

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 03-60021-CIV-FERGUSON

FEDERAL TRADE COMMISSION,

Plaintiff,

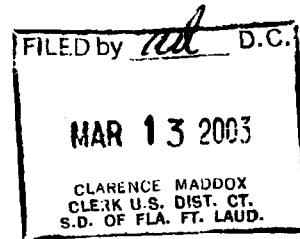
v.

30 MINUTE MORTGAGE INC.,  
a Florida corporation,

GREGORY P. ROTH,  
individually and as President of  
30 Minute Mortgage Inc., and

PETER W. STOLZ,  
individually and as National Sales  
Director of 30 Minute Mortgage Inc.,

Defendants.



STIPULATED ORDER OF PRELIMINARY INJUNCTION

Plaintiff, the Federal Trade Commission ("Commission" or "FTC"), having filed a Complaint for Injunctive and Other Equitable Relief pursuant to Sections 5(a) and 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a) & 53(b); Section 108(c) of the Truth in Lending Act ("TILA"), 15 U.S.C. § 1607(c); and Sections 505(a)(7) and 522(a) of the Gramm-Leach-Bliley Act ("GLB Act"), 15 U.S.C. §§ 6805(a)(7) & 6821(a), and having moved for a Temporary Restraining Order ("TRO") and for an Order to Show Cause Why a Preliminary Injunction should not be granted pursuant to Rule 65 of the Federal Rules of Civil Procedure and S.D. Fla. L.R. 7.1.E, the parties having agreed to entry of this Order containing a preliminary

*[Handwritten signature]*  
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injunction, and the Court having considered the Complaint, declarations, exhibits, and memorandum of law filed in support thereof, and now being advised in the premises, finds that:

1. This Court has jurisdiction of the subject matter of this case and there is good cause to believe it will have jurisdiction of all parties hereto.

2. Venue lies properly with this Court.

3. This Order is in the best interests of all the parties to this action and is in the public interest.

4. Plaintiff's Complaint states a claim upon which relief may be granted against Defendants under Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); TILA, 15 U.S.C. § 1601 et seq.; its implementing Regulation Z, 12 C.F.R. Part 226; Title V of the GLB Act, 15 U.S.C. §§ 6801-09, 6821-27; and/or the FTC's Privacy of Consumer Financial Information Rule ("Privacy Rule"), 16 C.F.R. Part 313.

5. No security is required of any agency of the United States for issuance of a restraining order. Fed. R. Civ. P. 65(c).

6. The Commission and Defendants agree that this Order is binding in form and scope pursuant to Federal Rule of Civil Procedure 65(d).

7. Defendants, by agreeing and stipulating to this Order, make no admissions as to the truth of Plaintiff's allegations and specifically deny them. In addition, the stipulation and entry of this Order is not to be construed or deemed a waiver of any claims or defenses that may be raised in this action. Furthermore, the prohibitory and mandatory provisions of this Order shall not be deemed or construed to indicate or establish that any of the Defendants have committed, or threaten to commit, any act or omission restrained or enjoined by the Court.

## DEFINITIONS

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

1. "Assets" means any legal or equitable interest in, right to, or claim to, any real and personal property, including but not limited to chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, premises, contracts, mail or other deliveries, shares of stock, lists of consumer names, inventory, checks, notes, accounts, credits, receivables, funds, and all cash, wherever located.
2. "Customer information of a financial institution" is synonymous in meaning and equal in scope to the usage of the term in Section 527(2) of the GLB Act, 15 U.S.C. § 6827(2).
3. "Defendants" means 30 Minute Mortgage Inc., Gregory P. Roth, and Peter W. Stolz, and each of them, and their officers, agents, servants, employees, subsidiaries, affiliates, successors, assigns, and all persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise.
4. "Document" is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or non-identical copy is a separate document within the meaning of the term.
5. "Plaintiff" means Federal Trade Commission.
6. "Privacy Rule" means the FTC's Privacy of Consumer Financial Information

Rule, 16 C.F.R. Part 313.

7. "Regulation Z" means the regulation the Federal Reserve Board ("FRB") promulgated to implement TILA, 12 C.F.R. Part 226. The term also includes the FRB Official Staff Commentary on Regulation Z, 12 C.F.R. Part 226, Supp. 1.

