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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION, et  
al.,

Plaintiff,

v.

GREEN EQUITABLE SOLUTIONS, et  
al.,

Defendants.

Case No. 2:22-cv-06499-FLA (MARx)

**ORDER GRANTING PLAINTIFFS’  
MOTION FOR SUMMARY  
JUDGMENT AGAINST  
DEFENDANTS MICHAEL NABATI,  
ARMANDO SOLIS BARRON,  
DOMINIC AHIGA, AND ROGER  
SCOTT DYER [DKT. 184]**

**RULING**

1  
2 Before the court is Plaintiffs’ the Federal Trade Commission (“FTC”) and the  
3 California Department of Financial Protection and Innovation’s (“DFPI”) (collectively,  
4 “Plaintiffs”) Motion for Summary Judgment (the “Motion”) against Individual  
5 Defendants Michael Nabati (“Nabati”), Armando Solis Barron (“Barron”), Dominic  
6 Ahiga (“Ahiga”), and Roger Scott Dyer (“Dyer”) (collectively, the “Individual  
7 Defendants”).<sup>1</sup> Dkt. 184 (“Mot”). On August 14, 2023, the court found this matter  
8 appropriate for resolution without oral argument and vacated the hearing set for  
9 September 22, 2023. Dkt. 244; *see* Fed. R. Civ. P. 78(b); Local Rule 7-15.

10 For reasons discussed below, the court GRANTS the Motion and ENTERS  
11 summary judgment against the Individual Defendants.

**BACKGROUND**

12  
13 This matter arises from an alleged mortgage assistance relief services scam,  
14 through which Plaintiffs claim Defendants promised homeowners lower interest rates,  
15 reduced principal balances, and loan forgiveness in exchange for large sums of money,  
16 but ultimately failed to deliver any promised services. Mot. at 7.<sup>2</sup> The relevant,  
17 undisputed facts are as follows.<sup>3</sup>

18  
19 <sup>1</sup> Plaintiffs also sued Corporate Defendants Green Equitable Solutions, South West  
20 Consulting, Apex Consulting, Infocom Entertainment, Equity Relief Funding, Advent  
21 Consulting (collectively, the “Corporate Defendants”) and Relief Defendant MostCap  
22 (“Relief Defendant”). The clerk of the court entered default against the Corporate  
23 Defendants on January 4, 2023 (Dkt. 104), and Relief Defendant on July 17, 2023  
(Dkt. 220). Plaintiffs’ Motion for Default Judgement against the Corporate

24 <sup>2</sup> The court cites documents by the page numbers added by the court’s CM/ECF  
25 system, rather than any page numbers that appear within the documents natively.

26 <sup>3</sup> Because Defendants Ahiga, Dyer, and Nabati failed to oppose the Motion or  
27 otherwise challenge facts asserted by Plaintiffs, the court largely accepts Plaintiffs’  
28 Statement of Uncontroverted Facts (Dkt. 185) as undisputed. To the extent Defendant  
Barron disputes certain facts presented by Plaintiffs (Dkt. 217), the court does not rely

1           **A. Mortgage Relief Services Scam**

2           The Individual Defendants orchestrated a fraudulent scheme to extract large  
3 sums of upfront payments by promising to reduce homeowners’ mortgage interest  
4 rates and principal balances. Dkt. 185 (“SUF”) ¶ 37. The Individual Defendants  
5 marketed their “services” to homeowners primarily through telemarketing, including  
6 by calling numbers on the national Do Not Call registry, and falsely represented that  
7 the consumers’ homes could not be foreclosed while they were paying for the  
8 fraudulent services, the homeowners need not and should not make their regular  
9 mortgage payments or communicate with their mortgage providers, and that the  
10 services were associated with a government program related to Covid-19 relief  
11 assistance. *Id.* at ¶¶ 36-42. Despite enticing thousands of homeowners to register, the  
12 Individual Defendants rarely, if ever, provided the agreed-upon services in return. *Id.*  
13 ¶ 43. When homeowners complained about the lack of results and demanded refunds,  
14 the Individual Defendants ignored their requests and marked the homeowner as “dead”  
15 in their internal records. *Id.* ¶ 46. Plaintiffs’ review of financial records received  
16 from banks and check cashing facilities used by the Individual Defendants shows a  
17 total loss to consumers of approximately \$15.8 million. *Id.* ¶ 107.

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19 on these facts, but nevertheless notes the sole evidence submitted in support of his  
20 cursory opposition brief—a self-serving declaration—is inadequate to present any  
21 dispute of fact and is not executed in compliance with federal law. *See Publ’g*  
22 *Clearing House, Inc.*, 104 F.3d at 1171 (“A conclusory, self-serving affidavit, lacking  
23 detailed facts and any supporting evidence, is insufficient to create a genuine issue of  
24 material fact.”); 28 U.S.C. § 1746(b); Local Rule 1-4(b) (defining declarations as “any  
25 declaration under penalty of perjury executed in conformance with 28 U.S.C. §  
26 1746”). The declaration also appears to be identical to one submitted in connection  
27 with his Opposition to Plaintiffs’ Motion to Extend the Preliminary Injunction, *see*  
28 Dkt. 209, to which the court held that “Solis Barron’s untimely, self-serving  
declaration is not sufficient to establish the existence of genuine disputes of material  
fact.” Dkt. 210 at 5 n.1.

1           **B. Temporary Restraining Order**

2           In September 2022, Plaintiffs filed the instant action and applied *ex parte* for a  
3 Temporary Restraining Order (“TRO”). Dkt. 9. In support of their TRO application,  
4 Plaintiff submitted over a dozen sworn declarations from consumers who had been  
5 harmed by both the Individual and Corporate Defendants’ practices. *See* Dkts. 13-18.  
6 The court entered the TRO, and later a preliminary injunction, after Defendants failed  
7 to respond to the court’s order to show cause why a preliminary injunction should not  
8 be entered. Dkts. 25, 40.

9           **C. Plaintiff’s Discovery Requests**

10           On December 27, 2022, Plaintiffs served requests for production of documents,  
11 interrogatories, and requests for admission on the Individual Defendants seeking  
12 information regarding their involvement in the scheme. SUF ¶ 51. As relevant here,  
13 Plaintiffs asked each Individual Defendant to admit that he served as an officer,  
14 director, shareholder, manager, employee, and agent of each of the Corporate  
15 Defendants. *Id.* ¶ 52. None of the Individual Defendants served responses to  
16 Plaintiffs’ discovery requests by the deadline of January 26, 2023, and were deemed  
17 to have admitted the matters set forth in Plaintiffs’ Requests for Admission. *Id.* at ¶¶  
18 53-58; Fed. R. Civ. P. 36(a)(3). Defendant Nabati later responded on March 3, 2023,  
19 and admitted he served as an officer and agent of each of the Corporate Defendants.  
20 SUF ¶ 59.

