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19 UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
20

21 FEDERAL TRADE COMMISSION

22 Plaintiff,

23 v.
24

25 DEBTPRO 123 LLC, et al.,

26 Defendants.
27

Case No.
SACV 14-00693 AG (ANx)

**STIPULATION FOR ORDER
FOR PERMANENT
INJUNCTION AND
MONETARY JUDGMENT
AGAINST DEFENDANT KARA
WILBUR TAYLOR**

1 Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its
2 Complaint for Permanent Injunctive and Other Equitable Relief (“Complaint”) in
3 this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission
4 Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing and Consumer
5 Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108,
6 and Section 410(b) of the Credit Repair Organizations Act (“CROA”), 15 U.S.C. §
7 1679h(b). The Commission, through counsel, and Defendant Kara Wilbur Taylor,
8 through counsel, stipulate to the entry of the attached Stipulated Order for
9 Permanent Injunction and Monetary Judgment Against Defendant Kara Wilbur
10 Taylor (“Order”) to resolve all matters in dispute in this action between them with
11 the terms set forth below.

12 FINDINGS

13 1. This Court has jurisdiction over this matter.

14 2. The Complaint charges that Defendant participated in deceptive acts or
15 practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45; abusive or
16 deceptive telemarketing acts or practices in violation of Sections 310.3(a)(2)(iii),
17 310.3(a)(2)(x), and 310.4(a)(5) of the Telemarketing Sales Rule (“TSR”), 16
18 C.F.R. §§ 310.3(a)(2)(iii), 310.3(a)(2)(x), 310.4(a)(5); and acts or practices in
19 violation of Sections 404(a)(3), 404(b), and 405 of CROA, 15 U.S.C. §§
20 1679b(a)(3), 1679b(b), 1679c, in connection with the marketing and sale of a
21 product or service purporting to resolve consumers’ debts and improve consumers’
22 credit.

23 3. Defendant Kara Wilbur Taylor neither admits nor denies any of the
24 allegations in the Complaint, except as specifically stated in this Order. Only for
25 purposes of this action, Defendant Kara Wilbur Taylor admits the facts necessary
26 to establish jurisdiction.

27 4. Defendant Kara Wilbur Taylor waives any claim that she may have under
28 the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of

1 this action through the date of this Order, and agrees to bear her own costs and
2 attorney fees.

3 5. The parties waive all rights to appeal or otherwise challenge or contest the
4 validity of this Order.

5 DEFINITIONS

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

- 7 1. **“Competent and reliable evidence”** means tests, analyses, research,
8 studies, or other evidence based on the expertise of professionals in the
9 relevant area, that has been conducted and evaluated in an objective manner
10 by persons qualified to do so, using procedures generally accepted in the
11 profession to yield accurate and reliable results.
- 12 2. **“Defendant”** means Kara Wilbur Taylor, a/k/a Kara Taylor, a/k/a Kara
13 Wilbur, a/k/a Kara Lynn.
- 14 3. **“Financial product or service”** means any product, service, plan, or
15 program represented, expressly or by implication, to:
 - 16 A. provide any consumer, arrange for any consumer to receive, or assist
17 any consumer in receiving, a loan or other extension of credit;
 - 18 B. provide any consumer, arrange for any consumer to receive, or assist
19 any consumer in receiving, credit, debit, or stored value cards;
 - 20 C. improve, repair, or arrange to improve or repair, any consumer’s
21 credit record, credit history, or credit rating; or
 - 22 D. provide advice or assistance to improve any consumer’s credit record,
23 credit history, or credit rating.
- 24 4. **“Goods or Services”** includes any product, service, plan, or program.
- 25 5. **“Person”** means a natural person, organization, or other legal entity,
26 including a corporation, partnership, proprietorship, association, cooperative,
27 or any other group or combination acting as an entity.
- 28 6. **“Secured or unsecured debt relief product or service”** means:

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

- 5 1. stop, prevent, or postpone any mortgage or deed of foreclosure
6 sale for a person's dwelling, any other sale of collateral, any
7 repossession of a person's dwelling or other collateral, or
8 otherwise save a person's dwelling or other collateral from
9 foreclosure or repossession;
- 10 2. negotiate, obtain, or arrange a modification, or renegotiate,
11 settle, or in any way alter any terms of the mortgage, loan, debt,
12 or obligation, including a reduction in the amount of interest,
13 principal balance, monthly payments, or fees owed by a person
14 to a secured or unsecured creditor or debt collector;
- 15 3. obtain any forbearance or modification in the timing of
16 payments from any secured or unsecured holder or servicer of
17 any mortgage, loan, debt, or obligation;
- 18 4. negotiate, obtain, or arrange any extension of the period of time
19 within which a person may (i) cure his or her default on the
20 mortgage, loan, debt, or obligation, (ii) reinstate his or her
21 mortgage, loan, debt, or obligation, (iii) redeem a dwelling or
22 other collateral, or (iv) exercise any right to reinstate the
23 mortgage, loan, debt, or obligation or redeem a dwelling or
24 other collateral;
- 25 5. obtain any waiver of an acceleration clause or balloon payment
26 contained in any promissory note or contract secured by any
27 dwelling or other collateral; or

1 **II. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

2 IT IS FURTHER ORDERED that Defendant Kara Wilbur Taylor,
3 Defendant's agents, servants, employees, and attorneys, and all other persons in
4 active concert or participation with any of them, who receive actual notice of this
5 Order, whether acting directly or indirectly, in connection with advertising,
6 marketing, promoting, offering for sale, selling, or assisting others in the
7 advertising, marketing, promoting, offering for sale, or selling of any product,
8 service, plan, or program, are permanently restrained and enjoined from making
9 any representation, expressly or by implication, about the benefits, performance, or
10 efficacy of such product, service, plan, or program, unless at the time such
11 representation is made, Defendant possesses and relies upon competent and
12 reliable evidence that, when considered in light of the entire body of relevant and
13 reliable evidence, is sufficient to substantiate that the representation is true.

14 **III. PROHIBITION AGAINST TELEMARKETING PRACTICES**

15 IT IS FURTHER ORDERED that Defendant Kara Wilbur Taylor,
16 Defendant's agents, servants, employees, and attorneys, and all other persons or
17 entities in active concert or participation with any of them who receive actual
18 notice of this Order, whether acting directly or indirectly, in connection with the
19 telemarketing of any goods or services, are hereby permanently restrained and
20 enjoined from:

- 21 A. Initiating or assisting others in initiating any outbound telephone call,
22 or receiving or assisting others in receiving any inbound telephone
23 call, without maintaining records reflecting:
24 1. the date each consumer is charged;
25 2. where each consumer's funds are being held;
26 3. the goods or services for which each consumer is paying, including
27 but not limited to details that are specific for each consumer;
28 4. the representations made to each consumer, including but not

1 limited to any scripts or other statements made to the consumer
2 regarding any material restrictions, limitations, or conditions; or
3 any material aspect of the performance, efficacy, nature, or central
4 characteristics of the goods or services.

5 B. Initiating or assisting others in initiating any outbound telephone call,
6 or receiving or assisting others in receiving any inbound telephone
7 call, in which they, or the persons they are assisting, fail to disclose
8 truthfully, promptly, and in a clear and conspicuous manner to the
9 consumer receiving or making the call:

- 10 1. the identity of the seller, including the entity or entities for whom
11 the seller is trying to sell goods or services;
- 12 2. that the purpose of the call is to sell goods or services; and
- 13 3. the nature of the goods or services.

