

Plaintiff Federal Trade Commission and Defendant Leath have been represented by the attorneys whose names appear hereafter. Plaintiff Federal Trade Commission and Defendant Leath have agreed to entry of this Stipulated Final Judgment and Order for Permanent Injunction (“Order”), without adjudication of any issue of fact or law, and without Defendant Leath admitting liability for any of the violations alleged in the Complaint;

THEREFORE, on the joint motion of Plaintiff and Defendant Leath, it is **ORDERED, ADJUDGED, and DECREED** as follows:

FINDINGS

1. This Court has jurisdiction of the subject matter of this case and of the parties.
2. Venue in this district is proper under 28 U.S.C. § 1391(b) and (c), and 15 U.S.C. § 53(b).
3. The activities of Defendant Leath as alleged in the Complaint are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The allegations of the Complaint state a claim upon which relief may be granted against Defendant Leath under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).
5. Plaintiff has authority under Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), to seek the relief it has requested.
6. Defendant Leath stipulates to the entry of this Order freely and without coercion. Defendant Leath further acknowledges that she has read the provisions of this Order and is prepared to abide by them.

7. Defendant Leath waives all rights to seek appellate review or otherwise challenge or contest the validity of this Order.

8. Defendant Leath waives all claims that may arise under the Equal Access to Justice Act, 20 U.S.C. § 2412, concerning the prosecution of this action to date. Defendant Leath also waives any claim against Plaintiff and its employees, representatives, or agents.

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

10. Each party shall bear its own costs and attorneys' fees incurred in this action.

DEFINITIONS

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

A. **“Asset”** means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, inventory, checks, notes, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, money orders, and cash, wherever located, whether in the United States or abroad.

B. **“Assisting others”** includes, but is not limited to:

1. performing customer service functions, including, but not limited to, receiving or responding to consumer complaints;
 2. formulating or providing, or arranging for the formulation or provision of, any marketing material;
 3. providing names of, or assisting in the generation of, potential customers;
- or
4. performing marketing or billing services of any kind.

C. **“Competent and reliable evidence”** means tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

D. **“Debt relief service”** means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more unsecured creditors or debt collectors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a consumer to an unsecured creditor or debt collector.

E. **“Document”** is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which the information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

F. **“Financial related 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, credit, debit, or stored value cards;
2. improve, or arrange to improve, any consumer’s credit record, credit history, or credit rating;

3. 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;

4. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit;

5. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, debt relief services; or

6. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors.

G. **"Individual Defendants"** means Kelly Reilly, Alvin Bell, James Wojcik, and Valerie Leath.

H. **"Corporate Defendant"** means Debt Relief USA, Inc., and its successors and assigns.

I. **"Defendants"** means all of the Individual Defendants and the Corporate Defendant, individually, collectively, or in any combination.

J. **"Person"** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

K. **"Plaintiff"** or **"Commission"** means the Federal Trade Commission.

ORDER

CONDUCT PROHIBITIONS

I. PERMANENT BAN ON MARKETING FINANCIAL RELATED PRODUCTS OR SERVICES

IT IS THEREFORE ORDERED that Defendant Leath, whether acting directly or indirectly, is permanently restrained and enjoined from:

A. Advertising, marketing, promoting, offering for sale, or selling any financial related product or service; and

B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any financial related product or service.

II. PROHIBITION AGAINST MATERIAL MISREPRESENTATIONS

IT IS FURTHER ORDERED that, in connection with the advertising, promoting, offering for sale, or sale of any product or service, Defendant Leath, and each of her officers, agents, servants, employees, and those persons in active concert or participation with her, who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity, corporation, subsidiary, division, affiliate, or other device, are permanently restrained and enjoined from:

A. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any fact material to a consumer's decision to purchase or use any product or service, including, but not limited to, any misrepresentation:

1. About the total cost to purchase, receive, or use any product or service;
2. About any material restrictions, limitations, or conditions to purchase, receive, or use any product or service; or

3. About any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for any product or service.

B. Representing or assisting others in representing, expressly or by implication, any material aspect of the performance, efficacy, capability, nature, or central characteristic of any product or service, unless, at the time such representation is made, Defendant Leath possesses and relies upon a reasonable basis to substantiate that the representation is true.