21           **D. Procedural History**

22           Plaintiffs filed the instant Motion on June 9, 2023. Dkt. 184. No Individual  
23 Defendant timely filed an opposition, and Plaintiffs filed a Notice of Non-Opposition  
24 on June 30, 2023. Dkt. 204. On July 9, 2023, Defendant Barron filed an opposition.  
25 Dkt. 216 (Barron Opp’n). Plaintiffs filed a Reply. Dkt. 221.

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**DISCUSSION**

**I. Legal Standard**

Summary judgment is appropriate where “there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). “The substantive law determines which facts are material; only disputes over facts that might affect the outcome of the suit under the governing law properly preclude the entry of summary judgment.” *Nat’l Ass’n of Optometrists & Opticians v. Harris*, 682 F.3d 1144, 1147 (9th Cir. 2012) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)). A dispute about a material fact is “genuine” if the evidence is such that a reasonable jury could return a verdict for the nonmoving party. *Anderson*, 477 U.S. at 248.

The moving party bears the initial burden of establishing the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). If the moving party meets its initial burden, the opposing party must then set forth specific facts showing there is a genuine issue for trial. *Anderson*, 477 U.S. at 248–49. “Where the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, there is no ‘genuine issue for trial.’” *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). Summary judgment must be granted “against a party who fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.” *Celotex*, 477 U.S. at 322.

“If the nonmoving party produces direct evidence of a material fact, the court may not assess the credibility of this evidence nor weigh against it any conflicting evidence presented by the moving party.” *T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors Ass’n*, 809 F.2d 626, 631 (9th Cir. 1987). Inferences may be drawn from underlying facts that are either not in dispute or that may be resolved at trial in favor of the nonmoving party, but only if they are “rational” or “reasonable” and otherwise permissible under the governing substantive law. *Id.* The court must view all

1 evidence and justifiable inferences “in the light most favorable to the nonmoving  
2 party.” *Id.* at 630–31. However, a party cannot defeat summary judgment based  
3 solely on the allegations or denials of the pleadings, conclusory statements, or  
4 unsupported conjecture. *Hernandez v. Spacelabs Med., Inc.*, 343 F.3d 1107, 1112  
5 (9th Cir. 2003); *see also FTC v. Publ’g Clearing House, Inc.*, 104 F.3d 1168, 1171  
6 (9th Cir. 1997) (“A conclusory, self-serving affidavit, lacking detailed facts and any  
7 supporting evidence, is insufficient to create a genuine issue of material fact.”).

## 8 **II. Analysis**

9 Plaintiffs seek summary judgment against the Individual Defendants on grounds  
10 that the Corporate Defendants violated various federal statutes, and the Individual  
11 Defendants, therefore, are liable as a matter of law by virtue of their admissions of  
12 agency of each of the Corporate Defendants. *See generally* Mot. The court agrees,  
13 and discusses first the Corporate Defendants’ liability, and then addresses the liability  
14 of the Individual Defendants.

### 15 **A. Corporate Liability**

16 Plaintiffs argue the Corporate Defendants are liable under the Federal Trade  
17 Commission Act (“FTC Act”), Mortgage Assistance Relief Services (“MARS”) Rule,  
18 Telemarketing Sales Rule (“TSR”), Covid-19 Consumer Protection Act (“CCPA”),  
19 and California Consumer Financial Protection Law (“CCFPL”). Mot. at 13.

#### 20 1. FTC Act

21 The FTC Act prohibits “unfair or deceptive acts of practices in or affecting  
22 commerce.” *FTC v. Pantron I Corp.*, 33 F.3d 1088, 1095 (9th Cir. 1994). An act is  
23 deceptive if “first, there is a representation, omission, or practice that, second, is likely  
24 to mislead consumers acting reasonably under the circumstances, and third, the  
25 representation, omission, or practice is material.” *FTC v. Gill*, 265 F.3d 944, 950 (9th  
26 Cir. 2001). “Express claims, or deliberately made implied claims, used to induce a  
27 purchase are presumed to be material” and “[c]onsumer reliance on express claims is  
28 presumed reasonable.” *FTC v. Universal Premium Servs., Inc.*, Case No. 06-cv-0849-

1 SJO (OPx), 2007 WL 9728965, at \*2 (C.D. Cal. Feb. 21, 2007). Plaintiffs have  
2 provided ample evidence that the Corporate Defendants violated the FTC Act.

3 In support of their TRO application and the instant Motion, Plaintiffs submitted  
4 more than a dozen consumer declarations, attesting that the Corporate Defendants  
5 made certain representations regarding mortgage relief assistance services; that those  
6 representations were misleading because the homeowners were never provided with  
7 the promised services; and the representations were material. *See* Dkt. 9 at 11-14.  
8 Plaintiffs have also offered a sworn declaration from a former employee (“Cabral”) of  
9 the Corporate Defendants, who stated “we would tell potential clients that we could  
10 get them interest rates as low as 2% or 3% [and] that up to 1/3rd off their principal  
11 balance would be forgiven,” but that Cabral “became concerned that the company was  
12 not providing the mortgage loan modification that it promised clients[.]” SUF ¶¶ 82-  
13 83.

14 Various business records, received in response to a subpoena, provide further  
15 evidence of the Corporate Defendants’ deceptive and unlawful practices. As one  
16 example, a client file received from CaptaLoans—a customer relations management  
17 database used to track client payments—noted “[client] IS EXTREMELY  
18 DISABLED” and “NEEDS CONTINUOUS REMINDER ON PAYMENT.” When  
19 the client’s sister contacted the Corporate Defendants to inform them she had power  
20 of attorney over her brother, the client, and “want[ed] to figure out if [they were] a  
21 scam or not,” Defendant Ahiga instructed employees that “this file is dead please  
22 close out.” SUF ¶¶ 89, 92.

23 Based on the evidence presented by Plaintiffs and the Individual Defendants’  
24 failure to offer any evidence to the contrary—much less to even dispute the relevant  
25 facts—the court finds the Corporate Defendants violated the FTC Act.