14 **IV. PROHIBITION AGAINST MISREPRESENTATIONS RELATING
15 TO ANY FINANCIAL PRODUCT OR SERVICE**

16 IT IS FURTHER ORDERED that Defendant Kara Wilbur Taylor,
17 Defendant's agents, servants, employees, and attorneys, and all other persons in
18 active concert or participation with any of them, who receive actual notice of this
19 Order, whether acting directly or indirectly, in connection with advertising,
20 marketing, promoting, offering for sale, or selling of any financial product or
21 service, are permanently restrained and enjoined from misrepresenting or assisting
22 others in misrepresenting, expressly or by implication, any material fact, including:

- 23 A. the terms or rates that are available for any loan or other extension of
24 credit, including:
- 25 1. closing costs or other fees;
 - 26 2. the payment schedule, monthly payment amount(s), any balloon
27 payment, or other payment terms;
- 28

- 1 3. the interest rate(s), annual percentage rate(s), or finance charge(s),
- 2 and whether they are fixed or adjustable;
- 3 4. the loan amount, credit amount, draw amount, or outstanding
- 4 balance; the loan term, draw period, or maturity; or any other term
- 5 of credit;
- 6 5. the amount of cash to be disbursed to the borrower out of the
- 7 proceeds, or the amount of cash to be disbursed on behalf of the
- 8 borrower to any third parties;
- 9 6. whether any specified minimum payment amount covers both
- 10 interest and principal, and whether the credit has or can result in
- 11 negative amortization; or
- 12 7. that the credit does not have a prepayment penalty or whether
- 13 subsequent refinancing may trigger a prepayment penalty and/or
- 14 other fees;

- 15 B. the savings associated with the loan or other extension of credit;
- 16 C. that a consumer will receive legal representation;
- 17 D. that any person can improve any person's credit record, credit history,
- 18 or credit rating by permanently removing negative information from
- 19 the person's credit record, credit history, or credit rating, even where
- 20 such information is accurate and not obsolete;
- 21 E. the timing under which a consumer can be charged money or other
- 22 valuable consideration for the performance of credit repair services;
- 23 F. the written information and disclosures to which a consumer is
- 24 entitled in advance of the execution of any contract or agreement for
- 25 credit repair services, including misrepresentation by failing to
- 26 provide to the consumer any required written disclosures; or
- 27 G. the ability to improve or otherwise affect a consumer's credit record,
- 28 credit history, credit rating, or ability to obtain credit, including that a

1 consumer's credit record, credit history, credit rating, or ability to
2 obtain credit can be improved by permanently removing current,
3 accurate negative information from the consumer's credit record or
4 history.

5 **V. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**
6 **TO ANY PRODUCT OR SERVICE**

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

- 15 A. any material aspect of the nature or terms of any refund, cancellation,
16 exchange, or repurchase policy, including the likelihood of a
17 consumer obtaining a full or partial refund, or the circumstances in
18 which a full or partial refund will be granted to the consumer;
- 19 B. that any person is affiliated with, endorsed or approved by, or
20 otherwise connected to any other person; government entity; public,
21 non-profit, or other non-commercial program; or any other program;
- 22 C. the nature, expertise, position, or job title of any person who provides
23 any product, service, plan, or program;
- 24 D. that any person providing a testimonial has purchased, received, or
25 used the product, service, plan, or program;
- 26 E. that the experience represented in a testimonial of the product, service,
27 plan, or program represents the person's actual experience resulting
28 from the use of the product, service, plan, or program under the

- 1 circumstances depicted in the advertisement;
- 2 F. the total costs to purchase, receive, or use, or the quality of, the
- 3 product, service, plan, or program;
- 4 G. any material restriction, limitation, or condition on purchasing,
- 5 receiving, or using the product, service, plan, or program;
- 6 H. the total time period it will take to complete or receive the product,
- 7 service, plan, or program; or
- 8 I. any other material fact concerning any aspect of the performance,
- 9 efficacy, nature, or characteristics of the product, service, plan, or
- 10 program.

