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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CONSUMER FINANCIAL
PROTECTION BUREAU,

Plaintiff,

v.

JUDITH NOH d/b/a STUDENT
LOAN PRO;
JUDITH NOH as an individual; and
SYED FAISAL GILANI,

Defendants, and

FNZA MARKETING, LLC,

Relief Defendant.

Case No. 8:21-cv-00488-JWH (ADSx)

**STIPULATED JUDGMENT AND
ORDER AS TO DEFENDANTS
JUDITH NOH AND STUDENT
LOAN PRO**

1 Plaintiff Consumer Financial Protection Bureau (the “Bureau”)
2 commenced this civil action on or about March 16, 2021, with a Complaint to
3 obtain injunctive and monetary relief and civil penalties from Defendants Judith
4 Noh d/b/a Student Loan Pro (“Student Loan Pro”); Judith Noh as an
5 individual (“Noh”); Syed Faisal Gilani (“Gilani”); and disgorgement from
6 Relief Defendant FNZA Marketing, LLC (“FNZA”). The Complaint alleges
7 violations of the Telemarketing Sales Rule, 16 C.F.R. Part 310, and of the
8 Consumer Financial Protection Act of 2010 (the “CFPA”), 12 U.S.C.
9 §§ 5536(a), 5564, & 5565, in connection with the telemarketing and sale of debt-
10 relief services by Student Loan Pro. The Bureau and Defendants Noh and
11 Student Loan Pro agree to the entry of this Stipulated Final Judgment and Order
12 (the “Order”), without adjudication of any issue of fact or law, to settle and
13 resolve all matters in dispute arising from the conduct alleged in the Complaint.

14 Therefore, it is hereby **ORDERED, ADJUDGED, and DECREED** as
15 follows:

16 I. FINDINGS

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

20 2. Defendant Noh is the sole proprietor of Student Loan Pro, a
21 fictitious business name registered in Orange County, California.

22 3. Defendants Noh and Student Loan Pro neither admit nor deny the
23 allegations in the Complaint, except as specified in this Order. For purposes of
24 this Order, Defendants Noh and Student Loan Pro admit the facts necessary to
25 establish the Court’s jurisdiction over them and the subject matter of this action.

26 4. The Complaint alleges claims upon which relief may be granted.

27 5. The relief provided in this Order is appropriate and available
28 pursuant to sections 1054 and 1055 of the CFPA, 12 U.S.C. §§ 5564 and 5565.

1 6. From September 2015 to November 6, 2019, in the course of
2 telemarketing and providing, offering to provide, or arranging for others to
3 provide a Debt-Relief Service, namely the consolidation and modification of
4 consumers' federal student loans, Defendant Student Loan Pro requested and
5 received payment of fees or consideration from consumers before:

6 a. Student Loan Pro renegotiated, settled, reduced, or
7 otherwise altered the terms of one debt for the consumer pursuant to a
8 settlement agreement, debt management plan, or other such valid
9 contractual agreement executed by the consumer; and

10 b. the consumer made at least one payment pursuant to that
11 agreement.

12 7. Defendant Noh designated Defendant Gilani as a co-signatory on
13 all of Defendant Student Loan Pro's bank accounts and merchant accounts and
14 allowed him to exercise financial and managerial authority over the business of
15 Student Loan Pro, including setting the amount and timing of fees and
16 withdrawing and transferring funds from Student Loan Pro's bank accounts to
17 Relief Defendant FNZA for Gilani's personal use.

18 8. The acts and practices of Defendants Noh and Student Loan Pro
19 alleged in the Complaint resulted in harm to Affected Consumers equal to
20 \$3,437,251.40 in illegal advance fees paid to Student Loan Pro, after subtracting
21 consumer chargebacks and refunds made by Student Loan Pro.

22 9. Defendant Student Loan Pro ceased operations in November 2019,
23 and it has no remaining funds or assets.

24 10. Defendants Noh and Student Loan Pro waive all rights to seek
25 judicial review or otherwise challenge or contest the validity of this Order and
26 any claim they may have under the Equal Access to Justice Act, 28 U.S.C.
27 § 2412, concerning the prosecution of this action to the date of this Order. Each
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1 party agrees to bear its own costs and expenses, including, without limitation,
2 attorneys' fees.

