

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 15-23070-Civ-COOKE/TORRES

Consumer Financial Protection Bureau,
Plaintiff,

v.

ORION PROCESSING, LLC, a Texas limited liability company, d/b/a World Law Processing, Wld Credit Repair, and World Law Debt; FAMILY CAPITAL INVESTMENT & MANAGEMENT LLC, a Delaware limited liability company, a/k/a FCIAM Property Management; WORLD LAW DEBT SERVICES, LLC, a Delaware limited liability company; WORLD LAW PROCESSING, LLC, a Delaware limited liability company; DERIN SCOTT, an individual; DAVID KLEIN, an individual; and BRADLEY JAMES HASKINS, individually and d/b/a World Law Group, LLP, World Law Group America, LLP, WLD Price Global, Inc., World Law Forms and Mediation, and World Law South;

Defendants,

Shannon Scott, an individual,

Relief Defendant.

DEFAULT JUDGMENT AND ORDER AGAINST BRADLEY J. HASKINS

Plaintiff, the Consumer Financial Protection Bureau (“Bureau”) commenced this civil action on August 17, 2015 to obtain permanent injunctive relief, rescission or reformation of contracts, the refund of moneys paid, restitution, disgorgement or compensation for unjust enrichment, civil money penalties, and other equitable relief from Defendants (a) Orion Processing, LLC, a Texas limited liability company, d/b/a World Law Processing, Wld Credit Repair, and World Law Debt; (b) Family Capital Investment &

Management LLC, a Delaware limited liability company, a/k/a FCIAM Property Management; (c) World Law Debt Services, LLC, a Delaware limited liability company; (d) World Law Processing, LLC, a Delaware limited liability company; (e) Derin Scott, an individual; (f) David Klein, an individual; and (g) Bradley James Haskins, individually and d/b/a as World Law Group, LLP, World Law Group America, LLP, WLD Price Global, Inc., World Law Forms and Mediation, and World Law South. The Bureau brought this Complaint under sections 1031(a), 1036(a), 1054, and 1055 of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5531(a), 5536(a), 5564(a), and 5565, and the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6102(c)(2), 6105(d), alleging Defendants violated the CFPA and the Telemarketing Sales Rule (“TSR”), 16 C.F.R. pt. 310 in connection with the marketing and sale of debt relief services.

On August 18, 2015, this Court entered an *ex parte* temporary restraining order (“TRO”), finding good cause to believe the Bureau would prevail on the merits of its claims and that immediate and irreparable harm would result from allowing Defendants’ operations to continue. Among other things, the TRO froze the Defendants’ assets.

On September 2, 2015, this Court entered a preliminary injunction (“September 2, 2015 PI”) against Defendants Orion Processing, LLC; Bradley James Haskins; World Law Debt Services, LLC; and World Law Processing, LLC (ECF No. 28). On September 14, 2015 the Court entered a similar preliminary injunction (“September 14, 2015 PI”) against the remaining Defendants—Derin Scott; David Klein; Family Capital Investment & Management LLC; and Relief Defendant Shannon Scott (ECF No. 42). Among other things, these PIs continued the asset freeze and appointed a Receiver over Defendants World Law Debt Services, LLC, World Law Processing, LLC, and Family Capital Investment & Management LLC.

On August 1, 2016, the Court entered a Stipulated Final Judgment and Order against Defendants Derin Scott, David Klein, and Relief Defendant Shannon Scott (ECF No. 105). Defendants World Law Debt Services, LLC, World Law Processing, LLC, and Family Capital Investment & Management LLC failed to file an answer or otherwise defend in this

action, and the Court entered a default judgment against them on August 1, 2016 (ECF No. 104).

On August 8, 2016, the Bureau moved for an order authorizing alternative service of process on Defendant Haskins setting forth its diligent efforts to locate and effectuate service on Haskins in Fort Lauderdale, Florida; London, England; and Prague, Czech Republic. (ECF No. 108). The Bureau's motion demonstrated Haskins' actual notice of this lawsuit. On September 7, 2016, the Court granted the Bureau's motion and ordered the Bureau to serve Haskins at three email addresses, as well as effectuating substituted service on the Florida Secretary of State's Office in accordance with Fla. Stat. §§ 48.161 and 48.181. (ECF No. 115). The Court further provided that in lieu of the requirement of filing a postal receipt for the substituted service, the Bureau may provide Haskins notice of the service and a copy of the process by electronic mail at the same three email addresses.

