

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

PREMIER DEBT ACQUISITIONS LLC, a limited liability company, also d/b/a PDA Group LLC;

PRIZM DEBT SOLUTIONS LLC, a limited liability company, also d/b/a PDS, LLC;

SAMUEL SOLE AND ASSOCIATES, LLC, a limited liability company, also d/b/a SSA Group LLC and also d/b/a Imperial Processing Solutions;

CHARLES GLANDER, individually and as an officer of Premier Debt Acquisitions LLC, Prizm Debt Solutions LLC, and Samuel Sole and Associates, LLC; and

JACOB E. KIRBIS, individually and as an officer of Premier Debt Acquisitions LLC, Prizm Debt Solutions LLC, and Samuel Sole and Associates, LLC;

Defendants.

Case No. 15-CV-00421-FPG

**[proposed] STIPULATED FINAL ORDER
FOR PERMANENT INJUNCTION AND
SETTLEMENT OF CLAIMS**

Plaintiff, the Federal Trade Commission (“FTC”), commenced this civil action on May 11, 2015 for temporary, preliminary, and permanent injunctive relief and other equitable relief, pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and Section 814(a) of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692l(a). On motion by the FTC, on May 12, 2015, this Court entered an *ex parte* temporary restraining order (“TRO”) with asset freeze, appointment of a receiver, and other equitable relief against Defendants. On May 21, 2015, this Court entered a Stipulated Preliminary Injunction against Defendants. The FTC, Defendants, and the Receiver stipulate to the entry of this Stipulated

Final Order for Permanent Injunction and Settlement of Claims (“Order”) to resolve all matters in dispute in this action.

FINDINGS OF FACT

By stipulation of the parties, the Court finds as follows:

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive and abusive debt collection practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. §§ 1692-1692p.
3. Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.
4. 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.
5. Defendants 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:

1. “**Credit repair services**” means selling, providing, or performing any service (or representing that such service can or will be sold, provided, or performed) through the use of any instrumentality of interstate commerce or the mails, in return for the payment of money or other valuable consideration, for the express or implied purpose of (i) improving any consumer’s credit record, credit history, or credit rating; or (ii) providing

advice or assistance to any consumer with regard to any activity or service described in clause (i).

2. **“Debt”** means any obligation or alleged obligation to pay money arising out of a transaction, whether or not such obligation has been reduced to judgment.
3. **“Debt collection activities”** means any activities of a debt collector to collect or attempt to collect, directly or indirectly, a debt owed or due, or asserted to be owed or due, another.
4. **“Debt collector”** means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. The term also includes any creditor who, in the process of collecting its own debts, uses any name other than its own which would indicate that a third person is collecting or attempting to collect such debts. The term also includes any person to the extent such person receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt.
5. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.
 - A. **“Corporate Defendants”** means Premier Debt Acquisitions LLC, also d/b/a PDA Group LLC (a New York limited liability company), Prizm Debt Solutions LLC, also d/b/a PDS, LLC (a Delaware limited liability company), and Samuel Sole and Associates, LLC, also d/b/a SSA Group LLC and also d/b/a Imperial Processing Solutions (a New York limited liability company) and their successors and assigns.

- B. **“Individual Defendants”** means Charles Glander and Jacob Kirbis.
6. **“Financial-related product or service”** means any product, service, plan, or program represented, expressly or by implication, to:
- A. Provide to any consumer, arrange for any consumer to receive, or assist any consumer in receiving, an extension of consumer credit;
 - B. Provide to any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit repair services; or
 - C. Provide to any consumer, arrange for any consumer to receive, or assist any consumer in receiving, any secured or unsecured debt relief product or service;
7. **“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.
8. **“Receiver”** means William J. Brown of Phillips Lytle LLP.
9. **“Receivership Entities”** means the Corporate Defendants, Account Management Resolution, LLC (A New York limited liability company), and any successors, assigns, affiliates, and subsidiaries that conduct any business related to Defendants’ debt collection business and that the Receiver has reason to believe are owned or controlled in whole or in part by any of the Defendants.
10. **“Secured or unsecured debt relief product or service”** means, 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) negotiate, settle, or in any way alter the terms of payment or other terms of the mortgage, loan, debt, or obligation, including but not

limited to, 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; (B) 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; (C) obtain any forbearance or modification in the timing of payments from any secured or unsecured holder of any mortgage, loan, debt, or obligation; (D) negotiate, obtain, or arrange any extension of the period of time within which the 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, but not limited to, auditing or examining a person's application for the mortgage, loan, debt, or obligation.

