

1 LUIS GALLEGOS
Oklahoma Bar No. 19098; lgallegos@ftc.gov
2 REID TEPFER
Texas Bar No. 24079444; rtepfer@ftc.gov
3

4 Federal Trade Commission
1999 Bryan St., Suite 2150
Dallas, TX 75201
5 Phone: (214) 979-9383 (Gallegos)
Fax: (214) 953-3079
6

Attorneys for Federal Trade Commission
7

8 **UNITED STATES DISTRICT COURT**
DISTRICT OF NEVADA

9
10 **FEDERAL TRADE COMMISSION**

11 **Plaintiff,**

12 **v.**

13 **SUPERIOR SERVICING LLC, a limited liability**
company;

14 **SUNRISE SOLUTIONS USA LLC, a limited**
15 **liability company;**

16 **ALUMNI ADVANTAGE LLC, a limited liability**
17 **company;**

18 **STUDENT PROCESSING CENTER GROUP LLC,**
a limited liability company;

19 **SPCTWO LLC, a limited liability company;**

20 **ACCREDIT LLC, a limited liability company;**

21 **DENNISE MERDJANIAN, aka Dennise Correa,**
22 **individually and as managing member of**
SUPERIOR SERVICING LLC,

23 **ERIC CALDWELL, individually and as owner,**
24 **officer, or manager of SUPERIOR SERVICING**
LLC, SUNRISE SOLUTIONS USA LLC,

Case No. 24-cv-2163-GMN-MDC

STIPULATED ORDER FOR
PERMANENT INJUNCTION,
MONETARY JUDGMENT, AND
OTHER RELIEF AS TO
DEFENDANT DAVID HERNANDEZ

ALUMNI ADVANTAGE LLC, STUDENT
PROCESSING CENTER GROUP LLC, SPCTWO
LLC, and ACCREDIT LLC; and

DAVID HERNANDEZ, individually and as owner,
officer, or manager of SUPERIOR SERVICING
LLC, SUNRISE SOLUTIONS USA LLC,
ALUMNI ADVANTAGE LLC, STUDENT
PROCESSING CENTER GROUP LLC, SPCTWO
LLC, and ACCREDIT LLC,

Defendants.

Plaintiff, the Federal Trade Commission (“Commission”), filed its Complaint for Permanent Injunction, Monetary Judgment, and Other Relief, subsequently amended as First Amended Complaint for Permanent Injunction, Monetary Judgment, and Other Relief, as amended (“Complaint”), for a permanent injunction, monetary relief, and other relief pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) & 57b, Section 6(b) of the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. § 6105(b), and Section 522(a) of the Gramm-Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6822(a). The Commission and Settling Defendant David Hernandez stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief as to Defendant David Hernandez (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, Section 521 of the GLB Act, 15 U.S.C. § 6821, and the FTC’s Trade

1 Regulation Rule on Impersonation of Government and Businesses (“Impersonation Rule”), 16
2 C.F.R. Part 461, in connection with Defendants’ marketing and sale of student loan debt relief
3 services.

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

7 4. Settling Defendant and his wife, Vanessa Marie Fredricksen (“Fredricksen”),
8 waive any claim they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412,
9 concerning the prosecution of this action through the date of this Order, and agree to bear their
10 own costs and attorney fees.

11 5. Settling Defendant, Fredricksen, and the Commission waive all rights to appeal or
12 otherwise challenge or contest the validity of this Order.

13 **DEFINITIONS**

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

15 A. “**Asset**” means any legal or equitable interest in, right to, or claim to, any
16 property, wherever located and by whomever held, whether tangible, intangible, digital,
17 intellectual property, or otherwise.

18 B. “**Assisting Others**” includes:

19 1. Performing customer service functions, including receiving or responding
20 to consumer complaints;

21 2. Formulating or providing, or arranging for the formulation or provision of,
22 any advertising or marketing material, including any telephone sales script, direct mail
23 solicitation, or the design, text, or use of images of any Internet website, email, or other
24 electronic communication;

1 3. Formulating or providing, or arranging for the formulation or provision of,
2 any marketing support material or service, including web or Internet Protocol addresses
3 or domain name registration for any Internet websites, affiliate marketing services, or
4 media placement services;

5 4. Providing names of, or assisting in the generation of, potential customers;

6 5. Performing marketing, billing, payment processing, or payment services
7 of any kind; or

8 6. Acting or serving as an owner, officer, director, manager, or principal of
9 any entity.

