

1 JEFFREY BLUMBERG
2 E-mail: jeffrey.blumberg@cfpb.gov
3 Phone: (202) 435-9687
4 REBECCA COLEMAN
5 E-mail: rebecca.coleman@cfpb.gov
6 Phone: (202) 435-7541
7 1700 G Street NW
8 Washington, DC 20552
9 Fax: (202) 435-7722

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10 LEANNE HARTMANN, CA Bar # 264787 - Local Counsel
11 301 Howard St., Suite 1200
12 San Francisco, CA 94105
13 Phone: (415) 844-9787
14 Email: leanne.hartmann@cfpb.gov
15 Attorneys for Plaintiff
16 Bureau of Consumer Financial Protection

17
18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**
20

21 Bureau of Consumer Financial
22 Protection,

23 Plaintiff,

24 v.

25 GST Factoring, Inc.; Champion
26 Marketing Solutions, LLC; Rick Graff;
27 Gregory Trimarche; Scott Freda;
28 Amanda Johanson; David Mize; Jacob
Slaughter; and Daniel Ruggiero;

Defendants.

Case No. 8:20-cv-01239 -DOC

**STIPULATED FINAL JUDGMENT
AND ORDER AS TO
DEFENDANTS CHAMPION
MARKETING SOLUTIONS, LLC
AND SCOTT FRED A [69]**

29 The Bureau of Consumer Financial Protection (the Bureau), commenced this civil
30 action on July 13, 2020 to obtain injunctive and monetary relief and civil penalties. The

1 Complaint alleges violations of the Telemarketing and Consumer Fraud and Abuse
2 Prevention Act, 15 U.S.C. §§ 6101 et seq., and its implementing rule, the Telemarketing
3 Sales Rule (TSR), 16 C.F.R. Part 310, in connection with the sale of a Telemarketed
4 Debt-Relief Service.

5 The Bureau and Defendants Champion Marketing Solutions, LLC and Scott Freda
6 (Defendants) agree to entry of this Stipulated Final Judgment and Order (Order), to settle
7 and resolve all matters in dispute arising from the conduct alleged in the Complaint.
8

9 **I. FINDINGS**

10 1. This Court has jurisdiction over the parties and the subject matter of this
11 action and venue is proper in this jurisdiction under 28 U.S.C. § 1391(b) and (c), and 12
12 U.S.C. § 5564(f).

13 2. Defendants neither admit nor deny the allegations in the Complaint, except
14 as specifically stated herein. Defendants admit the facts necessary to establish the
15 Court's jurisdiction over them and the subject matter of this action.

16 3. The Complaint alleges claims upon which relief may be granted.

17 4. The relief provided in this Order is appropriate and available pursuant to
18 sections 1054 and 1055 of the Consumer Financial Protection Act (CFPA), 12 U.S.C.
19 §§ 5564 and 5565.

20 5. Defendants waive all rights to seek judicial review or otherwise challenge or
21 contest the validity of this Order and any claim they may have under the Equal Access to
22 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this
23 Order. Each party agrees to bear its own costs and expenses, including, without
24 limitation, attorney's fees.

25 6. Entry of this Order is in the public interest.

26 **II. DEFINITIONS**

27 7. The following definitions apply to this Order:
28

- 1 a. “Affected Consumer” means a consumer who paid fees pursuant to an
2 Engagement Agreement.
- 3 b. “Assisting Others” includes, but is not limited to:
- 4 i. formulating or providing, or arranging for the formulation or
5 provision of, any advertising or marketing material, including, but
6 not limited to, any telephone sales script, direct mail solicitation, or
7 the text of any Internet website, email, or other electronic
8 communication;
- 9 ii. formulating or providing, or arranging for the formulation or
10 provision of, any marketing support material or service, including
11 web or Internet Protocol addresses or domain name registration for
12 any Internet websites, affiliate marketing services, or media
13 placement services;
- 14 iii. consulting in any form whatsoever;
- 15 iv. providing names of, or contributing to the generation of, potential
16 customers;
- 17 v. participating in or providing services related to the offering, sale,
18 or servicing of a product, or the collection of payments for a
19 product;
- 20 vi. acting or serving as an owner, officer, director, manager, principal,
21 partner, or limited partner of any entity; and
- 22 vii. investing or loaning money.
- 23 c. “Consumer Financial Product or Service” is synonymous in meaning and
24 equal in scope to the definition of the term in Section 1002(5) of the
25 CFPA, [12 U.S.C. § 5481\(5\)](#), and, subject to applicable restrictions
26 contained in the CFPA, includes, but is not limited to:
27
28

