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15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17

18 \_\_\_\_\_ )  
19 FEDERAL TRADE COMMISSION, ) Case No. SACV13-919 DOC (RNBx)  
20 )  
21 Plaintiff, ) **FINAL ORDER FOR**  
22 vs. ) **PERMANENT INJUNCTION**  
23 ) **AGAINST DEFENDANTS**  
24 A TO Z MARKETING, INC., a ) **WILLIAM D. GOODRICH AND**  
25 Nevada corporation, also dba Client ) **WILLIAM D. GOODRICH ATTY,**  
26 Services, *et al.*, ) **INC. [246]**  
27 )  
28 Defendants. )

1                   **ENTRY OF DEFAULT JUDGMENT AND FINAL ORDER FOR**  
2                   **PERMANENT INJUNCTION AGAINST DEFENDANTS WILLIAM D.**  
3                   **GOODRICH AND WILLIAM D. GOODRICH ATTY, INC.**

4                   Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), filed its  
5                   Complaint for Injunctive and Other Equitable Relief pursuant to Sections 13(b) and  
6                   19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and  
7                   57b, and the 2009 Omnibus Appropriations Act, Public Law 111-8, Section 626,  
8                   123 Stat. 524, 678 (Mar. 11, 2009) (“Omnibus Act”), as clarified by the Credit  
9                   Card Accountability Responsibility and Disclosure Act of 2009, Public Law 111-  
10                  24, Section 511, 123 Stat. 1734, 1763-64 (May 22, 2009) (“Credit Card Act”), and  
11                  amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act,  
12                  Public Law 111-203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010)  
13                  (“Dodd-Frank Act”), 12 U.S.C. § 5538. The Commission filed its Amended  
14                  Complaint on December 16, 2013.

15                  Although Defendants William D. Goodrich and William D. Goodrich Atty,  
16                  Inc. (“the Goodrich Defendants” or “Defendants”) answered the Amended  
17                  Complaint, they later failed to respond to discovery requests including failing to  
18                  answer Interrogatories, failing to respond to requests for admissions, and failing to  
19                  attend noticed depositions. In light of the Goodrich Defendants’ default and after  
20                  considering the pleadings, declarations, exhibits, other evidence, and the arguments  
21                  22                  23                  24                  25                  26                  27                  28

1 of counsel, judgment is entered in favor of Plaintiff, Federal Trade Commission,  
2 upon the terms set forth below.

3 **FINDINGS**

- 4
- 5 1. This Court has jurisdiction over this matter. Venue is proper in this District.
  - 6 2. The Goodrich Defendants' activities as alleged in the Amended Complaint  
7 are in or affecting commerce as "commerce" is defined in Section 4 of the  
8 FTC Act, 15 U.S.C. § 4 of the FTC Act, 15 U.S.C. § 44.  
9
  - 10 3. The Amended Complaint charges that the Goodrich Defendants participated  
11 in deceptive and unlawful acts or practices in violation of Section 5 of the  
12 FTC Act, 15 U.S.C. § 45, and the Mortgage Assistance Relief Services Rule,  
13 16 C.F.R. Part 322 ("MARS Rule"), recodified as Mortgage Assistance  
14 Relief Services, 12 C.F.R. Part 1015 ("Regulation O"), in connection with  
15 the marketing and sale of mortgage assistance relief services ("MARS").  
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  - 18 4. Specifically, the Amended Complaint alleges that since about 2011, the  
19 Goodrich Defendants participated in one or more common enterprises that  
20 sold home-loan modification services. (Dkt. 176). The Amended Complaint  
21 alleges that they did so by misrepresenting the likelihood of obtaining a loan  
22 modification and by misrepresenting the benefits of loan audits, in violation  
23 of Section 5 of the FTC Act, 15 U.S.C. § 45. The Amended Complaint also  
24 alleges that the Goodrich Defendants violated the MARS Rule by collecting  
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1 advance fees for the provision of MARS, by making material  
2 misrepresentations in the provision of MARS, and by failing to make  
3 disclosures as required by the MARS Rule.  
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5 5. The Goodrich Defendants had proper notice of this lawsuit. Through their  
6 counsel, they waived personal service of the Complaint and filed an Answer  
7 to the Complaint. (Dkt. 183). On July 18, 2013, the Goodrich Defendants  
8 entered into a Stipulated Preliminary Injunction (Dkt. 87), and on December  
9 24, 2013, through their counsel, filed an Answer to the Amended Complaint.  
10 (Dkt. 183).  
11

