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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 vs.

20 ALLIANCE DOCUMENT
21 PREPARATION, LLC, *et al.*,

22 Defendants, and

23 DIRECT CONSULTING GROUP,
24 LLC; and CAPITAL DOC PREP, INC.,

25 Relief Defendants.
26
27

Civ. No. CV 17-7048 SJO (KSx)

**STIPULATION TO ENTRY OF
PERMANENT INJUNCTION AND
FINAL ORDER AS TO
DEFENDANTS BENJAMIN
NADERI; ALLIANCE DOCUMENT
PREPARATION, LLC; SBS
CAPITAL GROUP, INC.; FIRST
STUDENT AID, LLC; and RELIEF
DEFENDANTS DIRECT
CONSULTING GROUP, LLC; and
CAPITAL DOC PREP, INC.**

28 Stip. To Entry of Permanent Injunction
as to Benjamin Naderi and
Alliance Document Preparation, LLC, *et al.*

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2 Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its
3 Complaint for Permanent Injunction and Other Equitable Relief pursuant to
4 Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C.
5 § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act
6 (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108. The Commission and
7 Defendants Benjamin Naderi, Alliance Document Preparation, LLC, SBS Capital
8 Group, Inc., and First Student Aid, LLC (“Stipulating Defendants”), and Relief
9 Defendants Direct Consulting Group, LLC, and Capital Doc Prep, Inc. (“Relief
10 Defendants”), stipulate to entry of the Permanent Injunction and Final Order
11 (“Order”) to resolve all matters in dispute in this action between them.

12 **THEREFORE, IT IS ORDERED** as follows:

13 **FINDINGS**

- 14 1. This Court has jurisdiction over this matter.
- 15 2. The Complaint charges that Stipulating Defendants participated in
16 deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C.
17 § 45(a) and the Telemarketing Sales Rule, 16 C.F.R. § 310, in connection with the
18 advertising, marketing, promotion, offering for sale, or sale of debt relief services.
- 19 3. Stipulating Defendants neither admit nor deny any of the allegations
20 in the Complaint, except as specifically stated in this Order. Only for purposes of
21 this action, Stipulating Defendants admit the facts necessary to establish
22 jurisdiction.
- 23 4. Stipulating Defendants waive any claim that they may have under the
24 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this
25 action through the date of this Order, and agree to bear their own costs and
26 attorney fees.

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1 1. With respect to any mortgage, loan, debt, or obligation between
2 a person and one or more secured or unsecured creditors or debt
3 collectors, any product, service, plan, or program represented,
4 expressly or by implication, to:

5 a. stop, prevent, or postpone any mortgage or deed of
6 foreclosure sale for a person's dwelling, any other sale of
7 collateral, any repossession of a person's dwelling or other
8 collateral, or otherwise save a person's dwelling or other
9 collateral from foreclosure or repossession;

10 b. negotiate, obtain, or arrange a modification, or
11 renegotiate, settle, or in any way alter any terms of the
12 mortgage, loan, debt, or obligation, including a reduction in the
13 amount of interest, principal balance, monthly payments, or
14 fees owed by a person to a secured or unsecured creditor or debt
15 collector;

16 c. obtain any forbearance or modification in the timing of
17 payments from any secured or unsecured holder or servicer of
18 any mortgage, loan, debt, or obligation;

19 d. negotiate, obtain, or arrange any extension of the period
20 of time within which a person may (i) cure his or her default on
21 the mortgage, loan, debt, or obligation, (ii) reinstate his or her
22 mortgage, loan, debt, or obligation, (iii) redeem a dwelling or
23 other collateral, or (iv) exercise any right to reinstate the
24 mortgage, loan, debt, or obligation or redeem a dwelling or
25 other collateral;

1 e. obtain any waiver of an acceleration clause or balloon
2 payment contained in any promissory note or contract secured
3 by any dwelling or other collateral; or

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

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

12 2. With respect to any loan, debt, or obligation between a person
13 and one or more unsecured creditors or debt collectors, any product,
14 service, plan, or program represented, expressly or by implication, to:

- 15 a. repay one or more unsecured loans, debts, or obligations;
- 16 or
- 17 b. combine unsecured loans, debts, or obligations into one
- 18 or more new loans, debts, or obligations.

