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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 Bureau of Consumer Financial
20 Protection,

21 Plaintiff,

22 v.

23 GST Factoring, Inc.; Champion
24 Marketing Solutions, LLC; Rick Graff;
25 Gregory Trimarche; Scott Freda;
26 Amanda Johanson; David Mize; Jacob
27 Slaughter; and Daniel Ruggiero;

28 Defendants.

Case No. 8:20-cv-01239

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND ORDER AS TO
DEFENDANT JACOB SLAUGHTER**

The Bureau of Consumer Financial Protection (the Bureau), commenced this civil action on July 13, 2020 to obtain injunctive and monetary relief and civil penalties. The

1 Complaint alleges violations of the Telemarketing and Consumer Fraud and Abuse
2 Prevention Act, 15 U.S.C. §§ 6101 et seq., and its implementing rule, the Telemarketing
3 Sales Rule, 16 C.F.R. Part 310, in connection with the sale of telemarketed debt-relief
4 services.

5 The Bureau and Defendant Jacob Slaughter (Defendant) agree to entry of this
6 Stipulated Final Judgment and Order (Order), to settle and resolve all matters in dispute
7 arising from the conduct alleged in the Complaint.

8
9 Therefore it is **ORDERED**:

10
11 **I. FINDINGS**

12 1. This Court has jurisdiction over the parties and the subject matter of this
13 action and venue is proper in this jurisdiction under 28 U.S.C. § 1391(b) and (c), and 12
14 U.S.C. § 5564(f).

15 2. Defendant neither admits nor denies the allegations in the Complaint, except
16 as specifically stated herein. Defendant admits the facts necessary to establish the
17 Court's jurisdiction over him and the subject matter of this action.

18 3. The Complaint alleges claims upon which relief may be granted.

19 4. The relief provided in this Order is appropriate and available pursuant to
20 sections 1054 and 1055 of the Consumer Financial Protection Act (CFPA), 12 U.S.C. §§
21 5564 and 5565.

22 5. In the course of telemarketing and offering debt-relief services from April,
23 2017 to the Effective Date, Defendant requested or received payment of fees or
24 consideration from consumers for debt-relief services before: (1) he had renegotiated,
25 settled, reduced, or otherwise altered the terms of at least one debt pursuant to a
26 settlement agreement, debt management plan, or other such valid contractual agreement
27 executed by the consumer; and (2) the consumer had made at least one payment pursuant
28 to that agreement.

1 6. Defendant waives all rights to seek judicial review or otherwise challenge or
2 contest the validity of this Order and any claim he may have under the Equal Access to
3 Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this
4 Order. Each party agrees to bear its own costs and expenses, including, without
5 limitation, attorney's fees.

6 7. Entry of this Order is in the public interest.

7 **II. DEFINITIONS**

8 8. The following definitions apply to this Order:

9 a. "Affected Consumer" means a consumer who entered into an
10 Engagement Agreement with Defendant and from whom Defendant
11 received fees.

12 b. "Assisting Others" includes, but is not limited to:

13 i. formulating or providing, or arranging for the formulation or
14 provision of, any advertising or marketing material, including, but
15 not limited to, any telephone sales script, direct mail solicitation, or
16 the text of any Internet website, email, or other electronic
17 communication;

18 ii. formulating or providing, or arranging for the formulation or
19 provision of, any marketing support material or service, including
20 web or Internet Protocol addresses or domain name registration for
21 any Internet websites, affiliate marketing services, or media
22 placement services;

23 iii. consulting in any form whatsoever;

24 iv. providing names of, or contributing to the generation of, potential
25 customers;
26

