

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

**Case No. 1:16-cv-21528-FAM**

**FEDERAL TRADE COMMISSION and  
STATE OF FLORIDA,**

Plaintiffs,

v.

**CONSUMER ASSISTANCE, LLC**, also f/k/a Back Office Law, LLC, also d/b/a Consumer Assistance Project, a Florida limited liability company; **CONSUMER ASSISTANCE PROJECT, CORP.**, also f/k/a Non-Profit Guardian Services, Inc. and Back Office Law Project, Corp., a dissolved Florida corporation; **PALERMO GLOBAL, LLC**, a Delaware limited liability company; and **CHASTITY VALDES**, an individual,

Defendants.

**STIPULATED ORDER FOR PERMANENT INJUNCTION AND  
MONETARY JUDGMENT**

Plaintiffs, the Federal Trade Commission (“Commission” or “FTC”) and the State of Florida, filed their Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b); the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108; the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310; the Credit Repair Organizations Act (CROA), 15 U.S.C. §§ 1679-1679j; and the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Chapter 501, Part II, Florida

Statutes (2015). Plaintiffs and Defendants (the “Parties”) stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

### **FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45; the TSR, 16 C.F.R. Part 310; the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j; and Sections 501.204 and 817.802(1) of the FDUTPA, in the marketing and sale of student loan debt relief and credit repair services.
3. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.
4. The Parties waive all rights to appeal or otherwise challenge or contest the validity of this Order.

### **DEFINITIONS**

For the purpose of this Order, the following definitions apply:

- A. **“Assisting others”** includes:
  1. performing customer service functions, including receiving or responding to consumer complaints;
  2. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including any telephone sales script, direct mail

solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication;

3. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;
4. providing names of, or assisting in the generation of, potential customers;
5. performing marketing, billing, or payment services of any kind; or
6. acting or serving as an owner, officer, director, manager, or principal of any entity.

B. **“Clearly and conspicuously”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
  4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
  5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
  6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
  7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.
- C. “**Close proximity**” means that the disclosure is very near the triggering representation. For example, a disclosure made through a hyperlink, pop-up, interstitial, or other similar technique is not in close proximity to the triggering representation.
- D. “**Credit repair product or service**” means any product, service, plan, or program represented, expressly or by implication, to improve any consumer’s credit record, credit history, or credit rating; or provide advice or assistance to any consumer with regard to

any activity or service the purpose of which is to improve a consumer's credit record, credit history, or credit rating.

- E. **"Defendants"** means the Individual Defendant and the Corporate Defendants, individually, collectively, or in any combination.
1. **"Corporate Defendants"** means Consumer Assistance, LLC, also f/k/a Back Office Law, LLC, also d/b/a Consumer Assistance Project; Consumer Assistance Project Corp., also f/k/a Non-Profit Guardian Services, Inc. and Back Office Law Project, Corp.; Palermo Global, LLC; and their successors and assigns.
  2. **"Individual Defendant"** means Chastity Valdes.
- F. **"Financial product or service"** means any product, service, plan, or program represented, expressly or by implication, to:
1. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit; or
  2. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards.
- G. **"Person"** means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity.
- H. **"Secured or unsecured debt relief product or service"** means:
1. With respect to any mortgage, loan, debt, or obligation between a person and one or more secured or unsecured creditors or debt collectors, any product, service, plan, or program represented, expressly or by implication, to:

- a. stop, prevent, or postpone any mortgage or deed of foreclosure sale for a person's dwelling, any other sale of collateral, any repossession of a person's dwelling or other collateral, or otherwise save a person's dwelling or other collateral from foreclosure or repossession;
- b. negotiate, obtain, or arrange a modification, or renegotiate, settle, or in any way alter any terms of the mortgage, loan, debt, or obligation, including a reduction in the amount of interest, principal balance, monthly payments, or fees owed by a person to a secured or unsecured creditor or debt collector;
- c. obtain any forbearance or modification in the timing of payments from any secured or unsecured holder or servicer of any mortgage, loan, debt, or obligation;
- d. negotiate, obtain, or arrange any extension of the period of time within which a person may (i) cure his or her default on the mortgage, loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii) redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the mortgage, loan, debt, or obligation or redeem a dwelling or other collateral;
- e. obtain any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling or other collateral; or

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

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

- 2. With respect to any loan, debt, or obligation between a person and one or more unsecured creditors or debt collectors, any product, service, plan, or program represented, expressly or by implication, to:
  - a. repay one or more unsecured loans, debts, or obligations; or
  - b. combine unsecured loans, debts, or obligations into one or more new loans, debts, or obligations.

## **ORDER**

### **I. BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS AND SERVICES**

IT IS ORDERED that Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promoting, offering for sale, or selling, of any secured or unsecured debt relief product or service.

### **II. BAN ON CREDIT REPAIR PRODUCTS AND SERVICES**

IT IS ORDERED that Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the

advertising, marketing, promoting, offering for sale, or selling, of any credit repair product or service.