8. "Subtitle A of Title V of the GLB Act" means 15 U.S.C. §§ 6801-9, and "Subtitle B of Title V of the GLB Act" means 15 U.S.C. §§ 6821-27.

9. "TILA" means the Truth in Lending Act, 15 U.S.C. §§ 1601-1666j.

10. The terms "annual percentage rate," "consumer credit," and "finance charge" are defined as set forth in Sections 226.2, 226.4, and 226.22 of Regulation Z, 12 C.F.R. §§ 226.2, 226.4, & 226.22. For purposes of Section III of this Order, the terms "consumer," "nonaffiliated third party," and "nonpublic personal information" are defined as set forth in Section 313.3 of the Privacy Rule, 16 C.F.R. § 313.3.

#### **I. INJUNCTION AGAINST FALSE OR MISLEADING STATEMENTS**

**IT IS THEREFORE ORDERED** that, in connection with the advertising, promotion, offering or sale of goods or services in commerce, Defendants 30 Minute Mortgage Inc., Gregory P. Roth, and Peter W. Stolz, and each of them, and their officers, directors, agents, servants, employees, salespersons, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, are hereby preliminarily restrained and enjoined from making any express or implied representation or omission of material fact that is false or misleading, in any manner, directly or indirectly, to any consumer or entity, including, but not limited to, the following:

- A. Advertising mortgage terms or rates that are not in fact available by or through them, including but not limited to "3.95% 30 Year Mortgage[s]" and "3.95% APR 30 Year Mortgage[s]";
- B. Representing that 30 Minute Mortgage Inc. is a mortgage lender;
- C. Misrepresenting the security measures employed on one or more of Defendants' websites; and
- D. Misrepresenting any information material to a consumer's decision to provide personal financial information.

## II. INJUNCTION AGAINST TILA AND REGULATION Z VIOLATIONS

**IT IS FURTHER ORDERED** that, in connection with any advertisement to promote directly or indirectly any extension of consumer credit, Defendants 30 Minute Mortgage Inc., Gregory P. Roth, and Peter W. Stolz, and each of them, and their officers, directors, agents, servants, employees, salespersons, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, are hereby preliminarily restrained and enjoined from violating TILA and/or Regulation Z by:

- A. advertising credit terms other than those terms that actually are or will be arranged or offered by the creditor, in violation of Section 226.24(a) of Regulation Z, 12 C.F.R. § 226.24(a);
- B. stating a rate of finance charge without disclosing the accurate "annual percentage rate," and, if the annual percentage rate may be increased after consummation, that fact, in violation of Sections 144(c) and 107 of TILA, 15 U.S.C. §§ 1664(c) &

1606, and Sections 226.24(b) and 226.22 of Regulation Z, 12 C.F.R. §§ 226.24(b) & 226.22;

- C. advertising a payment rate in a transaction where the consumer's payments are based upon a lower interest rate than the rate at which interest is accruing, without also making other disclosures required by Section 226.24(b)-4 of the FRB Official Staff Commentary on Regulation Z, 12 C.F.R. § 226.24(b)-4, Supp. 1 (including stating the rate at which the interest is in fact accruing and the annual percentage rate);
- D. stating the period of repayment, but failing to disclose one or more of the following items: (1) the terms of repayment and (2) the annual percentage rate, using that term, and, if the rate may be increased after consummation, that fact, in violation of Section 144(d) of TILA, 15 U.S.C. § 1664(d), and Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c); or
- E. failing to comply in any other respect with TILA and/or Regulation Z.

**III. INJUNCTION AGAINST VIOLATIONS OF SUBTITLE A OF TITLE V OF THE GLB ACT**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering or sale of goods or services in commerce, Defendants 30 Minute Mortgage Inc., Gregory P. Roth, and Peter W. Stolz, and each of them, and their officers, directors, agents, servants, employees, salespersons, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, are hereby preliminarily restrained and

enjoined from violating, or assisting others in violating, any part of Subtitle A of Title V of the GLB Act or the Privacy Rule, including but not limited to disclosing to any nonaffiliated third party any nonpublic personal information about a consumer of 30 Minute Mortgage Inc., unless (1) an exception set forth in 16 C.F.R. §§ 313.13-15 applies and all requirements are met, and/or (2) 30 Minute Mortgage Inc. provides its consumers with appropriate notices and an opportunity to opt out of the information sharing before disclosing the information and the consumers do not opt out, as required by Subtitle A of Title V of the GLB Act and the Privacy Rule.