On September 7, 2016, the Bureau effectuated service of the summons and Complaint on Haskins through electronic mail at all three email addresses and filed proof of service. (ECF No 116). On September 20, 2016, the Bureau effectuated substituted service on the Florida Secretary of State's Office in accordance with the Court's September 7, 2016 Order. The Bureau received the return receipt from the Florida Secretary of State's Office on October 6, 2016, emailed a copy to Defendant Haskins, and filed the proof of service on October 6, 2016. (ECF No. 123). To date, Haskins has not responded or filed an answer, and his time to do so has expired.

The court may enter default judgment when a defendant fails to respond to a complaint and court orders and fails to participate in the litigation or cooperate in good faith with the plaintiff. *Tara Prods., Inc. v. Hollywood Gadgets, Inc.*, 449 F. App'x 908, 910 – 12 (11th Cir. 2011); *Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298, 1307 (11th Cir. 2009); *Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987). Granting a default judgment is within the court's discretion. *Tara Prods.* 449 F. App'x at 910 – 12. Under Federal Rule of Civil Procedure 55(b)(2), default judgment is appropriate here against Defendant Haskins because he has failed to file an answer or otherwise appear and

defend the claims brought against him. Defendant Haskins' liability is well-pled in the Complaint, and he has failed to participate in the litigation in good faith.

Pursuant to Federal Rule of Civil Procedure 55(b)(2), upon application by Plaintiff, the Court now enters a default judgment against Defendant Haskins for violations of the CFPA and the TSR.

THEREFORE, IT IS ORDERED:

FINDINGS

1. This Court has jurisdiction over the parties and the subject matter of this action pursuant to 12 U.S.C. § 5565(a)(1) and 28 U.S.C. §§ 1331, 1345, and 1367.
2. Venue in the Southern District of Florida is proper under 28 U.S.C. § 1391(b) and (c) and 12 U.S.C. § 5564(f).
3. Defendant Haskins has been properly served with the Summons and Complaint.
4. Defendant Haskins has failed to answer or otherwise defend this action.
5. The Clerk properly entered default against Defendant Haskins on October 13, 2016 (ECF No. 125).
6. The Complaint states claims upon which relief may be granted under the CFPA and TSR. The relief provided in this Order is appropriate and available pursuant to Sections 1054 and 1055 of the CFPA, 12 U.S.C. §§ 5564, 5565, and pursuant to the Telemarketing and Consumer Fraud and Abuse and Prevention Act, 15 U.S.C. § 6102(c).
7. Because of Defendant Haskins' default, Defendant Haskins is deemed to have admitted the well-pled facts of the complaint and the allegations are taken as true. *Eagle Hosp.*, 515 F.2d at 1307; *Buchanan*, 820 F.2d at 361.
8. During the Relevant Period, Defendants operated as a common enterprise while engaging in the acts and practices described in the complaint. Defendants conducted the business practices described in the complaint through an interrelated network of companies that had common business functions, employees, and office locations. Moreover, Defendants also commingled funds and shared operations and proceeds

of the unlawful activity. Because Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged in the complaint.

9. Default Defendants World Law Debt Services, LLC and World Law Processing, LLC are owned or controlled in whole or in part by Defendant Haskins.
10. Defendant Haskins is a “covered person,” “related person,” and/or a “service provider” as those terms are defined by the CFPA, 12 U.S.C. § 5481(6)(A), (19), (25), and (26).
11. During the Relevant Period, Defendant Haskins offered or provided financial advisory services, including services to assist consumers settle debts.
12. Defendant Haskins’ business included inducing the purchase of financial advisory services by use of one or more telephones and involved more than one interstate telephone call. Defendant Haskins is a “seller” or “telemarketer” of a “debt relief service,” who engages in “telemarketing,” as defined in the TSR. 16 C.F.R. § 310.2.