- 1 v. participating in or providing services related to the offering, sale,
2 or servicing of a product, or the collection of payments for a
3 product;
4 vi. acting or serving as an owner, officer, director, manager, principal,
5 partner, or limited partner of any entity; and
6 vii. investing or loaning money.
- 7 c. “Debt-Relief Service” means any program or service represented, directly
8 or by implication, to renegotiate, settle, or in any way alter the terms of
9 payment or other terms of the debt or obligation, including, but not
10 limited to a reduction in the balance, interest rate, or fees owed by a
11 consumer to an unsecured creditor or debt collector.
- 12 d. “Defendant” means Jacob Slaughter d/b/a Slaughter LLP, and by any
13 other names by which he might be known.
- 14 e. “Effective Date” means the date on which this Order is entered by the
15 Court.
- 16 f. “Enforcement Director” means the Assistant Director of the Office of
17 Enforcement for the Bureau of Consumer Financial Protection, or his or
18 her delegate.
- 19 g. “Engagement Agreement” means an agreement to provide a Debt-Relief
20 Service relating to private student-loan debt provided by Defendant, the
21 receivables from which Defendant transferred to GST Factoring, Inc.
- 22 h. “Person” means an individual, partnership, company, corporation,
23 association (incorporated or unincorporated), trust, estate, cooperative
24 organization, or other entity.
- 25 i. “Related Consumer Action” means a private action by or on behalf of
26 one or more consumers or an enforcement action by another
27 governmental agency brought against Defendant based on substantially
28 the same facts as described in the Complaint.

- 1 j. “Telemarketing” means a plan, program, or campaign which is conducted
2 to induce the purchase of goods or services or a charitable contribution,
3 by use of one or more telephones and which involves more than one
4 interstate phone call.

5 **CONDUCT PROVISIONS**

6 **III. BAN ON DEBT-RELIEF PRODUCTS AND SERVICES**

7 **IT IS ORDERED** that:

- 8 9. Defendant, whether acting directly or indirectly, is permanently restrained
9 and enjoined from:
- 10 a. Advertising, marketing, promoting, offering for sale, selling, or providing
11 any Debt-Relief Service;
 - 12 b. Assisting Others in advertising, marketing, promoting, offering for sale,
13 selling, or providing any Debt-Relief Service; and
 - 14 c. Receiving any remuneration or other consideration from, holding any
15 ownership interest in, providing services to, or working in any capacity
16 for any Person engaged in advertising, marketing, promoting, offering for
17 sale, selling, or providing any Debt-Relief Service.

18 Nothing in this Order shall be read as an exception to this Paragraph.

19 **IV. INJUNCTION CONCERNING COLLECTING PAYMENTS FROM**
20 **CONSUMERS**

21 **IT IS FURTHER ORDERED** that:

- 22 10. As of the Effective Date, Defendant, and his agents, servants, employees,
23 and attorneys, and all other persons in active concert or participation with any of them,
24 who receive actual notice of this Order, whether acting directly or indirectly, are
25 permanently restrained and enjoined from causing any charges to be made to, or
26 collecting, attempting to collect, causing collection or attempts to collect, selling,
27 assigning, or otherwise transferring any right to collect, payment from any Affected
28 Consumer.

1 tax, Defendant must: (a) immediately notify the Enforcement Director in writing, and (b)
2 within 10 days of receiving the funds or monetary benefit, Defendant must transfer to the
3 Bureau the full amount of such funds or monetary benefit (Additional Payment) to the
4 Bureau or to the Bureau's agent according to the Bureau's wiring instructions. After the
5 Bureau receives the Additional Payment, the amount of the suspended judgment
6 referenced in Paragraph 12 will be reduced by the amount of the Additional Payment and
7 the Additional Payment will be applied toward satisfaction of the monetary judgment
8 entered in Paragraph 12.

9 15. Any funds received by the Bureau in satisfaction of this judgment will be
10 deposited into a fund or funds administered by the Bureau or to the Bureau's agent
11 according to applicable statutes and regulations to be used for redress for injured
12 consumers, including, but not limited to, refund of moneys, restitution, damages, or other
13 monetary relief, and for any attendant expenses for the administration of any such
14 redress.

15 16. If the Bureau determines, in its sole discretion, that redress to consumers is
16 wholly or partially impracticable or if funds remain after the administration of redress is
17 completed, the Bureau shall deposit the remaining funds in the U.S. Treasury as
18 disgorgement. Defendant will have no right to challenge the Bureau's choice of remedies
19 under this Section, and will have no right to contest any actions that the Bureau or its
20 representatives may take under this paragraph.

21 17. Payment of redress to any Affected Consumer under this Order may not be
22 conditioned on that Affected Consumer waiving any right.

