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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Case No. SACV-06-701 DOC (RNBx)

Federal Trade Commission,
Plaintiff,
v.
Dennis Connelly, et al.,
Defendants.

**SETTLEMENT AGREEMENT AND
[Proposed] STIPULATED FINAL
ORDER AS TO DEFENDANT
RICHARD WADE TORKELSON**

BACKGROUND

On August 3, 2006, Plaintiff Federal Trade Commission ("FTC" or "Commission"), pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), filed a complaint against Defendant Richard Wade Torkelson and other defendants for permanent injunctive and other equitable relief, including consumer redress, applied ex parte for a temporary restraining order with asset freeze and for an order to show cause why a preliminary injunction should not be granted pursuant to Rule 65 of the Federal Rules of Civil Procedure, and why a permanent receiver should not be appointed. On August 9, 2006, the Court issued the ex parte temporary restraining order, appointed Robb Evans and Robb Evans & Associates LLC ("Robb Evans") as temporary receiver over the corporate defendants, and issued an order to show cause why a preliminary injunction ought not be granted. On August 11, the Court modified the temporary restraining order to,

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1 inter alia, freeze Defendant Torkelson's assets and order him to show cause why the
2 freeze should not be continued.

3 On October 13, 2005, after a hearing, the Court issued a preliminary injunction
4 against Defendants Torkelson, Dennis Connelly, Homeland Financial Services,
5 National Support Services, LLC, and United Debt Recovery, LLC, as well as
6 Financial Liberty Services, LLC.

7 On November 27, 2006, Plaintiff filed its First Amended Complaint, which,
8 inter alia, added Financial Liberty Services as a defendant.

9 Now Plaintiff Commission and Defendant Torkelson ("Defendant") have
10 agreed to a settlement of this action.

11 Accordingly, the Commission and Defendant consent to entry of this
12 Settlement Agreement and Stipulated Final Order as to Defendant Torkelson
13 ("Order") without adjudication of any issue of fact or law. The parties further agree
14 that entry of this Order in the docket by the Court will constitute notice to the
15 Defendant of the terms and conditions of the Order. Plaintiff and Defendant having
16 requested the Court to enter this Order, the Court hereby finds and orders as follows:

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18 **FINDINGS OF FACT**

19 1. Defendant was properly served with the Complaint, Summons, TRO
20 and First Amended Complaint in this matter.

21 2. Defendant was properly served with the Preliminary Injunction in this
22 matter.

23 3. This Court has jurisdiction over the subject matter of the case and
24 personal jurisdiction over Defendant. Venue in the Central District of California is
25 proper.

26 4. The alleged actions of Defendant are in or affecting commerce, as
27 defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
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1 5. The allegations of the First Amended Complaint state a claim upon
2 which relief can be granted against Defendant under Sections 5(a) and 13(b) of the
3 FTC Act, 15 U.S.C. §§ 45(a) and 53(b).

4 6. Plaintiff has the authority under Section 13(b) of the FTC Act, 15
5 U.S.C. § 53(b), to seek the relief it has requested.

6 7. Defendant has not admitted liability as to the charges in the First
7 Amended Complaint, and his consent to settle and finally resolve this action shall not
8 be interpreted to constitute an admission that he has engaged in any violations of any
9 law or regulations.

10 8. Defendant waives all rights to seek judicial review or otherwise
11 challenge or contest the validity of this Order.

12 9. Defendant waives any claim that he may hold against the Commission,
13 its employees, representatives or agents.

14 10. Defendant waives any claim that he may hold under the Equal Access
15 to Justice Act, 28 U.S.C. § 2412 (as amended), concerning the prosecution of this
16 action to the date of this Order, and any rights to attorneys' fees that may arise under
17 said provision of law.

18 11. All parties shall bear their own costs and attorneys' fees.

19 12. Defendant enters into this Order freely, and acknowledges that he
20 understands the provisions of this Order and is prepared to abide by its terms.

21 13. This Order is remedial in nature and shall not be construed as the
22 payment of a fine, penalty, punitive assessment, or forfeiture.

23 14. Entry of this Order is in the public interest and in the interest of the
24 parties.

