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15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**

17
18 FEDERAL TRADE COMMISSION,

19 Plaintiff,

20 v.

21 PHILIP DANIELSON, LLC, *et al.*

22 Defendants.
23
24

Case No. 2:14-cv-00896-GMN-VCF

25 **STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND**
26 **MONETARY RELIEF AS TO LINDEN FINANCIAL GROUP, LLC**
27

1 Plaintiff, Federal Trade Commission, filed its Complaint for Injunction and Other
2 Equitable Relief on June 9, 2014, pursuant to Sections 13(b) and 19 of the Federal Trade
3 Commission Act (“FTC Act”), 15 U.S.C. § 53(b) and 57(b), and the 2009 Omnibus
4 Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678 (Mar. 11, 2009)
5 (“Omnibus Act”), as clarified by the Credit Card Accountability Responsibility and Disclosure
6 Act of 2009, Public Law 111-24, Section 511, 123 Stat. 1734, 1763-64 (May 22, 2009) (“Credit
7 Card Act”), and amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act,
8 Public Law 111-203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank
9 Act”), 12 U.S.C. § 5538. The defendants named in the Complaint are Philip Danielson, LLC
10 (d/b/a Danielson Law Group, DLG Legal, and American Mortgage Assistance Center);
11 Foundation Business Solutions, LLC; emergent, LLC (d/b/a Full Biz Solutions); Direct Results
12 Solutions, LLC; Strata G Solutions, LLC; Linden Financial Group, LLC; Acutus Law, P.C.;
13 Philip J. Danielson; Tony D. Norton; Sean J. Coberly; Tanya L. Hawkins; and Chad E.
14 VanSickle (“Defendants”). The Complaint also names April D. Norton as a relief defendant.
15 The FTC and defendant Linden Financial Group, LLC (“Settling Defendant”) stipulate to the
16 entry of this Stipulated Final Order for Settlement of Claims (“Order”) to resolve all matters in
17 dispute in this action between them.

18 THEREFORE, IT IS ORDERED as follows:

19 **FINDINGS**

- 20 1. This Court has jurisdiction over this matter.
- 21 2. The Complaint charges that Defendants participated in acts or practices in
22 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Mortgage Assistance Relief
23 Services Rule (“MARS Rule”), 16 C.F.R. § 322, recodified as Mortgage Assistance Relief
24 Services (“Regulation O”), 12 C.F.R. § 1015, in connection with the advertising, marketing,
25 promotion, offering for sale, sale, or performance of mortgage assistance relief services. The
26 Complaint also charges that the relief defendant obtained funds or other assets from the
27 defendants that can be traced directly to the defendants’ deceptive acts or practices, and she has

1 no legitimate claim to those funds.

2 3. Settling Defendant neither admits nor denies any of the allegations in the
3 Complaint, except as specifically stated in this Order. Only for purposes of this action, Settling
4 Defendant admits the facts necessary to establish jurisdiction.

5 4. Settling Defendant waives any claim that it may have under the Equal Access to
6 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this
7 Order, and agrees to bear its own costs and attorney fees.

8 5. Settling Defendant and the Commission waive all rights to appeal or otherwise
9 challenge or contest the validity of this Order.

10 DEFINITIONS

11 For the purposes of this Order, the following definitions shall apply:

12 A. **“Financial Product or Service”** means any product, service, plan, or program
13 represented, expressly or by implication, to:

- 14 1. provide any consumer, arrange for any consumer to receive, or assist any
15 consumer in receiving, a loan or other extension of credit;
- 16 2. provide any consumer, arrange for any consumer to receive, or assist any
17 consumer in receiving, credit, debit, or stored value cards;
- 18 3. improve, repair, or arrange to improve or repair, any consumer’s credit record,
19 credit history, or credit rating; or
- 20 4. provide advice or assistance to improve any consumer’s credit record, credit
21 history, or credit rating.

22 B. **“National Do Not Call Registry”** means the National Do Not Call Registry, which is
23 the “do-not-call” registry maintained by the Commission pursuant to 16 C.F.R. §
24 310.4(b)(1)(iii)(B).