ORDER

BAN ON DEBT COLLECTION ACTIVITIES

- I. IT IS ORDERED** that Defendants, whether acting directly or through an intermediary, are permanently restrained and enjoined from:

- A. Participating in debt collection activities, and
- B. Advertising, marketing, promoting, offering for sale, selling, or buying any consumer or commercial debt or any consumer information relating to a debt.

**PROHIBITED MISREPRESENTATIONS RELATING TO
FINANCIAL-RELATED PRODUCTS OR SERVICES**

II. IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, 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, promotion, offering for sale or sale of any financial-related product or service, are permanently restrained and enjoined from:

- A. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:
 - 1. The terms or rates that are available for any loan or other extension of credit;
 - 2. Any person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to obtain credit;
 - 3. That any person can improve any consumer's credit record, credit history, or credit rating by permanently removing negative information from the consumer's credit record, credit history, or credit rating, even where such information is accurate and not obsolete;
 - 4. Any aspect of any secured or unsecured debt relief product or service, including but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such secured or unsecured debt relief product or service; the amount of time before which a consumer

will receive settlement of that consumer's debts; or the reduction or cessation of collection calls;

5. That a consumer will receive legal representation;
 6. That any particular outcome or result from a financial-related product or service is guaranteed, assured, highly likely or probable, or very likely or probable;
 7. The nature or terms of any refund, cancellation, exchange, or repurchase policy, including, but not limited to, the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be provided to the consumer; and
 8. Any other fact material to consumers concerning any financial-related product 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; and
- B. Advertising or assisting others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender.

CONSUMER INFORMATION

III. IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, 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. Failing to provide sufficient consumer information to enable the FTC to administer efficiently consumer redress. Defendants represent that they have

provided this redress information to the FTC or to the Receiver. If a representative of the FTC requests in writing any information related to redress, Defendants must provide it, in the form prescribed by the FTC, within 14 days.

- B. Disclosing, using, or benefitting from consumer information, including the name, address, telephone number, email address, social security number, or other identifying information, or any data that enables access to a consumer'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 collection or attempted collection of any debt.
- C. Failing to destroy such consumer information in all forms in their possession, custody, or control within thirty (30) days after receipt of written direction to do so from a representative of the FTC.

Provided, however, that consumer 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.

MONETARY JUDGMENT AND PARTIAL SUSPENSION

IV. IT IS FURTHER ORDERED that:

- A. Judgment in the amount of TWO MILLION TWO HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-SIX dollars (\$2,229,756) is entered in favor of the FTC against Defendants, jointly and severally, as equitable monetary relief.
- B. In partial satisfaction of the judgment against Defendants:

1. All financial institutions holding accounts in the name of, or for the benefit of, any Receivership Entity, shall, within ten (10) business days from receipt of a copy of this Order, transfer to the Receiver or his designated agent, all funds, if any, in all such accounts, including but not limited to:

- a. Global Payments Direct, Inc. shall transfer all funds, if any, including any reserve balance, in or for the following merchant accounts: account number XXXXXXXXXXXXX5617 in the name of Prizm Debt Solutions LLC; account number XXXXXXXXXXXXX5871 in the name of Premier Debt Acquisition; account number XXXXXXXXXX2621 in the name of Samuel Sole And Associates; account number XXXXXXXXXX1711 in the name of Prizm Debt Solutions LLC; and any other account in the name of, or for the benefit of, any Receivership Entity.
- b. Electronic Merchant Systems shall transfer all funds, if any, including any reserve balance, in or for the following merchant accounts: the accounts held in the name of Premier Debt Acquisitions, Merchant ID Number XXXXXXXXXXXXX3762, and any other account in the name of, or for the benefit of, any Receivership Entity.
- c. First ACH shall transfer all funds, if any, including any reserve balance, in or for the following merchant accounts: the account

held in the name of Samuel Sole and Associates, Merchant ID Number XXXXXXXXX2621, and any other account in the name of, or for the benefit of, any Receivership Entity.