**III. PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO FINANCIAL PRODUCTS AND SERVICES**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any financial product or service, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- A. the terms or rates that are available for any loan or other extension of credit, including:
1. closing costs or other fees;
  2. the payment schedule, monthly payment amount(s), any balloon payment, or other payment terms;
  3. the interest rate(s), annual percentage rate(s), or finance charge(s), and whether they are fixed or adjustable;
  4. the loan amount, credit amount, draw amount, or outstanding balance; the loan term, draw period, or maturity; or any other term of credit;
  5. the amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third parties;
  6. whether any specified minimum payment amount covers both interest and principal, and whether the credit has or can result in negative amortization; or



7. that the credit does not have a prepayment penalty or whether subsequent refinancing may trigger a prepayment penalty and/or other fees;
- B. that a consumer will receive legal representation; or
- C. any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

**IV. PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO ANY PRODUCTS OR SERVICES**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any product, service, plan, or program, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- A. any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;
- B. that any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; public, non-profit, or other non-commercial program; or any other program;
- C. the nature, expertise, position, or job title of any person who provides any product, service, plan, or program;
- D. that reviews of any product, service, plan, or program are independent reviews reflecting the views of ordinary consumers;
- E. that any person providing a testimonial has purchased, received, or used the product, service, plan, or program;

- F. that the experience represented in a testimonial of the product, service, plan, or program represents the person's actual experience resulting from the use of the product, service, plan, or program under the circumstances depicted in the advertisement;
- G. that Defendants are a non-profit entity or that they operate as such;
- H. that payments to Defendants are tax-deductible for the payee; or
- I. any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

**V. PROHIBITIONS CONCERNING ENDORSEMENTS**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from:

- A. misrepresenting, in any manner, expressly or by implication, that an endorsement of any product or service represents the opinions, findings, beliefs, or experience of the person providing the endorsement; and
- B. making any representation, expressly or by implication, about any consumer or other endorser of any product or service without disclosing, clearly and conspicuously, and in close proximity to that representation, any unexpected material connection between such endorser and any Defendant or any other individual or entity affiliated with the product or service. For purposes of this provision, "unexpected material connection" means any

relationship that might materially affect the weight or credibility of the testimonial or endorsement and that would not reasonably be expected by the consumers.

#### **VI. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale of any product or service, are 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 product or service, unless the representation is non-misleading, and, at the time such representation is made, Defendants possess and rely upon competent and reliable evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

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

IT IS FURTHER ORDERED that:

- A. Judgment in the amount of Two million, Three Hundred and Eighty-Two Thousand Dollars (\$2,382,000) is entered in favor of Plaintiffs against Individual Defendant and Corporate Defendants, jointly and severally, as equitable monetary relief.
- B. Defendants are ordered to pay to the Commission Four Thousand, Five Hundred Dollars (\$4,500). Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of

the Commission. Upon such payment, the remainder of the judgment is suspended, subject to the Subsections below.

C. The Plaintiffs' agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, "financial representations") submitted to the Commission, namely:

1. The Financial Statement of Individual Defendant Chastity Valdes signed on June 22, 2016, including the attachments;
2. The Financial Statement of Corporate Defendants Consumer Assistance Project, Corp., and Consumer Assistance, LLC, signed by Chastity Valdes, Director, on June 22, 2016, including the attachments;
3. The Financial Statement of Corporate Defendant Palermo Global, LLC, signed by Chastity Valdes, Director, on July 7, 2016, including the attachments;
4. The bank statements submitted by Defendants' former counsel on June 23, 2016;
5. The Declaration of Individual Defendant Chastity Valdes signed on June 28, 2016;
6. The Security Agreement between Corporate Defendant Consumer Assistance Project, Corp, and K&S Marketing Solutions, LLC, and invoices from Accurate Financial Solutions, submitted by Defendants' former counsel by email on July 11, 2016;
7. The documents submitted by Individual Defendant Chastity Valdes by email on September 26, 2016 and September 27, 2016; and

8. The sworn statement of Individual Defendant Chastity Valdes signed on October 3, 2016 .
- D. The suspension of the judgment will be lifted as to any Defendant if, upon motion by either Plaintiff, the Court finds that Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.
- E. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amount specified in Subsection A. above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.
- F. Defendants relinquish dominion and all legal and equitable right, title, and interest in all funds transferred pursuant to this Order and may not seek the return of any assets.
- G. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of Plaintiffs, including in a proceeding to enforce their rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.
- H. The facts alleged in the Complaint establish all elements necessary to sustain an action by Plaintiffs 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.