19 D. **“Receivership Defendants”** means Alliance Document Preparation,
20 LLC, SBS Capital Group, Inc., First Student Aid, LLC, Direct Consulting Group,
21 LLC, and Capital Doc Prep, Inc.

22 E. **“Relief Defendants”** means Direct Consulting Group, LLC, and
23 Capital Doc Prep, Inc.

24 F. **“Stipulating Defendants”** means Benjamin Naderi and any other
25 names by which he might be known, Alliance Document Preparation, LLC, SBS
26 Capital Group, Inc., and First Student Aid, LLC, and their successors and assigns,
27 individually, collectively, or in any combination.

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

IT IS ORDERED that Stipulating 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. PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO FINANCIAL PRODUCTS AND SERVICES

IT IS FURTHER ORDERED that Stipulating Defendants, and their officers, agents, employees, and attorneys, and all other persons or entities in active concert or participation with 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), or 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;

1 5. the amount of cash to be disbursed to the borrower out of the
2 proceeds, or the amount of cash to be disbursed on behalf of the
3 borrower to any third parties;

4 6. whether any specified minimum payment amount covers both
5 interest and principal, or whether the credit has or can result in
6 negative amortization; or

7 7. that the credit does not have a prepayment penalty or whether
8 subsequent refinancing may trigger a prepayment penalty and/or other
9 fees.

10 B. The ability to improve or otherwise affect a consumer's credit record,
11 credit history, credit rating, or ability to obtain credit, including that a consumer's
12 credit record, credit history, credit rating, or ability to obtain credit can be
13 improved by permanently removing current, accurate negative information from
14 the consumer's credit record or history.

15 C. That a consumer will receive legal representation.

16 D. Any other fact material to consumers concerning any financial
17 product or service, such as: the total costs; any material restrictions, limitations, or
18 conditions; or any material aspect of its performance, efficacy, nature, or central
19 characteristics.

20 **III. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**
21 **TO ANY PRODUCTS OR SERVICES**

22 **IT IS FURTHER ORDERED** that Stipulating Defendants, and their
23 officers, agents, employees, and attorneys, and all other persons in active concert
24 or participation with them, who receive actual notice of this Order, whether acting
25 directly or indirectly, in connection with the advertising, marketing, promoting,
26 offering for sale, or selling of any product, service, plan, or program, are

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1 permanently restrained and enjoined from misrepresenting, or assisting others in
2 misrepresenting, expressly or by implication:

3 A. Any material aspect of the nature or terms of any refund, cancellation,
4 exchange, or repurchase policy, including the likelihood of a consumer obtaining a
5 full or partial refund, or the circumstances in which a full or partial refund will be
6 granted to the consumer;

7 B. That any person is affiliated with, endorsed, approved by, accredited
8 by, or otherwise connected to any other person; government entity; public, non-
9 profit, or other non-commercial program; or any other program;

10 C. The nature, expertise, position, or job title of any person who provides
11 any product, service, plan, or program;

12 D. The cost or likelihood of qualifying for or receiving any product,
13 service, plan, or program;

14 E. That any person providing a testimonial has purchased, received, or
15 used the product, service, plan, or program;

16 F. That the experience represented in a testimonial of the product,
17 service, plan, or program represents the person's actual experience resulting from
18 the use of the product, service, plan, or program under the circumstances depicted
19 in the advertisement; or

20 G. Any other fact material to consumers concerning any good or service,
21 such as: the total costs; any material restrictions, limitations, or conditions; or any
22 material aspect of its performance, efficacy, nature, or central characteristics.

