

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA,
ATLANTA DIVISION**

CONSUMER FINANCIAL
PROTECTION BUREAU,

Plaintiff,

v.

UNIVERSAL DEBT & PAYMENT
SOLUTIONS, LLC; *et al.*

Defendants.

Civil Action No.
1:15-CV-0859-RWS

**STIPULATED FINAL JUDGMENT AND ORDER AS TO
DEFENDANT MOHAN SINGH BAGGA**

Plaintiff, the Consumer Financial Protection Bureau (“Bureau”), commenced this action on March 26, 2015, by filing a complaint [[ECF No. 1](#)] (“Complaint”) against certain individuals and entities (“Defendants,” as further defined below), alleging deceptive and unfair acts and practices in connection with consumer debt collection in violation of the Consumer Financial Protection Act, [12 U.S.C. §§ 5531, 5536](#) (“CFPA”), and various violations of the Fair Debt Collection Practices Act, [15 U.S.C. §§ 1692-1692p](#) (“FDCPA”).

On March 21, 2019, the Court issued a decision [[ECF No. 576](#)] (the “March 21, 2019 Decision”) on the motion for summary judgment filed by the Bureau against certain Defendants, including Defendant Mohan Singh Bagga (“Bagga” or “Stipulating Defendant”). The Court found Bagga liable for violations of the FDCPA and for deceptive and unfair practices and substantial assistance under the CFPA. The Court reserved its ruling on what remedies should be imposed on Bagga.

The Bureau and Stipulating Defendant, acting *pro se*, desire to settle this dispute and, as a result, agree to the entry of this Stipulated Final Judgment and Order (“Order”).

FINDINGS

1. The Court has jurisdiction over the parties and the subject matter of this action.
2. In the March 21, 2019 Decision, the Court found that the evidence accepted on summary judgment established the existence of an unlawful phantom debt collection scheme among Defendants other than SPSS. [ECF No. 576 at 9-12, 25-28, 48-49, 63](#).
3. The Court found that Bagga organized and was an officer and sole owner of Defendant Universal Debt & Payment Solutions, LLC (“UDPS”). It held that UDPS was a debt collector that engaged in conduct

prohibited under the CFPA. Through Marcus Brown, UDPS: (a) bought and sold debt portfolios and payday loan leads, (b) performed skip tracing to amass consumer contact information and keep that information up-to-date, and (c) broadcast automated telephone messages to consumers with false or misleading information about purported debts, including threats of legal action. ECF No. 576 at 54.

4. The Court held that Bagga monitored and controlled UDPS's bank account and that he handled the company's accounting. The Court also found that Bagga personally received consumer complaints lodged with the Better Business Bureau and complaint calls made to his telephone number. ECF No. 576 at 54-55.

5. The Court further found that Bagga financed the launch of Defendant Credit Power, LLC, then took control of Credit Power's bank account and bought debt for the company to collect on. The Court found that Bagga also reopened Credit Power after it went out of business, and, at that point, was Credit Power's only officer. ECF No. 576 at 59.

6. The Court found that Bagga knew that both UDPS and Credit Power were calling consumers and collecting debts that were sometimes not owed and that Defendants were not entitled to collect. ECF No. at 60.

7. The Court ruled that Bagga was a debt collector within the meaning of the FDCPA, and was liable for deceiving consumers, using abusive tactics to collect debt, and failing to validate the debts collected. The Court also ruled that Bagga was a covered person under the CFPA and was liable for deceptive and unfair acts and practices as well as providing substantial assistance to other Defendants' violations of the CFPA. ECF No. 576 at 55, 60-61.

8. The Bureau and Stipulating Defendant agree to the entry of this Order to settle and resolve all matters in dispute arising from the conduct alleged in the Complaint.

9. The Court has found that the Complaint states claims upon which relief may be granted under the FDCPA and the CFPA. ECF No. 149.

10. The relief provided in this Order is appropriate and available pursuant to sections 1054 and 1055 of the CFPA, 12 U.S.C. §§ 5564 and 5565, and pursuant to the FDCPA, 15 U.S.C. § 1692l.

11. Stipulating Defendant neither admits nor denies the allegations in the Complaint except as stated in this Order. For purposes of this Order, Stipulating Defendant admits the facts necessary to establish the Court's jurisdiction over him and the subject matter of this action.