25 C. **“Outbound telephone call”** means a telephone call initiated by a telemarketer to induce
26 the purchase of goods or services or to solicit a charitable contribution.

27 D. **“Person”** means any individual, group, unincorporated association, limited or general

1 partnership, corporation or other business entity.

2 E. **“Secured or unsecured debt relief product or service”** means:

3 1. with respect to any mortgage, loan, debt, or obligation between a person and one
4 or more secured or unsecured creditors or debt collectors, any product, service,
5 plan, or program represented, expressly or by implication, to:

6 i. stop, prevent, or postpone any mortgage or deed of foreclosure sale for a
7 person’s dwelling, any other sale of collateral, any repossession of a
8 person’s dwelling or other collateral, or otherwise save a person’s
9 dwelling or other collateral from foreclosure or repossession;

10 ii. negotiate, obtain, or arrange a modification, or renegotiate, settle, or in any
11 way alter any terms of the mortgage, loan, debt, or obligation, including a
12 reduction in the amount of interest, principal balance, monthly payments,
13 or fees owed by a person to a secured or unsecured creditor or debt
14 collector;

15 iii. obtain any forbearance or modification in the timing of payments from
16 any secured or unsecured holder or servicer of any mortgage, loan, debt,
17 or obligation;

18 iv. negotiate, obtain, or arrange any extension of the period of time within
19 which a person may (a) cure his or her default on the mortgage, loan, debt,
20 or obligation, (b) reinstate his or her mortgage, loan, debt, or obligation,
21 (c) redeem a dwelling or other collateral, or (d) exercise any right to
22 reinstate the mortgage, loan, debt, or obligation or redeem a dwelling or
23 other collateral;

24 v. obtain any waiver of an acceleration clause or balloon payment contained
25 in any promissory note or contract secured by any dwelling or other
26 collateral; or

27 vi. negotiate, obtain, or arrange (a) a short sale of a dwelling or other

1 collateral, (b) a deed-in-lieu of foreclosure, or (c) any other disposition of
2 a mortgage, loan, debt, or obligation other than a sale to a third party that
3 is not the secured or unsecured loan holder.

4 The foregoing shall include any manner of claimed assistance, including auditing
5 or examining a person's application for the mortgage, loan, debt, or obligation.

6 2. with respect to any loan, debt, or obligation between a person and one or more
7 unsecured creditors or debt collectors, any product, service, plan, or program
8 represented, expressly or by implication, to:

- 9 i. repay one or more unsecured loans, debts, or obligations; or;
10 ii. combine unsecured loans, debts, or obligations into one or more new
11 loans, debts, or obligations.

12 F. **"Seller"** means any person who, in connection with a telemarketing transaction,
13 provides, offers to provide, or arranges for others to provide goods or services to the
14 customer in exchange for consideration whether or not such person is under the
15 jurisdiction of the Commission.

16 G. **"Settling Defendant"** means Linden Financial Group, LLC; and its successors, assigns,
17 affiliates, or subsidiaries, by whatever names it might be known.

18 H. **"Telemarketer"** means any person who, in connection with telemarketing, initiates or
19 receives telephone calls to or from a customer or donor.

20 I. **"Telemarketing"** means a plan, program, or campaign which is conducted to induce the
21 purchase of goods or services or a charitable contribution, by use of one or more
22 telephones and which involves more than one interstate telephone call.

23 **ORDER**

24 **BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS AND SERVICES**

25 I. **IT IS ORDERED** that Settling Defendant is permanently restrained and enjoined from:

- 26 A. advertising, marketing, promoting, offering for sale, or selling any secured or
27

1 unsecured debt relief product or service; and

2 B. assisting others engaged in advertising, marketing, promoting, offering for sale, or
3 selling any secured or unsecured debt relief product or service.