- 1 i. Extending credit and servicing loans, including acquiring,
2 purchasing, selling, brokering, or other extensions of credit (other
3 than solely extending commercial credit to a person who originates
4 consumer credit transactions);
- 5 ii. Providing financial advisory services to consumers on individual
6 financial matters or relating to proprietary financial products or
7 services, including providing credit counseling to any consumer or
8 providing services to assist a consumer with debt management or
9 debt settlement, modifying the terms of any extension of credit, or
10 avoiding foreclosure;
- 11 iii. Collecting, analyzing, maintaining, or providing consumer report
12 information or other account information, including information
13 relating to the credit history of consumers, used or expected to be
14 used in connection with any decision regarding the offering or
15 provision of a Consumer Financial Product or Service; or
- 16 iv. Collecting debt related to any Consumer Financial Product or
17 Service.
- 18 d. “Corporate Defendant” means Champion Marketing Solutions, LLC, and
19 its successors and assigns.
- 20 e. “Debt-Relief Service” means any program or service represented, directly
21 or by implication, to renegotiate, settle, or in any way alter the terms of
22 payment or other terms of the debt or obligation, including but not
23 limited to a reduction in the balance, interest rate, or fees owed by a
24 consumer to an unsecured creditor or debt collector.
- 25 f. “Defendants” means the Corporate Defendant and the Individual
26 Defendant, individually, collectively, or in any combination.
- 27 g. “Effective Date” means the date on which this Order is entered by the
28 Court.

- 1 h. "Enforcement Director" means the Assistant Director of the Office of
2 Enforcement for the Bureau of Consumer Financial Protection, or his or
3 her delegate.
- 4 i. "Engagement Agreement" means an agreement to provide a Debt-Relief
5 Service relating to private student-loan debt, the receivables from which
6 were assigned to GST Factoring, Inc. through a factoring agreement.
- 7 j. "Individual Defendant" means Scott Freda and by any other name by
8 which he might be known.
- 9 k. "Person" means an individual, partnership, company, corporation,
10 association (incorporated or unincorporated), trust, estate, cooperative
11 organization, or other entity.
- 12 l. "Related Consumer Action" means a private action by or on behalf of
13 one or more consumers or an enforcement action by another
14 governmental agency brought against Defendants based on substantially
15 the same facts as described in the Complaint.
- 16 m. "Telemarketing" means a plan, program, or campaign which is conducted
17 to induce the purchase of goods or services or a charitable contribution,
18 by use of one or more telephones and which involves more than one
19 interstate phone call.

20 CONDUCT PROVISIONS

21 III. BAN ON DEBT-RELIEF SERVICES

22 **IT IS ORDERED** that:

- 23 8. Defendants, whether acting directly or indirectly, are permanently restrained
24 and enjoined from:
- 25 a. Advertising, marketing, promoting, offering for sale, selling, or providing
26 any Debt-Relief Service;
- 27 b. Assisting Others in advertising, marketing, promoting, offering for sale,
28 selling, or providing any Debt-Relief Service; or

- 1 c. Receiving any remuneration or other consideration from, holding any
2 ownership interest in, providing services to, or working in any capacity
3 for any Person that is engaged in advertising, marketing, promoting,
4 offering for sale, selling, or providing any Debt-Relief Service.