10 C. **“Clearly and Conspicuously”** means that a required disclosure is easily
11 noticeable (*i.e.*, difficult to miss) and easily understandable by reasonable consumers, including
12 in all of the following ways:

13 1. In any communication that is solely visual or solely audible, the disclosure
14 must be made through the same means through which the communication is presented.
15 In any communication made through both visual and audible means, such as a television
16 advertisement, the disclosure must be presented simultaneously in both the visual and
17 audible portions of the communication even if the representation requiring the disclosure
18 is made in only one means.

19 2. A visual disclosure, by its size, contrast, location, the length of time it
20 appears, and other characteristics, must stand out from any accompanying text or other
21 visual elements so that it is easily noticed, read, and understood.

22 3. An audible disclosure, including by telephone or streaming video, must be
23 delivered in a volume, speed, and cadence sufficient for reasonable consumers to easily
24 hear and understand it.

1 4. In any communication using an interactive electronic medium, such as the
2 Internet or software, the disclosure must be unavoidable.

3 5. The disclosure must use diction and syntax understandable to reasonable
4 consumers and must appear in each language in which the representation that requires the
5 disclosure appears.

6 6. The disclosure must comply with these requirements in each medium
7 through which it is received, including all electronic devices and face-to-face
8 communications.

9 7. The disclosure must not be contradicted or mitigated by, or inconsistent
10 with, anything else in the communication.

11 8. When the representation or sales practice targets a specific audience, such
12 as children, the elderly, or the terminally ill, “reasonable consumers” includes members
13 of that group.

14 D. “**Consumer**” means any Person.

15 E. “**Defendants**” means all of the Individual Defendants and the Corporate
16 Defendants, individually, collectively, or in any combination.

17 1. “**Corporate Defendants**” means Superior Servicing LLC, Sunrise
18 Solutions USA, LLC, Alumni Advantage LLC, Student Processing Center Group LLC,
19 SPCTWO LLC, Accredited LLC and their successors and assigns.

20 2. “**Individual Defendants**” means Dennise Merdjanian, Eric Caldwell, and
21 David Hernandez.

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

1 G. **“Receiver”** means Krista Freitag, the Court-appointed Receiver in this case.

2 H. **“Receivership Entities”** means Corporate Defendants, as well as any other entity
 3 that has conducted any business related to Defendants’ student loan debt relief services business,
 4 including receipt of assets derived from any activity that is the subject of the Complaint in this
 5 matter, and which the Receiver has reason to believe is owned or controlled in whole or in part
 6 by any Defendant, including, but not limited to, Superior Servicing LLC, Accredited, LLC, Sunrise
 7 Solutions USA, LLC, Alumni Advantage, LLC, Student Processing Center Group, LLC,
 8 SPCTWO, LLC, Gold West Financial, LLC, DM Financial, LLC, LJC Music National LLC,
 9 South Coast Services, LLC, Business Done Right Inc., ET&C Holdings, LLC, Capital Servicing,
 10 LLC, Cornerstone Doc Prep, Inc., Amerifed Doc Prep, LLC, Amerifed Servicing, Inc.,
 11 Scholastic Solutions LLC, and First Clover Capital, Inc.

12 I. **“Settling Defendant”** means David Hernandez.

13 J. **“Secured or Unsecured Debt Relief Product or Service”** means:

14 1. With respect to any mortgage, loan, debt, or obligation between a Person
 15 and one or more secured or unsecured creditors or debt collectors, any product, service,
 16 plan, or program represented, expressly or by implication, to:

17 a. stop, prevent, or postpone any mortgage or deed of foreclosure sale
 18 for a Person’s dwelling, any other sale of collateral, any repossession of a
 19 Person’s dwelling or other collateral, or otherwise save a Person’s dwelling or
 20 other collateral from foreclosure or repossession;

21 b. negotiate, obtain, or arrange a modification, or renegotiate, settle,
 22 reduce, or in any way alter any terms of the mortgage, loan, debt, or obligation,
 23 including a reduction in the amount of interest, principal balance, monthly
 24

1 payments, or fees owed by a Person to a secured or unsecured creditor or debt
2 collector;

3 c. obtain any forbearance or modification in the timing of payments
4 from any secured or unsecured holder or servicer of any mortgage, loan, debt, or
5 obligation;