3 11. The entry of this Order is in the public interest.

4 II. DEFINITIONS

5 12. The following definitions apply to this Order:

6 a. "Affected Consumer" means a consumer who paid a fee to
7 Student Loan Pro from September 1, 2015, to November 6, 2019.

8 b. "Assist[ing] Others" includes, but is not limited to, the
9 following:

- 10 i. consulting in any form whatsoever;
- 11 ii. providing paralegal or administrative support services;
- 12 iii. performing customer service functions, including, but
13 not limited to, receiving or responding to consumer complaints;
- 14 iv. formulating or providing, or arranging for the
15 formulation or provision of, any advertising or marketing material,
16 including, but not limited to, any telephone sales script, direct mail
17 solicitation, or the text of any Internet website, email, or other
18 electronic communication or advertisement;
- 19 v. formulating or providing, or arranging for the
20 formulation or provision of, any marketing support material or
21 service, including, but not limited to, web or Internet Protocol
22 addresses or domain name registration for any Internet websites,
23 affiliate marketing services, or media placement services;
- 24 vi. providing names of, or assisting in the generation of,
25 potential customers;
- 26 vii. performing marketing, billing, or payment services of
27 any kind; and
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1 viii. acting or serving as an owner, officer, director,
2 manager, or principal of any entity.

3 c. “Consumer Financial Product or Service” is synonymous in
4 meaning and equal in scope to the definition of the term, as of the
5 Effective Date, in section 1002(5) of the CFPA, 12 U.S.C. § 5481(5), and,
6 subject to applicable restrictions contained in the CFPA, includes, but is
7 not limited to:

8 i. engaging in deposit-taking activities, transmitting or
9 exchanging funds, or otherwise acting as a custodian of funds or any
10 financial instrument for use by or on behalf of a consumer;

11 ii. providing payments or other financial data processing
12 products or services to a consumer by any technological means,
13 including processing or storing financial or banking data for any
14 payment instrument, or through any payments systems or network
15 used for processing payments data, including payments made
16 through an online banking system or mobile telecommunications
17 network; or

18 iii. providing financial advisory services to consumers on
19 individual financial matters or relating to proprietary financial
20 products or services, including providing credit counseling to any
21 consumer or providing services to assist a consumer with debt
22 management or debt settlement, modifying the terms of any
23 extension of credit, or avoiding foreclosure.

24 d. “Debt-Relief Service” means any program or service
25 represented, directly or by implication, to renegotiate, settle, or in any
26 way alter the terms of payment or other terms of the debt or obligation,
27 including, but not limited to, a reduction in the balance, interest rate, or
28 fees owed by a consumer to an unsecured creditor or debt collector.

1 e. “Effective Date” means the date on which this Order is
2 entered by the Court.

3 f. “Enforcement Director” means the Assistant Director of the
4 Office of Enforcement for the Consumer Financial Protection Bureau, or
5 their delegate.

6 g. “Noh” means Defendant Judith Noh and any other names
7 by which she might be known.

8 h. “Noh Defendants” means Defendant Noh and Defendant
9 Student Loan Pro, individually or collectively.

10 i. “Person” means an individual, partnership, company,
11 corporation, association (incorporated or unincorporated), trust, estate,
12 cooperative organization, or other entity.

13 j. “Related Consumer Action” means a private action by or on
14 behalf of one or more consumers or an enforcement action by another
15 governmental agency brought against the Noh Defendants based on
16 substantially the same facts as described in the Complaint.

17 k. “Relief Defendant FNZA” means Relief Defendant FNZA
18 Marketing, LLC, a California limited liability corporation of which the
19 sole member is Noh.

20 l. “Student Loan Pro” means Defendant Judith Noh d/b/a
21 Student Loan Pro and its successors and assigns.

22 III. CONDUCT PROVISIONS

23 A. Permanent Ban on Consumer Financial Products or Services

24 13. The Noh Defendants, whether acting directly or indirectly, are
25 permanently restrained and enjoined from:

26 a. Advertising, marketing, promoting, offering for sale, selling,
27 offering or providing any Consumer Financial Product or Service;

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1 b. Assisting Others in advertising, marketing, promoting,
2 offering for sale, selling, offering or providing any Consumer Financial
3 Product or Service; or

4 c. Receiving any remuneration or other consideration from,
5 holding any ownership interest in, providing services to, or working in any
6 capacity for any Person that is engaged in offering or providing any
7 Consumer Financial Product or Service.