5 Nothing in this Order shall be read as an exception to this Paragraph.

6 **IV. BAN ON TELEMARKETING**

7 **IT IS FURTHER ORDERED** that:

8 9. Defendants, whether acting directly or indirectly, are permanently restrained
9 and enjoined from:

- 10 a. Telemarketing any Consumer Financial Product or Service;
11 b. Assisting Others in Telemarketing any Consumer Financial Product or
12 Service; or
13 c. Receiving any remuneration or other consideration from, holding any
14 ownership interest in, providing services to, or working in any capacity
15 for any Person that is engaged in Telemarketing any Consumer Financial
16 Product or Service.

17 Nothing in this Order shall be read as an exception to this Paragraph.

18 **V. INJUNCTION CONCERNING COLLECTING PAYMENTS FROM**
19 **AFFECTED CONSUMERS**

20 **IT IS FURTHER ORDERED** that:

21 10. As of the Effective Date, Defendants, and their officers, agents, servants,
22 employees, and attorneys, and all other persons in active concert or participation with any
23 of them, who receive actual notice of this Order, whether acting directly or indirectly, are
24 permanently restrained and enjoined from charging fees to Affected Consumers or
25 collecting, attempting to collect, or selling, assigning, or otherwise transferring any right
26 to collect payment from any Affected Consumer.

1 **VI. PROHIBITED USE OF CONSUMER INFORMATION**

2 **IT IS FURTHER ORDERED** that:

3 11. Defendants, and their officers, agents, servants, employees, and attorneys
4 who receive actual notice of this Order, whether acting directly or indirectly, may not
5 disclose, use, or benefit from consumer information, including the name, address,
6 telephone number, email address, social security number, other identifying information,
7 or any data that enables access to a consumer's account (including a credit card, bank
8 account, or other financial account) of any person that Defendants obtained prior to the
9 Effective Date in connection with the advertising, marketing, promotion, offering for
10 sale, sale, or providing of any Debt-Relief Service. However, consumer information may
11 be disclosed if requested by a government agency or required by law, regulation, or court
12 order.

13 **MONETARY PROVISIONS**

14 **VII. ORDER TO PAY REDRESS**

15 **IT IS FURTHER ORDERED** that:

16 12. A judgment for monetary relief is entered in favor of the Bureau and against
17 Defendants, jointly and severally, in the amount of \$11,618,522 for the purpose of
18 providing redress to Affected Consumers; however, full payment of this judgment will be
19 suspended upon satisfaction of the obligations in Paragraphs 13 of this Section and
20 Paragraphs 27 through 31 and 33 of Section X and subject to Section VIII of this Order.

21 13. Within 10 days of the Effective Date, Defendants must pay to the Bureau, by
22 wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring
23 instructions, \$5,000 in partial satisfaction of the judgment as ordered in Paragraph 12 of
24 this Section.

25 14. With regard to any redress that Defendants pay pursuant to Paragraph 13, if
26 Defendants receive, directly or indirectly, any reimbursement or indemnification from
27 any source, including but not limited to payment made under any insurance policy, or if
28 Defendants secure a tax deduction or tax credit with regard to any federal, state, or local

1 tax, Defendants must: (a) immediately notify the Enforcement Director in writing, and
2 (b) within 10 days of receiving the funds or monetary benefit, Defendants must transfer
3 to the Bureau the full amount of such funds or monetary benefit (Additional Payment) to
4 the Bureau or to the Bureau's agent according to the Bureau's wiring instructions. After
5 the Bureau receives the Additional Payment, the amount of the suspended judgment
6 referenced in Paragraph 12 will be reduced by the amount of the Additional Payment and
7 the Additional Payment will be applied toward satisfaction of the monetary judgment
8 entered in Paragraph 12.

9 15. Any funds received by the Bureau in satisfaction of this judgment will be
10 deposited into a fund or funds administered by the Bureau or to the Bureau's agent
11 according to applicable statutes and regulations to be used for redress for injured
12 consumers, including, but not limited to, refund of moneys, restitution, damages, or other
13 monetary relief, and for any attendant expenses for the administration of any such
14 redress.

15 16. If the Bureau determines, in its sole discretion, that redress to consumers is
16 wholly or partially impracticable or if funds remain after the administration of redress is
17 completed, the Bureau will deposit any remaining funds in the United States Treasury as
18 disgorgement. Defendants will have no right to challenge the Bureau's choice of
19 remedies under this Section, and will have no right to contest any actions that the Bureau
20 or its representatives may take under this paragraph.