6 d. negotiate, obtain, or arrange any extension of the period of time
7 within which a Person may (i) cure his or her default on the mortgage, loan, debt,
8 or obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation,
9 (iii) redeem a dwelling or other collateral, or (iv) exercise any right to reinstate
10 the mortgage, loan, debt, or obligation or redeem a dwelling or other collateral;

11 e. obtain any waiver of an acceleration clause or balloon payment
12 contained in any promissory note or contract secured by any dwelling or other
13 collateral; or

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

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

20 2. With respect to any loan, debt, or obligation between a Person and one or
21 more unsecured creditors or debt collectors, any product, service, plan, or program
22 represented, expressly or by implication, to:

23 a. repay one or more unsecured loans, debts, or obligations; or
24

b. combine unsecured loans, debts, or obligations into one or more new loans, debts, or obligations.

K. “**Telemarketing**” means any plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call, whether or not covered the Telemarketing Sales Rule.

ORDER

I. BAN ON SECURED OR UNSECURED DEBT RELIEF PRODUCTS OR SERVICES

IT IS ORDERED that Settling Defendant, whether acting directly or through an intermediary, is permanently restrained and enjoined from:

A. Advertising, marketing, promoting, offering for sale, or selling any Secured or Unsecured Debt Relief Product or Service; and

B. Assisting others in the advertising, marketing, promoting, offering for sale, or selling any Secured or Unsecured Debt Relief Product or Service.

II. PROHIBITED TELEMARKETING PRACTICES

IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant’s officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with Telemarketing, are permanently restrained and enjoined from violating, or Assisting Others in violating, the Telemarketing Sales Rule, 16 C.F.R Part 310, a copy of which is attached as Attachment A.

III. PROHIBITED BUSINESS ACTIVITIES

IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with advertising, marketing, promoting, distributing, servicing, offering, or selling any product or service are permanently restrained and enjoined from engaging in, or assisting others engaged in, the following:

A. Misrepresenting, expressly or by implication:

1. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a Consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the Consumer;
2. The nature, expertise, position, or job title of any Person who provides any product, service, plan, or program;
3. The ability to improve or otherwise affect a Consumer's credit record, credit history, credit rating, or ability to obtain credit, including that a Consumer's credit record, credit history, credit rating, or ability to obtain credit can be improved by permanently removing negative information from the Consumer's credit record or history even where such information is accurate and not obsolete;
4. That a Consumer will save money;
5. Any benefit of such product or service;
6. Any requirements for obtaining such product or service;
7. The existence, amount, or timing of any fees or charges, or the total cost to purchase, receive, or use such product or service; or

1 8. Any other fact material to Consumers concerning any product or service,
2 such as: the total costs; any material restrictions, limitations, or conditions to
3 purchase, receive, or use such product or service; or any material aspect of the
4 performance, efficacy, nature, or central characteristics of such product or service.

5 B. Failing to disclose Clearly and Conspicuously the fact, if true, that a Consumer
6 must activate, request, initiate, or otherwise take some affirmative action in order to receive or
7 use such product or service; or

8 C. Making any representation, expressly or by implication, about the benefits,
9 performance, or efficacy of any product or service, unless the representation is non-misleading,
10 including that, at the time such representation is made, Settling Defendant possesses and relies
11 upon competent and reliable evidence that is sufficient in quality and quantity based on standards
12 generally accepted in the relevant fields, when considered in light of the entire body of relevant
13 and reliable evidence, to substantiate that the representation is true.

14 **IV. INJUNCTION RELATING TO IMPERSONATING ANY GOVERNMENT**
15 **ENTITY OR PERSON**

16 IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's officers,
17 agents, employees, and attorneys, and all other Persons in active concert or participation with
18 any of them, who receive actual notice of this Order, whether acting directly or indirectly, in
19 connection with the marketing, promoting, distributing, servicing, offering, or selling any
20 product or service, are hereby permanently restrained and enjoined from:

21 A. Misrepresenting or assisting others in misrepresenting, expressly or by
22 implication, that any Person is affiliated with, endorsed, sponsored by, or approved by, or
23 otherwise connected to any other Person; government entity; public, non-profit, or other non-
24 commercial program; or any other program; and