4 **PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO FINANCIAL**
5 **PRODUCTS AND SERVICES**

6 II. **IT IS FURTHER ORDERED** that Settling Defendant, Settling Defendant's officers,
7 agents, employees, and attorneys, and all other persons in active concert or participation
8 with any of them, who receive actual notice of this Order, whether acting directly or
9 indirectly in connection with advertising, marketing, promoting, offering for sale, or
10 selling any financial product or service, are hereby permanently restrained and enjoined
11 from misrepresenting or assisting others in misrepresenting, expressly or by implication,
12 any material fact, including:

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

- 15 1. closing costs or other fees;
- 16 2. the payment schedule, monthly payment amount(s), any balloon payment,
17 or other payment terms;
- 18 3. the interest rate(s), annual percentage rate(s), or finance charge(s), and
19 whether they are fixed or adjustable;
- 20 4. the loan amount, credit amount, draw amount, or outstanding balance; the
21 loan term, draw period, or maturity; or any other term of credit;
- 22 5. the amount of cash to be disbursed to the borrower out of the proceeds, or
23 the amount of cash to be disbursed on behalf of the borrower to any third
24 parties;
- 25 6. whether any specified minimum payment amount covers both interest and
26 principal, and whether the credit has or can result in negative amortization;
27 or

1 7. that the credit does not have a prepayment penalty or whether subsequent
2 refinancing may trigger a prepayment penalty and/or other fees.

- 3 B. the savings associated with the loan or other extension of credit;
- 4 C. the ability to improve or otherwise affect a consumer's credit record, credit
5 history, credit rating, or ability to obtain credit, including that a consumer's credit
6 record, credit history, credit rating, or ability to obtain credit can be improved by
7 permanently removing current, accurate negative information from the
8 consumer's credit record or history; or
- 9 D. that a consumer will receive legal representation.

10 **PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO ANY**
11 **PRODUCTS OR SERVICES**

12 **III. IT IS FURTHER ORDERED** that Settling Defendant, Settling Defendant's officers,
13 agents, employees, and attorneys, and all other persons in active concert or participation
14 with any of them, who receive actual notice of this Order, whether acting directly or
15 indirectly, in connection with advertising, marketing, promoting, offering for sale, or
16 selling any product or service are hereby permanently restrained and enjoined from
17 misrepresenting or assisting others in misrepresenting, expressly or by implication, any
18 material fact, including:

- 19 A. any material aspect of the nature or terms of any refund, cancellation, exchange,
20 or repurchase policy, including the likelihood of a consumer obtaining a full or
21 partial refund, or the circumstances in which a full or partial refund will be
22 granted to the consumer;
- 23 B. that any person is affiliated with, endorsed or approved by, or otherwise
24 connected to any other person; government entity; public, non-profit, or other
25 non-commercial program; or any other program;
- 26 C. the nature, expertise, position, or job title of any person who provides any product
27 or service;

- 1 D. the person who will provide any product or service;
- 2 E. that any person providing a testimonial has purchased, received, or used the
- 3 product or service;
- 4 F. that the experience represented in a testimonial of the product or service
- 5 represents the person's actual experience resulting from the use of the product or
- 6 service under the circumstances depicted in the advertisement;
- 7 G. the total costs to purchase, receive, or use, or the quantity of, the product or
- 8 service;
- 9 H. any material restriction, limitation, or condition on purchasing, receiving, or using
- 10 the product or service; or
- 11 I. any other fact material to consumers concerning any product or service, including
- 12 any material aspect of the performance, efficacy, nature, or characteristics of the
- 13 product or service.

14 **SUBSTANTIATION FOR BENEFIT, PERFORMANCE, AND EFFICACY CLAIMS**

15 IV. **IT IS FURTHER ORDERED** that Settling Defendant, Settling Defendant's officers,
16 agents, employees, and attorneys, and all other persons in active concert or participation
17 with any of them, who receive actual notice of this Order, whether acting directly or
18 indirectly, in connection with the advertising, marketing, promotion, offering for sale, or
19 sale of any financial related product or service are hereby permanently restrained and
20 enjoined from making any representation or assisting others in making any
21 representation, expressly or by implication, about the benefits, performance, or efficacy
22 of any financial related product or service, unless at the time such representation is made,
23 Settling Defendant possesses and relies upon competent and reliable evidence that
24 substantiates that the representation is true.

