

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FEDERAL TRADE COMMISSION, and)	
)	
STATE OF ILLINOIS,)	
)	
Plaintiffs,)	Case No. 1:15-cv-02985
)	
v.)	Judge John Z. Lee
)	
K.I.P., LLC, an Illinois limited liability company, <i>et al.</i> ,)	Magistrate Judge Mary M. Rowland
)	
Defendants.)	

**STIPULATED FINAL JUDGMENT AND ORDER FOR
PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF**

Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and State of Illinois, filed their Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”) in this matter, pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), Section 814 of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692l, and Section 7 of the Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois Consumer Fraud Act”), 815 ILCS 505/7. Plaintiffs and Defendants K.I.P., LLC, Charles Dickey, and Chantelle Dickey (“Defendants”) stipulate to the entry of this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.

2. The Complaint charges that Defendants participated in unlawful debt collection practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the FDCPA, 15 U.S.C. §§ 1692-1692p; Section 2 of the Illinois Consumer Fraud Act, 815 ILCS 505/2; and Sections 4 and 9(a) of the Illinois Collection Agency Act, 225 ILCS 425/4 and 425/9(a).

3. Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.

4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.

5. Defendants waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For the purpose of this Order, the following definitions apply:

1. “**Corporate Defendant**” means Defendant K.I.P., LLC, and by whatever other names it may be known, and its successors and assigns, as well as any subsidiaries, affiliates, and any fictitious business entities or business names created or used by these entities, or any of them.

2. “**Credit repair services**” means using any instrumentality of interstate commerce or the mails to sell, provide, or perform any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of (i) improving any consumer’s credit record, credit history, or credit rating, or (ii) providing advice or assistance to any consumer with regard to any activity or service described in clause (i).

3. “**Debt**” means any obligation or alleged obligation to pay money arising out of a

transaction, whether or not such obligation has been reduced to judgment.

4. **“Debt collection activities”** means any activities of a debt collector to collect or attempt to collect, directly or indirectly, a debt owed or due, or asserted to be owed or due, another.

5. **“Debt collector”** means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. The term also includes any creditor who, in the process of collecting its own debts, uses any name other than its own which would indicate that a third person is collecting or attempting to collect such debts. The term also includes any person to the extent such person receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt.

6. **“Defendants”** means all of the Individual Defendants and the Corporate Defendant, individually, collectively, or in any combination.

7. **“Financial-related product or service”** means any product, service, plan, or program represented, expressly or by implication, to:

A. Provide to any consumer, arrange for any consumer to receive, or assist any consumer in receiving, an extension of consumer credit;

B. Provide to any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit repair services; or

C. Provide to any consumer, arrange for any consumer to receive, or assist any consumer in receiving, any secured or unsecured debt relief product or service.

8. **“Individual Defendants”** means Defendant Charles Dickey and Defendant Chantelle Dickey, also known as Chantelle Rudd and Chantelle Williams, and by whatever other

names each may be known.

9. “**Person**” means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

10. “**Receiver**” means Lisa C. Snow of Duff & Phelps, LLC, appointed as Permanent Equity Receiver over Receivership Defendants pursuant to Section VII of the Preliminary Injunction with Asset Freeze and Other Equitable Relief entered in this matter on April 21, 2015 (Dkt. No. 31) (“Preliminary Injunction”).

11. “**Receivership Defendants**” means Defendant K.I.P., LLC; Defendant Charles Dickey, to the extent he is or was doing business as Ezell Williams and Associates, Corp., Ezell Williams, LLC, Excel Receivables, Corp., Second Chance Financial Credit, Corp., Second Chance Financial, LLC, Payday Loan Recovery Group, LLC, Payday Loan Recovery Group, Payday Loan Recovery, International Recovery Services, LLC, International Recovery Services, and D & R Recovery; Defendant Chantelle Dickey, to the extent she is or was doing business as Ezell Williams and Associates, Corp., Ezell Williams, LLC, Excel Receivables, Corp., Second Chance Financial Credit, Corp., Second Chance Financial, LLC, Payday Loan Recovery Group, LLC, Payday Loan Recovery Group, Payday Loan Recovery, International Recovery Services, LLC, International Recovery Services, and D & R Recovery, as well as any successors, assigns, affiliates, and subsidiaries that conduct any business related to Defendants’ debt collection business and that the Receiver has reason to believe is owned or controlled in whole or in part by any Defendant.