Defendant Haskins Violated the TSR

Count I of the Complaint

13. In the course of telemarketing debt relief services from October 27, 2010 to the Effective Date, Defendants requested or received payment of fees or consideration from consumers for debt relief services before: (1) they had renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the consumer; and (2) the consumer had made at least one payment pursuant to that agreement.
14. The Complaint contains well-pled factual allegations supporting a finding of liability for violations of the TSR, 16 C.F.R. § 310.4(a)(5)(i), including as follows:
 - a. Defendants offered debt relief services to consumers, promising to negotiate their unsecured debts with their creditors in exchange for a fees paid up-front. Compl. ¶¶ 1-2, 37.

- b. Defendants withdrew hundreds of dollars in advance fees from consumer's accounts each month, including "Initial Fees" in the amount of \$199 (usually collected from the consumers' account over the first three months of the program); "Bundled Legal Service Fees" that ranged from 10 to 15 percent of the consumer's combined outstanding debts (usually collected over the first 13 months of the program); and "Attorney Monthly Service Fees" in the amount of \$84.95 (collected every month the consumer participates in the program). Compl. ¶¶ 2, 39-40, 51, 75.
 - c. These fees were all charged before any consumer's debts were negotiated and settled. Compl. ¶ 39-40, 75.
 - d. Defendants have charged advance fees to 99% of the consumers, at least 21,000 consumers, before settling any of their debts. Compl. ¶ 2, 40, 58.
15. Therefore, Defendants' acts or practices violate the TSR, 16 C.F.R. § 310.4(a)(5)(i), and are abusive acts or practices in telemarketing. Because Defendants are "covered persons" their conduct is unlawful under sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1). 15 U.S.C. § 6102(c)(2).
16. Given these well-pled allegations and Defendant Haskins' failure to answer or defend, the Court enters a default judgment against Defendant Haskins for violations of the TSR, 16 C.F.R. § 310.4(a)(5)(i). *See, e.g., CFPB v. Orion et al.*, No. 15cv23070 (S.D. Fla. Aug. 1, 2016) (ECF Nos. 104, 105); *CFPB v. Harper*, No. 14cv80931 (S.D. Fla. May 28, 2015) (awarding default judgment against corporate defendants for violations of the CFPA and other consumer protection laws); *CFPB v. Jalan*, No. 12cv02088 (C.D. Cal. July 23, 2013) (awarding default judgment against a corporation and two individual defendants for violations of Regulation O and other consumer protection laws).

Defendant Haskins Violated the TSR and the CFPA

Counts II and III of the Complaint

17. In numerous instances, in connection with the advertising, marketing, promoting, offering for sale, or sale of debt relief services, Defendants have falsely represented that consumers who enroll in Defendants' debt relief program:
 - a. will receive legal representation;
 - b. will be represented by a local attorney; and/or
 - c. will have settlements of their debts negotiated with their creditors by an attorney.
18. The Complaint contains well-pled factual allegations supporting a finding of liability for violations of the TSR, 16 C.F.R. § 310.3(a)(2)(iii) and (x), and Sections 1031 and 1036 of the CFPA, 12 U.S.C §§ 5531, 5536, including as follows:
 - a. Defendants promised consumers both debt relief services and legal representation, including by a local attorney, claiming to employ lawyers in every state. They also touted that consumers would receive the skill and expertise of a licensed lawyer to negotiate with creditors regarding their unsecured debts. Compl. ¶¶ 1, 37, 41-42, 45, 50, 78, 84.
 - b. In fact, in numerous instances, consumers do not receive legal representation, are not represented by a local attorney, and do not have settlements of their debts negotiated with their creditors by an attorney. Compl. ¶¶ 38, 53-56, 79, 85.
19. Therefore, Defendants' representations as described herein violate the TSR, 16 C.F.R. § 310.3(a)(2)(iii) and (x), and are deceptive acts or practices in telemarketing. Because Defendants are "covered persons" their conduct is unlawful under sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1). 15 U.S.C. § 6102(c)(2).
20. Defendants' representations described in the complaint and above are false and misleading, and constitute deceptive acts or practices in violation of sections 1031 and 1036 of the CFPA, 12 U.S.C § 5531, 5536.
21. Given these well-pled allegations and Defendant Haskins' failure to answer or defend, the Court enters a default judgment against Defendant Haskins for violations

of the TSR, 16 C.F.R. § 310.3(a)(2)(iii) and (x) and for violations of sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531, 5536. *See, e.g., CFPB v. Orion et al.*, No. 15cv23070 (S.D. Fla. Aug. 1, 2016) (ECF Nos. 104, 105); *CFPB v. Harper*, No. 14cv80931 (S.D. Fla. May 28, 2015) (awarding default judgment against corporate defendants for violations of the CFPA and other consumer protection laws); *CFPB v. Jalan*, No. 12cv02088 (C.D. Cal. July 23, 2013) (awarding default judgment against a corporation and two individual defendants for violations of Regulation O and other consumer protection laws).