11 **VI. PROHIBITION AGAINST MAKING MISREPRESENTATIONS**

12 **OF MATERIAL FACT THROUGH OTHERS**

13 IT IS FURTHER ORDERED that Defendant Kara Taylor, Defendant's

14 agents, servants, employees, and attorneys, and all other persons or entities in

15 active concert or participation with any of them, who receive actual notice of this

16 Order, whether acting directly or indirectly in connection with advertising,

17 marketing, promoting, offering for sale, or selling of any product, service, plan, or

18 program, are hereby permanently restrained and enjoined from providing to others

19 the means and instrumentalities with which to make, directly or indirectly,

20 expressly or by implication, any false, unsubstantiated, or otherwise misleading

representation of material fact.

21 **VII. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

22 IT IS FURTHER ORDERED that:

- 23 A. Judgment in the amount of seven million, nine hundred and fifty one
- 24 thousand, two hundred and eleven dollars (\$7,951,211.00) is entered
- 25 in favor of the Commission against Defendant Kara Wilbur Taylor as
- 26 equitable monetary relief.
- 27
- 28

- 1 B. The judgment is suspended subject to the Subsections below.
- 2 C. The Commission's agreement to the suspension of the judgment is
- 3 expressly premised upon the truthfulness, accuracy, and completeness
- 4 of Defendant's sworn financial statements and related documents
- 5 (collectively, "financial representations") submitted to the
- 6 Commission, namely: The Financial Statement of Defendant Kara
- 7 Wilbur Taylor signed on April 8, 2015, including the attachments.
- 8 D. The suspension of the judgment will be lifted as to Defendant if, upon
- 9 motion by the Commission, the Court finds that Defendant failed to
- 10 disclose any material asset, materially misstated the value of any
- 11 asset, or made any other material misstatement or omission in the
- 12 financial representations identified above.
- 13 E. If the suspension of the judgment is lifted, the judgment becomes
- 14 immediately due as to Defendant in the amount specified in
- 15 Subsection A above (which the parties stipulate only for purposes of
- 16 this Section represents Defendant's portion of the consumer injury
- 17 and unjust enrichment alleged in the Complaint), less any payment
- 18 previously made pursuant to this Section or by any other Defendant in
- 19 this action in satisfaction of a monetary judgment, plus interest
- 20 computed from the date of entry of this Order.

20 VIII. ADDITIONAL MONETARY PROVISIONS

21 IT IS FURTHER ORDERED that:

- 22 A. Defendant relinquishes dominion and all legal and equitable right,
- 23 title, and interest in all assets transferred pursuant to this Order and
- 24 may not seek the return of any assets.
- 25 B. The facts alleged in the Complaint will be taken as true, without
- 26 further proof, in any subsequent civil litigation by or on behalf of the
- 27 Commission, including in a proceeding to enforce its rights to any

1 payment or monetary judgment pursuant to this Order, such as a
2 nondischargeability complaint in any bankruptcy case.

3 C. The facts alleged in the Complaint establish all elements necessary to
4 sustain an action by the Commission pursuant to Section 523(a)(2)(A)
5 of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will
6 have collateral estoppel effect for such purposes.

7 D. Defendant acknowledges that her Taxpayer Identification Numbers
8 (Social Security Numbers or Employer Identification Numbers),
9 which Defendant previously submitted to the Commission, may be
10 used for collecting and reporting on any delinquent amount arising out
11 of this Order, in accordance with 31 U.S.C. § 7701.

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

26 IX. CUSTOMER INFORMATION

27 IT IS FURTHER ORDERED that Defendant Kara Wilbur Taylor,
28 Defendant's agents, servants, employees, and attorneys, and all other persons or

1 entities in active concert or participation with any of them, who receive actual
2 notice of this Order, whether acting directly or indirectly, are permanently
3 restrained and enjoined from directly or indirectly:

- 4 A. Failing to provide sufficient customer information to enable the
5 Commission to efficiently administer consumer redress. Defendant
6 represents that she has provided this redress information to the
7 Commission. If a representative of the Commission requests in
8 writing any information related to redress, Defendant must provide it,
9 in the form prescribed by the Commission, within 14 days.
- 10 B. Disclosing, using, or benefitting from customer information, including
11 the name, address, telephone number, email address, social security
12 number, other identifying information, or any data that enables access
13 to a customer's account (including a credit card, bank account, or
14 other financial account), that Defendant obtained prior to entry of this
15 Order in connection with the marketing or sale of any secured or
16 unsecured debt relief product or service and any financial product or
17 service; and
- 18 C. Failing to destroy such customer information in all forms in her
19 possession, custody, or control within 30 days of entry of the final
20 order disposing of all claims and parties in this matter. Disposal shall
21 be by means that protect against unauthorized access to the customer
22 information, such as by burning, pulverizing, or shredding any papers,
23 and by erasing or destroying any electronic media, to ensure that the
24 customer information cannot practicably be read or reconstructed.

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

1 X. COOPERATION

2 IT IS FURTHER ORDERED that Defendant Kara Wilbur Taylor must fully
3 cooperate with representatives of the Commission in this case and in any
4 investigation related to or associated with the transactions or the occurrences that
5 are the subject of the Complaint. Defendant must provide truthful and complete
6 information, evidence, and testimony. Defendant must appear for interviews,
7 discovery, hearings, trials, and any other proceedings that a Commission
8 representative may reasonably request upon five (5) days written notice, or other
9 reasonable notice, at such places and times as a Commission representative may
10 designate, without the service of a subpoena.

11 XI. ORDER ACKNOWLEDGMENTS

12 IT IS FURTHER ORDERED that Defendant Kara Wilbur Taylor obtain
13 acknowledgments of receipt of this Order:

- 14 A. Defendant, within seven (7) days of entry of this Order, must submit
15 to the Commission an acknowledgment of receipt of this Order sworn
16 under penalty of perjury.
- 17 B. For five (5) years after entry of this Order, Defendant, for any
18 business that Defendant, individually or collectively with any other
19 Defendant, is the majority owner or controls directly or indirectly
20 must deliver a copy of this Order to: (1) all principals, officers,
21 directors, and LLC managers and members; (2) all employees, agents,
22 and representatives who participate in conduct related to the subject
23 matter of the Order; and (3) any business entity resulting from any
24 change in structure as set forth in the Section titled Compliance
25 Reporting. Delivery must occur within seven (7) days of entry of this
26 Order for current personnel. For all others, delivery must occur
27 before they assume their responsibilities.

1 C. From each individual or entity to which Defendant delivered a copy of
2 this Order, Defendant must obtain, within 30 days, a signed and dated
3 acknowledgment of receipt of this Order.

4 XII. COMPLIANCE REPORTING

5 IT IS FURTHER ORDERED that Defendant Kara Wilbur Taylor makes
6 timely submissions to the Commission:

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

9 1. Defendant must: (a) identify the primary physical, postal, and
10 email address and telephone number, as designated points of
11 contact, which representatives of the Commission may use to
12 communicate with Defendant; (b) identify all of Defendant's
13 businesses by all of their names, telephone numbers, and physical,
14 postal, email, and Internet addresses; (c) describe the activities of
15 each business, including the goods and services offered, the means
16 of advertising, marketing, and sales, and the involvement of any
17 other Defendant (which Defendant Kara Wilbur Taylor must
18 describe if she knows or should know due to her own
19 involvement); (d) describe in detail whether and how Defendant is
20 in compliance with each Section of this Order; and (e) provide a
21 copy of each Order Acknowledgment obtained pursuant to this
22 Order, unless previously submitted to the Commission.

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

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

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

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

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

25 D. Any submission to the Commission required by this Order to be
26 sworn under penalty of perjury must be true and accurate and comply
27 with 28 U.S.C. § 1746, such as by concluding: "I declare under
28 penalty of perjury under the laws of the United States of America that

1 the foregoing is true and correct. Executed on: _____” and supplying
2 the date, signatory’s full name, title (if applicable), and signature.