23 **IV. MONETARY EQUITABLE RELIEF AND PARTIAL SUSPENSION**

24 **IT IS FURTHER ORDERED** that:

25 A. Judgment in the amount of \$10,200,000.00 is entered in favor of the
26 Commission against Stipulating Defendants, jointly and severally, as equitable
27 monetary relief.

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1 B. Stipulating Defendants waive and release any rights and claims to the
2 funds in the following accounts and within seven (7) days of entry of this Order:

3 1. Bank of America, N.A., shall transfer, in accordance with
4 instructions provided by a representative of the Commission, all funds in account
5 ending in 0647 to the FTC.

6 2. Wells Fargo, N.A., shall transfer, in accordance with
7 instructions provided by a representative of the Commission, all funds in account
8 ending in 9943 to the FTC.

9 3. Merrill Lynch shall liquidate and transfer in accordance with
10 instructions provided by a representative of the Commission, the balance of the
11 funds remaining after liquidation in account 29X-59A21 to the FTC. All taxes,
12 fees, and any commissions associated with or resulting from the sale of the stocks
13 shall be paid from the proceeds of the sale.

14 C. Stipulating Defendants waive and release any rights and claims to
15 funds of Alliance Document Preparation, LLC, and Relief Defendants waive and
16 release any rights and claims to funds of Direct Consulting Group, LLC, and
17 Capital Doc Prep, Inc., remaining after payment of the fees authorized by the Court
18 to the court-appointed receiver, Tom McNamara. Payment of such funds to the
19 FTC, if any, shall be made by the holder of the funds by electronic fund transfer in
20 accordance with instructions provided to the holder of the funds by a representative
21 of the Commission.

22 D. Upon payment of the amounts required by Sections IV.B through
23 IV.C, above, the remainder of the judgment is suspended, subject to the
24 Subsections below.

25 E. The Commission's agreement to the suspension of part of the
26 judgment is expressly premised upon the truthfulness, accuracy, and completeness
27 of Stipulating Defendants's sworn financial statements dated October 15, 2017,

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1 and related documents (collectively, “financial representations”) submitted to the
2 Commission.

3 F. The suspension of the judgment will be lifted as to any Stipulating
4 Defendant if, upon motion by the Commission, the Court finds that the Stipulating
5 Defendant failed to disclose any material asset, materially misstated the value of
6 any asset, or made any other material misstatement or omission in the financial
7 representations identified above.

8 G. If the suspension of the judgment is lifted, the judgment becomes
9 immediately due as to that Stipulating Defendant in the amount specified in
10 Subsection A. above (which the parties stipulate only for purposes of this Section)
11 represents the consumer injury caused by Stipulating Defendants, less any payment
12 previously made pursuant to this Section, plus interest computed from the date of
13 entry of this Order.

14 **V. OTHER MONETARY PROVISIONS**

15 **IT IS FURTHER ORDERED** that:

16 A. Stipulating Defendants relinquish dominion and all legal and equitable
17 right, title, and interest in all assets transferred pursuant to this Order and may not
18 seek the return of any assets.

19 B. The facts alleged in the Complaint will be taken as true, without
20 further proof, in any subsequent civil litigation by or on behalf of the Commission,
21 including in a proceeding to enforce its rights to any payment or money judgment
22 pursuant to this Order, such as a non-dischargeability complaint in any bankruptcy
23 case.

24 C. The facts alleged in the Complaint establish all elements necessary to
25 sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the
26 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral
27 estoppel effect for such purposes.

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1 D. Stipulating Defendants acknowledge that the Social Security and
2 Taxpayer Identification Numbers, which Stipulating Defendants previously
3 submitted to the Commission, may be used for collecting and reporting on any
4 delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

5 E. All money paid to the Commission pursuant to this Order may be
6 deposited into a fund administered by the Commission or its designee to be used
7 for equitable relief, including consumer redress and any attendant expenses for the
8 administration of any redress fund. If a representative of the Commission decides
9 that direct redress to consumers is wholly or partially impracticable or money
10 remains after redress is completed, the Commission may apply any remaining
11 money for such other equitable relief (including consumer information remedies)
12 as it determines to be reasonably related to Stipulating Defendants' practices
13 alleged in the Complaint. Any money not used for such equitable relief is to be
14 deposited to the U.S. Treasury as disgorgement. Stipulating Defendants have no
15 right to challenge any actions the Commission or its representative may take
16 pursuant to this Subsection.