Damages

22. Section 1055 of the CFPA, 12 U.S.C. § 5565, empowers this Court to order injunctive and other relief, restitution, and civil money penalties.
23. Defendants are liable for the entire amount spent by consumers, regardless of whether consumers received anything of value; the relevant factor is the “fraud in the selling, not the value of the thing sold.” *McGregor v. Chierico*, 206 F.3d 1378, 1389 (11th Cir. 2000) (quoting *FTC v. Figgie Int’l, Inc.*, 994 F.2d 595, 606 (9th Cir. 1993)). Because Defendants, including Defendant Haskins, have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged in the complaint.
24. Plaintiff bears the burden of proving damages and may do so through affidavits and other documentary evidence showing the amount and calculation of damages. *Tara Prods.*, 449 F. App’x at 911-12.
25. Plaintiff has established, through competent evidence, that at least 21,900 consumers were victimized by and paid money to Defendants and that these consumers paid at least \$106,813,049 during the Relevant Period.
26. As explained in the declaration of Timothy Hanson attached to Plaintiff’s Motion, these figures were derived from the Corporate Defendants’ records, records of Defendants’ third-party payment processor and bank statements, as well as information compiled by the Receiver.

27. The amount of \$106,813,048 represents a reasonable approximation of consumer loss.
28. The Bureau is entitled to an Order imposing permanent injunctive relief; requiring Defendant Haskins to make restitution of \$106,813,048; and requiring Defendant Haskins to pay a civil money penalty in the amount of \$40 million.
29. The Court, in its discretion, enters injunctive and monetary relief, without holding an evidentiary hearing. *Tara Prods.*, 449 F. App'x at 911-12 (11th Cir. 2011).
30. This action and the relief awarded herein are in addition to, and not in lieu of, other remedies as may be provided by law, including both civil and criminal remedies.
31. Entry of this Order is in the public interest.

DEFINITIONS

The following definitions apply to this Order:

32. “**Advance Fee**” means any fee or consideration requested or received by a Debt Relief Service Provider from a consumer for any Debt Relief Service, whether directly or indirectly, that occurs before;
 - a. the Debt Relief Service Provider has renegotiated, settled, reduced, or otherwise altered the terms of a debt pursuant to a settlement agreement, debt management plan, or other valid contractual agreement executed by the Consumer; and
 - b. the Consumer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the Consumer and the creditor or debt collector.
33. “**Affected Consumers**” means any consumer who paid an Advance Fee or any other fees to Defendants or their officers, agents, servants, employees, or attorneys for Debt Relief Products or Services between July 1, 2010 and the Effective Date.
34. “**Assets**” means any legal or equitable interest in, right to, or claim to any real, personal, or intellectual property owned or controlled by, or held, in whole or in part for the benefit of, or subject to access by any Defendant or Relief Defendant, wherever located, whether in the United States or abroad. This includes, but is not

limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries, shares of stock, commodities, futures, inventory, checks, notes, accounts, credits, receivables (as those terms are defined in the Uniform Commercial Code), funds, cash, and trusts, including, but not limited to any trust held for the benefit of any Defendant, Relief Defendant, any of the Individual Defendants' minor children, or any of the Individual Defendants' spouses.

35. **“Assisting Others”** includes, but is not limited to:
- c. Consulting in any form whatsoever;
 - d. Providing paralegal or administrative support services;
 - e. performing customer service functions including, but not limited to, receiving or responding to consumer complaints;
 - f. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including, but not limited to, any telephone sales script, direct mail solicitation, or the text of any Internet website, email, or other electronic communication;
 - g. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including but not limited to, web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;
 - h. providing names of, or assisting in the generation of, potential customers;
 - i. performing marketing, billing, or payment services of any kind; and
 - j. acting or serving as an owner, officer, director, manager, or principal of any entity.
36. **“Bankruptcy Proceeding”** means *In re Orion Processing LLC*, Case No. 15-10279 currently pending in the United States Bankruptcy Court, Western District of Texas, Austin Division.