2. Citizens Bank shall, within (10) business days from receipt of a copy of this Order, transfer to the Receiver or his designated agent, all funds, if any, in account number XXXXXX9693 in the name of Charles A Glander.
3. M&T Bank shall, within (10) business days from receipt of a copy of this Order, transfer to the Receiver or his designated agent, all funds, if any, in account number XXXXXX2201 in the name of Jacob Kirbis.
4. The Receiver is directed and given sole authority to take all necessary steps to oversee the sale of the following properties, including the authority to retain one or more real estate agents, to enter into a contract for the purchase and sale of each property, and to administer the sale process, maintain and preserve the properties in the interim, and close the sale of each property: (1) the real property located at 279 North Transit Street, Lockport, New York, 14094; (2) the real property located at 23 Allen Street, Lockport, New York, 14094; (3) the real property located at 25 Allen Street, Lockport, New York, 14094; (4) the real property located at 50 High Street, Lockport, New York, 14094; (5) the real property located at 405 Bristol Street, Buffalo, New York, 14206; and (6) the real property located at 44 Terrace Avenue, Pine Hill, New Jersey, 08021 (collectively, the "Real Properties"). The proceeds from the sale of the Real Properties shall be treated as assets of the receivership estate under

Section V of this Order. Sale of the Real Properties shall proceed subject to the following terms and conditions:

- a. The Receiver, Defendant Glander, and Charles Glander, Sr. of Jackson, New Jersey shall provide such documents as the Receiver may require or any purchaser of all or a portion of any of the Real Properties may reasonably require to evidence their consent and authority to convey title to all or any portion of any of the Real Properties.
- b. Defendant Glander and Charles Glander, Sr. of Jackson, New Jersey shall cooperate with the Receiver in the sale and maintenance of the Real Properties, including in the listing, showing, and closing of the sale of the Real Properties.
- c. The Receiver shall provide the FTC with a proposed list of distributions (“Distribution List”) to be made from the proceeds of the sale of each of the Real Properties. Each Distribution List may include, among other things, any liens on the property, and any usual and customary costs of closing, including broker, attorney, and recording fees, and transfer taxes. The FTC may, within five business days from the delivery of a Distribution List, object to the proposed distributions. The Court will resolve such objections on motion by the FTC or the Receiver if the FTC and the Receiver do not reach agreement on such objections. Neither the FTC nor the

Receiver shall object to an expedited hearing by the Court regarding a Distribution List.

- d. The balance of any funds remaining after payment of each Distribution List shall be transferred to the FTC pursuant to Section IV.C of this Order, with the following exceptions:
 - i. Charles Glander, Sr. of Jackson, New Jersey shall be paid the lesser of \$16,000 or 50% of the balance of any funds remaining after payment of the Distribution List for the real property located at 23 Allen Street, Lockport, New York, 14094;
 - ii. Charles Glander, Sr. of Jackson, New Jersey shall be paid the lesser of \$18,162.77 or 50% of the balance of any funds remaining after payment of the Distribution List for the real property located at 50 High Street, Lockport, New York, 14094; and
 - iii. Charles Glander, Sr. of Jackson, New Jersey shall be paid the lesser of \$22,000 or 50% of the balance of any funds remaining after payment of the Distribution List for the real property located at 25 Allen Street, Lockport, New York, 14094.
5. Individual Defendant Charles Glander shall, within twenty-one (21) days of entry of this Order, surrender for accrued value the First Investors life insurance policy (number XXXX24) identified in Item 13 of the Financial

Statement of Individual Defendant Charles Glander dated June 1, 2015.

Charles Glander shall transfer to the Receiver or his designated agent all funds from the surrender of the insurance policy within thirty (30) days of entry of this Order.