8 Nothing in this Order shall be read as an exception to this Paragraph 13.

9 **B. Injunction Concerning Collecting Payments from Consumers**

10 14. The Noh Defendants and their officers, agents, servants,
11 employees, and attorneys, and all other Persons in active concert or participation
12 with any of them who receive actual notice of this Order, whether acting directly
13 or indirectly, are permanently restrained and enjoined from causing any charges
14 to be made to, or collecting, attempting to collect, causing collection or attempts
15 to collect, selling, assigning, or otherwise transferring any right to collect,
16 payment from any Affected Consumer.

17 **C. Prohibition on Business Ventures with Defendant Gilani**

18 15. The Noh Defendants, whether acting directly or indirectly, such as
19 through any company owned or controlled by Defendant Noh, are permanently
20 restrained and enjoined from investing in, providing services to, working for,
21 serving as an officer of, or being otherwise engaged in any business venture or
22 project involving Defendant Gilani, including allowing Defendant Gilani to
23 utilize their bank accounts.

24 **D. Prohibited Use of Consumer Information**

25 16. The Noh Defendants and their officers, agents, servants,
26 employees, and attorneys, and all other Persons in active concert or participation
27 with them who receive actual notice of this Order, whether acting directly or
28 indirectly, may not:

1 a. disclose, use, or benefit from customer information,
2 including names, addresses, telephone numbers, email addresses, social
3 security numbers, other identifying information, or any data that enables
4 access to a customer's account (including a credit card, bank account, or
5 other financial account), that the Noh Defendants obtained before the
6 Effective Date in connection with offering or providing Debt-Relief
7 Services; or

8 b. attempt to collect, sell, assign, or otherwise transfer any right
9 to collect payment from any consumer who purchased or agreed to
10 purchase Debt-Relief Services from Defendant Student Loan Pro.

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

13 **E. Affirmative Requirements**

14 17. Under §§ 1053 and 1055 of the CFPA, Defendant Noh must:

15 a. within 30 days after the Effective Date, file a statement of
16 abandonment of the fictitious business name Student Loan Pro with the
17 Office of the Orange County Clerk-Recorder, pay any associated fee for
18 such abandonment, and comply with any other requirements of the Office
19 of the Orange County Clerk-Recorder for such abandonment;

20 b. within 30 days after the Effective Date, submit a request for
21 cancellation or dissolution of Relief Defendant FNZA to the State of
22 California and commence compliance with any other California
23 requirements for such cancellation or dissolution; and

24 c. within 180 days after the Effective Date, take all necessary
25 steps to complete the cancellation or dissolution of Relief Defendant
26 FNZA.

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1 18. Defendant Noh must provide the Bureau with evidence of
2 compliance with Paragraph 17 within 14 days of completion of each of the
3 affirmative requirements in subparts a, b, and c.

4 IV. MONETARY PROVISIONS

5 A. Order to Pay Civil Money Penalty

6 19. Under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason
7 of the violations of law alleged in the Complaint, and taking into account these
8 Defendants' inability to pay, the Noh Defendants must jointly pay a civil money
9 penalty of \$2,000.00 to the Bureau.

10 20. Within 10 days of the Effective Date, the Noh Defendants must pay
11 the civil money penalty by wire transfer to the Bureau or to the Bureau's agent
12 in compliance with the Bureau's wiring instructions.

13 21. The civil money penalties paid under this Order will be deposited in
14 the Civil Penalty Fund of the Bureau as required by section 1017(d) of the
15 CFPA, 12 U.S.C. § 5497(d).

16 22. The Noh Defendants must treat the civil money penalty paid under
17 this Order as a penalty paid to the government for all purposes. Regardless of
18 how the Bureau ultimately uses those funds, the Noh Defendants may not:

19 a. Claim, assert, or apply for a tax deduction, tax credit, or any
20 other tax benefit for any civil money penalty paid under this Order; or

21 b. Seek or accept, directly or indirectly, reimbursement or
22 indemnification from any source, including but not limited to payment
23 made under any insurance policy, with regard to any civil money penalty
24 paid under this Order.

