporate Debt Relief
20 Defendants’ fee, or referring to the monthly payment on the EAC loan.

21 43. For example, when the Corporate Debt Relief Defendants told
22 consumers the new monthly payment that the consumer was “qualified” for or had
23 been “approved for,” they quoted an amount that included both the monthly estimated
24 student loan payment pursuant to an IDR plan and a monthly payment for the
25 Defendants’ fee. However, the Corporate Debt Relief Defendants presented this
26 monthly payment simply as “the payment you qualify for” or as a “total monthly
27 payment.” For customers whose estimated new student loan payment was zero, the
28 amount of “the payment you qualify for” was solely the monthly payment to EAC for

1 the Corporate Debt Relief Defendants' fee, and did not include any payment toward
2 the student loan.

3 **Electronically Signing Defendants' Contracts**

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1 fashion as it had been doing business with the Corporate Debt Relief Defendants
2 throughout 2015.¹ Hunt introduced several dealers to EAC. By this time, EAC knew
3 or should have known that the sales model that each of the dealers would follow was
4 deceptive. EAC had already received consumer complaints regarding deceptive sales
5 practices on the part of one or more of the Corporate Debt Relief Defendants.
6 Despite these complaints, EAC relied on Hunt as the “industry expert” to vet and to
7 train new dealers. Moreover, EAC failed to conduct an independent review of Hunt’s
8 training or the new dealers’ sales practices.

9 **EAC Assistance to the Corporate Debt Relief Defendants’**

10 **Deceptive Scheme Was Substantial**

11 61. The assistance that EAC provided to the Corporate Debt Relief
12 Defendants’ deceptive telemarketing operations was substantial and allowed the
13 Corporate Debt Relief Defendants to grow over the relevant time period. The
14 Corporate Debt Relief Defendants viewed the EAC partnership as critical to their
15 business because the EAC-loan model essentially provided them with immediate cash
16 to support operations, without requiring the Corporate Debt Relief Defendants to
17 directly collect fees from their customers. As an additional benefit to the Corporate
18 Debt Relief Defendants, EAC handled all collections and related issues for payments
19 from consumers who obtained financing from EAC. In addition, shifting consumers’
20 payment obligations to EAC allowed the Corporate Debt Relief Defendants to deflect
21 consumer complaints and cancellation requests by pointing consumers to EAC to
22 seek resolution.

23 **EAC Ignored Red Flags**

24 62. After the start of its business relationship with the Corporate Debt Relief
25 Defendants, EAC received consumer complaints about one or more of these

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27 ¹ One of these companies was Manhattan Beach Venture, LLC (“MBV”). Plaintiff recently
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1 commonly owned Corporate Debt Relief Defendants and about other student loan
2 relief dealers with which EAC did business. EAC received complaints directly from
3 consumers, as well as complaints that were forwarded from the Better Business
4 Bureau (BBB) and the Bureau of Consumer Financial Protection. The complaints
5 claimed, among other things, that one or more of the Corporate Debt Relief
6 Defendants or other dealers engaged in misleading sales tactics and that the consumer
7 had not authorized the EAC loan. The BBB had also received numerous complaints
8 about EAC from customers of one or more of the Corporate Debt Relief Defendants.
9 The content and volume of complaints that the BBB received against student loan
10 debt relief companies with which EAC did business became such an issue that, in
11 August 2016, the Minnesota BBB contacted EAC and alerted EAC to the high
12 volume of consumer complaints it had received and the apparently deceptive nature
13 of their sales tactics. Despite these consumer complaints and the BBB's warning,
14 EAC continued to assist the Corporate Debt Relief Defendants by extending
15 financing to new customers of the Corporate Debt Relief Defendants. EAC
16 continued to finance these sales up until the time Hunt and Lucero's company, SAT,
17 stopped making direct sales to consumers in 2017. EAC has continued to collect
18 monthly payments from Corporate Debt Relief Defendants' customers who have
19 many months left on their 36- to 48-month loan terms.