25 **DEFINITIONS**

26 For purposes of this order, the following **Definitions** apply:
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1 1. "**Document**" is synonymous in meaning and equal in scope to the usage
2 of the term in Federal Rule of Civil Procedure 34(a), and includes writings,
3 drawings, graphs, charts, photographs, audio and video recordings, electronic email
4 ("email"), computer records, and other data compilations from which information
5 can be obtained and translated, if necessary, through detection devices into
6 reasonably usable form. A draft or non-identical copy is a separate "document"
7 within the meaning of the term.

8 2. "**Defendant**" means **Defendant Richard Wade Torkelson.**

9 3. "**Corporate Defendants**" means Defendants **HOMELAND**
10 **FINANCIAL SERVICES, NATIONAL SUPPORT SERVICES, LLC, UNITED**
11 **DEBT RECOVERY, LLC, PROSPER FINANCIAL SOLUTIONS, ROBINA**
12 **CAPITAL, INC. d/b/a PROSPER FINANCIAL SOLUTIONS, FINANCIAL**
13 **LIBERTY SERVICES, LLC, and each of them.**

14 4. The term "**debt negotiation**" means

15 a) the business or practice of receiving, in return for consideration,
16 or the scheduled receipt, of an individual consumer's monies, or
17 evidences thereof, for the purpose of distribution among certain
18 specified creditors in payment, or partial payment, of the
19 individual consumer's obligations; or

20 b) the business or practice of acting or offering or attempting to act
21 as an intermediary between an individual consumer and his
22 creditors for the purpose of settling, negotiating, or in any way
23 altering the terms of payment of any debt of an individual
24 consumer.

25 5. "**Consumer**" means any natural person.

26 6. "**Assisting others**" means knowingly providing any of the following
27 goods or services to another person or entity:

- 1 a. performing customer service functions, including, but not limited
- 2 to, receiving or responding to consumer complaints; or
- 3 b. formulating or providing, or arranging for the formulation or
- 4 provision of, any telephone sales script or any other marketing material; or
- 5 c. providing names of, or assisting in the generation of, potential
- 6 customers; or
- 7 d. performing marketing services of any kind.

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9 **ORDER**

10 **I.**

11 **PROHIBITED BUSINESS ACTIVITIES**

12 **IT IS THEREFORE ORDERED** that Defendant, his agents, servants,
13 employees, and attorneys, and those persons or entities in active concert or
14 participation with him who receive actual notice of this Order by personal service or
15 otherwise, whether acting directly or through any corporation, subsidiary, division,
16 or other device, in connection with the advertising, marketing, promoting, offering
17 for sale, or sale of any good or service, are hereby permanently restrained and
18 enjoined from falsely representing, or from knowingly assisting others who are
19 falsely representing, any of the following:

- 20 A. That by enrolling in any debt-negotiation program, it is likely that
- 21 consumers will be able to pay off their credit-card or other unsecured
- 22 debts for a substantially reduced amount, such as 40 to 60 percent of the
- 23 total amount owed to their creditors; or
- 24 B. That consumers' creditors are likely to negotiate settlements under
- 25 which the creditors will agree to accept substantially less than the
- 26 amount the consumer owes on an account to settle the account; or
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- C. That Defendant or his representatives or any other person operating a debt-negotiation program is able to negotiate more favorable settlements with consumers' creditors than the consumer can negotiate himself; or
- D. That Defendant or his representatives or any other person operating a debt-negotiation program has an established relationship with any creditor that gives the person an advantage in negotiating favorable settlements with the creditor; or
- E. That any negative information that appears on a consumer's credit report as a result of participating in any debt-negotiation program will be removed upon completion of the program or shortly thereafter; or
- F. That any negative effect from participating in any debt-negotiation program on a consumer's credit rating, credit score or credit report is likely to be either minimal or short-term; or
- G. That creditors are unlikely to sue consumers who participate in any debt-negotiation program or who otherwise fail to make their minimum monthly payments to their creditors; or
- H. That participating in any debt-negotiation program is likely to end most or all harassment or contact from creditors; or
- I. That consumer's creditors will stop harassing consumers or will not harass consumers who participate in any debt-negotiation program; or
- J. That consumers' creditors will not contact the consumer after a consumer sends the creditor a notice to cease contacting the consumer; or
- K. That consumers who participate in any debt-negotiation program do not need to worry about balances on their credit accounts increasing while they are in the program; or

- 1 L. That Defendant or his representative or any other person will begin
- 2 negotiating with all of a consumer's creditors immediately upon the
- 3 consumer's enrollment in any debt-negotiation program; or
- 4 M. Any other fact material to a consumer's decision to participate in any
- 5 debt-negotiation, debt reduction or debt management program; or
- 6 N. Any other fact material to a consumer's decision to purchase any good
- 7 or service.