37. **“Chapter 7 Trustee”** means the Trustee appointed over Defendant Orion Processing, LLC by the United States Bankruptcy Court, Western District of Texas, Austin Division in the Bankruptcy Proceeding.
38. **“Consumer Financial Product or Service”** is synonymous in meaning and equal in scope to the definition of the term in Section 1002(5) of the CFPA, 12 U.S.C. § 5481(5), and, subject to applicable restrictions contained in the CFPA, includes, but is not limited to:
- a. Extending credit and servicing loans, including acquiring, purchasing, selling, brokering, or other extensions of credit (other than solely extending commercial credit to a person who originates consumer credit transactions);
 - b. Providing financial advisory services to consumers on individual financial matters or relating to proprietary financial products or services, including providing credit counseling to any consumer or providing services to assist a consumer with debt management or debt settlement, modifying the terms of any extension of credit, or avoiding foreclosure;
 - c. Collecting, analyzing, maintaining, or providing consumer report information or other account information, including information relating to the credit history of consumers, used or expected to be used in connection with any decision regarding the offering or provision of a Consumer Financial Product or Service; or
 - d. Collecting debt related to any Consumer Financial Product or Service.
39. **“Debt Relief Product or Service”** means any program or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more creditors or debt collectors, including but not limited to, a reduction in the balance, interest rate, or fees owed by a person to a creditor or debt collector.
40. **“Debt Relief Service Provider”** means any Person that offers or provides any Debt Relief Product or Service.

41. “**Defendants**” means the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination, and each of them by whatever names each might be known;
- a. “**Corporate Defendants**” means: Orion Processing, LLC d/b/a World Law Processing, Wld Credit Repair and World Law Debt (collectively, “Orion”) and its successors and assigns; Family Capital Investment & Management LLC a/k/a FCIAM Property Management (“FCIAM”) and its successors and assigns; World Law Debt Services, LLC and its successors and assigns; and World Law Processing, LLC and its successors and assigns.
 - b. “**Individual Defendants**” means Derin Scott, David Klein, and Bradley Haskins, collectively, or in any combination, and each of them by any other names by which they might be known;
 - c. “**Receivership Defendants**” means World Law Debt Services, LLC, World Law Processing, LLC, and Family Capital Investment & Management LLC a/k/a FCIAM Property Management and their successors, assigns, affiliates, or subsidiaries, and each of them, by whatever names each might be known, provided that the Receiver has reason to believe they are owned or controlled in whole or in part by any of the Defendants, including but not limited to World Law Forms and Mediation, Inc., World Law South Inc., and WLD Price Global, Inc.;
 - d. “**Relief Defendant**” means Shannon Scott individually and by any other name by which she might be known;
42. “**Effective Date**” means the date on which the Order is issued.
43. “**Enforcement Director**” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his/her delegee.
44. “**Receiver**” means Robb Evans & Associates LLC.
45. “**Related Consumer Action**” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought

against Defendant based on substantially the same facts as described in the Complaint.

46. “**Relevant Period**” includes the period from July 1, 2010 to the Effective Date.
47. “**Telemarketing**” means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones, whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310.

ORDER

I.

PERMANENT BAN ON TELEMARKETING AND DEBT RELIEF PRODUCTS OR SERVICES

IT IS ORDERED that:

48. Defendant Haskins and his officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them who have actual notice of this Order, whether acting directly or indirectly, are permanently restrained from any of the following:
 - a. Participating in telemarketing or assisting others engaged in telemarketing any Consumer Financial Product or Service;
 - b. Advertising, marketing, promoting, offering for sale, selling, or providing any Debt Relief Product or Service;
 - c. Assisting others in advertising, marketing, promoting, offering for sale, selling, or providing any Debt Relief Product or Service; and
 - d. Receiving any remuneration or other consideration from, holding any ownership interest in, providing services to, or working in any capacity for any person engaged in or assisting others in advertising, marketing, promoting, offering for sale, selling, or providing any Debt Relief Product or Service.

II.