20 63. EAC never reviewed or asked to see the sales scripts that any of the
21 Corporate Debt Relief Defendants used. Nor did EAC ever listen to or even ask any
22 of the Corporate Debt Relief Defendants for recordings of their sales calls. Instead,
23 EAC continued to work with the Debt Relief Defendants to expand their businesses.

24 **Failure of EAC's Credit Contract to Make Essential Disclosures**

25 64. EAC's Credit Plan documents typically included pages entitled: "Credit
26 Request Authorization"; "Equitable Acceptance Revolving Credit Plan"; "Revolving
27 Credit Plan"; "Purchase Agreement"; "Equitable Acceptance Corporation Privacy
28 Policy"; and "Notice of Cancellation." Over 31,000 customers of the Corporate Debt

1 Relief Defendants signed EACs Credit Plan documents. These signed agreements
2 created a credit obligation between the customers and EAC.

3 65. TILA requires that creditors clearly and conspicuously disclose a
4 number of significant terms in closed-end credit transactions, such as the amount
5 being financed; the finance charge (the dollar amount that the credit was going to cost
6 the consumer); the number, amounts and timing of payments scheduled to repay the
7 obligation; and the total of payments (the amount that consumers would have to pay
8 for the Corporate Debt Relief Defendants' services combined with the price of the
9 credit). EAC failed to include these terms in its Credit Plan documents.

10 **EAC Was the Original Creditor under the Credit Plan Documents**

11 66. The EAC Credit Plan documents were designed to create the appearance
12 that EAC was an assignee, and that the Corporate Debt Relief Defendant that had
13 made the sale to the consumer was the assignor, of the consumer's credit contract.
14 Under TILA, assignees of credit contracts are generally subject to less liability than
15 original creditors, limited to only those violations apparent on the face of the
16 disclosure statement. However, EAC was not in fact an assignee of any of the Credit
17 Plan documents. None of the Corporate Debt Relief Defendants signed or was a
18 party to any of the Credit Plan documents, and, therefore, none of them could assign,
19 and none of them ever did assign, any Credit Plan documents to EAC.

20 67. In truth, EAC was the original creditor under each Credit Plan because it
21 regularly extends consumer credit that is subject to a finance charge and is the entity
22 to whom the obligation was initially payable. It was EAC, through its electronic
23 document signing vendor, that sent the EAC Credit Plan documents to consumers, not
24 the Corporate Debt Relief Defendants; the footer on each page of the Credit Plan
25 documents that consumers received made clear that "The original document is owned
26 by Equitable Acceptance"; and it was EAC, not the Corporate Debt Relief
27 Defendants, that received consumers' electronic signatures on the Credit Plan
28 documents. EAC admitted that it extended credit to the customers of the Corporate

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1 78. Misrepresentations or deceptive omissions of material fact constitute
2 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

3 **VIOLATIONS OF THE FTC ACT**

4 **COUNT I**

5 **Deceptive Student Loan Debt Relief Representation**

6 **(Against Debt Relief Defendants)**

7 79. In numerous instances in connection with the advertising, marketing,
8 promotion, offering for sale, or sale of student loan debt relief services, Debt Relief
9 Defendants have represented, directly or indirectly, expressly or by implication, that:

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1 83. Debt Relief Defendants are “seller[s]” or “telemarketer[s]” engaged in
2 “telemarketing” as defined by the TSR, 16 C.F.R. § 310.2(dd), (ff), and (gg). A
3 “seller” means any person who, in connection with a telemarketing transaction,
4 provides, offers to provide, or arranges for others to provide goods or services to a
5 customer in exchange for consideration. 16 C.F.R. § 310.2(dd). A “telemarketer”
6 means any person who, in connection with telemarketing, initiates or receives
7 telephone calls to or from a customer or donor. 16 C.F.R. § 310.2(ff).
8 “Telemarketing” means a plan, program, or campaign which is conducted to induce
9 the purchase of goods or services or a charitable contribution, by use of one or more
10 telephones and which involves more than one interstate telephone call. 16 C.F.R.
11 § 310.2(gg).