21 17. Payment of redress to any Affected Consumer under this Order may not be
22 conditioned on that Affected Consumer waiving any right.

23 **VIII. EFFECT OF MISREPRESENTATION OR OMISSION REGARDING** 24 **FINANCIAL CONDITION**

25 **IT IS FURTHER ORDERED** that:

26 18. The suspension of the monetary judgment entered in Section VII of this
27 Order is expressly premised on the truthfulness, accuracy, and completeness of
28

1 Defendants' financial statements and supporting documents submitted to the Bureau,
2 which Defendants assert are truthful, accurate, and complete, and which include:

- 3 a. Financial Statement of Individual Defendant, including the attachments,
4 signed on December 3, 2020 and submitted to the Bureau on or about
5 December 3, 2020.
- 6 b. Financial Statement of Corporate Defendant, including the attachments,
7 signed on December 3, 2020 and submitted to the Bureau on or about
8 December 3, 2020.
- 9 c. Supplemental financial information regarding Individual Defendant
10 provided to the Bureau on June 22, 2020, November 6, 2020, November
11 12, 2020, and November 19, 2020.
- 12 d. 2018 and 2019 federal tax returns for Individual Defendant, submitted to
13 the Bureau on or about November 6, 2020.
- 14 e. 2017, 2018, and 2019 federal tax returns for Corporate Defendant,
15 submitted to the Bureau on or about November 12, 2020.

16
17 19. If upon motion by the Bureau, the Court determines that Defendants have
18 failed to disclose any material asset or that any of their financial statements contain any
19 material misrepresentation or omission, including materially misstating the value of any
20 asset, the Court shall terminate the suspension of the monetary judgment entered in
21 Section VII and without further adjudication, shall reinstate the judgment entered in
22 Section VII of this Order and the full judgment of \$11,618,522 shall be immediately due
23 and payable, less any amounts paid to the Bureau under Section VII of this Order.

24 20. If the Court terminates the suspension of the monetary judgment under this
25 Section, the Bureau will be entitled to interest on the judgment, computed from the date
26 of entry of this Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any
27 outstanding amounts not paid.
28

1 21. Provided, however, that in all other respects this Order shall remain in full
2 force and effect unless otherwise ordered by the Court; and, provided further, that
3 proceedings instituted under this provision would be in addition to, and not in lieu of, any
4 other civil or criminal remedies as may be provided by law, including any other
5 proceedings that the Bureau may initiate to enforce this Order.

6 **IX. ORDER TO PAY CIVIL MONEY PENALTIES**
7 **IT IS FURTHER ORDERED** that:

8 22. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the
9 violations of law alleged in the Complaint, and taking into account the factors in 12
10 U.S.C. § 5565(c)(3), each Defendant must pay a civil money penalty of \$1 to the Bureau.
11 This amount is based on Defendants' limited ability to pay as attested to in their financial
12 statements listed in Section VIII above.

13 23. Within 10 days of the Effective Date, each Defendant must pay the civil
14 money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with
15 the Bureau's wiring instructions.

16 24. The civil money penalty paid under this Order will be deposited in the Civil
17 Penalty Fund of the Bureau as required by Section 1017(d) of the CFPA, 12 U.S.C.
18 § 5497(d).

19 25. Defendants must treat the civil money penalty paid under this Order as a
20 penalty paid to the government for all purposes. Regardless of how the Bureau ultimately
21 uses those funds, Defendants may not:

- 22 a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax
23 benefit for any civil money penalty paid under this Order; or
24 b. Seek or accept, directly or indirectly, reimbursement or indemnification
25 from any source, including but not limited to payment made under any
26 insurance policy, with regard to any civil money penalty paid under this
27 Order.
28

1 26. Individual Defendant agrees that the civil penalty imposed by the Order
2 represents a civil penalty owed to the United States Government, is not compensation for
3 actual pecuniary loss, and thus, as to Individual Defendant, it is not subject to discharge
4 under the Bankruptcy Code, [11 U.S.C. § 523\(a\)\(7\)](#).