12. Stipulating Defendant waives all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Stipulating Defendant further waives any claim he may have under the Equal Access to Justice Act, [28 U.S.C. § 2412](#), concerning the prosecution of this action to the date of this Order. Each party will bear its own costs and expenses, including, without limitation, attorneys' fees.

13. Entry of this Order is in the public interest.

DEFINITIONS

14. The following definitions apply to this Order:

- a. "Affected Consumers" means Consumers who paid any money to the LLC Defendants between March 1, 2011 and March 31, 2015.
- b. "Consumer" means an individual or an agent, trustee, or representative acting on behalf of an individual. [12 U.S.C. § 5481\(4\)](#).
- c. "Consumer Financial Product or Service" is synonymous in meaning and equal in scope to the definition of the term, as of the Effective Date, in Section 1002(5) of the CFPA, [12 U.S.C. §](#)

5481(5), and, subject to applicable restrictions contained in the CFPB, includes, but is not limited to:

- i. engaging in deposit-taking activities, transmitting or exchanging funds, or otherwise acting as a custodian of funds or any financial instrument for use by or on behalf of a consumer;
- ii. providing payments or other financial data processing products or services to a consumer by any technological means, including processing or storing financial or banking data for any payment instrument, or through any payments systems or network used for processing payments data, including payments made through an online banking system or mobile telecommunications network; or
- iii. 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.

- d. “Debt” means any obligation or alleged obligation of a Consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment. [15 U.S.C. § 1692a\(5\)](#).
- e. “Debt Collector” means (i) any Person who uses an instrumentality of interstate commerce or the mail in any business the principal purpose of which is the collection of Debts or who regularly collects or attempts to collect, directly or indirectly, Debts owed or due or asserted to be owed or due another; (ii) any creditor who, in the process of collecting its own Debts, uses any name other than its own that would indicate that a third Person is collecting or attempting to collect the creditor’s Debts; and (iii) any Person to the extent that such Person collects or attempts to collect any Debt that was in default at the time it was obtained by such Person.

- f. “Defendants” means all of the Individual Defendants and the LLC Defendants, individually, collectively, or in any combination.
- i. “Individual Defendants” means Bagga, Marcus Brown, Sarita Brown, Tasha Pratcher, and Sumant Khan, collectively, or in any combination, and each of them by any other names by which they might be known;
 - ii. “LLC Defendants” means Check & Credit Recovery, LLC, Credit Power, LLC, Universal Debt & Payment Solutions, LLC, Universal Debt Solutions, WNY Account Solutions, LLC, WNY Solutions Group, LLC, and S Payment Processing & Solutions, LLC and their successors and assigns, collectively, or in any combination;
 - iii. “Stipulating Defendant” means Bagga and his successors and assigns.
- g. “Effective Date” means the date on which the Order is issued.
- h. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his or her delegate.

- i. “Person” means an individual, partnership, company, corporation, association (incorporated or unincorporated), trust, estate, cooperative organization, or other entity.
- j. “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 Stipulating Defendant based on substantially the same facts as this matter.
- k. “Relevant Period” means March 1, 2011 through March 31, 2015.
- l. “Service Provider” is synonymous in meaning and equal in scope to the definition of the term, as of the Effective Date, in Section 1002(26) of the CFPA, [12 U.S.C. § 5481\(26\)](#), and, subject to applicable restrictions contained in the CFPA, includes, but is not limited to, any Person that provides material service to a Person that is a “covered person” under the CFPA, [12 U.S.C. § 5481\(6\)](#), in connection with the offering or provision by such “covered person” of a Consumer Financial Product or Service, including a Person that:

- i. participates in designing, operating, or maintaining the Consumer Financial Product or Service; or
- ii. processes transactions relating to the Consumer Financial Product or Service (other than unknowingly or incidentally transmitting or processing financial data in a manner that such data is undifferentiated from other types of data of the same form as the Person transmits or processes).

ORDER

CONDUCT RELIEF

I.