12. “**Secured or unsecured debt relief product or service**” means, with respect to any mortgage, loan, debt, or obligation between a person and one or more secured or unsecured creditors or debt collectors, any product, service, plan, or program represented, expressly or by

implication, to: (A) negotiate, settle, or in any way alter the terms of payment or other terms of the mortgage, loan, debt, or obligation, including but not limited to, a reduction in the amount of interest, principal balance, monthly payments, or fees owed by a person to a secured or unsecured creditor or debt collector; (B) stop, prevent, or postpone any mortgage or deed of foreclosure sale for a person's dwelling, any other sale of collateral, any repossession of a person's dwelling or other collateral, or otherwise save a person's dwelling or other collateral from foreclosure or repossession; (C) obtain any forbearance or modification in the timing of payments from any secured or unsecured holder of any mortgage, loan, debt, or obligation; (D) negotiate, obtain, or arrange any extension of the period of time within which the person may (i) cure his or her default on the mortgage, loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii) redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the mortgage, loan, debt, or obligation or redeem a dwelling or other collateral; (E) obtain any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling or other collateral; or (F) negotiate, obtain, or arrange (i) a short sale of a dwelling or other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other disposition of a mortgage, loan, debt, or obligation other than a sale to a third party that is not the secured or unsecured loan holder. The foregoing shall include any manner of claimed assistance, including, but not limited to, auditing or examining a person's application for the mortgage, loan, debt, or obligation.

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ORDER

I.

BAN ON DEBT COLLECTION

IT IS THEREFORE ORDERED that Defendants are permanently restrained and enjoined from participating in debt collection activities, whether directly or through an intermediary.

II.

PROHIBITED MISREPRESENTATIONS RELATING TO FINANCIAL-RELATED PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale or sale of any financial-related product or service, are permanently restrained and enjoined from:

A. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

1. The terms or rates that are available for any loan or other extension of credit;
2. Any person's ability to improve or otherwise affect a consumer's credit record, credit history, credit rating, or ability to obtain credit;
3. That any person can improve any consumer's credit record, credit history, or credit rating by permanently removing negative information from the consumer's credit record, credit history, or credit rating, even where such information is accurate and not obsolete;

4. Any aspect of any secured or unsecured debt relief product or service, including but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such secured or unsecured debt relief product or service; the amount of time before which a consumer will receive settlement of that consumer's debts; or the reduction or cessation of collection calls;

5. That a consumer will receive legal representation;

6. That any particular outcome or result from a financial-related product or service is guaranteed, assured, highly likely or probable, or very likely or probable;

7. 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 provided to the consumer; and

8. Any other fact material to consumers concerning any financial-related product or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics; and

B. Advertising or assisting others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender.

III.

MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment in the amount of six million, four hundred three thousand, seven hundred eighty-one dollars and sixty-two cents (\$6,403,781.62) is entered in favor of Plaintiffs and against Defendants, jointly and severally, as equitable monetary relief.

B. In partial satisfaction of the judgment against Defendants, the Receiver is authorized and directed to liquidate, without further order of this Court, the 2012 Chrysler 200, registered to Charles Dickey, VIN 1C3CCBAB7CN274064. The proceeds from the sale of this vehicle shall be treated as an asset of the receivership estate under Section X of this Order. To facilitate the Receiver's completion of this directive, Defendants are ordered to:

1. Take all steps necessary to assist the Receiver in the sale of the vehicle, including but not limited to, transferring possession and title of the vehicle to any person identified by the Receiver and not adding any encumbrances to the vehicle;
2. As necessary, execute documents, within three (3) days of a request from the Plaintiffs or the Receiver, to facilitate the liquidation of the vehicle;
3. Maintain the vehicle in good repair and timely pay all taxes, fees, and all other attendant expenses related to the maintenance and ownership of the vehicle until the vehicle is liquidated as required by this Subsection III.B.; and
4. Maintain insurance on the vehicle in an amount not less than the full replacement value of the vehicle until the vehicle is liquidated as required by this Subsection III.B. In the event that the vehicle suffers any loss or damage covered by such insurance policy, Defendants are ordered to make such claims that are permitted by the insurance policy and shall assign or remit any insurance payment they receive as a result of such loss or damage to the Receiver or her designated agent.