5 **X. ADDITIONAL MONETARY PROVISIONS**

6 **IT IS FURTHER ORDERED** that:

7 27. In the event of any default on Defendants' obligations to make payment
8 under this Order, interest, computed under [28 U.S.C. § 1961](#), as amended, will accrue on
9 any outstanding payments not paid from the date of default to the date of payment, and
10 will immediately become due and payable.

11 28. Defendants relinquish all dominion, control, and title to the funds paid under
12 this Order to the fullest extent permitted by law and no part of the funds may be returned
13 to Defendants.

14 29. The facts alleged in the Complaint will be taken as true and be given
15 collateral estoppel effect, without further proof, in any proceeding based on the entry of
16 the Order, or in any subsequent civil litigation by or on behalf of the Bureau, including in
17 a proceeding to enforce its rights to any payment or monetary judgment under this Order,
18 such as a nondischargeability complaint in any bankruptcy case.

19 30. The facts alleged in the Complaint establish all elements necessary to sustain
20 an action by the Bureau under Section 523(a)(2)(A) of the Bankruptcy Code, [11 U.S.C.](#)
21 [§ 523\(a\)\(2\)\(A\)](#), and for such purposes this Order will have collateral estoppel effect
22 against each Defendant, even in such Defendant's capacity as debtor-in-possession.

23 31. Under [31 U.S.C. § 7701](#), Defendants, unless they have already done so,
24 must furnish to the Bureau their taxpayer identification numbers, which may be used for
25 purposes of collecting and reporting on any delinquent amount arising out of this Order.

26 32. Within 30 days of the entry of a final judgment, consent order, or settlement
27 in a Related Consumer Action, Defendants must notify the Enforcement Director of the
28 final judgment, consent order, or settlement in writing. That notification must indicate the

1 amount of redress, if any, that Defendants paid or are required to pay to consumers and
2 describe the consumers or classes of consumers to whom that redress has been or will be
3 paid. To preserve the deterrent effect of the civil money penalty in any Related Consumer
4 Action, Defendants may not argue that Defendants are entitled to, nor may Defendants
5 benefit by, any offset or reduction of any monetary remedies imposed in the Related
6 Consumer Action because of the civil money penalty paid in this action or because of any
7 payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related
8 Consumer Action offsets or otherwise reduces the amount of compensatory monetary
9 remedies imposed against Defendants based on the civil money penalty paid in this action
10 or based on any payment that the Bureau makes from the Civil Penalty Fund, Defendants
11 must, within 30 days after entry of a final order granting such offset or reduction, notify
12 the Bureau and pay the amount of the offset or reduction to the United States Treasury.
13 Such a payment will not be considered an additional civil money penalty and will not
14 change the amount of the civil money penalty imposed in this action.

15 33. Upon written request, any consumer reporting agency must furnish
16 consumer reports to the Bureau concerning Individual Defendant under Section 604(a)(1)
17 of the Fair Credit Reporting Act, [15 U.S.C. § 1681](#) b(a)(1), which may be used for
18 purposes of collecting and reporting on any delinquent amount arising out of this Order.

19 COMPLIANCE PROVISIONS

20 XI. REPORTING REQUIREMENTS

21 **IT IS FURTHER ORDERED** that:

22 34. Defendants must notify the Bureau of any development that may affect
23 compliance obligations arising under this Order, including, but not limited to, a
24 dissolution, assignment, sale, merger, or other action that would result in the emergence
25 of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate
26 that engages in any acts or practices subject to this Order; the filing of any bankruptcy or
27 insolvency proceeding by or against Defendants; or a change in Defendants' name or
28

1 address. Defendants must provide this notice, if practicable, at least 30 days before the
2 development, but in any case, no later than 14 days after the development.