Permanent Ban on Debt Collection

IT IS ORDERED that:

15. Stipulating Defendant, whether acting directly or indirectly, is permanently restrained and enjoined from:
 - a. acting as a Debt Collector;
 - b. holding any ownership interest in (i) a Debt Collector or (ii) a payment processor to a Debt Collector;
 - c. receiving any remuneration or other consideration from (i) a Debt Collector or (ii) a payment processor to a Debt Collector if

the remuneration or consideration relates to the collection of Debts;

- d. providing services or assistance to, or working in any capacity for, a Debt Collector, including but not limited to acting as a Service Provider, employee, or independent contractor to a Debt Collector; and
- e. advertising, marketing, promoting, offering for sale, processing payments for, selling, or buying any Debt or consumer information relating to a Debt.

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

II.

Prohibition on Misrepresentations Concerning Consumer Financial Products or Services

IT IS FURTHER ORDERED that:

16. Stipulating Defendant, and all other persons in active concert or participation with him who have actual notice of this Order, whether acting directly or indirectly, in connection with any Consumer Financial Product or Service, are permanently restrained and enjoined from misrepresenting, omitting, or assisting others in misrepresenting or omitting, expressly or by implication, any material fact, including but not limited to:

- a. a business name or identity;
- b. that any Person is an attorney or is barred or licensed to practice law in a particular jurisdiction;
- c. that any Person who is not associated or affiliated with an attorney or law firm is affiliated or associated with an attorney or law firm;
- d. that a Consumer will receive legal representation;
- e. how much a Consumer will save from purchasing, using, or enrolling in a Consumer Financial Product or Service;
- f. how long it will take to settle any Debts;
- g. the likelihood of any particular outcome or result from a Consumer Financial Product or Service; or
- h. the nature or terms of any refund, cancellation, exchange, or repurchase policy, 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 provided to the Consumer.

III.

**Prohibition on Unfair Practices Involving
Consumer Financial Products or Services**

IT IS FURTHER ORDERED that:

17. Stipulating Defendant, and all other persons in active concert or participation with him who have actual notice of this Order, whether acting directly or indirectly, in connection with any Consumer Financial Product or Service, are permanently restrained and enjoined from:

- a. Placing telephone calls to consumers without meaningful disclosure of the caller's identity; and
- b. Concealing their identity by causing "000-000-0000" or any other false or misleading information to appear on a consumer's caller identification.

IV.

Prohibition on Business Ventures with Other Defendants

IT IS FURTHER ORDERED that:

18. Stipulating Defendant, whether acting directly or indirectly, is permanently restrained and enjoined from investing in, providing services to, working for, serving as an officer of, or being otherwise engaged in any business venture or project involving any other Defendant.

V.

Consumer Information

IT IS FURTHER ORDERED that:

19. Stipulating Defendant, and all other Persons in active concert or participation with him, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from using, disclosing, or benefiting from Consumer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a Consumer's account (including a credit card, bank account, or any financial account) that any Defendant obtained before the Effective Date in connection with any Defendant's activity as a Debt Collector.

VI.

Prohibition on Certain Merchant Processing Activities

IT IS FURTHER ORDERED that:

20. Stipulating Defendant, and all other persons in active concert or participation with him, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from allowing third parties to use any merchant processing account that Stipulating Defendant owns or controls to collect consumer payments.

21. Stipulating Defendant, and all other persons in active concert or participation with him, who have actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from re-opening or using the following merchant payment processing accounts associated with the unlawful debt collection scheme: account number 8788370013263 with Frontline Processing Corporation, account number 5644000000476853 with Francis David Corporation d/b/a/ Electronic Merchant Systems, and account number 055-70-073-023-000 with Pathfinder Payment Solutions, Inc.

MONETARY PROVISIONS

VII.

Order to Pay Redress

IT IS FURTHER ORDERED that:

22. A judgment for equitable monetary relief and damages is entered in favor of the Bureau and against Stipulating Defendant, in the amount of \$5,261,484.00, for the purpose of providing redress to Affected Consumers; however, full payment of this judgment will be suspended upon satisfaction of the obligations in Sections IX and X, and subject to Section VIII of this Order.

23. The asset freeze imposed by the Preliminary Injunction [[ECF No. 16](#)] is dissolved as to Stipulating Defendant as of the Effective Date.