1 B. Violating the FTC's Impersonation Rule, 16 C.F.R. Part 461, a copy of which is
2 attached as Attachment B.

3 **V. INJUNCTION RELATING TO CONSUMER FINANCIAL INFORMATION**

4 IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's officers,
5 agents, employees, and attorneys, and all other Persons in active concert or participation with
6 any of them, who receive actual notice of this Order, whether acting directly or indirectly, are
7 hereby permanently restrained and enjoined from:

8 A. Making any false, fictitious, or fraudulent statement or representation to any
9 Person to obtain or attempt to obtain information of a Consumer, including, but not limited to,
10 credit or debit card numbers, bank account numbers and routing numbers, and consumer credit
11 reports; or

12 B. Violating the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, §§ 6821-6827,
13 a copy of which is attached as Attachment C.

14 **VI. CONTINUATION OF RECEIVERSHIP**

15 IT IS FURTHER ORDERED that Krista Freitag shall continue as a permanent receiver over
16 the Receivership Entities with full powers of a permanent receiver, including those powers set
17 forth in the Preliminary Injunctions entered on December 6th and 19th, 2024 (ECF Nos. 30 and
18 42), and including full liquidation powers. Upon termination of the receivership and final
19 payment to the Receiver of all approved fees, costs, and expenses, the Receiver shall turn over to
20 the Commission or its designated agent all remaining Assets in the receivership estate.

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

22 IT IS FURTHER ORDERED that:

23 A. Judgment in the amount of **FOURTY-FIVE MILLION NINE HUNDRED**
24 **FIFTY NINE THOUSAND AND TWELVE AND 69/100 Dollars, (\$45,959,012.69)** is

1 entered in favor of the Commission against Settling Defendant, jointly and severally with any
 2 other Defendant to the extent subsequently ordered, as monetary relief.

3 B. Settling Defendant is ordered to pay to the Commission **ONE HUNDRED AND**
 4 **EIGHT THOUSAND NINE HUNDRED AND THIRTEEN Dollars \$108,913.00**, which, as
 5 Settling Defendant stipulates, the Receiver holds in escrow for no purpose other than payment to
 6 the Commission. Such payment must be made within 7 days of entry of this Order by electronic
 7 fund transfer in accordance with instructions provided by a representative of the Commission.

8 C. Settling Defendant, immediately upon entry of this Order, to the extent he has not
 9 already done so, is ordered to take all necessary steps to surrender to the Receiver all his control,
 10 title, dominion, and interest, whether held directly or indirectly, in the following Assets:

11 1. On behalf of Business Done Right LLC:

- 12 a. Monies held in or obtained from Business Done Right,
 13 LLC's Banner bank account ending 8416;
- 14 b. Monies held in or obtained from Business Done Right,
 15 LLC's Charles Schwab account ending 1450;
- 16 c. Monies held in or obtained from Business Done Right,
 17 LLC's Charles Schwab account ending 9210;
- 18 d. Monies held in or obtained from Business Done Right,
 19 LLC's Pacific Life Insurance account ending 9270;
- 20 e. The debt owed by Elhamy Yousseff to Business Done Right;
 21 and
- 22 f. The real property located at 10591 Bent Tree Road, Santa
 23 Ana, California 92705 [APN 104-290-16] titled in the name
 24 of Business Done Right LLC;

- 1 2. On behalf of Goldwest Financial LLC, monies held in or obtained from the
- 2 Banner bank account ending 3020;
- 3 3. Any Asset of the Receivership Entities or purchased with Receivership Entity
- 4 funds, including but not limited to investments or loans paid or made using
- 5 funds from Receivership Entities in which Settling Defendant has or had any
- 6 ownership interest, whether such Asset was documented in writing or not.
- 7 Settling Defendant shall fully and in good faith cooperate and assist the
- 8 Receiver in recovering any Asset transferred to third parties if the Receiver
- 9 notifies Settling Defendant in writing she has determined that such Asset is
- 10 recoverable or such Asset was transferred without reasonably equivalent value
- 11 being received in exchange;