12 6. After the entry of the Stipulated Preliminary Injunction but before the  
13 Answer to the Amended Complaint, Defendant William D. Goodrich sold  
14 his home in Orange County, California, and left for Israel. (Dkt. 147-3).  
15  
16

17 7. Counsel for Defendants moved to withdraw from representation, and a  
18 hearing was held on that motion was held on January 27, 2014. The Court  
19 denied that motion, but indicated that it would rule differently if Defendants  
20 would agree to accept service of additional pleading and discovery *via* email  
21 or regular mail, and agree to appear for depositions in the United States if  
22 noticed. (Dkt. 190). Counsel subsequently filed a supplemental declaration  
23 indicating she was no longer able to communicate with the Goodrich  
24 Defendants, and another application to withdraw as counsel. (Dkt. 193). On  
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1 June 17, 2014, the Court granted that Motion allowing counsel to withdraw,  
2 but required that the Goodrich Defendants accept service of all documents in  
3 this action *via* email at the address yissgood@yahoo.com, until such other  
4 address is provided (or *via* regular mail, at a physical address provided), and  
5 required each of the Goodrich Defendants to appear in the United States for  
6 depositions if noticed. (Dkt. 235). These were the conditions the Court set  
7 forth earlier at the hearing on January 27, 2014. (Dkt. 190).

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10 8. On February 21, 2014, Plaintiff served its first Requests for Admissions on  
11 the Goodrich Defendants by serving counsel. On April 3, 2014, Plaintiff  
12 served its first sets of Interrogatories on each of the Goodrich Defendants by  
13 serving counsel. In each case, counsel for the Goodrich Defendants  
14 indicated that because she was not able to communicate with her clients, she  
15 was not able to respond on their behalf, and no other response was received.  
16 Similarly, Mr. Goodrich's deposition was noticed for May 14, 2014, and  
17 William D. Goodrich Atty, Inc., was noticed for a deposition under Federal  
18 Rule of Civil Procedure 30(b)(6) for May 16, 2014, both in Orange County,  
19 California. Mr. Goodrich did not appear, and no one appeared on behalf of  
20 the corporation.  
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25 9. Counsel for the parties met and conferred on this matter on June 16, 2014.  
26 Counsel for the Goodrich Defendants withdrew, however, before a joint  
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1 stipulation could be finalized. On the morning of June 19, 2014, Plaintiff's  
2 counsel sent an email to Mr. Goodrich at the previously mentioned email  
3 address asking him for a convenient time to meet and confer. No response  
4 was been received, and no indication was received that the email address  
5 was faulty.  
6

7 10. As a sanction for their failure to cooperate in discovery, pursuant to Federal  
8 Rule of Civil Procedure 37, the Court enters this default judgment against  
9 William D. Goodrich and William D. Goodrich Atty, Inc. Furthermore,  
10 from the affidavit filed by the Federal Trade Commission, it appears that the  
11 Commission is entitled to equitable monetary relief against the Goodrich  
12 Defendants in the amount of thirty-eight million three hundred seven  
13 thousand eight hundred thirty-one and 38/100 dollars (\$38,307,831.38), for  
14 which the Goodrich Defendants are jointly and severally liable.  
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18 11. This Final Judgment is in addition to, and not in lieu of, any other civil or  
19 criminal remedies that may be provided by law.  
20

21 12. Entry of this Final Judgment is in the public interest.

22 13. Pursuant to Federal Rule of Civil Procedure 65(d), this Final Judgment is  
23 binding upon Defendants, their officers, agents, servants, employees,  
24 attorneys, corporations, successors and assigns, and upon those persons or  
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1 entities in active concert or participation with them who receive actual notice  
2 of this Final Judgment by personal service or otherwise.

3 14. This action is the “commencement or continuation of an action or  
4 proceeding by a governmental unit to enforce such governmental unit’s  
5 police or regulatory power,” as set forth in 11 U.S.C. § 362(b)(4). Any  
6 bankruptcy petition, voluntary or involuntary, does not automatically stay  
7 this action.  
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10 15. Any bankruptcy petition, voluntary or involuntary, does not divest this Court  
11 of jurisdiction to enter this Judgment.  
12

### 13 **DEFINITIONS**

14 A. “*Assisting Others*” includes:

- 15 1. performing customer service functions, including receiving or  
16 responding to consumer complaints;
- 17 2. formulating or providing, or arranging for the formulation or  
18 provision of, any advertising or marketing material, including any  
19 telephone sales script, direct mail solicitation, or the design, text, or  
20 use of images of any Internet website, email, or other electronic  
21 communication;
- 22 3. formulating or providing, or arranging for the formulation or  
23 provision of, any marketing support material or service, including web  
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1 or Internet Protocol addresses or domain name registration for any  
2 Internet websites, affiliate marketing services, or media placement  
3 services;

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5 4. providing names of, or assisting in the generation of, potential  
6 customers;

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8 5. performing marketing, billing, or payment services of any kind; or

9  
10 6. acting or serving as an owner, officer, director, manager, or principal  
11 of any entity.