PROHIBITION ON DECEPTIVE PRACTICES

IT IS FURTHER ORDERED that:

49. Defendant Haskins and his successors, assigns, officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with any of them, who receive actual notice of this Order whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, sale, or performance of any Consumer Financial Product or Service may not misrepresent, or assist others in misrepresenting, expressly or impliedly:
- a. Any aspect of any Consumer Financial Product or Service, including but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such Consumer Financial Product or Service;
 - b. The total costs to purchase, receive, or use, or the quantity of any Consumer Financial Product or Service, including that there will be no charge for all or a portion of such service;
 - c. Any material restriction, limitation, or condition to purchase, receive, or use any Consumer Financial Product or Service;
 - d. Any aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for any Consumer Financial Product or Service, including but not limited to, the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;
 - e. The income, profits, sales, or savings likely to be achieved from any Consumer Financial Product or Service;
 - f. The terms or rates that are available for any loan or other extension of credit;
 - g. Any person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to obtain credit;
 - h. That a consumer will receive legal representation or services from an attorney duly licensed to practice law;

- i. Any material aspect of the performance, efficacy, nature, or central characteristic of any Consumer Financial Product or Service; and
 - j. Any other fact material to consumers concerning any Consumer Financial Product or Service.
50. In addition, Defendant Haskins, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any Consumer Financial Product or Service, is hereby permanently restrained and enjoined from making any representation or assisting others in making any representation, expressly or by implication, about the benefits, performance, or efficacy of any Consumer Financial Product or Service, unless, at the time such representation is made, he possesses and relies upon competent and reliable evidence that substantiates that the representation is true.
51. In addition, Defendant Haskins, whether acting directly or indirectly, is permanently restrained from offering or providing any Consumer Financial Product or Service for which a state license, registration, permit, bonding or other regulatory authority is required, unless he first obtains such authority.

III.

PROHIBITED USE OF CUSTOMER INFORMATION

IT IS FURTHER ORDERED that:

48. Defendant Haskins, and his officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, may not disclose, use, or benefit from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Defendants obtained before the Effective Date in connection with Consumer Financial Products or Services or Debt Relief Products or Services offered by Defendants.

IT IS FURTHER ORDERED that:

49. Defendant Haskins, and his officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with him who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from attempting to collect, collecting, selling, or assigning, or otherwise transferring any right to collect payment from any consumer who purchased or agreed to purchase debt relief products or services from Defendants.

However, customer information may be disclosed if requested by a government agency or required by law, regulation, or court order.

IV.

ORDER TO PAY REDRESS

IT IS FURTHER ORDERED that:

50. A judgment for monetary relief is entered in favor of the Bureau and against Defendant Haskins, jointly and severally, in the amount of \$106,813,049 for the purpose of providing redress to Affected Consumers. The monetary judgment set forth in this Section is immediately due and payable upon entry of this Order and is enforceable against any asset owned by, on behalf of, for the benefit of, or in trust by or for Defendant Haskins.

51. This Order grants to the Bureau all rights and claims that Defendant Haskins has to any assets currently in the possession, custody, or control of the Receiver or in the receivership estate, and Defendant Haskins shall forfeit any rights to the funds in the receivership estate, including but not limited to:

- a. Funds previously held in Account Numbers XXXXXX2473, XXXXXX9483, and XXXXXXX9491 at TD Bank in the name of World Law Forms and Mediation Inc.;
- b. Funds previously held in Account Number XXXXXX3559 at Bank of America in the name of WLD Price Global, Inc.;

- c. Funds previously held in Account Numbers XXXXXX2571 and XXXXXX2584 at Bank of America in the name of World Law Forms and Mediation Inc.;
52. 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, Defendant Haskins shall turn over such account or asset to the Bureau or its designated agent within ten (10) business days of receiving notice of this Order by any means, including but not limited to via facsimile or email. Any such funds must be paid to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions.
53. Any funds received by the Bureau pursuant to this Order will be deposited into a fund or funds administered by the Bureau or to the Bureau's agent according to applicable statutes and regulations to be used to provide redress to Affected Consumers, for the fees they paid Defendants, and for any attendant expenses for the administration of any such redress.
54. If the Bureau determines, in its sole discretion, that redress to consumers is wholly or partially impracticable or otherwise inappropriate, or if funds remain after redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury as disgorgement. Defendant Haskins will have no right to challenge any actions that the Bureau or its representatives may take under this paragraph.
55. Payment of redress to any Affected Consumer under this Order may not be conditioned on that Affected Consumer waiving any right.