8 **II.**

9 **PROHIBITION AGAINST MATERIAL OMISSIONS**

10 **IT IS FURTHER ORDERED** that Defendant, his agents, servants,
11 employees, and attorneys, and those persons or entities in active concert or
12 participation with him who receive actual notice of this Order by personal service or
13 otherwise, whether acting directly or through any corporation, subsidiary, division,
14 or other device, in connection with the advertising, promotion, offering for sale or
15 sale of debt negotiation services or credit-related products, programs or services, are
16 hereby permanently restrained and enjoined from failing to disclose, clearly and
17 conspicuously, prior to the time when a consumer purchases such service or product,
18 all information material to a consumer's decision to buy any debt negotiation services
19 or credit-related products, programs, or services, including but not limited to the
20 following information, where appropriate:

- 21 A. The possibility that, if consumers stop paying their creditors, one or
- 22 more of their creditors may sue the consumer;
- 23 B. The fact that federal law prohibits creditors from misrepresenting a
- 24 consumer's payment history to credit reporting agencies, and that
- 25 creditors are permitted to report accurate negative information such as
- 26 delinquencies and charge-offs for seven years.

III.

MONETARY RELIEF

IT IS FURTHER ORDERED that:

A. Within ten (10) business days of entry of this Order, Defendant shall pay to the Commission the sum of \$65,000.00 (SIXTY-FIVE THOUSAND DOLLARS). Payment shall be made by certified or cashier's check made payable to the Federal Trade Commission or through wire transfer to an account designated by the Commission or its agent. Payment by certified or cashier's check shall be remitted to the Federal Trade Commission, Western Region, 10877 Wilshire Boulevard, Suite 700, Los Angeles, California 90024;

B. Defendant agrees to the continuation of the appointment of Robb Evans & Associates LLC as Permanent Receiver over Financial Liberty Services, LLC ("Financial Liberty"), Homeland Financial Services ("Homeland"), and National Support Services ("NSS"), and also as the Receiver over Federal Reverse Mortgage ("FRM"), with all of the same rights, duties and powers as set forth in the October 13, 2006 Preliminary Injunction which appointed Robb Evans as Permanent Receiver over all of the Corporate Defendants in this matter. Defendant waives and assigns to the Receiver any interest he might have in all accounts and assets held in the name of Financial Liberty, Homeland, NSS and FRM.

C. For purposes of this section, and any subsequent proceedings to enforce payment, including but not limited to a non-dischargeability complaint filed in a bankruptcy proceeding, Defendant waives any right to contest any of the allegations set forth in the First Amended Complaint filed in this matter or the amount of the payment referenced in this Paragraph;

D. Defendant's personal accounts and any other assets which were frozen pursuant to the orders entered in this case shall be unfrozen upon the entry of this Final Order;

1 E. If Defendant fails to make the \$65,000.00 payment under Paragraph
2 V.A of this Order within the prescribed time period, the Commission may apply to
3 the Court for entry of a judgment against Defendant in the amount of \$9,500,00.00
4 (NINE MILLION FIVE HUNDRED THOUSAND DOLLARS), which amount shall
5 be immediately due and payable, less any amounts obtained from any other
6 defendant pursuant to settlement or judgment in this case. For purposes of this
7 Paragraph, Defendant waives any right to contest any of the allegations set forth in
8 the Complaint filed in this matter or the amount of the requested judgment and
9 agrees that the Court shall enter the monetary judgment in the amount of
10 \$9,500,00.00 (NINE MILLION FIVE HUNDRED THOUSAND DOLLARS) upon
11 a showing by the Commission that Defendant failed to make the payment as set forth
12 under Paragraph V.A;

13 *Provided*, that Defendant may cure a late payment by delivering such payment
14 to the Commission within three (3) days of the original payment date;

15 F. All funds paid pursuant to this Paragraph shall be deposited into a fund
16 administered by the Commission or its agent to be used for equitable relief, including
17 but not limited to restitution and any attendant expenses for the administration of any
18 restitution fund. In the event that direct restitution to consumers is wholly or
19 partially impracticable or funds remain after restitution is completed, the
20 Commission may apply any remaining funds for such other equitable relief
21 (including consumer information remedies) as it determines to be reasonably related
22 to the practices alleged in the Complaint. Any funds not used for such equitable
23 relief shall be deposited to the Department of the Treasury as disgorgement and not
24 as a fine or penalty. The Commission shall have full and sole discretion to:

- 25 1. Determine the criteria for participation by individual claimants in
26 any consumer restitution program implemented pursuant to this
27 Order;

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1 2. Determine the manner and timing of any notices to be given to
2 consumers regarding the existence and terms of such programs,
3 and

4 3. Delegate any and all tasks connected with such restitution
5 program to any individual, partnerships, or corporations; and pay
6 reasonable fees, salaries, and expenses incurred thereby from the
7 payments made pursuant to this Order;

8 G. Defendant expressly waives any rights he may possess to litigate the
9 issue of monetary relief. Defendant acknowledges and agrees that all money paid
10 pursuant to this Order is irrevocably paid to the Commission for purposes of
11 settlement between Plaintiff and Defendant; and

12 H. Defendant shall have no right to challenge the Commission's choice of
13 remedies under this Paragraph.

14 IV.

15 **RELIANCE ON REPRESENTATIONS**

16 **IT IS FURTHER ORDERED** that;

17 A. The Commission's agreement to, and the Court's approval of, this Order
18 is expressly premised upon the truthfulness, accuracy, and completeness of
19 Defendant's financial condition, as represented in the financial statement dated
20 August 29, 2007, including attachments, and in any deposition testimony
21 (except to the extent such testimony was corrected by his August 29, 2007
22 financial statement), all of which the Commission relied upon in negotiating
23 and agreeing to the terms of this Order. If, upon motion by the Commission to
24 the Court, the Court finds that Defendant, in any of the above-referenced
25 materials, failed to disclose any asset with a value in excess of \$1,000,
26 materially misrepresented the value of any asset, or made any other material
27 misrepresentation or omission, monetary judgment will be entered against
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1 Defendant in the amount of \$9,500,000.00 (NINE MILLION FIVE
2 HUNDRED THOUSAND DOLLARS), which represents the total amount of
3 money that Defendants Torkelson and Connelly received from the corporate
4 defendants, and will become immediately due and payable, less any payments
5 already made.

6 B. Notwithstanding any other provision of this Order, Defendant agrees
7 that in any subsequent proceedings to enforce payment, including but not
8 limited to a non-dischargeability complaint filed in a bankruptcy proceeding,
9 Defendant waives any right to contest any of the allegations set forth in the
10 Complaint filed in this matter or the \$9,500,000.00 (NINE MILLION FIVE
11 HUNDRED THOUSAND DOLLARS) judgment referenced above.

12 V.

13 **CUSTOMER LISTS**

14 **IT IS FURTHER ORDERED** that Defendant, his agents, servants,
15 employees, and attorneys, and all other persons or entities in active concert or
16 participation with him who receive actual notice of this Order by personal service or
17 otherwise, are permanently restrained and enjoined from selling, renting, leasing,
18 transferring, or otherwise disclosing the name, address, telephone number, credit
19 card number, bank account number, e-mail address, or other identifying information
20 of any person who paid any money to any of the Defendants in this litigation, *FTC v.*
21 *Dennis Connelly, et al. SACV06-701 DOC*, or paid money to any of the Corporate
22 Defendants, at any time prior to entry of this order.

23 *Provided, however,* that such identifying information may be disclosed to a
24 law enforcement agency or as required by any law, regulation, or court order.
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1 VI.

2 COMPLIANCE MONITORING

3 IT IS FURTHER ORDERED that, for the purpose of monitoring and
4 investigating compliance with any provision of this Order:

5 A. Within fourteen (14) days of receipt of written notice from a
6 representative of the Commission, Defendant shall submit additional written
7 reports, sworn to under penalty of perjury; produce documents for inspection
8 and copying; appear for deposition; and/or provide entry to any Commission
9 representatives during normal business hours to any business location in
10 Defendant's possession or direct or indirect control for the purpose of
11 inspecting the business operation. Defendant, after attempting to resolve a
12 dispute without court action, and for good cause shown, may file a motion
13 with this Court seeking an order which justice requires to protect Defendant or
14 any party or person from annoyance, embarrassment, oppression, or undue
15 burden or expense, including one or more of the protections set forth in Fed.
16 R. Civ. P. 26 (c);

17 B. In addition, the Commission is authorized to monitor compliance with
18 this Order by all other lawful means, including but not limited to the
19 following:

- 20 1. Obtaining discovery from any person, without further leave of court,
21 using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36,
22 and 45; and
23 2. Posing as consumers and suppliers to Defendant's employees, or any
24 other entity managed or controlled in whole or in part by Defendant,
25 without the necessity of identification or prior notice; and

26 C. Defendant shall permit representatives of the Commission to interview
27 any employer, consultant, independent contractor, representative, agent, or
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1 employee who has agreed to such an interview, relating in any way to any
2 conduct subject to this Order. The person interviewed may have counsel
3 present.