3 35. Within 7 days of the Effective Date, each Defendant must:

- 4 a. Designate at least one telephone number and email, physical and postal
5 address as points of contact, which the Bureau may use to communicate
6 with such Defendant;
- 7 b. Identify all businesses for which such Defendant is the majority owner,
8 or that Defendant directly or indirectly controls, by all of their names,
9 telephone numbers, and physical, postal, email and Internet addresses;
- 10 c. Describe the activities of each such business, including the products and
11 services offered, and the means of advertising, marketing, and sales;
- 12 d. Identify Individual Defendant's telephone numbers and email, Internet,
13 physical and postal addresses, including all residences; and
- 14 e. Describe in detail Individual Defendant's involvement in any business
15 for which he performs services in any capacity or which he wholly or
16 partially owns, including his title, role, responsibilities, participation,
17 authority, control, and ownership.

18 36. Defendants must report any change in the information required to be
19 submitted under Paragraph 35 at least 30 days before the change or as soon as practicable
20 after learning about the change, whichever is sooner.

21 37. Within 90 days of the Effective Date, and again one year after the Effective
22 Date, each Defendant must submit to the Enforcement Director an accurate written
23 compliance progress report sworn under penalty of perjury (Compliance Report), which,
24 at a minimum:
25

- 26 a. Lists each applicable paragraph and subparagraph of the Order and
27 describes in detail the manner and form in which such Defendant has
28 complied with each such paragraph and subparagraph of this Order; and

- 1 b. Attaches a copy of each Order Acknowledgment obtained under Section
2 XII, unless previously submitted to the Bureau.

3 After the one-year period, Defendants must submit to the Enforcement Director
4 additional Compliance Reports within 14 days of receiving a written request from the
5 Bureau.

6 **XII. ORDER DISTRIBUTION AND ACKNOWLEDGEMENT**

7 **IT IS FURTHER ORDERED** that:

8 38. Within 7 days of the Effective Date, each Defendant must submit to the
9 Enforcement Director an acknowledgment of receipt of this Order, sworn under penalty
10 of perjury.

11 39. Within 30 days of the Effective Date, Corporate Defendant, and Individual
12 Defendant, for any business for which he is majority owner or which he directly or
13 indirectly controls, must deliver a copy of this Order to each of its board members and
14 executive officers, as well as to any managers, employees, service providers, or other
15 agents and representatives who have responsibilities related to the subject matter of the
16 Order.

17 40. For 5 years from the Effective Date, Corporate Defendant, and Individual
18 Defendant, for any business for which he is the majority owner or which he directly or
19 indirectly controls, must deliver a copy of this Order to any business entity resulting from
20 any change in structure referred to in Section XI, any future board members and
21 executive officers, before they assume their responsibilities.

22 41. Defendants must secure a signed and dated statement acknowledging receipt
23 of a copy of this Order, ensuring that any electronic signatures comply with all the
24 requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of delivery,
25 from all persons receiving a copy of this Order under this Section.

26 42. Within 90 days of the Effective Date, Defendants must provide the Bureau
27 with a list of all persons and their titles to whom this Order was delivered through that
28

1 date under Paragraphs 39 and 40 and a copy of all signed and dated statements
2 acknowledgments of receipt of this Order under Paragraph 41.

3 **XIII. RECORDKEEPING**

4 **IT IS FURTHER ORDERED** that:

5 43. Defendants, including for any business for which Individual Defendant,
6 individually or collectively with Corporate Defendant, is a majority owner or which he
7 directly or indirectly controls, must create, for at least 10 years from the Effective Date,
8 all documents and records necessary to demonstrate full compliance with each provision
9 of this Order, including all submissions to the Bureau. Defendants must retain these
10 documents for at least 10 years after creation and make them available to the Bureau
11 upon the Bureau's request.

12 44. Corporate Defendant must maintain, for at least 5 years from the Effective
13 Date or 5 years after creation, whichever is longer:

- 14 a. Financial records, including, but not limited to, tax returns and
15 accounting records showing gross and net revenues, all costs incurred in
16 generating revenues, and the resulting net profit or loss;
- 17 b. Any and all documentation required to complete the Bureau's individual
18 and corporate financial disclosure forms;
- 19 c. For any Affected Consumer, records showing the person's name, email
20 and postal address, telephone number, dates and dollar amounts of
21 payments made, and the quantity and description of goods and services
22 purchased; and
- 23 d. All consumer complaints and refund requests (whether received directly
24 or indirectly, such as through a third party), and any response to those
25 complaints or requests.