## 26 2. MARS Rule

27 The MARS Rule prohibits mortgage assistance relief providers, seeking to  
28 obtain relief on a consumer’s behalf, from making false or misleading claims about

1 their services. 12 C.F.R. § 1015.5. The MARS Rule also requires providers to make  
2 certain disclosures to consumers prior to providing relief services. 12 C.F.R. §  
3 1015.4(b)(1)-(3), (c). For the same reasons articulated above, and additionally  
4 because Plaintiffs have established the Corporate Defendants illegally instructed  
5 clients not to contact their lenders, misrepresented various aspects of their services,  
6 and failed to make any requisite disclosures, the court finds the Corporate Defendants  
7 violated the MARS Rule as a matter of law. Dkt. 9 at 14-17.

8 3. TSR

9 The TSR requires telemarketers to pay a fee to access the National Do Not Call  
10 Registry (the “Registry”) and prohibits telemarketers from contacting consumers  
11 registered on the list. 16 C.F.R. §§ 310.8, 310.4(b)(1)(iii)(B). Plaintiffs have not  
12 located any records indicating the Corporate Defendants paid for access to the  
13 Registry, SUF ¶ 98, nor have the Individual Defendants claimed as such. Additionally,  
14 Cabral stated in her declaration that she was “not aware of anyone at the company  
15 checking to see if a client was on the Do Not Call list prior to calling them.” *Id.* ¶ 81.  
16 Thus, the court finds the Corporate Defendants violated the TSR.

17 4. CCPA

18 The CCPA prohibits any “deceptive act or practice . . . that is associated  
19 with . . . a government benefit related to COVID-19.” Pub. L. No. 116-260, 134 Stat.  
20 1182, Title XIV, Section 1401(b)(2). As Plaintiffs claim, and Cabral confirms, the  
21 Corporate Defendants regularly told consumers they “were able to provide these  
22 services as part of a government-backed hardship program related to the COVID-19  
23 pandemic.” SUF ¶ 80. There is no evidence any such services were provided. Thus,  
24 the court finds the Corporate Defendants violated the CCPA.

25 5. CCFPL

26 Finally, the CCFPL prohibits certain “covered persons” from engaging “in any  
27 unlawful, unfair, deceptive, or abusive act or practice with respect to consumer  
28 financial products or services.” Cal. Fin. Code § 90003(a)(1). “Services to assist a



1 consumer with ... modifying the terms of any extension of credit[] or avoiding  
2 foreclosure,” qualifies as a “financial product or service.” Cal. Fin. Code §  
3 90005(k)(8)(B). For the same reasons as above, the court finds the Corporate  
4 Defendants engaged in unlawful, unfair, and deceptive practices with respect to  
5 financial services in violation of the CCFPL.

### 6 **B. Common Enterprise**

7 Plaintiffs also allege it is undisputed the Corporate Defendants acted as a  
8 common enterprise. Mot. at 19. “Where one or more corporate entities operate in  
9 common enterprise, each may be held liable for the deceptive acts and practices of the  
10 others.” *F.T.C. v. John Beck Amazing Profits, LLC*, 865 F. Supp. 2d 1052, 1082 (C.D.  
11 Cal. 2012). In making this determination, courts look to four factors: “(1) common  
12 control; (2) sharing office space and offices; (3) whether business is transacted  
13 through a ‘maze of interrelated companies’; and (4) commingling of funds.” *Id.* The  
14 court finds all four factors have been satisfied.

15 First, by failing to respond to Plaintiffs’ Requests for Admission, each  
16 Individual Defendant admitted they were officers, directors, and managers of each of  
17 the Corporate Defendants. SUF ¶¶ 54-56, 58, 62. Indeed, Defendant Nabati  
18 affirmatively admitted so in his untimely response. *Id.* ¶ 59. Cabral too confirmed in  
19 her declaration that the “company was managed by four men: [Barron, Nabati, Ahiga,  
20 and Dyer].” SUF ¶ 74. Second, the Corporate Defendants all used the same office  
21 space to conduct operations. SUF ¶¶ 21, 73, 105. Third, each of the Corporate  
22 Defendants used essentially the same trade names to conduct business and employees  
23 regularly performed work for each of these trade names without regard for which  
24 Corporate Defendant the consumer had contracted with. SUF ¶¶ 4, 7, 10, 13, 16, 72.  
25 Fourth, consumer funds intended for one corporation were deposited into accounts  
26 belonging to another. SUF ¶¶ 45, 48, 49. Accordingly, the courts finds all four  
27 factors satisfied and thus finds, as a matter of law, that the Corporate Defendants  
28 worked as a common enterprise.

1           **C.     Liability of the Individual Defendants**

2           Individual liability for corporate wrongdoing exists where “(1) the corporation  
3 committed misrepresentations of a kind usually relied on by a reasonably prudent  
4 person and resulted in consumer injury, and (2) individuals participated directly in the  
5 violations or had authority to control the entities.” *F.T.C. v. Grant Connect, LLC*, 763  
6 F.3d 1094, 1101 (9th Cir. 2014). Though a plaintiff must show that each individual  
7 had “knowledge that the corporation or one of its agents engaged in dishonest or  
8 fraudulent conduct,” it “need not show that a defendant intended to defraud consumers”  
9 and “the extent of an individual’s involvement in a fraudulent scheme alone is  
10 sufficient to establish the requisite knowledge for personal restitutionary liability.” *Id.*  
11 at 1101-02.

12           It is undisputed the Corporate Defendants made misrepresentations that resulted  
13 in losses and injury to consumers. SUF ¶ 107 (stating Corporate Defendants were  
14 paid \$15,891,536.97 in connection with their fraud). Thus, the court focuses on the  
15 extent of each Individual Defendant’s involvement and finds each had authority to  
16 control the Corporate Defendants and participated directly in the violations.

17           First, Plaintiffs argue Defendant Nabati participated directly in the violative  
18 conduct as he “was closing the deals ... figuring out what could and what couldn’t be  
19 done as far as executing a loan ... or financial assistance,” coordinating with  
20 salespeople to “determine what loan modification to propose to a consumer,” and  
21 personally training employees. SUF ¶¶ 75, 101, 109, 110. Additionally, he had  
22 authority to control the actions of the Corporate Defendants because he admitted, in  
23 response to Plaintiffs’ requests for admission, that he was an officer, director,  
24 shareholder, and manager of each of the Corporate Defendants. *Id.* ¶¶ 56, 62; *see*  
25 *John Beck*, 865 F. Supp. 2d at 1080 (“Status as a corporate officer is sufficient to  
26 establish individual liability.”). Though this admission alone is sufficient to establish  
27 liability, Defendant Ahiga further confirmed Defendant Nabati’s control when he later  
28 testified “[n]othing is done without the direction of Michael Nabati.” SUF ¶ 122.