24. With regard to any redress that Stipulating Defendant pays under this Section, if Stipulating Defendant, directly or indirectly, receives any reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, or if Stipulating Defendant secures a tax deduction or tax credit with regard to any federal, state, or local tax, Stipulating Defendant must: (a) immediately notify the Enforcement Director in writing, and (b) within 10 days of receiving the funds or monetary benefit, Stipulating Defendant must transfer to the Bureau the full amount of such funds or monetary benefit (“Additional Payment”) to the Bureau or to the Bureau’s agent according to the Bureau’s wiring instructions. After the Bureau receives the Additional Payment, the amount of the suspended judgment referenced in Paragraph 22 will be reduced by the amount of the Additional Payment and the Additional Payment will be applied toward satisfaction of the monetary judgment entered in Paragraph 22.

25. Any funds received by the Bureau in satisfaction of this judgment 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 for redress for Affected Consumers, including, but not limited to, refund of

moneys, restitution, damages or other monetary relief, and for any attendant expenses for the administration of any such redress.

26. If the Bureau determines, in its sole discretion, that redress to consumers is wholly or partially impracticable or if funds remain after redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury as disgorgement. Stipulating Defendant will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

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

VIII.

Effect of Misrepresentation or Omission Regarding Financial Condition

IT IS FURTHER ORDERED that:

28. The Bureau's agreement to enter into this Order and the suspension of the monetary judgment entered in Section VII of this Order is expressly premised on the truthfulness, accuracy, and completeness of Stipulating Defendant's financial statements and supporting documents submitted to the Bureau, which Stipulating Defendant has attested, subject

to the penalties imposed by 18 U.S.C. §§ 1001 and 3571, are truthful, accurate, and complete, and which are:

- a. Financial Statement of Bagga, including the attachments, executed on February 6, 2015 and submitted to the Bureau on or about that date;
- b. Updated Financial Statement of Bagga, including the attachments, signed on September 27, 2019, and submitted to the Bureau on or about that date.

29. If upon motion by the Bureau, the Court determines that Stipulating Defendant has failed to disclose any material asset or that any of his Financial Statements listed in Paragraph 28 contain any material misrepresentation or omission, including materially misstating the value of any asset, the Court shall terminate the suspension of the monetary judgment entered in Section VII of this Order and the full judgment of \$5,261,484 entered shall be immediately due and payable.

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

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

IX.

Order To Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

32. Under section 1055(c) of the CFPA, [12 U.S.C. § 5565\(c\)](#), by reason of Stipulating Defendant's violations of the CFPA and FDCPA described in the March 21, 2019 Decision, and taking into account the factors in [12 U.S.C. § 5565\(c\)\(3\)](#), Stipulating Defendant must pay a civil money penalty of \$1.00 to the Bureau. This nominal penalty is based on Stipulating Defendant's limited ability to pay as attested to in his financial statements listed in Section VIII above.

33. Within 10 days of the Effective Date, Stipulating Defendant 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.

34. 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\(d\)](#).

35. Stipulating Defendant must treat the civil money penalty paid under this Order as a penalty paid to the government for all purposes.

36. Regardless of how the Bureau ultimately uses those funds, Stipulating Defendant 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 Consent 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 Consent Order.

37. Stipulating Defendant agrees that the civil penalty imposed by the Order represents a civil penalty owed to the United States Government, is not compensation for actual pecuniary loss, and, thus, as to Stipulating Defendant, it is not subject to discharge under the Bankruptcy Code under [11 U.S.C. § 523\(a\)\(7\)](#).

X.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

38. In the event of any default on Stipulating Defendant's 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.

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

40. The facts alleged in the 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 or on behalf of the Bureau in a proceeding to enforce its rights to any payment or monetary judgment under this Order, such as a nondischargeability complaint in any bankruptcy case.

41. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Bureau under to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and for such purposes this

Order will have collateral estoppel effect against Stipulating Defendant, even in such Stipulating Defendant's capacity as debtor-in-possession.

42. Under 31 U.S.C. § 7701, Stipulating Defendant, unless he has already done so, must furnish to the Bureau his taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

43. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Stipulating Defendant must notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Stipulating Defendant paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

44. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Stipulating Defendant may not argue that he is entitled to, nor may Stipulating Defendant 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. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory

monetary remedies imposed against Stipulating Defendant based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Stipulating Defendant must, within 30 days after entry of an Order granting such offset or reduction, notify the Bureau and pay the amount of the offset or reduction 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.