V.

ORDER TO PAY CIVIL MONEY PENALTIES

IT IS FURTHER ORDERED that:

56. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the alleged violations of law, and taking into account the factors in 12 U.S.C. § 5565(c)(3), Defendant Haskins must pay a civil money penalty of \$40 million to the Bureau.
57. Within 10 days of the Effective Date, Defendant Haskins must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
58. The civil money penalty paid under this Order will be deposited in the Civil Penalty Fund of the Bureau as required by Section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
59. Defendant Haskins must treat the civil money penalty paid under this Order as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, Defendant Haskins may not:
 - a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Order; or
 - b. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Order.
60. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Defendant Haskins may not argue that he is entitled to, nor may Defendant Haskins benefit by, any offset or reduction of any monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund (Penalty Offset). If the court in any Related Consumer Action grants such a Penalty Offset, Defendant Haskins must, within 30 days after entry of a final order granting the Penalty Offset, notify the Bureau, and pay the amount of the Penalty Offset to the U.S. Treasury. Such a payment will not be considered an additional civil money

penalty and will not change the amount of the civil money penalty imposed in this action.

61. The civil penalty imposed by this Order represents a civil penalty owed to the United States Government, is not compensation for actual pecuniary loss, and, thus, as to each Default Defendant, it is not subject to discharge under the Bankruptcy Code under 11 U.S.C. § 523(a)(7).

VI.

ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

62. In the event of any default on Defendant Haskins' obligations to make payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
63. Defendant Haskins must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Defendant Haskins.
64. The facts alleged in the Bureau's Complaint will be taken as true and be given collateral estoppel effect, without further proof, in any proceeding based on the entry of the Order, or in any subsequent civil litigation by the Bureau to enforce this Order or its rights to any payment or monetary judgment under the Order, such as a non-dischargeability complaint in any bankruptcy case.
65. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Bureau pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.
66. Under 31 U.S.C. § 7701, Defendant Haskins, unless he has already done so, must furnish to the Bureau any taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

Compliance Provisions

VII.

REPORTING REQUIREMENTS

IT IS FURTHER ORDERED that:

67. Defendant Haskins must notify the Bureau of any development that may affect compliance obligations arising under this Order, including but not limited to for any company which Defendant Haskins is the majority owner, or that Defendant Haskins directly or indirectly controls, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of any bankruptcy or insolvency proceeding by or against Defendant Haskins; or a change in Defendant Haskins' name or address. Defendant Haskins must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.
68. Within 7 days of the Effective Date, Defendant Haskins must:
 - a. Designate at least one telephone number and email, physical, and postal address as points of contact, which the Bureau may use to communicate with Defendant Haskins;
 - b. Identify all businesses for which Defendant Haskins is the majority owner, or that Defendant Haskins directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
 - c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
 - d. Identify each of their telephone numbers and all email, Internet, physical, and postal addresses, including all residences;
 - e. Describe in detail Defendant Haskins' involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including Defendant Haskins' title, role, responsibilities, participation, authority, control, and ownership.

69. Within 90 days of the Effective Date, and again one year after the Effective Date, Defendant Haskins must submit to the Enforcement Director an accurate written compliance progress report sworn under penalty of perjury (“Compliance Report”), which, at a minimum:
 - a. Describes in detail the manner and form in which such Defendant Haskins has complied with this Order; and
 - b. Attaches a copy of each Order Acknowledgment obtained under Section VIII, unless previously submitted to the Bureau.
70. After the one-year period, Defendant Haskins must submit to the Enforcement Director additional Compliance Reports within 14 days of receiving a written request from the Bureau.

VIII.

ORDER DISTRIBUTION AND ACKNOWLEDGMENT

IT IS FURTHER ORDERED that:

71. Within 7 days of the Effective Date, Defendant Haskins must submit to the Enforcement Director an acknowledgment of receipt of this Order, sworn under penalty of perjury.
72. Within 30 days of the Effective Date, Defendant Haskins, for any business for which he is the majority owner or which he directly or indirectly controls, must deliver a copy of this Order to each of its board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Order.
73. For 10 years from the Effective Date, Defendant Haskins, for any business for which he is the majority owner or which he directly or indirectly controls, must deliver a copy of this Order to any business entity resulting from any change in structure referred to in Section VII (Reporting Requirements), any future board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who will have responsibilities related to the subject matter

of the Order before they assume their responsibilities, and any entity or regulatory body from whom he seeks a business license.