25 **PROHIBITION AGAINST ABUSIVE TELEMARKETING PRACTICES**

26 V. **IT IS FURTHER ORDERED** that, in connection with telemarketing, Settling
27 Defendant, Settling Defendant's officers, agents, employees, and attorneys, and all other

1 persons in active concert or participation with any of them, who receive actual notice of
2 this Order, whether acting directly or indirectly, are hereby permanently restrained and
3 enjoined from engaging in, causing other persons to engage in, and assisting other
4 persons to engage in,:

5 A. Initiating any outbound telephone call to any person at a telephone number on the
6 National Do Not Call Registry unless the seller proves that:

- 7 1. the seller has obtained the express agreement, in writing, of such person to
8 place calls to that person. Such written agreement shall clearly evidence
9 such person's authorization that calls made by or on behalf of a specific
10 party may be placed to that person, and shall include the telephone number
11 to which the calls may be placed and the signature of that person; or
12 2. the seller has an established business relationship with such person and
13 that person has not previously stated that he or she does not wish to
14 receive outbound telephone calls made by or on behalf of the seller;

15 B. Initiating any outbound telephone call to a telephone number within a given area
16 code when the annual fee for access to the telephone numbers within that area
17 code that are on the National Do Not Call Registry has not been paid by or on
18 behalf of the seller on whose behalf the telephone call is made, unless the
19 telephone call is:

- 20 1. a solicitation to induce charitable contributions;
21 2. to a business; or
22 3. on behalf of a seller who initiates, or causes others to initiate, telephone
23 calls solely to (i) persons who have given the seller their express
24 agreement, in writing and signed, to receive calls from that seller, or (ii)
25 persons who have an established business relationship with that seller.
26
27

MONETARY JUDGMENT

VI. **IT IS FURTHER ORDERED** that:

- A. Judgment in the amount of TWENTY-EIGHT MILLION SIX HUNDRED THOUSAND DOLLARS (\$28,600,000) is entered in favor of the Commission against Settling Defendant as equitable monetary relief.
- B. In partial satisfaction of the judgment, Settling Defendant is ordered, as follows:
 1. Within ten (10) business days from receipt of a copy of this Order, Wells Fargo shall transfer to the FTC or its designated agent all funds, if any, held in account #3971 in the name of Linden Financial Group, LLC and all funds, if any, held in account #5078 in the name of Linden Financial Group, LLC;
 2. Within ten (10) business days from receipt of a copy of this Order, Chesapeake Bank shall transfer to the FTC or its designated agent all funds, if any, held in account #5697 in the name of Linden Financial Group, LLC.
- C. Settling Defendant relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- D. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.
- E. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.
- F. Settling Defendant acknowledges that its Taxpayer Identification Numbers

1 (Social Security Numbers or Employer Identification Numbers), which Settling
2 Defendant previously submitted to the Commission, may be used for collecting
3 and reporting on any delinquent amount arising out of this Order, in accordance
4 with 31 U.S.C. § 7701.

5 G. All money paid to the Commission pursuant to this Order may be deposited into a
6 fund administered by the Commission or its designee to be used for equitable
7 relief, including consumer redress and any attendant expenses for the
8 administration of any redress fund. If a representative of the Commission decides
9 that direct redress to consumers is wholly or partially impracticable or money
10 remains after redress is completed, the Commission may apply any remaining
11 money for such other equitable relief (including consumer information remedies)
12 as it determines to be reasonably related to Defendants' practices alleged in the
13 Complaint. Any money not used for such equitable relief is to be deposited to the
14 U.S. Treasury as disgorgement. Settling Defendant has no right to challenge any
15 actions the Commission or its representatives may take pursuant to this
16 Subsection.

17 **LIFTING OF ASSET FREEZE**

18 VII. **IT IS FURTHER ORDERED** that, upon entry of this Order and the turn over of the
19 funds identified in Section VI, the freeze of Settling Defendant's individual assets shall
20 be dissolved.