12 84. Debt Relief Defendants are sellers or telemarketers of “debt relief
13 services” as defined by the TSR, 16 C.F.R. § 310.2(o). Under the TSR, a “debt relief
14 service” means any program or service represented, directly or by implication, to
15 renegotiate, settle, or in any way alter the terms of payment or other terms of the debt
16 between a person and one or more unsecured creditors, including, but not limited to, a
17 reduction in the balance, interest rate, or fees owed by a person to an unsecured
18 creditor or debt collector. 16 C.F.R. § 310.2(o).

19 85. The TSR prohibits sellers and telemarketers from requesting or receiving
20 payment of any fees or consideration for any debt relief service until and unless:

- 21 a. the seller or telemarketer has renegotiated, settled, reduced, or
22 otherwise altered the terms of at least one debt pursuant to a
23 settlement agreement, debt management plan, or other such valid
24 contractual agreement executed by the customer; and
- 25 b. the customer has made at least one payment pursuant to that
26 settlement agreement, debt management plan, or other valid
27 contractual agreement between the customer and the creditor; and to
28 the extent that debts enrolled in a service are renegotiated, settled,

1 reduced, or otherwise altered individually, the fee or consideration
2 either:

- 3 i. bears the same proportional relationship to the total fee for
4 renegotiating, settling, reducing, or altering the terms of the
5 entire debt balance as the individual debt amount bears to the
6 entire debt amount. The individual debt amount and the entire
7 debt amount are those owed at the time the debt was enrolled in
8 the service; or
- 9 ii. is a percentage of the amount saved as a result of the
10 renegotiation, settlement, reduction, or alteration. The
11 percentage charged cannot change from one individual debt to
12 another. The amount saved is the difference between the amount
13 owed at the time the debt was enrolled in the service and the
14 amount actually paid to satisfy the debt. 16 C.F.R.
15 § 310.4(a)(5)(i). 16 C.F.R. § 310.3(b).

16 86. The TSR prohibits sellers and telemarketers from misrepresenting,
17 directly or by implication, in the sale of goods or services any of the following
18 material information:

- 19 a. The total costs to purchase, receive or use, and the quantity of, any
20 good or services that are the subject of a sales offer. 16 C.F.R.
21 § 310.3(a)(2)(i); and
- 22 b. Any material aspect of any debt relief service, including, but not
23 limited to, the amount of money or the percentage of the debt amount
24 that a customer may save by using the service. 16 C.F.R.
25 § 310.3(a)(2)(x).

26 87. The TSR also prohibits a person from providing substantial assistance or
27 support to any seller or telemarketer when that person “knows or consciously avoids
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1 knowing” that the seller or telemarketer is engaged in any act or practice that violates
2 § 310.3(a) or § 310.4.

3 88. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c),
4 and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR
5 constitutes an unfair or deceptive act or practice in or affecting commerce, in
6 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

7 89. Debt Relief Defendants have engaged in telemarketing by a plan,
8 program, or campaign conducted to induce the purchase of goods or services by use
9 of one or more telephones and which involves more than one interstate telephone call.

10 **VIOLATIONS OF THE TELEMARKETING SALES RULE**

11 **COUNT II**

12 **Advance Fee for Debt Relief Services in Violation of the TSR**

13 **(Against Debt Relief Defendants)**

14 90. In numerous instances, in connection with the telemarketing of student
15 loan debt relief services, Debt Relief Defendants have requested or received payment
16 Section 3(c) of

1 **COUNT III**

2 **Material Debt Relief Misrepresentations in Violation of the TSR**

3 **(Against Debt Relief Defendants)**

4 92. In numerous instances, in connection with the telemarketing of student
5 loan debt relief services, the Debt Relief Defendants misrepresented, directly or
6 indirectly, expressly or by implication, material aspects of their debt relief services,
7 including, but not limited to that:

- 8 a. consumers had qualified for, or were approved to receive, loan
9 forgiveness or other programs that would permanently lower or
10 eliminate their loan payments or balances; and
11 b. consumers' monthly payments to Defendants would be applied
12 toward consumers' student loans.