**IV. INJUNCTION AGAINST VIOLATIONS OF SUBTITLE B OF TITLE V OF THE GLB ACT**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering or sale of goods or services in commerce, Defendants 30 Minute Mortgage Inc., Gregory P. Roth, and Peter W. Stolz, and each of them, and their officers, directors, agents, servants, employees, salespersons, corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, are hereby preliminarily restrained and enjoined from obtaining or attempting to obtain "customer information of a financial institution," including, but not limited to, monthly mortgage payment amounts and account/asset types and balances, by making false, fictitious, or fraudulent statements or representations to consumers or financial institutions.

**V. ASSET FREEZE**

**IT IS FURTHER ORDERED** that Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and each of them, and their officers, directors, agents, servants, employees, salespersons,

corporations, subsidiaries, affiliates, successors, assigns, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile or otherwise, are hereby preliminarily restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, perfecting a security interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, shares of stock or other assets, wherever located, inside or outside the United States of America, that are: (1) held on behalf, for the benefit of, or owned or controlled by Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, in whole or in part, including but not limited to property, bank accounts or other assets where the title is taken in their names, as joint tenancy or common ownership with a non-party, co-owned with a spouse, or held in trust; (2) in the actual or constructive possession of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns; or (3) owned, controlled by, or in the actual or constructive possession of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by, or under common control of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, including but not limited to any assets held for or by any of them or subject to access by any of them at any bank or savings and loan institution or with any broker, dealer, escrow agent, title company, commodity trading company, precious metal dealer, or other financial institution or depository of any kind;

B. Opening or causing to be opened any safe deposit boxes titled in the name of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, or subject to access by any of them;



C. Obtaining a personal or secured loan in the names of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, singly or jointly; and

D. Incurring liens or other encumbrances on real property, personal property or other assets in the name, singly or jointly, of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns.

E. Notwithstanding the asset freeze described above, Defendant Gregory P. Roth may access frozen funds to pay reasonable, usual, ordinary, and necessary living expenses, not to exceed a total of \$1500 during the period this Order is in effect, *provided* that the funds are drawn from an account that is not held on behalf of 30 Minute Mortgage Inc. and that is designated by prior written notice.

The assets affected by this paragraph shall include: (1) all of the assets of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth existing as of the date the Complaint was filed in this action; and (2) for assets obtained after the date the Complaint was filed, only those assets of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth derived from or otherwise related to violations of the laws or regulations identified in the Commission's Complaint.

**VI. REPATRIATION OF ASSETS AND DOCUMENTS LOCATED IN FOREIGN COUNTRIES**

**IT IS FURTHER ORDERED** that Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, whether acting through any trust, corporation, subsidiary, division, or other device, shall:

A. Within three (3) business days following service of this Order, take such steps as are necessary to transfer to the territory of the United States of America all documents and assets that are located outside of such territory and are held by or for the Defendant or are

under the Defendant's direct or indirect control, jointly, severally, or individually; and

B. Within three (3) business days following service of this Order, provide the Plaintiff with a full accounting of all documents and assets that are located outside of the territory of the United States of America and are held by or for the Defendant or are under the Defendant's direct or indirect control, jointly, severally, or individually; and

C. Hold and retain all transferred documents and assets and prevent any transfer, disposition, or dissipation whatsoever of any such documents, assets, or funds.

#### **VII. FINANCIAL STATEMENTS**

**IT IS FURTHER ORDERED** that Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, shall:

A. Within forty-eight (48) hours of service of this Order, prepare and deliver to counsel for Plaintiff completed financial statements on the forms attached to this Order as Attachments A and B, for themselves individually and for each business entity under which they conduct business, or of which they are an officer, and for each trust of which they are a trustee. The financial statements shall be accurate as of the date of entry of this Order;

B. Within forty-eight (48) hours of service of this Order, provide Plaintiff with a full accounting of all assets and documents that are located inside or outside of the territory of the United States of America and are held by or for the Defendant or are under their direct or indirect control, jointly, severally, or individually;

C. Within ten (10) days of any material change in the information contained in the financial statements required above, or any other material change to the financial condition of Defendants Gregory P. Roth or 30 Minute Mortgage, Inc., amend their financial statements to

reflect such change; and

D. Beginning thirty (30) days after the date this Order is signed, and continuing on a monthly basis thereafter, provide the FTC with a true and accurate statement reflecting: (1) all funds or assets received from any source after the effective date of this Order, including, without limitation, funds received by payment, loan, or gift; and (2) the name, address, and telephone number of the source of all funds or assets received from any source after the effective date of this Order, including, without limitation, funds received by payment, loan, or gift.