12 D. Settling Defendant and Fredricksen:

- 13 1. upon written notice to do so from the Receiver, to the extent they have not
- 14 already done so, are ordered to take all steps necessary to transfer to the Receiver
- 15 all control, rights, title, dominion, and interest, whether held directly or indirectly,
- 16 in the real property located at 5814 E. Bryce Avenue, Orange, California 92867
- 17 [APN 370-183-06] (“Bryce Property”) for liquidation. Settling Defendant and
- 18 Fredricksen represent and warrant that they are the sole owners of the Bryce
- 19 Property. Settling Defendant and Fredricksen represent and warrant that they
- 20 have not encumbered the property with any lien, mortgage, deed of trust,
- 21 assignment, pledge, security interest, obligation, or other interest, except for those
- 22 disclosed in the sworn financial statements submitted to the Commission
- 23 identified below in Subsection F of this Section. Settling Defendant and
- 24 Fredricksen are ordered to cooperate fully and in good faith with the Receiver in

1 connection with the Receiver's efforts to liquidate the Bryce Property including,
2 but not limited to: making themselves available to the Receiver; delivering all
3 documents, records, and files relating to the Bryce Property requested by the
4 Receiver; executing consents to authorize the Receiver to communicate with and
5 transact with any banks or financial institutions holding or asserting
6 encumbrances and liens against the Bryce Property; procuring the signatures of
7 any person or entity under their control as requested by the Receiver; and signing
8 any documents necessary to transfer ownership, release encumbrances or liens, or
9 otherwise requested by the Receiver. If requested to execute documents, Settling
10 Defendant and Fredricksen each shall execute and return such documents within
11 three days of a request by the Receiver.

- 12 2. If the Receiver provides written notice to Settling Defendant and Fredricksen that
13 she will not take title to and liquidate the Bryce Property, Settling Defendant and
14 Fredricksen are ordered to take all necessary steps to liquidate the Bryce Property,
15 whether through an arm's length sale at their own expense or by allowing a
16 foreclosure action to proceed. Settling Defendant and Fredricksen are ordered to
17 initiate such steps with 7 days of receiving such notice. Time is of the essence for
18 such liquidation. Settling Defendant and Fredricksen are ordered to pay to the
19 Commission all proceeds due to them from such liquidation by electronic fund
20 transfer in accordance with instructions to be provided by a representative of the
21 Commission. Settling Defendant and Fredricksen are ordered to forward to the
22 Commission all documentation of such liquidation in accordance with instructions
23 to be provided by a representative of the Commission.

1 3. The Receiver shall determine whether to proceed under Subsection VII.D.1 or
2 VII.D.2 above and shall provide written notice to Settling Defendant and
3 Fredricksen accordingly within 60 days of entry of the Order.

4 4. The Receiver may, at any point after having provided the notice required under
5 Subsection (D)(3) of this Section, turn the property over to the mortgagor for a
6 foreclosure action to proceed if she determines that she is unable to sell the Bryce
7 Property for a sufficient amount to cover the amount owed on the loan and the
8 expenses associated with the sale of the Bryce Property. Settling Defendant and
9 Fredricksen are ordered to pay to the Commission all proceeds due to them from
10 such foreclosure action by electronic fund transfer in accordance with instructions
11 to be provided by a representative of the Commission. Settling Defendant and
12 Fredricksen are ordered to forward to the Commission all documentation of such
13 foreclosure action in accordance with instructions to be provided by a
14 representative of the Commission.

15 E. Upon such payments, releases, and surrenders, specified in Subsections B, C, and
16 D of this Section, the remainder of the judgment is suspended, subject to the Subsections below.

17 F. The Commission's agreement to the suspension of part of the judgment is
18 expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendant's
19 sworn financial statements and related documents (collectively, "financial representations")
20 submitted to the Commission, namely:

21 1. the Financial Statements of Individual Defendant David Hernandez signed
22 or submitted on January 24, 2025, March 11, 2025, April 15, 2025, and June 26, 2025,
23 including attachments and supplemental materials;
24

2. the Financial Statement of Business Done Right Inc. signed on March 10, 2025, including any attachments and supplemental materials;

3. the Financial Statement of Gold West Financial LLC signed on March 10, 2025, including any attachments;

4. the Financial Statement of SPCTWO LLC signed on March 10, 2025, including any attachments;

5. the Financial Statement of Accredited LLC signed on March 10, 2025, including any attachments;

6. the Financial Statement of Student Processing Center LLC signed on March 10, 2025, including any attachments; and

7. the Financial Statement of Family Comes First LLC signed on April 7, 2025, including any attachments;

G. The suspension of the judgment will be lifted as to Settling Defendant if, upon motion by the Commission, the Court finds that Settling Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.