1 Next, in addition to stating Defendant Barron was one of the four men who  
2 managed the Corporate Defendants, *see id.* ¶ 74, Cabral also attested Defendant  
3 Barron “was responsible for determining what kinds of offers the Sales representatives  
4 could present to the client. For example, [he] would tell the Sales representatives  
5 what interest rates they could offer to a particular client. He would instruct employees  
6 on the Submissions team as to whether or not offers made by mortgage companies  
7 and/or servicers were good enough to relay to consumers.” *Id.* ¶ 76.<sup>4</sup> Defendant  
8 Barron also admitted he was an officer, director, shareholder, manager, employee, and  
9 agent of each of the Corporate Defendants by failing to respond timely to Plaintiffs’  
10 requests for admission.

11 Defendant Barron requests the court allow him to withdraw his admission,  
12 relying on *Dillon v. United States*, 357 F. Supp. 3d 49 (D. Mass. 2019). Barron Opp’n  
13 at 8. As an initial matter, *Dillon* is not binding on this court. More importantly, the  
14 court in *Dillon* granted the government’s motion to withdraw admissions after it  
15 “inadvertently failed to respond.” *Dillon*, 357 F Supp. 3d at 55. Here, Defendant  
16 Barron has made no showing of inadvertence or anything less than conscious  
17 disregard for Plaintiffs’ discovery requests, and inexplicably waited until the filing of  
18 his opposition to request withdrawal of his admission. Though Defendant Barron did  
19 state in separate discovery responses that he “did not engage in any unlawful  
20 mortgage loan modification schemes, and was not ... an officer, director, controller in  
21

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22 <sup>4</sup> Defendant Barron disputes this fact, but does not meet his burden to produce any  
23 evidence to the contrary. Instead, he relies solely on boilerplate evidentiary objections  
24 based on lack of foundation. These objections are not cognizable at this stage of the  
25 proceedings. *See Fraser v. Goodale*, 342 F.3d 1032, 1036-37 (9th Cir. 2003) (“At the  
26 summary judgment stage, we do not focus on the admissibility of the evidence’s form.  
27 We instead focus on the admissibility of its contents.”); *Block v. City of L.A.*, 253 F.3d  
28 410, 418-19 (9th Cir. 2001) (“To survive summary judgment, a party does not  
necessarily have to produce evidence in a form that would be admissible at trial, as  
long as the party satisfies the requirements of Federal Rule of Civil Procedure 56.”).

1 any of the Corporate Defendants’ businesses, and ... did not involve himself in any  
2 sign up of clients,” SUF ¶ 69, naked disavowal of liability is insufficient to avoid  
3 summary judgment where, as here, Defendant Barron has provided no evidence to the  
4 contrary.

5 Defendant Ahiga also directly participated in the unlawful conduct as he  
6 testified he was responsible for processing consumer loan modification applications  
7 and frequently spoke with loan servicers regarding potential mortgage assistance.  
8 SUF ¶ 125; *see also id.* ¶ 116 (“[Ahiga] was in charge of contacting clients, lenders,  
9 so forth” and responsible for “the processing office”). Cabral declared Defendant  
10 “Ahiga was responsible for handling clients who were unhappy with the services the  
11 company provided,” *id.* ¶ 77, and Ahiga sent a message to Defendant Dyer stating he  
12 had to change his telephone number because a customer had reported Ahiga’s number  
13 to “scampulse.com,” a website used to report scams. *Id.* ¶ 132. As for his authority to  
14 control the Corporate Defendants, not only did Defendant Ahiga implicitly admit  
15 control by failing to respond to Plaintiffs’ requests for admission, but also explicitly  
16 identified himself as the CEO, CFO, Secretary, Director, and Agent of Apex  
17 Consulting and Green Equitable Solutions. *Id.* ¶¶ 3, 9. He was also involved in the  
18 dissolution of those two entities. *Id.* ¶ 9 (dissolution paperwork for Apex Consulting  
19 signed by Defendant Ahiga); ¶ 133 (“I have to call [G]ypsy this morning to dissolve  
20 [Green Equitable Solutions]”).

21 Lastly, Defendant Dyer also directly participated in the violations of law. At  
22 his deposition, he testified he served as an “opener” for contracting customers who  
23 expressed interest in the fraudulent services, and admitted to contacting mortgage loan  
24 servicers on behalf of customers. *Id.* ¶¶ 117-18. As with the other Individual  
25 Defendants, Dyer implicitly admitted to being an officer, director, manager, or agent  
26 of each of the Corporate Defendants, and is also affirmatively identified as the CEO,  
27 CFO, Secretary, Director, and Agent for each of Infocom Entertainment, South West  
28 Consulting, and Equity Relief Funding. SUF ¶¶ 6, 12, 15.

1           **D. Relief Defendant**

2           Plaintiffs also seek disgorgement from Relief Defendant for assets received  
3 from the common enterprise. Mot. at 27-28. To obtain disgorgement against a relief  
4 defendant, a plaintiff must show that the nominal defendant “(1) received ill-gotten  
5 funds and (2) do[es] not have a legitimate claim to those funds.” *SEC v. World*  
6 *Capital Markets, Inc.*, 864 F.3d 996, 1004 (9th Cir. 2017). Relief Defendant has  
7 admitted it received funds from each of the Corporate Defendants. SUF ¶¶ 57, 65. As  
8 to the second element, Relief Defendant has failed to produce any documents or  
9 information explaining why it legitimately receive those funds. *Id.* ¶ 64. Accordingly,  
10 the court finds Plaintiffs are entitled to disgorgement from Relief Defendant.

11           **E. Penalties**

12           Plaintiffs seek restitution, civil penalties, and a permanent injunction as relief.  
13 Mot. at 28-29. Plaintiffs are entitled to seek restitution under the MARS Rule, TSR,  
14 CCPA, and CCFPL (*see* 15 U.S.C. § 57b(b); Cal. Fin. Code § 90012(b)) and seek  
15 restitution in the amount of \$15,891,536.97 against the Individual Defendants, and  
16 \$50,900.00 against Relief Defendant. Plaintiffs are also entitled to civil penalties  
17 under the CCFPL. Cal. Fin. Code § 90012(c). The DFPI’s civil penalty calculation  
18 consists of a \$5,000 per day penalty from the day DFPI acquired civil penalty  
19 authority (January 1, 2021) to the filing of Plaintiffs’ Complaint (September 12, 2022).  
20 Lastly, Plaintiffs seek to restrain permanently and enjoin the Individual Defendants  
21 from marketing, selling, advertising, or otherwise offering debt relief services;  
22 engaging in telemarketing; and otherwise making misrepresentations or other  
23 unsubstantiated claims to consumers.