17 F. Upon completion of the payments and other transfers identified in
18 Section IV.B, above, the freeze on the personal assets of Benjamin Naderi is lifted.
19 The freeze on the assets of the Receivership Defendants shall remain in effect until
20 the Receiver receives payment of all Court-approved fees and expenses of the
21 Receiver and the Receiver is discharged. A financial institution shall be entitled to
22 rely upon a letter from a representative of the Commission stating that the freeze
23 on a Stipulating Defendant's assets has been lifted.

24 **VI. CUSTOMER INFORMATION**

25 **IT IS FURTHER ORDERED** that Stipulating Defendants, their officers,
26 agents, employees, attorneys, and all other persons who are in active concert or
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1 participation with them, who receive actual notice of this Order, are permanently
2 restrained and enjoined from directly or indirectly:

3 A. Failing to provide sufficient customer information to enable the
4 Commission to efficiently administer consumer redress. Stipulating Defendants
5 represent that they have provided this redress information to the Commission. If a
6 representative of the Commission requests in writing information related to
7 redress, Stipulating Defendants must provide it, in the form prescribed by the
8 Commission, within fourteen (14) days.

9 B. Disclosing, using, or benefitting from customer information, including
10 the name, address, telephone number, email address, other identifying information,
11 or any data that enables access to a customer’s account, (including a credit card,
12 bank account, or other financial account), that Stipulating Defendants obtained
13 prior to entry of this Order in connection with the sale of debt relief; and

14 C. Failing to destroy such customer information in all forms in their
15 possession, custody, or control within thirty (30) days after entry of this Order.

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

19 **VII. COOPERATION WITH FTC**

20 **IT IS FURTHER ORDERED** that Stipulating Defendants must fully
21 cooperate with representatives of the Commission in this case and in any
22 investigation related to or associated with the transactions or the occurrences that
23 are the subject of the Complaint. Stipulating Defendants must provide truthful and
24 complete information, evidence, and testimony. Stipulating Defendants must
25 appear and must cause officers, employees, representatives, or agents to appear for
26 interviews, discovery, hearings, trials, and any other proceedings that a
27 Commission representative may designate, without the service of a subpoena.

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VIII. COOPERATION WITH RECEIVER

IT IS FURTHER ORDERED that Stipulating Defendants shall not interfere with the Receiver’s performance of his duties and shall cooperate fully with the Receiver to complete his duties, including, but not limited to, cooperation as to the Receiver’s pursuit of any claims against other persons or entities and the Receiver’s pursuit of any funds or assets of a Receivership Defendant. Stipulating Defendants shall execute any documents requested by the Receiver necessary to transfer assets or ownership interests to the Receiver. If it becomes necessary to execute additional documents to transfer or liquidate assets of a Receivership Defendant or any other assets that are surrendered under this Order or to wind up the Receivership Defendants, Stipulating Defendants must execute all documents requested by the Receiver within five (5) days of receipt from the Receiver

IX. RECEIVERSHIP WRAP UP AND TERMINATION

IT IS FURTHER ORDERED that the Receiver shall endeavor to complete all duties of the Receiver and file a Final Report and Final Fee Application within 180 days after entry of this Order, but any party or the Receiver may request an extension or shortening of the Receiver’s term for good cause. Upon the ruling of the Court on all pending motions by the Receiver for the approval of fees and expenses of the Receiver and his professionals, the Receiver may withdraw all approved amounts for receivership expenses from the receivership account and transfer the balance to the account of the Commission.