H. If the suspension of the judgment is lifted, the judgment becomes immediately due as to Settling Defendant in the amount specified in Subsection VII.A above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

I. Settling Defendant and Fredricksen relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

1 J. The Receiver shall liquidate all Assets identified in Subsections C and D and
2 transferred to the Receiver pursuant to this Order. After payment to the Receiver of any expenses
3 related to the sale of the Asset identified in Subsection D, all proceeds from the liquidation of
4 that Asset shall be paid to the Commission. Except as specified below, all monies collected
5 pursuant to the sale of the Assets identified in Subsection C shall be deposited into the
6 receivership estate and disbursed in accordance with Section VI of this Order. The Receiver is
7 excused from the requirements of 28 U.S.C. §§ 2001 and 2004 in connection with any pending
8 or contemplated sale by the Receiver. With respect to the Assets identified in Subsections
9 C(1)(b) and (c) of this Section, the Receiver shall withhold \$83,810 for the sole purpose of
10 paying any applicable federal and state income taxes owed by Settling Defendant as a result of
11 the early withdrawal of funds from those accounts. By March 1, 2026, Settling Defendant must
12 provide the Receiver with documents prepared by a certified public accountant which reflect the
13 amount of applicable federal and state income taxes owed by Settling Defendant as a result of the
14 early withdrawal of the monies from the accounts identified in Subsections C(1)(b) and (c) of
15 this Section. Any remaining funds not used to pay applicable federal and state income taxes
16 owed by Settling Defendant from the withheld \$83,810 shall be deposited into the receivership
17 estate and disbursed in accordance with Section VI of this Order.

18 K. Any entity or person, including Settling Defendant or any financial institution
19 holding Settling Defendant's Assets and the Assets identified in Subsections C and D of this
20 Section, are ordered to transfer those Assets to the Commission or Receiver, in accordance with
21 instructions provided by a representative of the Commission or Receiver, within seven days of
22 receiving notice of this Order.

23 L. The facts alleged in the Complaint will be taken as true, without further proof, in
24 any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to

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

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

6 N. Settling Defendant acknowledges that Settling Defendant's Employer
7 Identification Number, Social Security number, or Taxpayer Identification Number ("TIN"),
8 including all TINs that Settling Defendant previously provided, may be used by the Commission
9 for reporting and lawful purposes, including collecting on any delinquent amount arising out of
10 this Order in accordance with 31 U.S.C. § 7701.

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

21 P. The asset freeze is modified to permit the transfers and liquidations identified in
22 this Section. Upon completion of those transfers and liquidations, the asset freeze as to Settling
23 Defendant is dissolved.
24

1 **VIII. CUSTOMER INFORMATION**

2 IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's officers,
3 agents, employees, and attorneys, and all other Persons in active concert or participation with
4 any of them, who receive actual notice of this Order are permanently restrained and enjoined
5 from directly or indirectly:

6 A. failing to provide sufficient customer information to enable the Commission to
7 efficiently administer consumer redress. If a representative of the Commission requests in
8 writing any information related to redress, Settling Defendant must provide it, in the form
9 prescribed by the Commission, within 14 days;

10 B. disclosing, using, or benefitting from customer information, including the name,
11 address, telephone number, email address, Social Security number, FSA ID, other identifying
12 information, or any data that enables access to a customer's account (including a credit card,
13 bank account, or other financial account), that Settling Defendant obtained prior to entry of this
14 Order in connection with the marketing and sale of Secured or Unsecured Debt Relief Product or
15 Service; and

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

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

21 **IX. COOPERATION**

22 IT IS FURTHER ORDERED that Settling Defendant must fully cooperate with
23 representatives of the Commission in this case and in any investigation related to or associated
24 with the transactions or the occurrences that are the subject of the Complaint. Settling Defendant

1 must provide truthful and complete information, evidence, and testimony. Settling Defendant
2 must appear, and Settling Defendant must cause their officers, employees, representatives, or
3 agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a
4 Commission representative may reasonably request upon 14 days written notice, or other
5 reasonable notice, at such places and times as a Commission representative may designate,
6 without the service of a subpoena.