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

1 24. In the event of any default on the Noh Defendants' obligations to
2 make payment under this Order, interest, computed under 28 U.S.C. § 1961, as
3 amended, will accrue on any outstanding amounts not paid from the date of
4 entry of judgment to the date of payment, and will immediately become due and
5 payable.

6 25. The Noh Defendants relinquish all dominion, control, and title to
7 the funds paid under this Order to the fullest extent permitted by law and no
8 part of the funds may be returned to these Defendants.

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

14 27. Defendant Noh acknowledges that her Taxpayer Identification
15 Number (Social Security Number or Employer Identification Number), which
16 Defendant Noh previously submitted to the Bureau, may be used for collecting
17 and reporting on any delinquent amount arising out of this Order, in accordance
18 with 31 U.S.C. § 7701.

19 28. Within 30 days of the entry of a final judgment, order, or settlement
20 in a Related Consumer Action, the Noh Defendants must notify the
21 Enforcement Director of the final judgment, order, or settlement in writing.
22 That notification must indicate the amount of redress, if any, that the Noh
23 Defendants paid or are required to pay to consumers and describe the
24 consumers or classes of consumers to whom that redress has been or will be
25 paid. To preserve the deterrent effect of the civil money penalty in any Related
26 Consumer Action, the Noh Defendants may not argue that they are entitled to,
27 nor may the Noh Defendants benefit by, any offset or reduction of any monetary
28 remedies imposed in the Related Consumer Action because of the civil money

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

11 **B. Effect of Misrepresentation or Omission Regarding Financial**
12 **Condition**

13 29. The civil money penalty imposed in Section IV.A. is expressly
14 premised on the truthfulness, accuracy, and completeness of the Noh
15 Defendants' sworn financial statements and supporting documents submitted to
16 the Bureau, which Defendant Noh asserts are truthful, accurate, and complete,
17 and which include:

18 a. Financial Disclosure Statement of Defendant Noh, including
19 the attachments, signed on September 5, 2024, and submitted to the
20 Bureau on or about September 5, 2024;

21 b. Defendant Noh's oral testimony provided on February 23,
22 2023;

23 c. Defendant Student Loan Pro's oral testimony provided on
24 February 22, 2023; and

25 d. Defendant Noh's affidavit provided to the Bureau on
26 November 12, 2024.

27 30. If upon motion by the Bureau, the Court determines that the Noh
28 Defendants have failed to disclose any material asset or that any of their financial

1 statements, including material assets under the control of Relief Defendant
2 FNZA, or oral testimony contain any material misrepresentation or omission,
3 including materially misstating the value of any asset, then, by reason of the
4 violations of law described in Section I of this Order, and taking into account the
5 factors in 12 U.S.C. § 5565(c)(3), the Noh Defendants will be required to pay an
6 additional civil money penalty of \$998,000 which is the amount of the discount
7 provided to account for the Noh Defendants' inability to pay a greater amount in
8 determining the civil money penalty imposed in Section IV.A. Provided,
9 however, that in all other respects this Order shall remain in full force and effect
10 unless otherwise ordered by the Court; and, provided further, that proceedings
11 instituted under this provision would be in addition to, and not in lieu of any
12 other civil or criminal remedies as may be provided by law, including any other
13 proceedings that the Bureau may initiate to enforce this Order.

14 **V. COMPLIANCE PROVISIONS**

15 **A. Reporting Requirements**

16 31. The Noh Defendants must notify the Bureau of any development
17 that may affect compliance obligations arising under this Order, including but
18 not limited to, a dissolution, assignment, sale, merger, or other action that would
19 result in the emergence of a successor company; the creation or dissolution of a
20 subsidiary, parent, or affiliate that engages in any acts or practices subject to this
21 Order; the filing of any bankruptcy or insolvency proceeding by or against a
22 Defendant; or a change in a Defendant's name or address. The Noh Defendants
23 must provide this notice at least 30 days before the development or as soon as
24 practicable after learning about the development, but in any case, no longer than
25 14 days after the development.