III. DUTY TO PROTECT CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant Leath, and each of her officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with her who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from:

A. Disclosing, selling, using, or receiving any benefit 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), of any person which was obtained by any Defendant prior to entry of this Order in connection with Defendants' debt relief service; and

B. Failing to dispose of customer information described in Subsection A of this Section, titled "Duty to Protect Customer Information," in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed.

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 a law, regulation, or court order.

IV. PROHIBITION ON COLLECTING ACCOUNTS

IT IS FURTHER ORDERED that Defendant Leath, and each of her officers, agents, servants, employees, and those persons in active concert or participation with her who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity, corporation, subsidiary, division, affiliate, or other device, are permanently restrained and enjoined from: (a) attempting to collect, collecting, selling, assigning, or otherwise transferring any right to collect payment for debt relief services from any consumer who purchased or agreed to purchase any debt relief services from Defendants prior to the entry of this Order and (b) from withdrawing funds from any consumer's bank account pursuant to any agreement relating to Defendants' debt relief service.

V. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment for equitable monetary relief is entered against Defendant Leath, jointly and severally, in the amount of NINETEEN MILLION, SEVEN HUNDRED FORTY FOUR THOUSAND, FIVE HUNDRED SIXTY-FIVE DOLLARS (\$19,744,565), *provided, however*, that this judgment shall be suspended subject to the conditions set forth in the Section of this Order titled "Right to Reopen."

B. In the event a monetary payment under this Stipulated Judgment becomes due, all funds paid to the Commission pursuant to this Order shall be deposited into a fund administered

by the Commission or its agent to be used for equitable relief, including, but not limited to, restitution and any attendant expenses for the administration of the equitable relief. Defendant Leath shall cooperate fully to assist the Commission in identifying consumers who may be entitled to restitution under this Order. In the event that direct restitution to consumers is wholly or partially impracticable or funds remain after restitution is completed, the Commission may apply any remaining funds for other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for the equitable relief shall be deposited to the United States Treasury as disgorgement. Defendant Leath shall have no right to challenge the Commission's choice of remedies under this Section and shall have no right to contest the manner of distribution chosen by the Commission.

C. If Defendant Leath obtains a credit or refund of any federal income taxes or penalties paid for tax years 2010 and 2011 that is not retained by the Internal Revenue Service in payment of back taxes owed, then she shall promptly pay the Commission the amount of the credit or refund, together with any interest she has received in connection with the credit or refund.

To ensure Defendant Leath's compliance with this Subsection:

1. Defendant Leath shall deliver to the Commission copies of all completed and signed federal income tax returns and all amended returns, including all attached forms, schedules, and statements, that she files for tax years 2010 and 2011. These copies shall be delivered to the Commission within ten (10) days after each return or amended return is filed with the IRS; and

2. Within ten (10) days after Defendant Leath's final date allowed under IRS rules to file an amended federal income tax return for tax years 2010 and 2011, she shall sign and submit to the IRS a Form 4506, along with the Form 4506 fee, directing the IRS to send to the Commission copies of her original federal income tax returns and all amended tax returns filed with the IRS for tax years 2010 and 2011.

D. In the event of default on any obligation to make payment under this Order, interest, computed pursuant to 28 U.S.C. § 1961, as amended, shall accrue from the date of default to the date of payment, and shall immediately become due and payable.

E. Defendant Leath relinquishes all dominion, control, and title to the funds paid to the fullest extent permitted by law. Defendant Leath shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise.

F. Defendant Leath agrees that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order, including, but not limited to, a nondischargeability complaint in any bankruptcy case. Defendant Leath further stipulates and agrees that the facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and that this Order shall have collateral estoppel effect for such purposes.