21 **CUSTOMER INFORMATION**

22 VIII. **IT IS FURTHER ORDERED** that Settling Defendant and its officers, agents,
23 employees, and attorneys, and those persons in active concert or participation with them
24 who receive actual notice of this Order by personal service or otherwise, whether acting
25 directly or through any corporation, subsidiary, division, or other device, are hereby
26 permanently restrained and enjoined from:

27 A. failing to provide sufficient customer information to enable the Commission to

1 efficiently administer consumer redress. Settling Defendant represents that it has
2 provided this redress information to the Commission. If a representative of the
3 Commission requests in writing any information related to redress, Settling
4 Defendant must provide it, in the form prescribed by the Commission, within 14
5 days.

6 B. disclosing, using, or benefitting from customer information, including the name,
7 address, telephone number, email address, social security number, other
8 identifying information, or any data that enables access to a customer's account
9 (including a credit card, bank account, or other financial account), that Settling
10 Defendant obtained prior to entry of this Order; and

11 C. failing to destroy such customer information in all forms in their possession,
12 custody, or control within 30 days after receipt of written direction to do so from a
13 representative of the Commission.

14 *Provided*, however, that customer information need not be disposed of, and may be
15 disclosed, to the extent requested by a government agency or required by law,
16 regulation, or court order.

17 COOPERATION

18 IX. **IT IS FURTHER ORDERED** that Settling Defendant must fully cooperate with
19 representatives of the Commission in this case and in any investigation related to or
20 associated with the transactions or the occurrences that are the subject of the Complaint.
21 Settling Defendant must provide truthful and complete information, evidence, and
22 testimony. Settling Defendant must cause Settling Defendant's officers, employees,
23 representatives, or agents to appear for interviews, discovery, hearings, trials, and any
24 other proceedings that a Commission representative may reasonably request upon 5 days
25 written notice, or other reasonable notice, at such places and times as a Commission
26 representative may designate, without the service of a subpoena.
27

ORDER ACKNOWLEDGMENTS

1
2 X. **IT IS FURTHER ORDERED** that Settling Defendant obtain acknowledgments of
3 receipt of this Order:

4 A. Settling Defendant, within 7 days of entry of this Order, must submit to the
5 Commission an acknowledgment of receipt of this Order sworn under penalty of
6 perjury.

7 B. For 10 years after entry of this Order, Settling Defendant must deliver a copy of
8 this Order to: (1) all principals, officers, directors, and LLC managers and
9 members; (2) all employees, agents, and representatives who participate in
10 connection with the advertising, marketing, promotion, offering for sale, sale, or
11 performance of any financial-related products or services; and (3) any business
12 entity resulting from any change in structure as set forth in the Section titled
13 Compliance Reporting. Delivery must occur within 7 days of entry of this Order
14 for current personnel. For all others, delivery must occur before they assume their
15 responsibilities.

16 C. From each individual or entity to which Settling Defendant delivered a copy of
17 this Order, Settling Defendant must obtain, within 30 days, a signed and dated
18 acknowledgment of receipt of this Order.

COMPLIANCE REPORTING

19
20 XI. **IT IS FURTHER ORDERED** that Settling Defendant make timely submissions to the
21 Commission:

22 A. One year after entry of this Order, Settling Defendant must submit a compliance
23 report, sworn under penalty of perjury. Settling Defendant must:

- 24 1. identify the primary physical, postal, and email address and telephone
25 number, as designated points of contact, which representatives of the
26 Commission and may use to communicate with Settling Defendant;
27 2. identify all of that Settling Defendant's businesses by all of their names,

1 telephone numbers, and physical, postal, email, and Internet addresses;

2 3. describe the activities of each business, including the goods and services
3 offered, the means of advertising, marketing, and sales, and the
4 involvement of any other Defendant;

5 4. describe in detail whether and how that Settling Defendant is in
6 compliance with each Section of this Order; and

7 5. provide a copy of each Order Acknowledgment obtained pursuant to this
8 Order, unless previously submitted to the Commission.