26 32. Within 7 days of the Effective Date, the Noh Defendants must:
27
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1 a. Designate at least one telephone number and email, physical,
2 and postal addresses as points of contact that the Bureau may use to
3 communicate with the Noh Defendants;

4 b. Identify all businesses for which any of the Noh Defendants
5 is the majority owner, or that any of the Noh Defendants directly or
6 indirectly controls, by all of their names, telephone numbers, and
7 physical, postal, email, and Internet addresses;

8 c. Describe the activities of each such business, including the
9 products and services offered, and the means of advertising, marketing,
10 and sales.

11 d. Identify Defendant Noh's telephone numbers and all email,
12 Internet, physical, and postal addresses, including all residences;

13 e. Describe in detail Defendant Noh's involvement in any
14 business for which she performs services in any capacity or which she
15 wholly or partially owns, including her title, role, responsibilities,
16 participation, authority, control, and ownership.

17 33. The Noh Defendants must report any change in the information
18 required to be submitted under Paragraph 32 at least 30 days before the change
19 or as soon as practicable after learning about the change, whichever is sooner.

20 34. One year after the Effective Date, the Noh Defendants must submit
21 to the Enforcement Director an accurate written compliance progress report
22 (Compliance Report), the accuracy of which is sworn to under penalty of
23 perjury, and which, at a minimum:

24 a. Describes in detail whether and how each of the Noh
25 Defendants has complied with each applicable paragraph and
26 subparagraph of the Order, including the manner of verification of such
27 compliance and any corrective actions taken to remedy potential non-
28

1 compliance with the applicable requirement, paragraph, or subparagraph;
2 and

3 b. Attaches a copy of each Order Acknowledgment obtained
4 under Section V.B., unless previously submitted to the Bureau.

5 **B. Order Distribution and Acknowledgment**

6 35. Within 7 days of the Effective Date, each of the Noh Defendants
7 must submit to the Enforcement Director an acknowledgment of receipt of this
8 Order, sworn under penalty of perjury.

9 36. Within 30 days of the Effective Date, the Noh Defendants, for any
10 business for which they are the majority owner or which they directly or
11 indirectly control, must deliver a copy of the Complaint and this Order to each
12 of its board members and executive officers, as well as to any managers,
13 employees, service providers, or other agents and representatives who have
14 responsibilities related to the subject matter of the Order.

15 37. For 10 years from the Effective Date, the Noh Defendants, for any
16 business for which they are the majority owner or which they directly or
17 indirectly control, must deliver a copy of the Complaint and this Order to any
18 business entity resulting from any change in structure referred to in
19 Section V.A., any future board members and executive officers, as well as to any
20 managers, employees, service providers, or other agents and representatives
21 who will have responsibilities related to the subject matter of the Order before
22 they assume their responsibilities.

23 38. The Noh Defendants must secure a signed and dated statement
24 acknowledging receipt of a copy of this Order, ensuring that any electronic
25 signatures comply with the requirements of the E-Sign Act, 15 U.S.C. §§ 7001-
26 7006, within 30 days of delivery, from all persons receiving a copy of this Order
27 under this Section.

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1 39. Within 90 days after the Effective Date, the Noh Defendants must
2 provide the Bureau with a list of all persons and their titles to whom this Order
3 was delivered through that date under Paragraphs 36 and 37 and a copy of all
4 signed and dated statements acknowledging of receipt of this Order under
5 Paragraph 38.

6 **C. Recordkeeping**

7 40. Defendant Noh must create, for at least 10 years from the Effective
8 Date, the following business records and for any business for which Defendant
9 Noh, individually or collectively with any other Defendant, is a majority owner
10 or which they directly or indirectly control: all documents and records necessary
11 to demonstrate full compliance with each provision of this Order, including all
12 submissions to the Bureau. Defendant Noh must retain these documents for at
13 least 10 years after creation and make them available to the Bureau upon the
14 Bureau's request.