23 **VII. EFFECT OF MISREPRESENTATION OR OMISSION REGARDING**
24 **FINANCIAL CONDITION**

25 **IT IS FURTHER ORDERED** that:

26 18. The suspension of the monetary judgment entered in Section VI of this
27 Order is expressly premised on the truthfulness, accuracy, and completeness of
28

1 Defendant's financial statements and supporting documents submitted to the Bureau on
2 or about May 22, 2020 which Defendant asserts are truthful, accurate, and complete, and
3 which include:

- 4 a. Financial Statement of Defendant, including the attachments, signed on
5 May 19, 2020 and submitted to the Bureau on or about May 22, 2020,
6 including supplemental information submitted on June 23, 2020 and July
7 6, 2020; and
- 8 b. 2017 and 2018 federal tax returns for Defendant, submitted to the Bureau
9 on or about May 22, 2020.

10
11 19. If upon motion by the Bureau, the Court determines that Defendant has
12 failed to disclose any material asset or that any of his financial statements or oral
13 testimony contain any material misrepresentation or omission, including materially
14 misstating the value of any asset, the Court shall terminate the suspension of the
15 monetary judgment entered in Section VI and without further adjudication, shall reinstate
16 the judgment entered in Section VI of this Order and the full judgment of \$240,000 shall
17 be immediately due and payable, less any amounts paid to the Bureau under Section VI
18 of this Order.

19 20. If the Court terminates the suspension of the monetary judgment under this
20 Section, the Bureau will be entitled to interest on the judgment, computed from the date
21 of entry of this Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any
22 outstanding amounts not paid.

23 21. Provided, however, that in all other respects this Order shall remain in full
24 force and effect unless otherwise ordered by the Court; and, provided further, that
25 proceedings instituted under this provision would be in addition to, and not in lieu of any
26 other civil or criminal remedies as may be provided by law, including any other
27 proceedings that the Bureau may initiate to enforce this Order.
28

1 **VIII. ORDER TO PAY CIVIL MONEY PENALTIES**

2 **IT IS FURTHER ORDERED** that:

3 22. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the
4 violations of law alleged in the Complaint, and taking into account the factors in 12
5 U.S.C. § 5565(c)(3), Defendant must pay a civil money penalty of \$1 to the Bureau. This
6 amount is based on Defendant's limited ability to pay as attested to in his financial
7 statements listed in Section VII above.

8 23. Within 10 days of the Effective Date, Defendant must pay the civil money
9 penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the
10 Bureau's wiring instructions.

11 24. The civil money penalty paid under this Order will be deposited in the Civil
12 Penalty Fund of the Bureau as required by Section 1017(d) of the CFPA, 12 U.S.C.
13 § 5497(d).

14 25. Defendant must treat the civil money penalty paid under this Order as a
15 penalty paid to the government for all purposes. Regardless of how the Bureau ultimately
16 uses those funds, Defendant may not:

- 17 a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax
18 benefit for any civil money penalty paid under this Order; or
19 b. Seek or accept, directly or indirectly, reimbursement or indemnification
20 from any source, including, but not limited to payment made under any
21 insurance policy, with regard to any civil money penalty paid under this
22 Order.

23 26. Defendant agrees that the civil penalty imposed by the Order represents a
24 civil penalty owed to the United States Government, is not compensation for actual
25 pecuniary loss, and thus it is not subject to discharge under the Bankruptcy Code, 11
26 U.S.C. § 523(a)(7).

1 **IX. ADDITIONAL MONETARY PROVISIONS**

2 **IT IS FURTHER ORDERED** that:

3 27. In the event of any default on Defendant's obligations to make payment
4 under this Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on
5 any outstanding payments not paid from the date of default to the date of payment, and
6 will immediately become due and payable.

7 28. Defendant relinquishes all dominion, control, and title to the funds paid
8 under this Order to the fullest extent permitted by law and no part of the funds may be
9 returned to Defendant.

10 29. The facts alleged in the Complaint will be taken as true and be given
11 collateral estoppel effect, without further proof, in any proceeding based on the entry of
12 the Order, or in any subsequent civil litigation by or on behalf of the Bureau, including in
13 a proceeding to enforce its rights to any payment or monetary judgment under this Order,
14 such as a nondischargeability complaint in any bankruptcy case.

15 30. The facts alleged in the Complaint establish all elements necessary to sustain
16 an action by the Bureau under Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C.
17 § 523(a)(2)(A), and for such purposes this Order will have collateral estoppel effect
18 against Defendant, even in Defendant's capacity as debtor-in-possession.