4 *Provided, however,* that nothing in this Order shall limit the Commission's
5 lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15
6 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony,
7 or information relevant to unfair or deceptive acts or practices in or affecting
8 commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

9 **VII.**

10 **COMPLIANCE REPORTING BY DEFENDANT**

11 **IT IS FURTHER ORDERED** that, in order that compliance with the
12 provisions of this Order may be monitored:

13 A. For a period of four (4) years from the date of entry of this Order,
14 Defendant shall notify the Commission in writing of:

- 15 1. Any change in Defendant's residence, mailing address and/or telephone
16 numbers within ten (10) days of such change; and
- 17 2. Any change in Defendant's employment status (including self
18 employment) and any change in the ownership interest of Defendant in
19 any business entity, within ten (10) days of such change. Such notice
20 shall include the name and address of each business that Defendant is
21 affiliated with, employed by, or performs services for, a statement of the
22 nature of the business, and a statement of Defendant's duties and
23 responsibilities in connection with the business and employment; and
- 24 3. Any changes in Defendant's name or use of any aliases or fictitious
25 names.

26 B. One hundred eighty (180) days after the date of entry of this Order,
27 Defendant shall provide a written report to the Commission, sworn to under
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1 penalty of perjury, setting forth in detail the manner and form in which he has
2 complied and is complying with this Order. This report shall include, but not be
3 limited to:

- 4 1. A copy of each acknowledgment of receipt of this Order, obtained
- 5 pursuant to Paragraph X, below; and *MD*
- 6 2. Any other changes required to be reported under Subparagraph A of this
- 7 Paragraph VII. *MD*

8 C. For the purposes of this Order, Defendant shall, unless otherwise
9 directed by the Commission's authorized representatives, mail all written
10 notifications to the Commission to:

11 Associate Director of Enforcement
12 Federal Trade Commission
13 600 Pennsylvania Ave., N.W.
14 Washington, D.C. 20580

15 Re: FTC v. Dennis Connelly et al.,
16 Civil Action No. SACV-06-0701 DOC

17 D. For purposes of the compliance reporting and monitoring required by this
18 Order, the Commission is authorized to communicate directly with the
19 Defendant.

20 **VIII.**

21 **COOPERATION WITH FTC COUNSEL**

22 **IT IS FURTHER ORDERED** that Defendant shall, in connection with this
23 action or any subsequent investigations related to or associated with the transactions
24 or occurrences that are the subject of the Commission's Complaint, cooperate in good
25 faith with the Commission and appear, at such places and times as the Commission
26 shall reasonably request, after written notice, for interviews, conferences, pretrial
27 discovery, review of documents, and for such other matters as may be reasonably
28 requested by the Commission. If requested in writing by the Commission or by the
Commission's attorneys, Defendant shall appear and provide truthful testimony in

1 any trial, deposition, or other proceeding related to or associated with the
2 transactions or the occurrences that are the subject of the Complaint, without the
3 service of a subpoena. The Commission shall provide reasonable notice to
4 Defendant of any need for his appearance and shall keep designated counsel for
5 Defendant apprised of developments in the litigation. The Commission
6 acknowledges that Defendant may provide the same level of cooperation to any other
7 Defendant in this action under the same terms and conditions.