- I. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to Plaintiffs, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.
- J. All money paid to the Commission pursuant to this Order (“joint monies”) shall be deposited into a fund administered by the Commission or its agents on behalf of both the Commission and the State of Florida. This fund shall be used for equitable relief, including but not limited to, redress to consumers, and any attendant expenses for the administration of any such equitable relief. In the event that the Commission determines that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, Plaintiffs may, in their discretion, apply any remaining money for such other equitable relief (including consumer information remedies) as they determine to be reasonably related to Defendants’ practices alleged in the Complaint.
- K. All joint funds not used for the equitable relief described in Paragraph J of this Section (“remaining joint funds”) shall be divided equally between the Commission and the State of Florida, with half to be deposited to the U.S. Treasury as disgorgement and half to be deposited to the State of Florida Department of Legal Affairs Revolving Trust Fund to be applied to the State of Florida Attorney General’s fees and costs in this matter.
- L. Defendants have no right to challenge any actions Plaintiffs or their representatives may take pursuant to this Section.

### **VIII. CUSTOMER INFORMATION**

IT IS FURTHER ORDERED that Defendants and their officers, agents, employees, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from directly or indirectly:

- A. failing to provide sufficient customer information to enable Plaintiffs to efficiently administer consumer redress. If a representative of Plaintiffs requests in writing any information related to redress, Defendants must provide it, in the form prescribed by Plaintiffs, within 14 days.
- B. disclosing, using, or benefitting 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 any Defendant obtained prior to entry of this Order in connection with the sale of student loan debt relief or credit repair services; and
- C. failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of Plaintiffs.

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

### **IX. ORDER ACKNOWLEDGMENTS**

IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt of this Order:



- A. Each Defendant, within 7 days of entry of this Order, must submit to Plaintiffs an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 15 years after entry of this Order, Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and each Corporate Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in the conduct specified in Sections III, IV, and V of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.
- C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

#### **X. COMPLIANCE REPORTING**

IT IS FURTHER ORDERED that Defendants make timely submissions to Plaintiffs:

- A. One year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury:
  - 1. Each Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Plaintiffs may use to communicate with Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical,

postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Individual Defendant must describe if she knows or should know due to her own involvement); (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, Individual Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.
- B. For 15 years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
1. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, Individual Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.
- C. Each Defendant must submit to Plaintiffs notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14 days of its filing.
- D. Any submission to Plaintiffs required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. Consumer Assistance, LLC, X160056. All submissions to the State of Florida Office of the Attorney General must be sent to: Viviana Escobar, Assistant Attorney General,

Consumer Protection Division, Office of the Attorney General, State of Florida, SunTrust International Center, 1 SE 3<sup>rd</sup> Ave, Suite 900, Miami, FL 33131.

## **XI. RECORDKEEPING**

IT IS FURTHER ORDERED that Defendants must create certain records for 15 years after entry of the Order, and retain each such record for 5 years. Specifically, Corporate Defendants and Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. accounting records showing the revenues from all goods or services sold;
- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to Plaintiffs; and
- E. a copy of each unique advertisement or other marketing material.

## **XII. COMPLIANCE MONITORING**

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order and any failure to transfer any assets as required by this Order:

- A. Within 14 days of receipt of a written request from a representative of either Plaintiff, each Defendant must: submit additional compliance reports or other requested


information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. Plaintiffs are 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.

- B. For matters concerning this Order, Plaintiffs are authorized to communicate directly with each Defendant. Defendant must permit representatives of either Plaintiff to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.
- C. Plaintiffs may use all other lawful means, including posing, through their representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.
- D. Upon written request from a representative of either Plaintiff, any consumer reporting agency must furnish consumer reports concerning the Individual Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

### **XIII. RETENTION OF JURISDICTION**

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

SO ORDERED this 29<sup>th</sup> day of December, 2016.

  
UNITED STATES DISTRICT JUDGE  
F. MORENO

**SO STIPULATED AND AGREED:**

Dated: \_\_\_\_\_, 2016

---

ADAM M. WESOLOWSKI  
Florida Special Bar No. A5502173  
MATTHEW WILSHIRE  
Florida Special Bar No. A5502174  
Federal Trade Commission  
600 Pennsylvania Ave, N.W., CC-10232  
202-326-3068 (Wesolowski)  
202-326-2976 (Wilshire)  
awesolowski@ftc.gov  
mwilshire@ftc.gov

Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

---

PATRICIA A. CONNERS  
Deputy Attorney General  
Department of Legal Affairs  
Office of the Attorney General  
107 W Gaines Street  
Tallahassee, FL 32399-1050  
(850) 245-0140  
Trish.Conners@myfloridalegal.com

---

RYANN FLACK  
Florida Bar No. 0018442  
VIVIANA ESCOBAR  
Florida Bar No. 106610  
Office of the Attorney General,  
Consumer Protection Division  
SunTrust International Center  
1 SE 3<sup>rd</sup> Ave, Suite 900  
Miami, FL 33131  
Flack tel: (786) 792-6249  
Ryann.Flack@myfloridalegal.com  
Escobar tel: (786) 792-6251  
Viviana.Escobar@myfloridalegal.com

Attorneys for Plaintiff  
STATE OF FLORIDA

---

CHASTITY VALDES  
Individually

---

CHASTITY VALDES  
as an officer of CONSUMER ASSISTANCE,  
LLC; CONSUMER ASSISTANCE PROJECT,  
CORP.; AND PALERMO GLOBAL, LLC

Dated: November \_\_, 2016