X. ORDER ACKNOWLEDGMENTS

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

A. Stipulating Defendants, within seven (7) days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

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Alliance Document Preparation, LLC, *et al.*

1 B. For five (5) years after entry of this Order, Benjamin Naderi, for any
2 business that he is the majority owner or controls directly or indirectly, must
3 deliver a copy of this Order to: (1) all principals, officers, directors, and LLC
4 managers and members; (2) all employees, agents, and representatives having
5 managerial responsibilities for conduct related to the subject matter of the Order;
6 and (3) any business entity resulting from any change in structure as set forth in
7 the Section titled Compliance Reporting. Delivery must occur within 7 days of
8 entry of this Order for current personnel. For all others, delivery must occur before
9 they assume their responsibilities.

10 C. From each individual or entity to which a Stipulating Defendant
11 delivered a copy of this Order, that Stipulating Defendant must obtain, within 30
12 days, a signed and dated acknowledgment of receipt of this Order.

13 **XI. COMPLIANCE REPORTING**

14 **IT IS FURTHER ORDERED** that Stipulating Defendants make timely
15 submissions to the Commission:

16 A. One year after entry of this Order, Stipulating Defendants must submit
17 a compliance report, sworn under penalty of perjury.

18 1. Each Stipulating Defendant must: (a) identify the primary
19 physical, postal, and email address and telephone number, as designated
20 points of contact, which representatives of the Commission may use to
21 communicate with Stipulating Defendant; (b) identify all of that Stipulating
22 Defendant's businesses by all of their names, telephone numbers, and
23 physical, postal, email, and Internet addresses; (c) describe the activities of
24 each business including the goods and services offered, the means of
25 advertising, marketing, and sales, and the involvement of any other
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1 Defendant (which Stipulating Defendant Benjamin Naderi must describe if
2 he knows or should know due to his own involvement); (d) describe in detail
3 whether and how that Stipulating Defendant is in compliance with each
4 Section of this Order; and (e) provide a copy of each Order
5 Acknowledgment obtained pursuant to this Order, unless previously
6 submitted to the Commission.

7 2. Additionally, the Stipulating Defendant Benjamin Naderi must:
8 (a) identify all telephone numbers and all physical, postal, email and Internet
9 addresses, including all residences; (b) identify all business activities,
10 including any business for which he performs services whether as an
11 employee or otherwise and any entity in which he has any ownership
12 interest; and (c) describe in detail his involvement in each such business,
13 including title, role, responsibilities, participation, authority, control, and any
14 ownership.

15 B. For ten (10) years after entry of this Order, each Stipulating Defendant
16 must submit a compliance notice, sworn under penalty of perjury, within fourteen
17 (14) days of any change in the following:

18 1. Each Stipulating Defendant must report any change in: (a) any
19 designated point of contact; or (b) the structure of Alliance Document
20 Preparation, LLC, SBS Capital Group, Inc., and First Student Aid, LLC, and
21 their successors and assigns, or any entity that Stipulating Defendant
22 Benjamin Naderi has any ownership interest in or controls directly or
23 indirectly that may affect compliance obligations arising under this Order,
24 including: creation, merger, sale, or dissolution of the entity or any
25 subsidiary, parent, or affiliate that engages in any acts or practices subject to
26 this Order.

1 Preparation, LLC, SBS Capital Group, Inc., First Student Aid, LLC, and their
2 successors and assigns, and Stipulating Defendant Benjamin Naderi, for any
3 business that he is a majority owner or controls directly or indirectly, and that is
4 engaged in conduct that affects compliance with this Order, must create and retain
5 the following records: (a) accounting records showing the revenues from all goods
6 or services sold; (b) personnel records showing, for each person providing services,
7 whether as an employee or otherwise, that person's: name; addresses; telephone
8 numbers; job title or position; dates of service; and (if applicable) the reason for
9 termination; (c) records of all consumer complaints and refund requests, whether
10 received directly or indirectly, such as through a third party, and any response; (d)
11 all records necessary to demonstrate full compliance with each provision of this
12 Order, including all submissions to the Commission; and (e) a copy of each unique
13 advertisement or other marketing material.