24           The court finds the aforementioned forms of relief to be appropriate and  
25 ADOPTS Plaintiffs’ Proposed Order for Permanent Injunction, Monetary Judgment,  
26 and Other Relief (Dkt. 184-1) in its entirety.

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1 **CONCLUSION**

2 For the foregoing reasons, the court GRANTS summary judgment in Plaintiffs’  
3 favor and enters judgment against each of the Individual Defendants. The court  
4 further ORDERS as follows:

5 **I. DEFINITIONS**

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

7 **A. “Assisting Others” includes:**

- 8 1. performing customer service functions, including receiving or  
9 responding to consumer complaints;
- 10 2. formulating or providing, or arranging for the formulation or  
11 provision of, any advertising or marketing material, including any  
12 telephone sales script, direct mail solicitation, or the design, text,  
13 or use of images of any Internet website, email, or other electronic  
14 communication;
- 15 3. formulating or providing, or arranging for the formulation or  
16 provision of, any marketing support material or service, including  
17 web or Internet Protocol addresses or domain name registration for  
18 any Internet websites, affiliate marketing services, or media  
19 placement services;
- 20 4. providing names of, or assisting in the generation of, potential  
21 customers; or
- 22 5. performing marketing, billing, or payment services of any kind.

23 **B. “Corporate Defendants”** means Advent Consulting, Inc.; Apex  
24 Consulting & Associates Inc., also d/b/a Golden Home Services America and Home  
25 Matters USA Consulting; Equity Relief Funding, Inc., also d/b/a Academy Home  
26 Services America, Atlantic Pacific Service United, Golden Home Services United,  
27 and Home Matters USA Group; Green Equitable Solutions, also d/b/a Academy  
28 Home Services and Westwood Advocates; Infocom Entertainment Ltd, Inc., also d/b/a

1 Amstar Service Group, Atlantic Pacific Service, and Home Relief Service of America;  
2 and South West Consulting Enterprises, Inc., also d/b/a Academy Home Service,  
3 Atlantic Pacific Service Group, Golden Homes Services of America Enterprises, and  
4 Home Matters USA; and their successors and assigns.

5 C. **“Debt Relief Product or Service”** means:

- 6 1. With respect to any mortgage, loan, debt, or obligation between a  
7 Person and one or more secured or unsecured creditors or debt  
8 collectors, any Product or Service represented, expressly or by  
9 implication, to:
- 10 a. stop, prevent, or postpone any mortgage or deed of  
11 foreclosure sale for a Person’s dwelling, any other sale of  
12 collateral, any repossession of a Person’s dwelling or  
13 other collateral, or otherwise save a Person’s dwelling or  
14 other collateral from foreclosure or repossession;
  - 15 b. negotiate, obtain, or arrange a modification, or  
16 renegotiate, settle, or in any way alter any terms of the  
17 mortgage, loan, debt, or obligation, including a reduction  
18 in the amount of interest, principal balance, monthly  
19 payments, or fees owed by a Person to a secured or  
20 unsecured creditor or debt collector;
  - 21 c. obtain any forbearance or modification in the timing of  
22 payments from any secured or unsecured holder or  
23 servicer of any mortgage, loan, debt, or obligation;
  - 24 d. negotiate, obtain, or arrange any extension of the period  
25 of time within which a Person may (i) cure his or her  
26 default on the mortgage, loan, debt, or obligation, (ii)  
27 reinstate his or her mortgage, loan, debt, or obligation,  
28 (iii) redeem a dwelling or other collateral, or (iv) exercise

1 any right to reinstate the mortgage, loan, debt, or  
2 obligation or redeem a dwelling or other collateral;

3 e. obtain any waiver of an acceleration clause or balloon  
4 payment contained in any promissory note or contract  
5 secured by any dwelling or other collateral; or

6 f. negotiate, obtain, or arrange (i) a short sale of a dwelling  
7 or other collateral, (ii) a deed-in-lieu of foreclosure, or  
8 (iii) any other disposition of a mortgage, loan, debt, or  
9 obligation other than a sale to a third party that is not the  
10 secured or unsecured loan holder.

11 The foregoing shall include any manner of claimed assistance,  
12 including auditing or examining a Person's application for the  
13 mortgage, loan, debt, or obligation.

14 2. With respect to any loan, debt, or obligation between a Person and  
15 one or more unsecured creditors or debt collectors, any Product or  
16 Service represented, expressly or by implication, to:

- 17 a. repay one or more unsecured loans, debts, or obligations;  
18 or  
19 b. combine unsecured loans, debts, or obligations into one  
20 or more new loans, debts, or obligations.

21 D. **“Defendants”** means all of the Individual Defendants and the Corporate  
22 Defendants, individually, collectively, or in any combination.

23 E. **“Individual Defendants”** means Dominic Ahiga, a/k/a Michael Dominic  
24 Grinnell; Roger Scott Dyer; Armando Solis Barron; and Michael Robin Nabati.

25 F. **“Person”** means any individual, group, unincorporated association,  
26 limited or general partnership, corporation, or other business entity.

27 G. **“Product or Service”** means any good or service, including any plan or  
28 program.



1 H. “Receiver” means David P. Stapleton of the Stapleton Group.

2 I. “Relief Defendant” means MostCap Enterprises Corp, and its successors  
3 and assigns.

4 J. “Telemarketing” means any plan, program, or campaign which is  
5 conducted to induce the purchase of goods or services by use of one or more  
6 telephones, and which involves a telephone call, whether or not covered by the  
7 Telemarketing Sales Rule.

8 **II. BAN ON DEBT RELIEF PRODUCTS AND SERVICES**

9 IT IS ORDERED that the Individual Defendants are permanently restrained and  
10 enjoined, whether acting directly or through an intermediary, from advertising,  
11 marketing, promoting, offering for sale, or selling, or Assisting Others in the  
12 advertising, marketing, promoting, offering for sale, or selling, of any Debt Relief  
13 Product or Service.

14 **III. BAN ON TELEMARKETING**

15 IT IS FURTHER ORDERED that the Individual Defendants are permanently  
16 restrained and enjoined from participating in Telemarketing, whether directly or  
17 through an intermediary.