COMPLIANCE PROVISIONS

XI.

Reporting Requirements

IT IS FURTHER ORDERED that:

45. Stipulating Defendant must notify the Bureau of any development that may affect compliance obligations arising under this Order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company to Defendant UDPS, of which he is the sole owner; 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 Stipulating Defendant; or a change in Stipulating Defendant's name

or address. Stipulating Defendant 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.

46. Within 7 days of the Effective Date, Stipulating Defendant 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 Stipulating Defendant;
 - b. Identify all businesses for which Stipulating Defendant is the majority owner, or that Stipulating 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 Stipulating Defendant's telephone numbers and all email, Internet, physical, and postal addresses, including all residences;
 - e. Describe in detail Stipulating 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.

47. Stipulating Defendant must report any change in the information required to be submitted under Paragraph 46 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.

48. Within 90 days of the Effective Date and again one year after the Effective Date, Stipulating Defendant must submit to the Enforcement Director an accurate written compliance progress report sworn to 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 Stipulating Defendant has complied with each such paragraph and subparagraph of this Order;
- b. Attaches a copy of each Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.

XII.

Order Distribution and Acknowledgement

IT IS FURTHER ORDERED that:

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

50. For 10 years from the Effective Date, Stipulating Defendant must, for any business that provides Consumer Financial Products or Services or acts as a Service Provider for such a business, and for which he is the majority owner or which he directly or indirectly controls, deliver a copy of this Order to any managers, employees, or other agents and representatives who will have responsibilities related to Consumer Financial Products or Services before they assume their responsibilities.

51. Stipulating Defendant 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.

XIII.

Recordkeeping

IT IS FURTHER ORDERED that:

52. Stipulating Defendant must create, or if already created, must retain for the duration of the Order, all documents and records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Bureau.

XIV.

Notices

IT IS FURTHER ORDERED that:

53. Unless otherwise directed in writing by the Bureau, Stipulating Defendant must provide all submissions, requests, communications or other documents relating to this Order in writing, with the subject line, “In re CFPB v. Universal Debt & Payment Solutions LLC, et al., ENF Matter No. 2013-0916-2,” and send them by overnight courier or 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

XV.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

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

55. Stipulating Defendant must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in the Complaint, the March 21, 2019 Decision, or Section I herein. Stipulating Defendant must provide truthful and complete information, evidence, and testimony. Stipulating Defendant must appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 10 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

XVI.

Compliance Monitoring

IT IS FURTHER ORDERED that, to monitor Stipulating Defendant's compliance with this Order, including the financial representations upon which the judgment was suspended:

56. Within 14 days of receipt of a written request from the Bureau, Stipulating Defendant must submit requested non-privileged information related to requirements of this Order, which must be made under penalty of perjury; provide sworn testimony related to requirements of this Order and Stipulating Defendant's compliance with those requirements; or produce non-privileged documents related to requirements of this Order and Stipulating Defendant's compliance with those requirements.

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

58. Stipulating Defendant must permit Bureau representatives to interview about the requirements of this Order and Stipulating Defendant's compliance with those requirements any employee or other person affiliated with Stipulating Defendant who has agreed to such an interview. The person interviewed may have counsel present.

59. Nothing in this Order limits the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

XVII.

Miscellaneous

IT IS FURTHER ORDERED that:

60. Nothing contained herein shall be construed as to deprive any Person, not a party to this case, of any private right under the law.

61. The Bureau may serve Stipulating Defendant, directly or through any attorney he retains for this purpose, via electronic mail any written notices required or permitted to be served pursuant to this Order.

XVIII.

Entry of Judgment

IT IS FURTHER ORDERED that:

62. There is no just reason for delay of entry of this judgment, and under Federal Rule of Civil Procedure 54(b), the Clerk immediately shall enter this Order as a final judgment as to Stipulating Defendant Mohan Singh Bagga.

XIX.

Retention of Jurisdiction

IT IS FURTHER ORDERED that:

63. This Court will retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

IT IS SO ORDERED, November 15, 2019.

A handwritten signature in black ink, reading "Richard B. Story". The signature is written in a cursive, flowing style.

The Honorable Richard Story
United States District Judge