26 45. Individual Defendant must maintain, for at least 5 years from the Effective
27 Date or 5 years after creation, whichever is longer, financial records, including, but not
28

1 limited to, individual and corporate tax returns, credit reports, any and all documentation
2 required to complete the Bureau's individual and corporate financial disclosure forms,
3 and accounting records showing gross and net revenues, all costs incurred in generating
4 revenues, and the resulting net profit or loss.

5 46. Defendants must make the documents identified in Paragraphs 44 and 45
6 available to the Bureau upon the Bureau's request.

7 **XIV. NOTICES**

8 **IT IS FURTHER ORDERED** that:

9 47. Unless otherwise directed in writing by the Bureau, Defendants must
10 provide all submissions, requests, communications, or other documents relating to this
11 Order in writing, with the subject line, "*CFPB v. GST Factoring, Inc., et.al.*, Case No.
12 8:20-cv-01239" and send them by overnight courier or first-class mail to the below
13 address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

14 Assistant Director for Enforcement
15 Bureau of Consumer Financial Protection
16 ATTENTION: Office of Enforcement
17 1700 G Street, N.W.
18 Washington, DC 20552

19 48. The Enforcement Director may, in his or her discretion, modify any non-
20 material requirements of this Order (e.g., reasonable extensions of time and changes to
21 reporting requirements) if he or she determines good cause justifies the modification.
22 Any such modification by the Enforcement Director must be in writing.

23 **XV. COOPERATION WITH THE BUREAU**

24 **IT IS FURTHER ORDERED** that:

25 49. Defendants must cooperate fully to help the Bureau determine the identity
26 and location of, and the amount of injury sustained by, each Affected Consumer.
27 Defendants must provide such information in their or their agents' possession or control
28 within 14 days of receiving a written request from the Bureau.

1 50. Defendants must cooperate fully with the Bureau in this matter and in any
2 investigation or litigation related to or associated with the conduct described in the
3 Complaint, including, but not limited to, providing information, documents, and
4 testimony. Defendants must provide truthful and complete information, evidence, and
5 testimony. Individual Defendant must appear and Corporate Defendant must cause its
6 officers, employees or agents to appear, for interviews, discovery, hearings, trials, and
7 any other proceedings that the Bureau may reasonably request upon 10 days written
8 notice, or other reasonable notice, at such places and times as the Bureau may designate,
9 without the service of compulsory process.

10 **XVI. COMPLIANCE MONITORING**

11 **IT IS FURTHER ORDERED** that, to monitor Defendants' compliance with this Order,
12 including the financial representations upon which the monetary judgment was partially
13 suspended:

14 51. Within 14 days of receipt of a written request from the Bureau, Defendants
15 must submit additional compliance reports or other requested information, which must be
16 sworn under penalty of perjury; provide sworn testimony; or produce documents.

17 52. For purposes of this Section, the Bureau may communicate directly with
18 Defendants, unless Defendants retain counsel related to these communications.

19 53. Defendants must permit Bureau representatives to interview any employee
20 or other person affiliated with Defendants who has agreed to such an interview. The
21 person interviewed may have counsel present.

22 54. Nothing in this Order will limit the Bureau's lawful use of compulsory
23 process, including pursuant to [12 C.F.R. § 1080.6](#).

24 **XVII. RETENTION OF JURISDICTION**

25 **IT IS FURTHER ORDERED** that:

26 55. The Court will retain jurisdiction of this matter for the purposes of
27 construction, modification, and enforcement of this Order.
28

1 **XVIII. SERVICE**

2 **IT IS FURTHER ORDERED** that:

3 56. This Order may be served upon Defendants by electronic mail, certified
4 mail, or United Parcel Service, either by the United States Marshal, the Clerk of the
5 Court, or any representative or agent of the Bureau.

6 **IT IS SO ORDERED.**

7
8 Dated: this 15th day of December, 2020.

David O. Carter

United States District Judge