7 **X. ORDER ACKNOWLEDGMENTS**

8 **IT IS FURTHER ORDERED** that Settling Defendant obtain acknowledgments of
9 receipt of this Order:

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

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

21 C. From each individual or entity to which Settling Defendant delivered a copy of
22 this Order, Settling Defendant must obtain, within 30 days, a signed and dated acknowledgment
23 of receipt of this Order.
24

XI. COMPLIANCE REPORTING

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

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

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

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

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

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

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

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

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

1 E. Unless otherwise directed by a Commission representative in writing, all
2 submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or
3 sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement,
4 Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW,
5 Washington, DC 20580. The subject line must begin: FTC v. Superior Servicing, et al., Matter
6 No. X250009.

7 XII. RECORDKEEPING

8 IT IS FURTHER ORDERED that Settling Defendant must create certain records for 20
9 years after entry of the Order, and retain each such record for 5 years. Specifically, Settling
10 Defendant, for any business that Settling Defendant, individually or collectively with any other
11 Defendants, is a majority owner or controls directly or indirectly, must create and retain the
12 following records:

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

1 G. copies of all contracts and communications with vendors providing payment
2 processing services; and

3 H. copies of all contracts with vendors providing lead generation services.

4 **XIII. COMPLIANCE MONITORING**

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

8 A. Within 14 days of receipt of a written request from a representative of the
9 Commission, Settling Defendant must: submit additional compliance reports or other requested
10 information, which must be sworn under penalty of perjury; appear for depositions; and produce
11 documents for inspection and copying. The Commission is also authorized to obtain discovery,
12 without further leave of court, using any of the procedures prescribed by Federal Rules of Civil
13 Procedure 29, 30 (including depositions by remote means), 31, 33, 34, 36, 45, and 69.

14 B. For matters concerning this Order, the Commission is authorized to communicate
15 directly with Settling Defendant. Settling Defendant must permit representatives of the
16 Commission to interview any employee or other Person affiliated with Settling Defendant who
17 has agreed to such an interview. The Person interviewed may have counsel present.

18 C. The Commission may use all other lawful means, including posing, through its
19 representatives as consumers, suppliers, or other individuals or entities, to Settling Defendant or
20 any individual or entity affiliated with Settling Defendant, without the necessity of identification
21 or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory
22 process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.
23
24

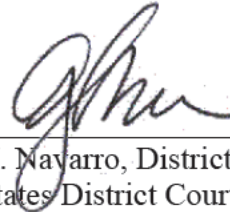
1 D. Upon written request from a representative of the Commission, any consumer
2 reporting agency must furnish consumer reports concerning Settling Defendant, pursuant to
3 Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

4 **XIV. RETENTION OF JURISDICTION**

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

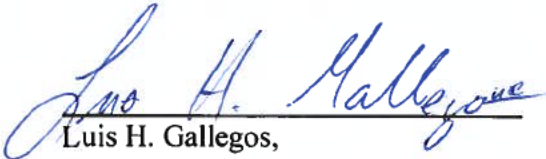
7
8 **IT IS FURTHER ORDERED** that the Joint Motion for Permanent Injunction (ECF No. 77) is
9 **GRANTED.**

10
11 Dated this 9 day of September, 2025.

12 
13 _____
14 Gloria M. Navarro, District Judge
15 United States District Court
16
17
18
19
20
21
22
23
24

1 **SO STIPULATED AND AGREED:**
2 **FOR PLAINTIFF:**

3 **FEDERAL TRADE COMMISSION**

4 
5 Luis H. Gallegos,

Oklahoma Bar No. 19098

6 Reid A. Tepfer,

Texas Bar No. 24079444

7 Federal Trade Commission

1999 Bryan St., Suite 2150

8 Dallas, TX 75201

(214) 979-9383; lgallegos@ftc.gov

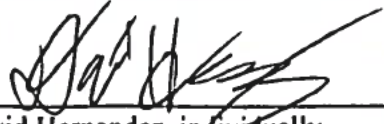
9 (214) 979-9395; rtepfer@ftc.gov

10 Fax: (214) 953-3079

Date: 9-8-25

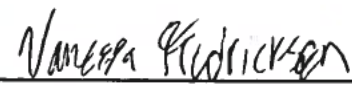
1 **SETTLING DEFENDANT:**

2 **DAVID HERNANDEZ**

3 
4 _____
5 David Hernandez, individually

6 Date: 8/14/2025

7 **VANESSA FREDRICKSEN**

8 
9 _____
10 Vanessa Fredricksen
11 As to Findings 4 and 5, and Sections VII.D and VII.I only

12 Date: 8/14/2025