74. Defendant Haskins must secure a signed and dated statement acknowledging receipt of a copy of this Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of delivery, from all persons receiving a copy of this Order under this Section.

IX.

RECORDKEEPING

IT IS FURTHER ORDERED that:

75. Defendant Haskins must create, for at least ten (10) years from the Effective Date, the following business records for any business involving consumer financial products or services for which Defendant Haskins, individually or collectively with any other Defendant, is a majority owner or which he directly or indirectly controls:
- a. All documents and records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Bureau.
 - b. Copies of all sales scripts; training materials; advertisements; websites; and other marketing materials; and including any such materials used by a third party on behalf of Defendant.
 - c. All documents regarding each individual consumer showing his or her enrollment in that consumer financial product or service, including: the consumer's name, address, phone number, email address; amount paid, quantity of the product or service purchased, description of the product or service purchased, the date on which the product or service was purchased, a copy of any promotional or welcome materials provided, and, if applicable, the date and reason consumer left the program.
 - d. Accounting records showing the gross and net revenues generated by the all consumer financial products or services, and all costs incurred in generating those revenues;
 - e. All consumer complaints and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests.

- f. Records showing, for each employee providing services, that person's: name; telephone number; email, physical, and postal address; job title or position; dates of service; and, if applicable, the reason for termination.
 - g. Records showing, for each service provider providing services related to relevant consumer financial product or service, the name of a point of contact, and that person's telephone number; email, physical, and postal address; job title or position; dates of service; and, if applicable, the reason for termination.
76. Defendant Haskins must retain the documents identified in Paragraph 75 for at least five (5) years after its creation.
77. Defendant Haskins must make the documents identified in Paragraph 75 available to the Bureau upon the Bureau's request.

X.

NOTICES

IT IS FURTHER ORDERED that:

78. Unless otherwise directed in writing by the Bureau, Defendant Haskins must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line, "*CFPB v. Orion Processing, et al.*, Case No. 15-23070-Civ-COOKE/TORRES," and send them either:

By overnight courier (not the U.S. Postal Service) to:

Assistant Director for Enforcement
Consumer Financial Protection Bureau
ATTENTION: Office of Enforcement
1625 Eye Street, N.W.
Washington D.C. 20006; or

By first-class mail to the below address and contemporaneously by email

To: Enforcement_Compliance@cfpb.gov:

Assistant Director for Enforcement
Consumer Financial Protection Bureau
ATTENTION: Office of Enforcement
1700 G Street, N.W.
Washington D.C. 20552

XI.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that:

79. To monitor Defendant Haskins' compliance with this Order, within fourteen [14] days of receipt of a written request from the Bureau, Defendant Haskins must submit to the Bureau additional compliance reports or other requested information, which must be sworn to under penalty of perjury; provide sworn testimony; or produce documents. The Bureau is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
80. For purposes of this Section, the Bureau may communicate directly with Defendant Haskins, unless Defendant Haskins retains counsel related to these communications.
81. Defendant Haskins must permit Bureau representatives to interview any employee or other person affiliated with him who has agreed to such an interview. The person interviewed may have counsel present.
82. The Bureau is authorized by this Order to use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to Defendant Haskins or any individual or entity affiliated with Defendant Haskins, without the necessity of identification or prior notice. Nothing in this Order will limit the Bureau's lawful use of compulsory process, under 12 C.F.R. § 1080.6.

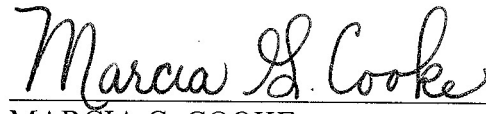
XII.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that:

83. The Court will retain jurisdiction of this matter for the purpose of enforcing this Order.

DONE and ORDERED in Chambers, in Miami, Florida, this 29th day of November 2016.

A handwritten signature in cursive script that reads "Marcia G. Cooke". The signature is written in black ink and is positioned above a horizontal line.

MARCIA G. COOKE

United States District Judge

Copies furnished to:

Edwin G. Torres, U.S. Magistrate Judge

Counsel of record