18 **IV. PROHIBITION AGAINST MISREPRESENTATIONS**

19 IT IS FURTHER ORDERED that Individual Defendants, Individual  
20 Defendants’ officers, agents, employees, and attorneys, and all other Persons in active  
21 concert or participation with any of them, who receive actual notice of this Order,  
22 whether acting directly or indirectly, in connection with the advertising, marketing,  
23 promoting, offering for sale, or selling of any Product or Service, are permanently  
24 restrained and enjoined from misrepresenting, or Assisting Others in misrepresenting,  
25 expressly or by implication:

26 A. any material aspect of the nature or terms of any refund, cancellation,  
27 exchange, or repurchase policy, including the likelihood of a consumer  
28 obtaining a full or partial refund, or the circumstances in which a full or

1 partial refund will be granted to the consumer;

2 B. that any Person is affiliated with, endorsed or approved by, or otherwise  
3 connected to any other Person; government entity; public, non-profit, or  
4 other non-commercial program, including any government homeowner  
5 assistance plan or government mortgage relief program related to  
6 COVID-19; or any other program;

7 C. the nature, expertise, position, or job title of any Person who provides  
8 any Product or Service; or

9 D. any other fact material to consumers concerning any Product or Service,  
10 such as: the total costs; any material restrictions, limitations, or  
11 conditions; or any material aspect of its performance, efficacy, time  
12 frame in which consumers can expect certain results; nature, or central  
13 characteristics.

14 **V. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

15 IT IS FURTHER ORDERED that the Individual Defendants, the Individual  
16 Defendants' officers, agents, employees, and attorneys, and all other Persons in active  
17 concert or participation with any of them, who receive actual notice of this Order,  
18 whether acting directly or indirectly, in connection with the promoting or offering for  
19 sale of any Product or Service, are permanently restrained and enjoined from making  
20 any representation or Assisting Others in making any representation, expressly or by  
21 implication, about the benefits, performance, or efficacy of any Product or Service,  
22 unless the representation is nonmisleading, including that, at the time such  
23 representation is made, they possess and rely upon competent and reliable evidence  
24 that is sufficient in quality and quantity based on standards generally accepted in the  
25 relevant fields, when considered in light of the entire body of relevant and reliable  
26 evidence, to substantiate that the representation is true.

27 ///

28

1 **VI. MONETARY JUDGMENT FOR RELIEF AGAINST INDIVIDUAL**  
2 **DEFENDANTS**

3 IT IS FURTHER ORDERED that judgment in the amount of Fifteen Million  
4 Eight Hundred Ninety-One Thousand and Five Hundred Thirty-Six Dollars and  
5 Ninety-Seven Cents (\$15,891,536.97) is entered in favor of Plaintiffs against the  
6 Individual Defendants, jointly and severally, as monetary relief.

7 **VII. MONETARY JUDGMENT FOR RELIEF AGAINST RELIEF**  
8 **DEFENDANT**

9 IT IS FURTHER ORDERED that judgment in the amount of Fifty Thousand  
10 Nine Hundred Dollars and Zero Cents (\$50,900.00) is entered in favor of Plaintiffs  
11 against Relief Defendant as monetary relief.

12 **VIII. MONETARY JUDGMENT FOR CIVIL PENALTY**

13 IT IS FURTHER ORDERED that judgment in the amount of Three Million and  
14 Ninety Five Thousand Dollars and Zero Cents (\$3,095,000.00) is entered in favor of  
15 Plaintiff DFPI against the Individual Defendants, jointly and severally, as a civil  
16 penalty.

17 **IX. ADDITIONAL MONETARY PROVISIONS**

18 IT IS FURTHER ORDERED that:

- 19 A. The monetary judgments set forth in Sections V to VII are enforceable  
20 against any asset, real or personal, whether located within the United  
21 States or outside the United States, owned jointly or singly by, on behalf  
22 of, for the benefit of, in trust by or for, or as a deposit for future goods or  
23 services to be provided to, any Individual Defendant or the Relief  
24 Defendant, whether held as tenants in common, joint tenants with or  
25 without the right of survivorship, tenants by the entirety, and/or  
26 community property.
- 27 B. In partial satisfaction of the judgment against the Individual Defendants  
28 in Sections V and VII, any financial or brokerage institution, escrow

1 agent, title company, commodity trading company, business entity, or  
2 Person, whether located within the United States or outside the United  
3 States, that holds, controls, or maintains accounts or assets of, on behalf  
4 of, or for the benefit of, any Individual Defendant, whether real or  
5 personal, whether located within the United States or outside the United  
6 States, shall, within ten (10) business days from receipt of a copy of this  
7 Order, turn over such account or asset to Plaintiffs or their designated  
8 agent, including, but not limited to:

9 **Accounts in the Name of Roger Dyer**

- 10 i. Wells Fargo Bank shall, within ten (10) business days of  
11 receipt of a copy of this Order, transfer to the Receiver or his  
12 designated agent all funds, if any, in account number  
13 xxxx4768 in the name of Roger Dyer.
- 14 ii. Fidelity Brokerage shall, within ten (10) business days of  
15 receipt of a copy of this Order, transfer to the Receiver or his  
16 designated agent all funds, if any, in:
- 17 a. Account number xxxx0167 in the name of Roger Dyer;  
18 b. Account number xxxx5103 in the name of Roger Dyer;  
19 and  
20 c. Account number xxxx4656 in the name of Roger Dyer.
- 21 iii. JPMorgan Chase shall, within ten (10) business days of  
22 receipt of a copy of this Order, transfer to the Receiver or his  
23 designated agent all funds, if any, in account number  
24 xxxx5861 in the name of Roger Dyer.

25 **Accounts in the Name of Dominic Ahiga**

- 26 i. PNC Bank shall, within ten (10) business days of receipt of a  
27 copy of this Order, transfer to the Receiver or his designated  
28

1 agent all funds, if any, in account number xxxx5848 in the  
2 name of Dominic Ahiga.

3 **Accounts in the Name of Dominic Ahiga Revocable Living Trust,**  
4 **Dominic Ahiga Trustee**

- 5 i. Wells Fargo Bank shall, within ten (10) business days of  
6 receipt of a copy of this Order, transfer to the Receiver or his  
7 designated agent all funds, if any, in account number  
8 xxxx7453 in the name of Dominic Ahiga Revocable Living  
9 Trust, Dominic Ahiga Trustee.

10 **Accounts in the Name of Michael D. Grinnell**

- 11 i. Capital One Bank shall, within ten (10) business days of  
12 receipt of a copy of this Order, transfer to the Receiver or his  
13 designated agent all funds, if any, in account number  
14 xxxx2884 in the name of Michael D. Grinnell.