G. In accordance with 31 U.S.C. § 7701, Defendant Leath is required, unless she already has done so, to furnish the Commission with taxpayer identifying numbers (Social Security numbers or employer identification numbers), which shall be used for purposes of

collecting and reporting on any delinquent amount arising out of her relationship with the government. Defendant Leath is further required, unless she already has done so, to provide the Commission with clear, legible, and full-size photocopies of all valid driver's licenses that she possesses, which will be used for reporting and compliance purposes.

H. This judgment for equitable monetary relief is solely remedial in nature. No portion of any payments made under the judgment shall be deemed a payment of any fine, penalty, punitive assessment, or forfeiture.

I. Proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the Commission may initiate to enforce this Order.

VI. RIGHT TO REOPEN

IT IS FURTHER ORDERED that:

A. The Commission's agreement to this Order and the Court's approval are expressly premised upon the truthfulness, accuracy, and completeness of the sworn financial statement and all attachments signed by Defendant Leath on December 10, 2010, the additional sworn statement signed by Defendant Leath on January 4, 2011, and the information contained in her 2007 and 2008 income tax returns provided directly to the FTC from the Internal Revenue Service pursuant to Defendant Leath's instructions. Defendant Leath stipulates that all financial information she submitted to the Commission or authorized the Internal Revenue Service to provide to the Commission is truthful, accurate, and complete. The documents submitted by Defendant Leath or provided by the Internal Revenue Service pursuant to her instructions

contain material information upon which the Commission relied in negotiating and agreeing to the terms of this Order.

B. If, upon motion by the Commission, the Court determines that Defendant Leath failed to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation or omission in her financial disclosures, then the suspension of the judgment, ordered in Subsection A of the Section titled "Monetary Judgment," shall be terminated and the entire judgment amount shall be entered against Defendant Leath. The reinstated judgment shall become immediately due and payable by Defendant Leath, and interest computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall immediately begin to accrue on any unpaid balance.

C. In all other respects this Order shall remain in full force and effect unless otherwise ordered by the Court.

D. Proceedings instituted under this Section would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the Commission may initiate to enforce this Order.

VII. COOPERATION WITH FEDERAL TRADE COMMISSION

IT IS FURTHER ORDERED that Defendant Leath shall cooperate in good faith with representatives of the Commission in this case and in any investigation related to or associated with the transactions or occurrences that are the subject of the Commission's Complaint. Defendant Leath shall appear at such places and times as a Commission representative shall reasonably request, upon five days written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested, and shall

provide truthful testimony in any trial, deposition, or other proceeding, without the service of a subpoena.

VIII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of (i) monitoring and investigating compliance with any provision of this Order, and (ii) investigating the accuracy of Defendant Leath's financial statements upon which the Commission's agreement to this Order is expressly premised:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendant Leath shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in her possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to use all other lawful means, including, but not limited to:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45, and 69;

2. having its representatives pose as consumers and suppliers to Defendant Leath, her employees, or any other entity managed or controlled in whole or in part by Defendant Leath, without the necessity of identification or prior notice; and

C. Defendant Leath shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has

agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

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

IX. COMPLIANCE REPORTING

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

A. For a period of five (5) years from the date of entry of this Order, Defendant Leath shall notify the Commission of the following:

1. any changes in her residence, mailing addresses, and telephone numbers, within ten (10) days of the date of the change;
2. any changes in her employment status (including self-employment) and any change in her ownership in any business entity, within ten (10) days of the date of the change. The notice shall include the name and address of each business that Defendant Leath is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of her duties and responsibilities in connection with the business or employment;
3. any changes in Defendant Leath's name or use of any aliases or fictitious names within ten (10) days of the date of the change; and

4. any changes in any business entity that Defendant Leath directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to the change, *provided* that, with respect to any change in the business entity about which Defendant Leath learns less than thirty (30) days prior to the date the action is to take place, she shall notify the Commission as soon as is practicable after obtaining the knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of five (5) years, Defendant Leath shall provide a written report to the Commission, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which she has complied and is complying with this Order. This report shall include, but not be limited to:

1. Defendant Leath's then-current residence address, mailing addresses, and telephone numbers;
2. Defendant Leath's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that she is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant Leath's duties and responsibilities in connection with the business or employment;

3. a copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titled “Distribution of Order,” and

4. any other changes required to be reported under Subsection A of this Section.