13 93. The Debt Relief Defendants' acts and practices, as described in
14 Paragraph 92 of this Complaint, are deceptive telemarketing acts or practices that
15 violate Section 310.3(a)(2)(x) of the TSR, 16 C.F.R. § 310.3(a)(2)(x).

16 **COUNT IV**

17 **Assisting and Facilitating Deceptive and Abusive**

18 **Telemarketing Acts in Violation of the TSR**

19 **(Against EAC)**

20 94. In numerous instances, EAC provided substantial assistance or support
21 to Debt Relief Defendants whom EAC knew, or consciously avoided knowing, were
22 engaged in violations of the TSR set forth in Counts II-III of this Complaint.

23 95. EAC's acts or practices, as described in Paragraph 94 of this Complaint,
24 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R.
25 § 310.3(b).

26 **TILA AND REGULATION Z**

27 96. The purpose of the Truth in Lending Act is to "assure a meaningful
28 disclosure of credit terms so that the consumer will be able to compare more readily

1 transactions to clearly and conspicuously disclose in writing, among other things, the
2 following about the loan: the identity of the creditor making the disclosures; the
3 amount financed (“using that term and a brief description such as ‘the amount of
4 credit provided to you on your behalf’”); the finance charge (“using that term, and a
5 brief description such as ‘the dollar amount the credit will cost you’”); the annual
6 percentage rate (“using that term, and a brief description such as ‘the cost of your
7 credit as a yearly rate’”); the payment schedule (“the number, amounts and timing of
8 payments scheduled to repay the obligation”); and the total of payments (“using that
9 term, and a descriptive explanation . . . such as ‘the total price of your purchase on
10 credit’”). These disclosures must reflect the terms of the legal obligations between
11 the parties. 12 C.F.R. § 1026.17(c).

12 101. Pursuant to Section 108(c) of TILA, 15 U.S.C. § 1607(c), every
13 violation of TILA and Regulation Z constitutes a violation of the FTC Act.

14 **COUNT V**

15 **Violations of TILA and Regulation Z**

16 **(Against EAC)**

17 102. In the course of extending credit to consumers who purchased services
18 from Debt Relief Defendants, EAC has violated the requirements of TILA and
19 Regulation Z by failing to clearly and conspicuously disclose in writing the following
20 information so that the consumer can make an informed decision regarding the credit
21 being offered:

- 22 a. the identity of the creditor making the disclosures;
- 23 b. the amount financed (“using that term and a brief description such as
24 ‘the amount of credit provided to you on your behalf’”);

- e. the payment schedule (“the number, amounts and timing of payments scheduled to repay the obligation”); and
- f. the total of payments (“using that term, and a descriptive explanation . . . such as ‘the total price of your purchase on credit’”).

103. Therefore, EAC’s practices set forth in Paragraph 102 of this Complaint violate Sections 121 and 128 of TILA, 15 U.S.C. §§ 1631 and 1638, and Sections 1026.17 and 1026.18 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

CONSUMER INJURY

104. Consumers throughout the United States have suffered and will continue to suffer substantial injury as a result of Debt Relief Defendants’ violations of the FTC Act and the TSR, and EAC’s violations of the TSR and TILA. In addition, Debt Relief Defendants and EAC have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Debt Relief Defendants and EAC are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THE COURT’S POWER TO GRANT RELIEF

105. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

106. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Debt Relief Defendants’ and EAC’s violations of the TSR, including the rescission or reformation of contracts, and the refund of money.

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PRAYER FOR RELIEF

Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), and the Court’s own equitable powers, requests that the Court:

- A. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including a temporary and preliminary injunction, asset freeze, appointment of a receiver, an evidence preservation order, and expedited discovery;
- B. Enter a permanent injunction to prevent future violations of the FTC Act, the TSR, TILA and its implementing Regulation Z by Defendants;
- C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants’ violations of the FTC Act, the TSR, TILA and its implementing Regulation Z, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies;
- D. Award Plaintiff the cost of bringing this action; and
- E. Award such other and additional relief as the Court may determine to be just and proper.

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Respectfully submitted,

DATED: September 10, 2019

ALDEN F. ABBOTT
General Counsel