19 31. Under 31 U.S.C. § 7701, Defendant must furnish to the Bureau his taxpayer
20 identification number(s), which may be used for purposes of collecting and reporting on
21 any delinquent amount arising out of this Order.

22 32. Within 30 days of the entry of a final judgment, consent order, or settlement
23 in a Related Consumer Action, Defendant must notify the Enforcement Director of the
24 final judgment, consent order, or settlement in writing. That notification must indicate the
25 amount of redress, if any, that Defendant paid or is required to pay to consumers and
26 describe the consumers or classes of consumers to whom that redress has been or will be
27 paid. To preserve the deterrent effect of the civil money penalty in any Related
28 Consumer Action, Defendant may not argue that Defendant is entitled to, nor may

1 Defendant benefit by, any offset or reduction of any monetary remedies imposed in the
2 Related Consumer Action because of the civil money penalty paid in this action or
3 because of any payment that the Bureau makes from the Civil Penalty Fund. If the court
4 in any Related Consumer Action offsets or otherwise reduces the amount of
5 compensatory monetary remedies imposed against Defendant based on the civil money
6 penalty paid in this action or based on any payment that the Bureau makes from the Civil
7 Penalty Fund, Defendant must, within 30 days after entry of a final order granting such
8 offset or reduction, notify the Bureau and pay the amount of the offset or reduction to the
9 U.S. Treasury. Such a payment will not be considered an additional civil money penalty
10 and will not change the amount of the civil money penalty imposed in this action.

11 33. Upon written request, any consumer reporting agency must furnish
12 consumer reports to the Bureau concerning Defendant under Section 604(a)(1) of the Fair
13 Credit Reporting Act, 15 U.S.C. § 1681 b(a)(1), which may be used for purposes of
14 collecting and reporting on any delinquent amount arising out of this Order.

15 COMPLIANCE PROVISIONS

16 X. REPORTING REQUIREMENTS

17 **IT IS FURTHER ORDERED** that:

18 34. Defendant must notify the Bureau of any development that may affect
19 compliance obligations arising under this Order, including, but not limited to, the filing of
20 any bankruptcy or insolvency proceeding by or against Defendant; or a change in
21 Defendant's name or address. Defendant must provide this notice, if practicable, at least
22 30 days before the development, but in any case no later than 14 days after the
23 development.

24 35. Within 7 days of the Effective Date, Defendant must:

- 25 a. Designate at least one telephone number and email, physical and postal
26 address as points of contact, which the Bureau may use to communicate
27 with Defendant;
28

- b. Identify all businesses for which Defendant is the majority owner, or that Defendant 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 all Defendant's telephone numbers and all email, Internet, physical and postal addresses of Defendant, including all residences; and
- e. Describe in detail Defendant's involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including his title, role, responsibilities, participation, authority, control, and ownership.

36. Defendant must report any change in the information required to be submitted under Paragraph 35 at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

37. Within 90 days of the Effective Date, and again one year after the Effective Date, Defendant must submit to the Enforcement Director an accurate written compliance progress report sworn under penalty of perjury (Compliance Report), which, at a minimum:

- a. Lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Defendant has complied with each such paragraph and subparagraph of this Order; and
- b. Attaches a copy of each Order Acknowledgment obtained under Section XI, unless previously submitted to the Bureau.

After the one-year period, Defendant must submit to the Enforcement Director additional Compliance Reports within 14 days of receiving a written request from the Bureau.

1 **XI. ORDER DISTRIBUTION AND ACKNOWLEDGEMENT**

2 **IT IS FURTHER ORDERED** that:

3 38. Within 7 days of the Effective Date, Defendant must submit to the
4 Enforcement Director an acknowledgment of receipt of this Order, sworn under penalty
5 of perjury.

6 39. Within 30 days of the Effective Date, Defendant, for any business for which
7 he is majority owner or which he directly or indirectly controls, must deliver a copy of
8 this Order to each of its board members and executive officers, as well as to any
9 managers, employees, service providers, or other agents and representatives who have
10 responsibilities related to the subject matter of the Order.

11 40. For 5 years from the Effective Date, Defendant, for any business for which
12 he is the majority owner or which he directly or indirectly controls, must deliver a copy
13 of this Order to any business entity resulting from any change in structure referred to in
14 Section X, any future board members and executive officers, before they assume their
15 responsibilities.