15 41. To the extent that they possess or control the following documents
16 and information, Defendant Noh must maintain, for at least 10 years from the
17 Effective Date or 10 years after creation, whichever is longer:

18 a. For each individual Affected Consumer and their enrollment
19 with Defendant Student Loan Pro: the consumer's name, address, phone
20 number, email address; amount paid, description of the service
21 purchased, the date on which the service was purchased, a copy of any
22 promotional or welcome materials provided, and, if applicable, the date
23 and reason consumer left the program;

24 b. For Defendant Student Loan Pro's services, accounting
25 records showing the gross and net revenues generated by the services;

26 c. All consumer complaints and refund requests (whether
27 received directly or indirectly, such as through a third party), and any
28 responses to those complaints or requests;

1 d. Records showing, for each employee employed by Defendant
2 Student Loan Pro, that person's: name; telephone number; email,
3 physical, and postal address; job title or position; dates of service; and, if
4 applicable, the reason for termination;

5 e. Records showing, for each service provider providing
6 services to Defendant Student Loan Pro, the name of a point of contact,
7 and that person's telephone number; email, physical, and postal address;
8 job title or position; dates of service; and, if applicable, the reason for
9 termination.

10 42. All documents and records must be maintained in their original
11 electronic format. Data should be centralized, and maintained in such a way that
12 access, retrieval, auditing, and production are not hindered.

13 43. Defendant Noh must make the documents identified in
14 Paragraphs 40 and 41 available to the Bureau upon the Bureau's request.

15 **D. Notices**

16 44. Unless otherwise directed in writing by the Bureau, Defendant Noh
17 must provide all submissions, requests, communications, or other documents
18 relating to this Order in writing, with the subject line, "CFPB v. Noh, Case
19 No. 8:21-cv-00488 (C.D. Cal.)," and send them by email to
20 Enforcement_Compliance@cfpb.gov and, contemporaneously, by overnight
21 courier or first-class mail to the below address:

22 Assistant Director for Enforcement
23 Consumer Financial Protection Bureau
24 ATTENTION: Office of Enforcement
25 1700 G Street, N.W.
26 Washington D.C. 20552
27
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1 **E. Cooperation with the Bureau**

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

7 46. The Noh Defendants must cooperate fully with the Bureau in this
8 matter and in any investigation or litigation relating to or associated with the
9 conduct described in the Complaint. The Noh Defendants must provide
10 truthful and complete information, evidence, and testimony. Defendant Noh
11 must appear, and the Noh Defendants must cause their officers, employees,
12 representatives, or agents to appear, for interviews, discovery, hearings, trials,
13 and any other proceedings that the Bureau may reasonably request upon 10 days
14 written notice, or other reasonable notice, at such places and times as the Bureau
15 may designate, without the service of compulsory process.

16 **F. Compliance Monitoring**

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

21 48. For purposes of this Section, the Bureau may communicate directly
22 with the Noh Defendants, unless they retain counsel related to these
23 communications.

24 49. The Noh Defendants must permit Bureau representatives to
25 interview any employee or other person affiliated with them who has agreed to
26 such an interview regarding:

27 a. this matter;

28

1 b. anything related to or associated with the conduct described
2 the Complaint; or

3 c. compliance with this Order.

4 The person interviewed may have counsel present.

5 50. Nothing in this Order will limit the Bureau's lawful use of
6 compulsory process, under 12 C.F.R. § 1080.6.

7 **G. Transfer or Assignment of Operations**

8 51. Should the Noh Defendants seek to transfer or assign all or part of
9 their operations that are subject to this Order, the Noh Defendants must, as a
10 condition of sale, obtain the written agreement of the transferee or assignee to
11 comply with all applicable provisions of this Order.

12 **H. Retention of Jurisdiction**

13 52. All pending motions relating to the Noh Defendants are hereby
14 **DENIED** as moot.

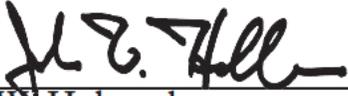
15 53. The Court retains jurisdiction of this matter for the purpose of
16 enforcing this Order.

17 **I. Service**

18 54. This Order may be served upon all Defendants by electronic mail,
19 certified mail, or United Parcel Service, either by the United States Marshal, the
20 Clerk of the Court, or any representative or agent of the Bureau.

21 **IT IS SO ORDERED.**

22
23 Dated: December 9, 2024

24 
25 _____
26 John W. Holcomb
27 UNITED STATES DISTRICT JUDGE
28