8 **IX.**

9 **RECORD KEEPING PROVISIONS**

10 **IT IS FURTHER ORDERED** that, for a period of six (6) years from the date
11 of entry of this Order, Defendant and his agents, employees, officers, corporations,
12 successors, and assigns, and those persons in active concert or participation with him
13 who receive actual notice of this Order by personal service or otherwise, while
14 engaging in conduct related to the subject matter of this Order, are hereby restrained
15 and enjoined from failing to create and retain the following records:

- 16 A. Accounting records that reflect the cost of goods or services sold,
17 revenues generated, and the disbursement of such revenues;
- 18 B. Personnel records accurately reflecting: the name, address, email (if
19 any) and telephone number of each person employed in any capacity by such
20 business, including as an independent contractor; that person's job title or
21 position; the date upon which the person commenced work; and the date and
22 reason for the person's termination, if applicable;
- 23 C. Customer files containing the names, addresses, phone numbers, dollar
24 amounts paid, quantity of items or services purchased, and description of items
25 or services purchased, to the extent such information is obtained in the
26 ordinary course of business;
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1 D. Complaints and refund requests (whether received directly, indirectly or
2 through any third party) and any responses to those complaints or requests;

3 E. Copies of all sales scripts, training materials, advertisements, website
4 printouts, or other marketing materials; and

5 F. All records and documents necessary to demonstrate full compliance
6 with each provision of this Order, including but not limited to, copies of
7 acknowledgments of receipt of this Order, required by Paragraph XII, below,
8 and all reports submitted to the FTC pursuant to Paragraph IX, above.

9 X.

10 **DISTRIBUTION OF ORDER BY DEFENDANT**

11 **IT IS FURTHER ORDERED** that, for a period of four (4) years from the
12 date of entry of this Order, Defendant shall deliver copies of this Order as directed
13 below:

14 A. For any business that Defendant controls, directly or indirectly, or in
15 which Defendant has a majority ownership interest, Defendant must deliver a copy
16 of this Order to all principals, officers, directors, and managers of that business.
17 Defendant must also deliver copies of this Order to all employees, agents, and
18 representatives of that business who engage in conduct related to the subject matter
19 of the Order. For current personnel, delivery shall be within (5) days of service of
20 this Order upon Defendant. For new personnel, delivery shall occur prior to them
21 assuming their responsibilities.

22 B. For any business where Defendant is not a controlling person of a
23 business but otherwise engages in conduct related to the subject matter of this Order,
24 Defendant must deliver a copy of this Order to all principals and managers of such
25 business before engaging in such conduct.

1 C. Defendant must secure a signed and dated statement acknowledging
2 receipt of the Order, within thirty days of delivery, from all persons receiving a copy
3 of the Order pursuant to this Paragraph X.

4 **XI.**

5 **ACKNOWLEDGMENT OF RECEIPT OF ORDER**

6 **BY DEFENDANT**

7 **IT IS FURTHER ORDERED** that, within five (5) business days of receipt of
8 this Order as entered by the Court, Defendant must submit to the Commission a
9 truthful sworn statement acknowledging receipt of this Order.

10 **XII.**

11 **SEVERABILITY**

12 **IT IS FURTHER ORDERED** that the provisions of this Order are separate
13 and severable from one another. If any provision is stayed or determined to be
14 invalid, all of the remaining provisions shall remain in full force and effect.

15 **XIII.**

16 **PETITIONS FOR MODIFICATION**

17 **IT IS FURTHER ORDERED** that nothing in this Order shall be construed as
18 prohibiting Defendant from petitioning the Court at any time for a modification to
19 this Order. Provided further, however, that nothing in this Paragraph shall be
20 construed to establish or modify any standards that would be applicable to a
21 unilateral motion by either party for modification to this Order.

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XIV.

RETENTION OF JURISDICTION

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

SO STIPULATED:

_____, 2007

Defendant Richard Wade Torkelson

September 20, 2007

Jennifer Larabee

Jennifer Larabee
John D. Jacobs
Barbara Y.K. Chun
Attorneys for Plaintiff Federal Trade
Commission

APPROVED AS TO FORM:

_____, 2007

David W. Wiechert
Attorney for Defendant Richard Wade
Torkelson

SO ORDERED:

_____, 2007

The Honorable David O. Carter
United States District Judge

XIV.

RETENTION OF JURISDICTION

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

SO STIPULATED:

9-4, 2007

Richard Wade Torkelson
Defendant Richard Wade Torkelson

_____, 2007

Jennifer Larabee
John D. Jacobs
Barbara Y.K. Chun
Attorneys for Plaintiff Federal Trade Commission

APPROVED AS TO FORM:

9-4, 2007

David W. Wiechert
David W. Wiechert
Attorney for Defendant Richard Wade Torkelson

SO ORDERED:

September 21, 2007

David O. Carter
The Honorable David O. Carter
United States District Judge