C. After taking the actions required by Subsection III.B., Defendants shall remain jointly and severally liable for the judgment imposed by Subsection III.A., less any part of that judgment that was collected pursuant to Sections IV and X of this Order.

D. Defendants relinquish 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.

E. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of Plaintiffs, including in a proceeding to enforce their rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

F. The facts alleged in the Complaint establish all elements necessary to sustain an action by Plaintiffs 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.

G. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to Plaintiffs, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

H. All money paid to Plaintiffs pursuant to this Order may be deposited into a fund administered by Plaintiffs or their designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If representatives of Plaintiffs decide that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, Plaintiffs may apply any remaining money for such other equitable relief (including consumer information remedies) as Plaintiffs determine to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for equitable relief shall be split evenly between the Commission and the State of Illinois. Any funds paid to the Commission not used for equitable relief shall be deposited to the U.S. Treasury as disbursement. Any funds paid to the State of Illinois not used for equitable relief may be used to the full extent authorized by the State's laws, including, but not limited to, as payment for the State's costs of investigating and litigating the instant case. Defendants have no

right to challenge any actions Plaintiffs or their representatives may take pursuant to this Subsection.

I. If Defendants fail to pay fully the judgment imposed by this Section, Defendants must cooperate fully with Plaintiffs and their representatives in all attempts to collect the judgment. In such an event, Defendants agree to provide federal and state tax returns for the preceding two (2) years, and to complete new financial disclosure forms fully and accurately within ten (10) business days of receiving a request from Plaintiffs. Defendants further authorize Plaintiffs to verify all information provided on their financial disclosure forms with all appropriate third parties, including financial institutions.

J. Plaintiffs may request any tax-related information, including amended tax returns and any other filings, that Defendants have the authority to release. Within fourteen (14) days of receipt of a written request from a representative of any Plaintiff, Defendants must take all necessary steps (such as filing a completed IRS Form 4506 or 8821) to cause the Internal Revenue Service or other tax authority to provide the information directly to Plaintiffs.

K. The asset freeze is modified to permit the transfers identified in this Section. Upon completion of those transfers, the asset freeze as to the Defendants is dissolved.

IV.

TURNOVER OF ASSETS HELD BY THIRD PARTIES

IT IS FURTHER ORDERED that, in order to partially satisfy the monetary judgment set forth in Section III above:

A. Any financial institution, business entity, or person that holds, controls, or maintains custody of any account or asset of any Individual Defendant, or any account or asset held on behalf of, or for the benefit of, any Individual Defendant, or any account or asset of any Individual Defendant frozen pursuant to (a) the *Ex Parte* Temporary Restraining Order with

Asset Freeze, Appointment of a Receiver, Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue entered in this matter on April 7, 2015 (Dkt. No. 17) (“TRO”), and/or (b) the Preliminary Injunction, shall turn over such account or asset to Plaintiffs, by wire transfer pursuant to directions provided by counsel for the Commission, or as otherwise agreed to in writing by counsel for the Commission, within ten (10) days of receiving notice of this Order by any means, including, but not limited to, via facsimile.

B. Any financial institution, business entity or person that holds, controls, or maintains custody of any account or asset of any Receivership Defendant, or any account or asset held on behalf of, or for the benefit of, any Receivership Defendant, or any account or asset of any Receivership Defendant frozen pursuant to (a) the TRO, and/or (b) the Preliminary Injunction, shall turn over such account or asset to the Receiver or her designated agent, by wire transfer pursuant to directions provided by the Receiver or her designated agent, or as otherwise agreed to in writing by the Receiver or her designated agent, within ten (10) days of receiving notice of this Order by any means, including, but not limited to, via facsimile. Upon such transfer, such account or asset shall be an account or asset of the receivership estate.

V.

CONSUMER INFORMATION

IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, employees and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient consumer information to enable Plaintiffs to efficiently administer consumer redress. If a representative of Plaintiffs requests in writing any

information related to redress, Defendants must provide it, in the form prescribed by Plaintiffs, within fourteen (14) days.