C. Defendant Leath shall notify the Commission of the filing of a bankruptcy petition by Defendant Leath within fifteen (15) days of filing.

D. For the purposes of this Order, Defendant Leath shall, unless otherwise directed by the Commission’s authorized representatives, send by overnight courier (not the U.S. Postal Service) all reports and notifications to the Commission that are required by this Order to:

Associate Director for Enforcement
Bureau of Consumer Protection
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
RE: *FTC v. Debt Relief USA, Inc., Kelly Reilly, Alvin Bell, James Wojcik, and Valerie Leath*. Civil Action No. 3:11-CV-2059-N.

Provided that, in lieu of overnight courier, Defendant Leath may send reports or notifications by first-class mail, but only if she contemporaneously sends an electronic version of the report or notification to the Commission at DEBrief@ftc.gov.

E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with Defendant Leath.

X. RECORD KEEPING

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Order, Defendant Leath, for any business for which she is the majority owner or directly

or indirectly controls, is restrained and enjoined from failing to create and retain the following records:

A. Accounting records that reflect cost of products sold, revenues generated, and the disbursement of the revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by the business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent the information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly or indirectly, such as through a third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials, including, but not limited to, scripts, talking points, rebuttal recommendations, advertisements, and marketing materials, and a representative copy of all letters or other written communications sent to consumers or third parties; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including, but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order," and "Acknowledgment of Receipt of Order," and all reports submitted to the Commission pursuant to the Section titled "Compliance Reporting."

XI. DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Defendant Leath must deliver copies of this Order as directed below:

A. **Defendant Leath as control person:** For any business that Defendant Leath controls, directly or indirectly, or in which she has a majority ownership interest, Defendant Leath must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of this Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.4 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon Defendant Leath. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.4 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure. Defendant Leath must secure a signed and dated statement acknowledging receipt of this Order, within thirty (30) days of delivery, from all persons receiving a copy of this Order under this Subsection.

B. **Defendant Leath as employee or non-control person:** For any business where Defendant Leath is not a controlling person of a business but otherwise engages in conduct related to the subject matter of this Order, she must deliver a copy of this Order to all principals and managers of the business before engaging in the conduct.

XII. ACKNOWLEDGMENT OF RECEIPT OF ORDER

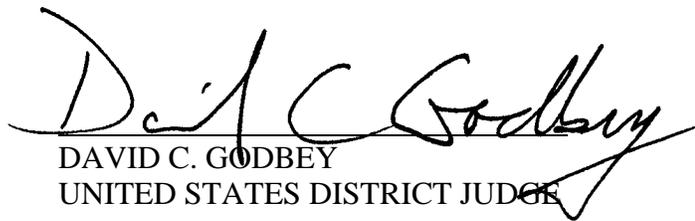
IT IS FURTHER ORDERED that Defendant Leath, within five (5) business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

XIII. 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.

IT IS SO ORDERED.

SIGNED September 27, 2011.


DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

The parties, by their respective counsel, consent to the terms and conditions of the Stipulated Permanent Injunction and Final Order as set forth above and consent to the entry of it.

SO STIPULATED AND AGREED:

FOR DEFENDANT VALERIE LEATH:

/s/ Valerie Leath
Valerie Leath, Individually

Date: 2-3-2011

/s/ Charles R. McConachie
Charles R. McConachie
McConachie Law
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Date: 2-10-2011

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/s/ Shereen El Domeiri
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Date: 8/18/2011

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ATTORNEYS FOR PLAINTIFF
FEDERAL TRADE COMMISSION