**VIII. IDENTIFYING INFORMATION RELATING TO ACCOUNTANTS, FINANCIAL PLANNERS, INVESTMENT ADVISORS, STOCK BROKERS AND OTHERS**

**IT IS FURTHER ORDERED** that Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, within forty-eight (48) hours after service of this Order, shall provide counsel for the Commission: (1) the name, address and telephone number for each accountant, financial planner, investment advisor, stock broker or other individual, corporation or partnership whom they paid for financial, business or tax advice or services, since January 1, 2002; and (2) the name, address and telephone number for each accountant, financial planner, investment advisor, stock broker or other individual, corporation or partnership who was hired on behalf of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth since January 1, 2002.

**IX. CONSUMER CREDIT REPORTS**

**IT IS FURTHER ORDERED** that pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency may furnish a consumer report concerning Defendant Gregory P. Roth to Plaintiff.

## **X. PLAINTIFF'S ACCESS TO BUSINESS RECORDS**

**IT IS FURTHER ORDERED** that Defendants shall allow Plaintiff's representatives, agents, and assistants access to all of Defendants' business records to inspect and copy documents. Accordingly, Defendants shall, within forty-eight (48) hours of service of this Order:

A. produce to Plaintiff for inspection, inventory and/or copying, at the FTC's headquarters at 600 Pennsylvania Avenue, NW, Washington, DC 20580, the FTC's Regional Office at 10877 Wilshire Blvd., Suite 700, Los Angeles, CA 90024, or at another location designated by Plaintiff, all materials related or referring, directly or indirectly, to Defendants' collection, use, or disclosure of mortgage application information, and/or advertising, offer, sale, or provision of mortgages, and/or any materials, information, products or data related to any of the foregoing, including, but not limited to, consumer identification or financial information obtained through or as a result of e-mail solicitations, computers, computerized files, storage media (including but not limited to floppy disks, hard drives, cd-roms, zip disks, punch cards, magnetic tape, backup tapes and computer chips) on which information has been saved, any and all equipment needed to read any such material, contracts, accounting data, correspondence (including, but not limited to, electronic correspondence), advertisements (including, but not limited to, advertisements placed on the World Wide Web), USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, copies of federal, state or local business or personal income or property tax returns, 1099 forms, and other documents or records of any kind that relate to Defendants' business practices; and

B. produce to Plaintiff for inspection, inventory and/or copying, at the FTC's headquarters at 600 Pennsylvania Avenue, NW, Washington, DC 20580, the FTC's Regional Office at 10877 Wilshire Blvd., Suite 700, Los Angeles, CA 90024, or at another location designated by Plaintiff, all computers and data in whatever form, used by Defendants, in whole or in part, relating to Defendants' business practices.

The Commission shall return materials produced by Defendants within five (5) business days of completing said inventory and copying.

With respect to Defendant Peter W. Stolz, this provision shall apply only to materials or documents related or referring, directly or indirectly, to: (1) any business activities of Defendant Peter W. Stolz relating to the marketing, advertising, offering, provision, or servicing of mortgages to consumers since January 1, 2002, or (2) 30 Minute Mortgage Inc. or its business activities. Defendant Peter W. Stolz shall make all such materials available at the offices of Akerman, Senterfitt, Las Olas Centre II, 350 East Las Olas Blvd., Ste. 1600, Fort Lauderdale, FL 33301-4200 within five (5) days of the service of this Order.

#### **XI. EXPEDITED DISCOVERY**

It is further ordered that the parties to this action are granted leave at any time after service of this Order to demand the production of documents relating, directly or indirectly, to 30 Minute Mortgage Inc. or 30 Minute Mortgage Inc.'s consumers from any person or entity that received information from Defendants about 30 Minute Mortgage Inc.'s consumers prior to the date the Complaint was filed in this action. Twenty (20) days notice shall be deemed sufficient for any such production of documents from any such person or entity. The production of documents submitted pursuant to this provision shall not in any way waive the parties' right to

seek the production of additional documents.