B. Disclosing, using, or benefitting from consumer information, including the name, address, telephone number, email address, Social Security number, other identifying information, or any data that enables access to a consumer's account (including a credit card, bank account, or other financial account) of any person that any Defendant obtained prior to entry of this Order in connection with the collection or attempted collection of any debt.

C. Failing to destroy such consumer information in all forms in their possession, custody, or control within thirty (30) days after receipt of written direction to do so from a representative of Plaintiffs.

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

VI.

ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt of this Order:

A. Each Defendant, within seven (7) days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For five (5) years after entry of this Order, each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendant, is the majority owner or controls directly or indirectly, and each Corporate Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in any offering or provision of any

financial-related product or service; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

VII.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendants make timely submissions to the Commission:

A. One (1) year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury:

1. Each Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of Plaintiffs may use to communicate with Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Individual Defendants must describe if they know or should know due to their own involvement); (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, each Individual Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For twenty (20) years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, each Individual Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within fourteen (14) days of its filing.

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

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC and State of Illinois v. K.I.P., LLC, et al.*, FTC Matter No. X150030.

VIII.

RECORDKEEPING

IT IS FURTHER ORDERED that Defendants must create certain records for twenty (20) years after entry of the Order, and retain each such record for five (5) years. Specifically, Corporate Defendant and each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

A. Accounting records showing the revenues from all goods or services sold;

B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name, addresses, telephone numbers, job title or position, dates of service, and (if applicable) the reason for termination;

C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission;

E. A copy of each unique advertisement or other marketing material; and

F. Copies of agreements, applications, and contracts with suppliers, payment processors, and list brokers.

IX.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order and any failure to transfer any assets as required by this Order:

A. Within fourteen (14) days of receipt of a written request from a representative of any Plaintiff, each Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. Plaintiffs also are authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, Plaintiffs are authorized to communicate directly with each Defendant. Defendants must permit representatives of any Plaintiff to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

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

D. Upon written request from a representative of any Plaintiff, any consumer reporting agency must furnish consumer reports concerning Individual Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1).

X.

COMPLETION OF RECEIVERSHIP

IT IS FURTHER ORDERED that the appointment of the Receiver over Receivership Defendants pursuant to Section VII of the Preliminary Injunction is hereby continued as modified by this Section.

A. The Receiver is directed and authorized to accomplish the following within ninety (90) days after entry of this Order, but any party or the Receiver may request that the Court extend the Receiver's term for good cause:

1. Complete the process of taking custody, control, and possession of all assets of Receivership Defendants, pursuant to Section VII.B. of the Preliminary Injunction;
2. Complete, as necessary, the liquidation of all assets of Receivership Defendants;
3. Prepare and submit a report describing the Receiver's activities pursuant to this Order, and a final application for compensation and expenses; and

4. Distribute to Plaintiffs any remaining liquid assets at the conclusion of the Receiver's duties, in partial satisfaction of the monetary judgment set forth in this Order.


B. Upon completion of the above tasks, the duties of the receivership shall terminate, and the Receiver shall be discharged.

XI.

RETENTION OF JURISDICTION

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 3rd day of November, 2015.

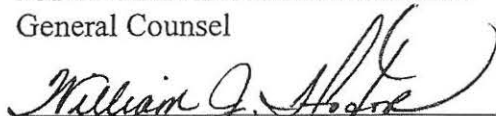


Honorable John Z. Lee
United States District Judge

SO STIPULATED AND AGREED:

FOR PLAINTIFFS:

JONATHAN E. NUECHTERLEIN
General Counsel

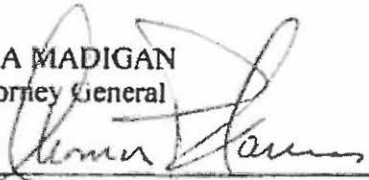


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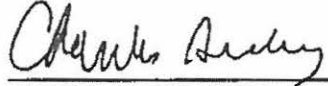
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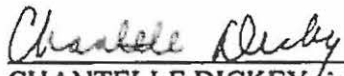
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FOR DEFENDANTS:


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and as the managing member of
K.I.P., LLC
Defendant

Date: 9-17-15


CHANTELLE DICKEY, *individually*
Defendant

Date: 9-17-15

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K.I.P., LLC, CHARLES DICKEY, and
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Date: _____