9 B. For 20 years after entry of this Order, Settling Defendant must submit a
10 compliance notice, sworn under penalty of perjury, within 14 days of any change
11 in the following:

12 1. any designated point of contact; or

13 2. the structure of Settling Defendant or any entity that Settling Defendant
14 has any ownership interest in or controls directly or indirectly that may
15 affect compliance obligations arising under this Order, including:
16 creation, merger, sale, or dissolution of the entity or any subsidiary,
17 parent, or affiliate that engages in any acts or practices subject to this
18 Order.

19 C. Settling Defendant must submit to the Commission notice of the filing of any
20 bankruptcy petition, insolvency proceeding, or similar proceeding by or against
21 Settling Defendant within 14 days of its filing.

22 D. Any submission to the Commission required by this Order to be sworn under
23 penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746,
24 such as by concluding: "I declare under penalty of perjury under the laws of the
25 United States of America that the foregoing is true and correct. Executed on:
26 _____" and supplying the date, signatory's full name, title (if applicable), and
27 signature.

1 E. Unless otherwise directed by a Commission representative in writing, all
2 submissions to the Commission pursuant to this Order must be emailed to
3 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
4 Associate Director for Enforcement, Bureau of Consumer Protection, Federal
5 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The
6 subject line must begin: FTC v. Philip Danielson, LLC, et al., Case No. 2:14-cv-
7 00896-GMN-VCF, X140042.

8 **RECORDKEEPING**

9 XII. **IT IS FURTHER ORDERED** that Settling Defendant must create certain records for 20
10 years after entry of the Order, and retain each such record for 5 years. Specifically,
11 Settling Defendant must create and retain the following records:

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

21 **COMPLIANCE MONITORING**

22 XIII. **IT IS FURTHER ORDERED** that, for the purpose of monitoring Settling Defendant's
23 compliance with this Order, including any failure to transfer any assets as required by this
24 Order:

- 25 A. Within 14 days of receipt of a written request from a representative of the
26 Commission, Settling Defendant must submit additional compliance reports or
27 other requested information, which must be sworn under penalty of perjury;

1 appear for depositions; and produce documents for inspection and copying. The
2 Commission is also authorized to obtain discovery, without further leave of court,
3 using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30
4 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

5 B. For matters concerning this Order, the Commission is authorized to communicate
6 directly with Settling Defendant. Settling Defendant must permit representatives
7 of the Commission to interview any employee or other person affiliated with
8 Settling Defendant who has agreed to such an interview. The person interviewed
9 may have counsel present.

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

16 **ENTRY OF JUDGMENT**

17 **XIV. IT IS FURTHER ORDERED** that there is no just reason for delay of entry of this
18 judgment, and that, pursuant to Federal Rule of Civil Procedure 54(b), the Clerk
19 immediately shall enter this Order as a final judgment as to Settling Defendant Linden
20 Financial Group, LLC.

21 **///**

22 **///**

23 **///**

24 **///**

25 **///**

26 **///**

27 **///**

RETENTION OF JURISDICTION

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

IT IS SO ORDERED.

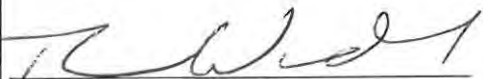


Gloria M. Navarro, Chief Judge
United States District Court

DATED: 04/01/2015

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1 SO STIPULATED AND AGREED:
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4 THOMAS J. WIDOR
5 ADAM M. WESOLOWSKI
6 Federal Trade Commission
7 600 Pennsylvania Avenue NW, CC-10232
8 Washington, DC 20580
9 Ph: (202) 326-3039 (Widor)
10 Email: twidor@ftc.gov,
11 awesolowski@ftc.gov
12 *Attorneys for Plaintiff*
13 *FEDERAL TRADE COMMISSION*



LINDEN FINANCIAL GROUP, LLC
By: Philip J. Danielson
Settling Corporate Defendant