## **XII. PRESERVATION OF RECORDS**

**IT IS FURTHER ORDERED** that Defendants are hereby preliminarily restrained and enjoined from destroying, erasing, mutilating, concealing, altering, transferring or otherwise disposing of, in any manner, directly or indirectly, any documents that relate to the business practices or business or personal finances of any Defendant, including, but not limited to, consumer identification or financial information obtained through or as a result of e-mail solicitations, computers, computerized files, storage media (including but not limited to floppy disks, hard drives, cd-roms, zip disks, punch cards, magnetic tape, backup tapes and computer chips) on which information has been saved, any and all equipment needed to read any such material, contracts, accounting data, correspondence (including, but not limited to, electronic correspondence), advertisements (including, but not limited to, advertisements placed on the World Wide Web), USENET Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, copies of federal, state or local business or personal income or property tax returns, or 1099 forms.

## **XIII. MAINTENANCE OF CURRENT BUSINESS RECORDS**

**IT IS FURTHER ORDERED** that Defendants are hereby preliminarily restrained and enjoined from failing to create and maintain documents that, in reasonable detail, accurately, fairly, and completely reflect their incomes, disbursements, transactions, and use of money. It is further ordered that Defendants 30 Minute Mortgage Inc. and Gregory P. Roth are enjoined from

creating, operating, or exercising any control over any business entity, including any partnership, limited partnership, joint venture, sole proprietorship or corporation, without first providing Plaintiff with a written statement disclosing: (1) the name of the business entity; (2) the address and telephone number of the business entity; (3) the names of the business entity's officers, directors, principals, managers and employees; and (4) a detailed description of the business entity's intended activities.

#### **XIV. NONDISCLOSURE OF CONSUMER LISTS**

**IT IS FURTHER ORDERED** that Defendants are preliminarily restrained and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any person who submitted such information to 30 Minute Mortgage Inc. at any time prior to entry of this Order, in connection with the advertising, promotion, telemarketing, offering for sale, or sale of any product or service in commerce, *provided however*, that Defendants may disclose such identifying information to a law enforcement agency, or as required by any law, regulation or court order.

#### **XV. RETENTION OF ASSETS AND RECORDS BY FINANCIAL INSTITUTIONS**

**IT IS FURTHER ORDERED** that any financial or brokerage institution, business entity, trustee or person after having been provided with notice of this Order shall:

A. Prohibit Defendants 30 Minute Mortgage Inc. and Gregory P. Roth from withdrawing, removing, assigning, transferring, pledging, encumbering, disbursing, dissipating, converting, selling, or otherwise disposing of any account, funds, property or other asset:

1. Maintained in the name of, or subject to withdrawal or access by Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns;
2. Held on behalf or for the benefit of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns; or
3. Subject to access or use by Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns.

Provided, however, that this Order shall not:

- (i) prohibit transfers as directed by further order of the Court; or
- (ii) prohibit transfers for specific transfers authorized in writing by counsel for the Commission.

B. Deny Defendants access to any safe deposit box that is:

1. Titled in the name of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, either individually or jointly; or
2. Otherwise subject to access by Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, either individually or jointly.

C. Provide counsel for the Commission, within five (5) business days of receiving a copy of this Order, a sworn statement setting forth:

1. The identification number of each such account or asset titled in the name, individually or jointly, of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, or held on behalf of, or for the benefit of them;
2. The balance of each such account, or a description of the nature and value of such asset as of the time this Order is served, and, if the account or other asset has been closed



or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and

3. The identification of any safe deposit box that is either titled in the name, individually or jointly, of Defendants 30 Minute Mortgage Inc. and Gregory P. Roth, and their successors or assigns, or otherwise subject to access by them.

*Provided, however,* that this Section shall only apply to assets covered by the asset freeze provision of Section V of this Order.

#### **XVI. MONITORING COMPLIANCE OF PERSONNEL**

**IT IS FURTHER ORDERED** that Defendants 30 Minute Mortgage Inc. and Gregory P. Roth are hereby preliminarily restrained and enjoined from:

A. Failing to take reasonable steps sufficient to monitor and ensure that all employees and independent contractors engaged in marketing and other customer service functions comply with Sections I, II, III, IV, and XII of this Order; and

B. Failing promptly to investigate fully any consumer complaint.

#### **XVII. PLAINTIFF'S RIGHT TO MONITOR DEFENDANTS' COMPLIANCE WITH THIS ORDER**

**IT IS FURTHER ORDERED** that Plaintiff's representatives, agents, and assistants are authorized to monitor Defendants' compliance with the terms of this Order by any reasonable means.