- C. As set forth in Section V below, the Receiver is directed to liquidate assets held by the Receiver and, after satisfaction of any Court-authorized payments, transfer the remaining assets and net proceeds, if any, from the sale of these assets to the FTC. Any assets or proceeds turned over to the FTC as part of this Section shall be applied to the Judgment, with the remainder of the Judgment suspended as described in this Section.
- D. Upon the payments and asset transfers identified in this Section IV, the remainder of this judgment is suspended, subject to the Subsections below.
- E. The asset freeze is modified to permit the transfers identified in this Section. Upon completion of those transfers, the asset freeze as to Defendants is dissolved.
- F. The FTC's 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 statements") submitted to the FTC, including: (i) the financial statement of Defendant Charles Glander and attachments, dated June 1, 2015; and (ii) the financial statement of Defendant Jacob Kirbis and attachments, dated June 1, 2015.
- G. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the FTC, 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 statements identified above.

- H. 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.
- I. All money paid to the FTC pursuant to this Order may be deposited into a fund administered by the FTC or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the FTC may apply any remaining money for such other equitable relief (including consumer information remedies) as the FTC determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement.
- Defendants have no right to challenge any actions the FTC or its representatives may take pursuant to this Subsection.
- J. Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- K. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC, including in a

proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

- L. The facts alleged in the Complaint establish all elements necessary to sustain an action by the FTC 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.
- M. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to the FTC, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.
- N. Pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency may furnish a consumer report concerning any of the Defendants to the FTC, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

CONTINUATION OF RECEIVER

- V. **IT IS FURTHER ORDERED** that William J. Brown shall continue as a permanent receiver over the Receivership Entities with full powers of a permanent receiver, including but not limited to those powers set forth in the Stipulated Preliminary Injunction entered by the Court in this matter on May 21, 2015, and including full liquidation powers. Upon entry of this Order, the Receiver is authorized to liquidate all remaining receivership property and to dispose of all remaining files, records, and computers. The Receiver is directed to wind up the Receivership Entities and liquidate all assets within 270 days after entry of this Order, but any party or the Receiver may

request that the Court extend the Receiver's term for good cause. Upon termination of the receivership and final payment to the Receiver of all approved fees, costs, and expenses, the Receiver shall turn over to the FTC or its designated agent all remaining assets in the receivership estate.

COOPERATION WITH RECEIVER

VI. IT IS FURTHER ORDERED that Defendants must fully cooperate with representatives of the Receiver in this case through the termination of the receivership, including in the preparation of tax returns for the Receivership Entities and in other actions pursuant to Sections IV and V of this Order. Defendants must provide truthful and complete information, evidence and testimony. The Individual Defendants must appear and the Corporate Defendants must cause Defendants' officers, employees, representatives, or agents to appear for interviews, discovery, hearings, and any other proceedings that a representative of the Receiver may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as an the representative may designate, without the service of a subpoena.

STAY OF ACTIONS

VII. IT IS FURTHER ORDERED that:

A. Except by leave of this Court, during pendency of the Receivership ordered herein, Defendants and all other persons and entities be and hereby are stayed from taking any action to establish or enforce any claim, right, or interest for, against, on behalf of, in, or in the name of, the Receivership Entities, any of their subsidiaries, affiliates, partnerships, assets, documents, or the Receiver or the Receiver's duly authorized agents acting in their capacities as such, including, but

not limited to, the following actions:

1. Commencing, prosecuting, continuing, entering, or enforcing any suit or proceeding, except that such actions may be filed to toll any applicable statute of limitations;
2. Accelerating the due date of any obligation or claimed obligation; filing or enforcing any lien; taking or attempting to take possession, custody, or control of any asset; attempting to foreclose, forfeit, alter, or terminate any interest in any asset, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise;
3. Executing, issuing, serving, or causing the execution, issuance or service of, any legal process, including, but not limited to, attachments, garnishments, subpoenas, writs of replevin, writs of execution, or any other form of process whether specified in this Order or not; or
4. Doing any act or thing whatsoever to interfere with the Receiver taking custody, control, possession, or management of the assets or documents subject to this Receivership, or to harass or interfere with the Receiver in any way, or to interfere in any manner with the exclusive jurisdiction of this Court over the assets or documents of the Receivership Entities;

B. This Section VII does not stay:

1. The commencement or continuation of a criminal action or proceeding;
2. The commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power;

3. The enforcement of a judgment, other than a money judgment, obtained in an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power; or
4. The issuance to a Receivership Entity of a notice of tax deficiency.

ORDER ACKNOWLEDGMENTS

VIII. 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 the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 10 years after entry of this Order, each 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 Receivership Entity, 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 conduct related to the subject matter 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.