- 3 E. Unless otherwise directed by a Commission representative in writing,
4 all submissions to the Commission pursuant to this Order must be
5 emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S.
6 Postal Service) to: Associate Director for Enforcement, Bureau of
7 Consumer Protection, Federal Trade Commission, 600 Pennsylvania
8 Avenue NW, Washington, DC 20580. The subject line must begin:
9 *FTC v. DebtPro 123 LLC, et al.*, Matter Number X140027.

10 XIII. RECORDKEEPING

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

- 16 A. accounting records showing the revenues from all goods or services
17 sold;
- 18 B. personnel records showing, for each person providing services,
19 whether as an employee or otherwise, that person’s: name, addresses,
20 telephone numbers, job title or position, dates of service, and (if
21 applicable) the reason for termination;
- 22 C. records of all consumer complaints and refund requests, whether
23 received directly or indirectly, such as through a third party, and any
24 response;
- 25 D. all records necessary to demonstrate full compliance with each
26 provision of this Order, including all submissions to the Commission;
27 and
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- 1 E. a copy of each unique advertisement or marketing material, including
2 but not limited to any sales scripts, direct mail solicitations,
3 informational packets, or the design, text, or use of images of any
4 Internet website, email, or other electronic communication.

5 **XIV. COMPLIANCE MONITORING**

6 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant
7 Kara Wilbur Taylor's compliance with this Order, including the financial
8 representations upon which the judgment was suspended and any failure to transfer
9 any assets as required by this Order:

- 10 A. Within fourteen (14) days of receipt of a written request from a
11 representative of the Commission, Defendant must: submit additional
12 compliance reports or other requested information, which must be
13 sworn under penalty of perjury; appear for depositions; and produce
14 documents for inspection and copying. The Commission is also
15 authorized to obtain discovery, without further leave of court, using
16 any of the procedures prescribed by Federal Rules of Civil Procedure
17 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- 18 B. For matters concerning this Order, the Commission is authorized to
19 communicate directly with Defendant. Defendant must permit
20 representatives of the Commission to interview any employee or other
21 person affiliated with Defendant, who has agreed to such an interview.
22 The person interviewed may have counsel present.
- 23 C. The Commission may use all other lawful means, including posing,
24 through its representatives as consumers, suppliers, or other
25 individuals or entities, to Defendant or any individual or entity
26 affiliated with Defendant, without the necessity of identification or
27 prior notice. Nothing in this Order limits the Commission's lawful
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1 use of compulsory process, pursuant to Sections 9 and 20 of the FTC
2 Act, 15 U.S.C. §§ 49, 57b-1.

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

7 **XV. RETENTION OF JURISDICTION**

8 IT IS FURTHER ORDERED that this Court retains jurisdiction of this
9 matter for purposes of construction, modification, and enforcement of this Order.
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1 SO STIPULATED:
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4 FOR PLAINTIFF FEDERAL TRADE COMMISSION

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Date: 9/29/15

6 MICHELLE L. SCHAEFER
7 JOHN ANDREW SINGER
8 BENJAMIN J. THEISMAN
9 MIRIAM R. LEDERER
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19 Counsel for Federal Trade Commission
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1 **FOR DEFENDANT KARA WILBUR TAYLOR:**

2
3 William A. Marquis

Date: 7/23/15

4 WILLIAM A. MARQUIS
5 LAW OFFICES OF WILLIAM A. MARQUIS
6 2522 Chambers Road, Suite 213
7 Tustin, CA 92780
8 Tel: 714-832-1600
9 Email: wamoffice@aol.com

10 **FOR DEFENDANT KARA WILBUR TAYLOR:**

11 _____
12 KARA WILBUR TAYLOR, Individually

Date: _____

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FOR DEFENDANT KARA WILBUR TAYLOR:

Date: _____

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FOR DEFENDANT KARA WILBUR TAYLOR:

Date: 7-27-15

K Taylor

KARA WILBUR TAYLOR, Individually