#### **XVIII. COMPLIANCE REPORTING BY DEFENDANTS**

**IT IS FURTHER ORDERED** that ninety (90) days after the date of entry of this Order, and continuing thereafter on a semi-annual basis, Defendants Gregory P. Roth and 30 Minute

Mortgage Inc. shall provide a written report to the Commission, updating all information contained in the financial reports they were required to file pursuant to Section VII of this Order.

**XIX. DISTRIBUTION OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that Defendants Gregory P. Roth and 30 Minute Mortgage Inc. shall immediately provide a copy of this Order to each affiliate, subsidiary, division, sales entity, successor, assign, officer, director, employee, independent contractor, agent, attorney, spouse and representative of Defendants 30 Minute Mortgage Inc. or Gregory P. Roth, and shall, within ten (10) days from the date of entry of this Order, provide the Commission with a sworn statement that Defendants have complied with this provision of the Order, which statement shall include the names and addresses of each such person or entity who received a copy of the Order.

**XX. SERVICE OF ORDER**

**IT IS FURTHER ORDERED** that copies of this Order may be served by any means, including first-class mail, overnight delivery, facsimile transmission, or personally, upon any financial institution or other entity or person that may have possession, custody, or control of any documents or assets of any Defendant, or that may otherwise be subject to any provision of this Order. Service upon any branch or office of any entity shall effect service upon the entire entity.

**XXI. DURATION OF PRELIMINARY INJUNCTION**

**IT IS FURTHER ORDERED** that the preliminary injunction granted herein shall remain in effect until further order of the Court.

**XXII. SERVICE UPON PLAINTIFF**

**IT IS FURTHER ORDERED**, with regard to any correspondence or pleadings related

to this Order, service on the Commission shall be performed by delivery to the attention of Amanda Quester and T. Kevin Marr, Division of Financial Practices, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Mailstop NJ-3158, Washington, DC 20580, (202) 326-2719, or by facsimile transmission to (202) 326-3768 prior to 4:00 p.m. (EST) of the day that such service is due.

**XXIII. RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for all purposes. No security is required of any agency of the United States for the issuance of a restraining order. Fed. R. Civ. P. 65(c).

STIPULATED AND AGREED TO AS FOLLOWS:

FOR THE PLAINTIFF:

DATED: 03/03/03



Amanda Quester, Esq.  
T. Kevin Marr, Esq.  
Federal Trade Commission  
Division of Financial Practices  
600 Pennsylvania Ave., NW  
Mailstop NJ-3158  
Washington, DC 20580  
(202) 326-2719  
(202) 326-3768 (fax)  
*Attorneys for Plaintiff*

FOR DEFENDANT 30 MINUTE MORTGAGE INC.

DATED: 02/26/03



Patrick Fletcher, Esq.  
Fletcher Law Offices  
2600 Michelson Drive, 17<sup>th</sup> Floor  
Irvine, CA 92612  
*Attorney for Defendant 30 Minute Mortgage Inc.*

FOR DEFENDANT GREGORY P. ROTH

DATED: 02/26/03



Patrick Fletcher, Esq.  
Fletcher Law Offices  
2600 Michelson Drive, 17<sup>th</sup> Floor  
Irvine, CA 92612  
*Attorney for Defendant Gregory P. Roth*

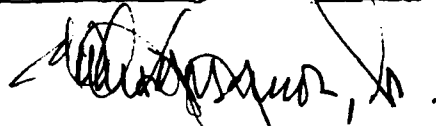
FOR DEFENDANT PETER W. STOLZ

DATED: 2/28/03



Joel Dichter, Esq.  
Klein, Zelman, Rothermel & Dichter, L.L.P.  
485 Madison Avenue  
New York, NY 10022  
Tel: (212) 935-6020  
Fax: (212) 753-8101  
*Attorney for Defendants Peter W. Stolz*

SD ORDERED, this 13<sup>th</sup> day of March, 2003, at 9:00 a.m.



Wilkie D. Ferguson, Jr.  
United States District Judge