COMPLIANCE REPORTING

IX. IT IS FURTHER ORDERED that Defendants make timely submissions to the FTC:

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 FTC may use to communicate with that 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 Defendants must describe if they know or should know due to their 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 FTC;
2. Additionally, each 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 the Individual Defendant performs services whether as an employee or otherwise and any entity in which the Individual Defendant has any ownership interest; and (c) describe in detail the Individual

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, each 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 the FTC 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 the FTC 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 FTC representative in writing, all submissions to the FTC 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. Premier Debt Acquisitions LLC, et al.*, Matter Number X150043.

RECORDKEEPING

- X. 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, the Corporate Defendants and each 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 maintain 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 the FTC; and
- E. A copy of each unique advertisement or other marketing material.

COMPLIANCE MONITORING

XI. IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order, including the financial representations upon which part of the judgment was suspended 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 the FTC, 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. The FTC is 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, the FTC is authorized to communicate directly with each Defendant. Defendants must permit representatives of the FTC 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. The FTC may use all other lawful means, including posing, through its 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 FTC's

lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

ENTRY OF JUDGMENT

XII. IT IS FURTHER ORDERED that there is no just reason for delay of entry of this judgment, and that, pursuant to Federal Rule of Civil Procedure 54(b), the Clerk immediately shall enter this Order as a final judgment as to defendants Premier Debt Acquisitions LLC, also d/b/a PDA Group LLC; Prizm Debt Solutions LLC, also d/b/a PDS, LLC; Samuel Sole and Associates, LLC, also d/b/a SSA Group LLC and also d/b/a Imperial Processing Solutions; Charles Glander; and Jacob Kirbis.

RETENTION OF JURISDICTION

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

IT IS SO ORDERED, this _____ day of _____, 2016.

Frank P. Geraci, Jr.
Chief Judge
United States District Court

SO STIPULATED AND AGREED

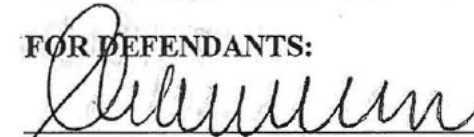
FOR PLAINTIFF:

FEDERAL TRADE COMMISSION

 01/05/2016

Daniel Dwyer, Attorney
LaShawn M. Johnson, Attorney
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, DC 20580
T: (202) 326-2957 (Dwyer)
T: (202) 326-3057 (Johnson)
F: (202) 326-3768
ddwyer@ftc.gov; ljohnson@ftc.gov

FOR DEFENDANTS:

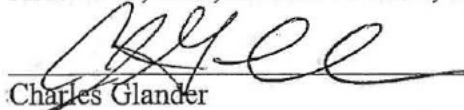


Date: 11/13/15

Diane Tiveron, Esq.
Thomas B. Hughes, Esq.
HoganWillig
2410 North Forest Road, Suite 301
Amherst, New York 14068
T: (716) 932-6700 (Tiveron)
T: (716) 932-6635 (Hughes)
F: (716) 932-6800
dtiveron@hoganwillig.com; thughes@hoganwillig.com

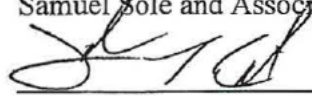
COUNSEL For Premier Debt Acquisitions LLC, Prizm Debt Solutions LLC, Samuel Sole and Associates, LLC, Account Management Resolution, LLC, Charles Glander, and Jacob Kirbis

DEFENDANTS: Premier Debt Acquisitions LLC, Prizm Debt Solutions LLC, Samuel Sole and Associates, LLC, Charles Glander, and Jacob Kirbis



Date: 11/10/15

Charles Glander
Individually and as an officer of Premier Debt Acquisitions LLC, Prizm Debt Solutions LLC, Samuel Sole and Associates, LLC, and Account Management Resolution, LLC



Date: 11/10/15

Jacob Kirbis
Individually and as an officer of Premier Debt Acquisitions LLC, Prizm Debt Solutions LLC, Samuel Sole and Associates, LLC, and Account Management Resolution, LLC

RECEIVER



Date: 11/16/2015

William J. Brown
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203
T: (716) 847-8400
F: (716) 852-6100
wbrown@phillipslytle.com