15 **Accounts in the Name of Armando Solis Barron**

- 16 i. Wells Fargo Bank shall, within ten (10) business days of  
17 receipt of a copy of this Order, transfer to the Receiver or his  
18 designated agent all funds, if any, in:  
19 a. Account xxxx8611, in the name of Armando Solis  
20 Barron;  
21 b. Account number xxxx50177, in the name of Armando  
22 Solis Barron; and  
23 c. Account number xxxx8140 in the name of Armando  
24 Solis Barron.  
25 ii. Navy Federal Credit Union shall, within ten (10) business  
26 days of receipt of a copy of this Order, transfer to the  
27 Receiver or his designated agent all funds, if any, in:  
28

- a. Account number xxxx5309 in the name of Armando Solis Barron; and
- b. Account number xxxx7708 in the name of Armando Solis Barron.

**Accounts in the Name of Michael Nabati**

- i. Wells Fargo Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the Receiver or his designated agent all funds, if any, in:
  - a. Account number xxxx2645 in the name of Michael R. Nabati; and
  - b. Account number xxxx8180 in the name of Michael R. Nabati.
- ii. TD Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the Receiver or his designated agent all funds, if any, in account number xxxx8740 in the name of Michael R. Nabati.
- iii. PayPal Holdings, Inc. shall, within ten (10) business days of receipt of a copy of this Order, transfer to the Receiver or his designated agent all funds, if any, in:
  - a. Account number xxxx1372 in the name of Michael R. Nabati;
  - b. Account number xxxx30715 in the name of Michael R. Nabati;
  - c. Account number xxxx3262 in the name of Michael R. Nabati;
  - d. Account number xxxx2268 in the name of Michael R. Nabati;

- 1 e. Account number xxxx7629 in the name of Michael R.
- 2 Nabati;
- 3 f. Account number xxxx3602 in the name of Michael R.
- 4 Nabati;
- 5 g. Account number xxxx3306 in the name of Michael R.
- 6 Nabati;
- 7 h. Account number xxxx5971 in the name of Michael R.
- 8 Nabati;
- 9 i. Account number xxxx5292 in the name of Michael R.
- 10 Nabati;
- 11 j. Account number xxxx7931 in the name of Michael R.
- 12 Nabati;
- 13 k. Account number xxxx1227 in the name of Michael R.
- 14 Nabati;
- 15 l. Account number xxxx7524 in the name of Michael R.
- 16 Nabati;
- 17 m. Account number xxxx1504 in the name of Michael R.
- 18 Nabati;
- 19 n. Account number xxxx7098 in the name of Michael R.
- 20 Nabati;
- 21 o. Account number xxxx8652 in the name of Michael R.
- 22 Nabati;
- 23 p. Account number xxxx9776 in the name of Michael R.
- 24 Nabati;
- 25 q. Account number xxxx3123 in the name of Michael R.
- 26 Nabati;
- 27 r. Account number xxxx9685 in the name of Michael R.
- 28 Nabati;

- s. Account number xxxx0914 in the name of Michael R. Nabati;
- t. Account number xxxx1891 in the name of Michael R. Nabati;
- u. Account number xxxx8742 in the name of Michael R. Nabati;
- v. Account number xxxx4259 in the name of Michael R. Nabati; and
- w. Account number xxxx7684 in the name of Michael R. Nabati.

**Accounts in the Name of Michael Robin Nabati Irrevocable Living Trust**

- i. Wells Fargo Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the Receiver or his designated agent all funds, if any, in account number xxxx0013 in the name of Michael Robin Nabati Irrevocable Living Trust.

**Real Property in the Name of Michael Robin Nabati Irrevocable Living Trust**

- i. 109 Harbor Woods Place, #109, Newport Beach, CA 92660; and
  - ii. 203 Harbor Woods Place #203, Newport Beach, CA 92660
- C. In partial satisfaction of the judgment against the Relief Defendant in Section VI, any financial or brokerage institution, escrow agent, title company, commodity trading company, business entity, or Person, whether located within the United States or outside the United States, that holds, controls, or maintains accounts or assets of, on behalf of, or for the benefit of, the Relief Defendant, whether real or personal, whether



1 located within the United States or outside the United States, shall, within  
2 ten (10) business days from receipt of a copy of this Order, turn over  
3 such accounts or assets to the Receiver or his designated agent, including,  
4 but not limited to:

5 **Accounts in the name of MostCap Enterprises, Corp.**

6 i. Wells Fargo Bank shall, within ten (10) business days of  
7 receipt of a copy of this Order, transfer to the Receiver or his  
8 designated agent all funds, if any, in account number  
9 xxxx3506 in the name of Mostcap Enterprises, Corp.

- 10 D. The Individual Defendants and the Relief Defendant shall disclose all  
11 assets, including personal property, not previously disclosed to Plaintiffs  
12 and the Receiver.
- 13 E. The Individual Defendants and the Relief Defendant shall cooperate fully  
14 with Plaintiffs and the Receiver and shall takes steps as any of them may  
15 require to transfer possession of the assets covered by Sections V to VII  
16 and to assist in the final liquidation of the assets, including executing any  
17 documents, procuring the signatures of any person or entity under their  
18 control, providing access to the assets, providing any necessary  
19 information, and turning over the assets.
- 20 F. The asset freeze is modified to permit the transfers identified in this  
21 Section. Upon satisfaction of the monetary judgments set forth in  
22 Sections V to VII, the asset freeze as to the Individual Defendants and  
23 Relief Defendant is dissolved.
- 24 G. The Individual Defendants and Relief Defendant relinquish dominion and  
25 all legal and equitable right, title, and interest in all assets transferred  
26 pursuant to this Order and may not seek the return of any assets.  
27  
28