14 **XIII. COMPLIANCE MONITORING**

15 **IT IS FURTHER ORDERED** that, for the purpose of monitoring
16 Stipulating Defendants' compliance with this Order, including the financial
17 attestations upon which all or part of the judgment was suspended and any failure
18 to transfer any assets as required by this Order:

19 A. Within fourteen (14) days of receipt of a written request from a
20 representative of the Commission, Stipulating Defendants must: submit additional
21 compliance reports or other requested information, which must be sworn under
22 penalty of perjury; appear for depositions; and produce documents for inspection
23 and copying. The Commission is also authorized to obtain discovery, without
24 further leave of court, using any of the procedures prescribed by Federal Rules of
25 Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and
26 69.

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28 Stip. To Entry of Permanent Injunction
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1 B. For matters concerning this Order, the Commission is authorized to
2 communicate directly with Stipulating Defendants. Stipulating Defendants must
3 permit representatives of the Commission to interview any employee or other
4 person affiliated with Stipulating Defendants who has agreed to such an interview.
5 The person interviewed may have counsel present.

6 C. The Commission may use all other lawful means, including posing,
7 through its representatives as consumers, suppliers, or other individuals or entities,
8 to Stipulating Defendants or any individual or entity affiliated with Stipulating
9 Defendants, without the necessity of identification or prior notice. Nothing in this
10 Order limits the Commission’s lawful use of compulsory process, pursuant to
11 Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

12 D. Upon written request from a representative of the Commission, any
13 consumer reporting agency must furnish consumer reports concerning Benjamin
14 Naderi, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.
15 §1681b(a)(1).

16 **XIV. ENTRY OF FINAL ORDER**

17 **IT IS FURTHER ORDERED** that there is no just reason for delay of entry
18 of this final order, and that, pursuant to Federal Rule of Civil Procedure 54(b), the
19 Clerk immediately shall enter this Order as a final order as to Stipulating
20 Defendants.

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XV. RETENTION OF JURISDICTION


IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

Respectfully submitted,



Date: Sept. 24, 2018

~~ELEANOR DURHAM~~
NADINE SAMTER
Attorneys for Plaintiff
Federal Trade Commission



Date: July 19, 2018, 2018

BENJAMIN NADERI, Individually and
as an officer of Alliance Document
Preparation, LLC, SBS Capital Group, Inc.,
First Student Aid, LLC, Direct Consulting Group, LLC,
and Capital Doc Prep, Inc.



Date: July 20., 2018

KEVIN BADKOUBEHI
KBM Law Group, Inc.
Attorneys for Stipulating Defendants

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1 ALDEN F. ABBOTT

General Counsel

2 CHARLES A. HARWOOD

3 Regional Director

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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13
14 FEDERAL TRADE COMMISSION,

15 Plaintiff,

16
17 vs.

18 ALLIANCE DOCUMENT
19 PREPARATION LLC, also dba EZ Doc
20 Preps, Grads Aid, and First Document
21 Aid, *et al.*,

22 Defendants, and

23 DIRECT CONSULTING SERVICE
24 LLC; and CAPITAL DOC PREP, INC.,

25 Relief Defendants.
26

Civ. No. CV-17-7048 SJO (KSx)

CERTIFICATE OF SERVICE

I hereby certify that on September 24, 2018, I caused the foregoing Stipulation to Entry of Permanent Injunction and Final Order and the Proposed Permanent Injunction and Final Order as to Defendants Benjamin Naderi; Alliance Document Preparation, LLC; SBS Capital Group, Inc.; First Student Aid, LLC; and Relief Defendants Direct Consulting Group, LLC; and Capital Doc Prep, Inc. to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of the filing to all participants in the case who are registered CM/ECF users. I emailed a copy of the above-referenced pleading to *pro se* litigant Farzan Azinkhan at farzan.azinkhan@gmail.com and *pro se* litigant Michael Ratliff at mratliff91@gmail.com.

s/Nadine Samter
Nadine Samter

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