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

20 **XII. RECORDKEEPING**

21 **IT IS FURTHER ORDERED** that:

22 42. Defendant must create, for at least 7 years from the Effective Date, all
23 documents and records necessary to demonstrate full compliance with each provision of
24 this Order, including all submissions to the Bureau. Defendant must retain these
25 documents for at least 7 years after creation and make them available to the Bureau upon
26 the Bureau's request.

27 43. Defendant must maintain, for at least 5 years from the Effective Date or 5
28 years after creation, whichever is longer:

- 1 a. Financial records, including, but not limited to, individual and corporate
2 tax returns, credit reports, any and all documentation required to
3 complete the Bureau’s individual and corporate financial disclosure
4 forms, and accounting records showing gross and net revenues, all costs
5 incurred in generating revenues, and the resulting net profit or loss;
6 b. For any Affected Consumer, records showing the person’s name, email
7 and postal address, telephone number, dates and dollar amounts of
8 payments made, and the quantity and description of goods and services
9 purchased; and
10 c. All consumer complaints and refund requests (whether received directly
11 or indirectly, such as through a third party), and any response to those
12 complaints or requests.
13

14 44. Defendant must make the documents identified in Paragraph 43 available to
15 the Bureau upon the Bureau’s request.

16 **XIII. NOTICES**

17 **IT IS FURTHER ORDERED** that:

18 45. Unless otherwise directed in writing by the Bureau, Defendant must provide
19 all submissions, requests, communications, or other documents relating to this Order in
20 writing, with the subject line, “*CFPB v. GST Factoring, Inc., et al.*, Case No. 8:20-cv-
21 01239” and send them by overnight courier or first-class mail to the below address and
22 contemporaneously by email to Enforcement_Compliance@cfpb.gov:

23 Assistant Director for Enforcement
24 Bureau of Consumer Financial Protection
25 ATTENTION: Office of Enforcement
26 1700 G Street, N.W.
27 Washington, DC 20552
28

1 **XIV. COOPERATION WITH THE BUREAU**

2 **IT IS FURTHER ORDERED** that:

3 46. Defendant must cooperate fully to help the Bureau determine the identity
4 and location of, and the amount of injury sustained by, each Affected Consumer.
5 Defendant must provide such information in his or his agents' possession or control
6 within 14 days of receiving a written request from the Bureau.

7 47. Defendant must cooperate fully with the Bureau in this matter and in any
8 investigation or litigation related to or associated with the conduct described in the
9 Complaint, including, but not limited to, providing information, documents, and
10 testimony. Defendant must provide truthful and complete information, evidence, and
11 testimony. Defendant must appear, or cause employees or agents to appear, for
12 interviews, discovery, hearings, trials, and any other proceedings that the Bureau may
13 reasonably request upon 10 days written notice, or other reasonable notice, at such places
14 and times as the Bureau may designate, without the service of compulsory process.

15 **XV. COMPLIANCE MONITORING**

16 **IT IS FURTHER ORDERED** that, to monitor Defendant's compliance with this Order,
17 including the financial representations upon which the monetary judgment was partially
18 suspended:

19 48. Within 14 days of receipt of a written request from the Bureau, Defendant
20 must submit additional compliance reports or other requested information, which must be
21 sworn under penalty of perjury; provide sworn testimony; or produce documents.

22 49. For purposes of this Section, the Bureau may communicate directly with
23 Defendant, unless Defendant retains counsel related to these communications.

24 50. Defendant must permit Bureau representatives to interview any employee or
25 other person affiliated with Defendant who has agreed to such an interview. The person
26 interviewed may have counsel present.

27 51. Nothing in this Order will limit the Bureau's lawful use of compulsory
28 process, including pursuant to 12 C.F.R. § 1080.6.

1 **XVI. RETENTION OF JURISDICTION**

2 **IT IS FURTHER ORDERED** that:

3 52. The Court will retain jurisdiction of this matter for the purposes of
4 construction, modification, and enforcement of this Order.

5 **XVII. SERVICE**

6 **IT IS FURTHER ORDERED** that:

7 53. This Order may be served upon Defendant by electronic mail, certified mail,
8 or United Parcel Service, either by the United States Marshal, the Clerk of the Court, or
9 any representative or agent of the Bureau.

10 **IT IS SO ORDERED.**

11
12 Dated: this ____ day of _____, 2020.

United States District Judge