- 1 H. Money received by Plaintiffs will be used to satisfy the payment of the  
2 monetary relief judgments in Sections V and VI before being used to  
3 satisfy the civil penalty awarded in Section VII.
- 4 I. All money received by Plaintiffs pursuant to Sections V and VI may be  
5 deposited into a fund administered by Plaintiffs or their designees to be  
6 used for consumer relief, such as redress and any attendant expenses for  
7 the administration of any redress fund. If representatives of Plaintiffs  
8 decide that direct redress to consumers is wholly or partially  
9 impracticable or money remains after such redress is completed,  
10 Plaintiffs may apply any remaining money for such related relief  
11 (including consumer information remedies) as they determine to be  
12 reasonably related to the Individual Defendants' and the Relief  
13 Defendant's practices alleged in the First Amended Complaint, or  
14 Plaintiffs may distribute funds to Plaintiff DFPI to satisfy the payment of  
15 any civil penalty awarded in Section VII. The Individual Defendants and  
16 Relief Defendant have no right to challenge any actions Plaintiffs or their  
17 representatives may take pursuant to this Section.
- 18 J. Any money received by Plaintiffs pursuant to Section VII shall be  
19 provided to Plaintiff DFPI to satisfy the payment of any civil penalty  
20 awarded in Section VII, pursuant to Cal. Fin. Code § 90007. The  
21 Individual Defendants and Relief Defendants have no right to challenge  
22 any actions Plaintiff DFPI or its representatives may take pursuant to this  
23 Section.
- 24 K. The Individual Defendants and Relief Defendant acknowledge that their  
25 Taxpayer Identification Numbers (Social Security Numbers or Employer  
26 Identification Numbers), which they must submit to Plaintiffs within  
27 seven days of entry of this Order, may be used for collecting and  
28

1 reporting on any delinquent amount arising out of this Order, in  
2 accordance with 31 U.S.C. §7701.

3 **X. CUSTOMER INFORMATION**

4 IT IS FURTHER ORDERED that the Individual Defendants, the Individual  
5 Defendants' officers, agents, employees, and attorneys, and all other Persons in active  
6 concert or participation with any of them, who receive actual notice of this Order,  
7 whether acting directly or indirectly, in connection with the promoting or offering for  
8 sale of any Product or Service, are permanently restrained and enjoined from directly  
9 or indirectly:

- 10 A. failing to provide sufficient customer information to enable Plaintiffs to  
11 efficiently administer consumer redress. If representatives of the  
12 Plaintiffs request in writing any information related to redress, the  
13 Individual Defendants must provide it, in the form prescribed by the  
14 Commission, within fourteen (14) days;
- 15 B. disclosing, using, or benefitting from customer information, including the  
16 name, address, telephone number, email address, social security number,  
17 other identifying information, or any data that enables access to a  
18 customer's account (including a credit card, bank account, or other  
19 financial account), that any Defendant obtained prior to entry of this  
20 Order in connection with any Debt Relief Product or Service; and
- 21 C. failing to destroy such customer information in all forms in their  
22 possession, custody, or control within thirty (30) days after receipt of  
23 written direction to do so from representatives of Plaintiffs.

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

27 **XI. ORDER ACKNOWLEDGMENTS**

1 IT IS FURTHER ORDERED that the Individual Defendants and Relief  
2 Defendant obtain acknowledgments of receipt of this Order:

3 A. Each Individual Defendant and Relief Defendant, within seven (7) days  
4 of entry of this Order, must submit to Plaintiffs an acknowledgment of  
5 receipt of this Order sworn under penalty of perjury.

6 B. For five (5) years after entry of this Order, each Individual Defendant for  
7 any business that such Defendant, individually or collectively with any  
8 other Defendant(s), is the majority owner or controls directly or  
9 indirectly must deliver a copy of this Order to: (1) all principals, officers,  
10 directors, and LLC managers and members; (2) all employees having  
11 managerial responsibilities for conduct related to the subject matter of the  
12 Order and all agents and representatives who participate in conduct  
13 related to the subject matter of the Order; and (3) any business entity  
14 resulting from any change in structure as set forth in the Section titled  
15 Compliance Reporting. Delivery must occur within seven (7) days of  
16 entry of this Order for current personnel. For all others, delivery must  
17 occur before they assume their responsibilities.

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

21 **XII. COMPLIANCE REPORTING**

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

24 A. One (1) year after entry of this Order, each Individual Defendant must  
25 submit a compliance report, sworn under penalty of perjury, that must:  
26 (a) identify all telephone numbers and all physical, postal, email and  
27 Internet addresses, including all residences; (b) identify all business  
28 activities, including any business for which such Defendant performs

1 services whether as an employee or otherwise and any entity in which  
2 such Defendant has any ownership interest; and (c) describe in detail  
3 such Defendant's involvement in each such business, including title, role,  
4 responsibilities, participation, authority, control, and any ownership.

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

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

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

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

27 D. Any submission to the Commission required by this Order to be sworn  
28 under penalty of perjury must be true and accurate and comply with 28

1 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury  
2 under the laws of the United States of America that the foregoing is true  
3 and correct. Executed on: \_\_\_\_\_” and supplying the date, signatory’s  
4 full name, title (if applicable), and signature.

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

### 12 **XIII. RECORDKEEPING**

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

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

### 27 **XIV. COMPLIANCE MONITORING**

28

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

- 4 A. Within fourteen (14) days of receipt of a written request from a  
5 representative of Plaintiffs, each Individual Defendant and Relief  
6 Defendant must: submit additional compliance reports or other requested  
7 information, which must be sworn under penalty of perjury; appear for  
8 depositions; and produce documents for inspection and copying.  
9 Plaintiffs are also authorized to obtain discovery, without further leave of  
10 court, using any of the procedures prescribed by Federal Rules of Civil  
11 Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45,  
12 and 69.
- 13 B. For matters concerning this Order, Plaintiffs are authorized to  
14 communicate directly with each Individual Defendant and the Relief  
15 Defendant. The Individual Defendants and the Relief Defendant must  
16 permit representatives of Plaintiffs to interview any employee or other  
17 Person affiliated with any Defendant who has agreed to such an  
18 interview. The Person interviewed may have counsel present.
- 19 C. Plaintiffs may use all other lawful means to monitor compliance with this  
20 Order, including by posing, through its representatives, as consumers,  
21 suppliers, or other individuals or entities to the Individual Defendants,  
22 Relief Defendant, or any individual or entity affiliated with these  
23 Defendants, without the necessity of identification or prior notice.  
24 Nothing in this Order limits the FTC's lawful use of compulsory process,  
25 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.
- 26 D. Upon written request from a representative of Plaintiffs, any consumer  
27 reporting agency must furnish consumer reports concerning the  
28

1 Individual Defendants, pursuant to Section 604(1) of the Fair Credit  
2 Reporting Act, 15 U.S.C. § 1681b(a)(1).

3  
4 **XV. RETENTION OF JURISDICTION**

5 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter  
6 for purposes of construction, modification, and enforcement of this Order.  
7

8 IT IS SO ORDERED.

9  
10 Dated: February 2, 2024

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12 \_\_\_\_\_  
13 FERNANDO L. AENLLE-ROCHA  
14 United States District Judge  
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