12 B. “*Defendants*” means the Goodrich Defendants, individually, collectively, or  
13 in any combination.

14 C. “*Federal homeowner relief or financial stability program*” means any  
15 program (including its sponsoring agencies, telephone numbers, and Internet  
16 websites) operated or endorsed by the United States government to provide  
17 relief to homeowners or stabilize the economy, including but not limited to:  
18

19 1. the Making Home Affordable Program;

20 2. the Financial Stability Plan;

21  
22 3. the Troubled Asset Relief Program and any other program sponsored  
23 or operated by the United States Department of the Treasury;

24  
25 4. the HOPE for Homeowners program, any program operated or created  
26 pursuant to the Helping Families Save Their Homes Act, and any  
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1 other program sponsored or operated by the Federal Housing  
2 Administration; or

- 3 5. any program sponsored or operated by the United States Department  
4 of Housing and Urban Development (“HUD”), the HOPE NOW  
5 Alliance, the Homeownership Preservation Foundation, or any other  
6 HUD-approved housing counseling agency.  
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9 D. “*Financial product or service*” means any product, service, plan, or  
10 program represented, expressly or by implication, to:

- 11 1. provide any consumer, arrange for any consumer to receive, or assist  
12 any consumer in receiving, a loan or other extension of credit;  
13  
14 2. provide any consumer, arrange for any consumer to receive, or assist  
15 any consumer in receiving, credit, debit, or stored value cards;  
16  
17 3. improve, repair, or arrange to improve or repair, any consumer’s  
18 credit record, credit history, or credit rating; or  
19  
20 4. provide advice or assistance to improve any consumer’s credit record,  
21 credit history, or credit rating.

22 E. “*Person*” means a natural person, organization, or other legal entity,  
23 including a corporation, partnership, limited liability company,  
24 proprietorship, association, cooperative, or any other group or combination  
25 acting as an entity.  
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1 F. “*Secured or unsecured debt relief product or service*” means, with respect  
2 to any mortgage, loan, debt, or obligation between a person and one or more  
3 secured or unsecured creditors or debt collectors, any product, service, plan,  
4 or program represented, expressly or by implication, to:

- 5  
6 1. stop, prevent, or postpone any mortgage deed of foreclosure sale for a  
7 person’s dwelling, any other sale of collateral, any repossession of a  
8 person’s dwelling or other collateral, or otherwise save a person’s  
9 dwelling or other collateral from foreclosure or repossession;
- 10  
11 2. negotiate, obtain, or arrange a modification, or renegotiate, settle, or  
12 in any way alter any terms of the mortgage, loan, debt, or obligation,  
13 including a reduction in the amount of interest, principal balance,  
14 monthly payments, or fees owed by a person to a secured or  
15 unsecured creditor or debt collector;
- 16  
17 3. obtain any forbearance or modification in the timing of payments  
18 from any secured or unsecured holder or servicer of any mortgage,  
19 loan, debt, or obligation;
- 20  
21 4. negotiate, obtain, or arrange any extension of the period of time  
22 within which a person may (i) cure his or her default on the mortgage,  
23 loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt,  
24 or obligation, (iii) redeem a dwelling or other collateral, or  
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1 (iv) exercise any right to reinstate the mortgage, loan, debt, or  
2 obligation or redeem a dwelling or other collateral;

3 5. obtain any waiver of an acceleration clause or balloon payment  
4 contained in any promissory note or contract secured by any dwelling  
5 or other collateral; or  
6

7 6. negotiate, obtain, or arrange (i) a short sale of a dwelling or other  
8 collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other  
9 disposition of a mortgage, loan, debt, or obligation other than a sale to  
10 a third party that is not the secured or unsecured loan holder.  
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12 The foregoing shall include any manner of claimed assistance, including, but  
13 not limited to, auditing or examining a person's application for the  
14 mortgage, loan, debt, or obligation.  
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17 G. "**Telemarketing**" means any plan, program, or campaign which is conducted  
18 to induce the purchase of goods or services by use of one or more  
19 telephones, and which involves a telephone call, whether or not covered by  
20 the Telemarketing Sales Rule.  
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**ORDER**

**BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS AND SERVICES**

I. **IT IS THEREFORE ORDERED** that Defendants, whether acting directly or through any other person, are permanently restrained and enjoined from:

A. advertising, marketing, promoting, offering for sale, or selling any secured or unsecured debt relief product or service; and

B. assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any secured or unsecured debt relief product or service.

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

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

1 A. the terms or rates that are available for any loan or other extension of  
2 credit, including:

- 3 i. closing costs or other fees;
- 4
- 5 ii. the payment schedule, monthly payment amount(s), any balloon  
6 payment, or other payment terms;
- 7
- 8 iii. the interest rate(s), annual percentage rate(s), or finance  
9 charge(s), and whether they are fixed or adjustable;
- 10
- 11 iv. the loan amount, credit amount, draw amount, or outstanding  
12 balance; the loan term, draw period, or maturity; or any other  
13 term of credit;
- 14
- 15 v. the amount of cash to be disbursed to the borrower out of the  
16 proceeds, or the amount of cash to be disbursed on behalf of the  
17 borrower to any third parties;
- 18
- 19 vi. whether any specified minimum payment amount covers both  
20 interest and principal, and whether the credit has or can result in  
21 negative amortization; or
- 22
- 23 vii. that the credit does not have a prepayment penalty or whether  
24 subsequent refinancing may trigger a prepayment penalty  
25 and/or other fees;

26 B. the savings associated with the loan or other extension of credit;  
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C. the ability to improve or otherwise affect a consumer’s credit record, credit history, credit rating, or ability to obtain credit, including that a consumer’s credit record, credit history, or credit rating, or ability to obtain credit can be improved by permanently removing current, accurate negative information from the consumer’s credit record or history; or

D. that a consumer will receive legal representation.

**PROHIBITED MISREPRESENTATIONS RELATING TO ANY PRODUCTS OR SERVICES**

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

A. any material aspect of 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

1 circumstances in which a full or partial refund will be granted to the  
2 consumer;

3 B. that any person is affiliated with, endorsed or approved by, or

4 otherwise connected to any other person; government entity; any

5 federal homeowner relief or financial stability program; public, non-

6 profit, or other non-commercial program; or any other program;

7 C. the nature, expertise, position, or job title of any person who provides

8 any product, service, plan, or program;

9 D. the person who will provide any product, service, plan, or program to

10 any consumer;

11 E. that any person providing a testimonial has purchased, received, or

12 used the product, service, plan, or program;

13 F. that the experience represented in a testimonial of the product, service,

14 plan, or program represents the person's actual experience resulting

15 from the use of the product, service, plan, or program under the

16 circumstances depicted in the advertisement;

17 G. the total costs to purchase, receive, or use, or the quantity of, the

18 product, service, plan, or program;

19 H. any material restriction, limitation, or condition on purchasing,

20 receiving, or using the product, service, plan, or program; or

1 I. any other material fact concerning any aspect of the performance,  
2 efficacy, nature, or characteristics of the product, service, plan, or  
3 program.  
4

5 **CUSTOMER INFORMATION**

6 **IV. IT IS FURTHER ORDERED** that Defendants, Defendants' officers,  
7 agents, servants, employees, and attorneys, and all other persons or entities  
8 in active concert or participation with any of them, who receive actual notice  
9 of this Order, whether acting directly or indirectly, are permanently  
10 restrained or enjoined from directly or indirectly:  
11

12 A. failing to provide sufficient customer information to enable the  
13 Commission to efficiently administer consumer redress. If a  
14 representative of the Commission requests in writing any information  
15 related to redress, Defendants must provide it, in the form prescribed  
16 by the Commission, within 14 days.  
17

18 B. disclosing, using, or benefiting from customer information, including  
19 the name, address, telephone number, email address, Social Security  
20 number, other identifying information, or any data that enables access  
21 to a customer's account (including a credit card, bank account, or  
22 other financial account), that any Defendant obtained prior to entry of  
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1 this Order in connection with the marketing and sale of secured or  
2 unsecured debt relief products or services; and

3 C. disposing of such customer information without written authorization  
4 from the Commission; and

5  
6 D. failing to dispose of such customer information in all forms in their  
7 possession, custody, or control within thirty (30) days of receipt of  
8 written authorization from the Commission. Disposal shall be by  
9 means that protect against unauthorized access to the customer  
10 information, such as by burning, pulverizing, or shredding any papers,  
11 and by erasing or destroying any electronic media, to ensure that the  
12 customer information cannot be practicably read or reconstructed.  
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15 *Provided, however,* that customer information need not be disposed of, and  
16 may be disclosed, to the extent requested by a government agency or required by  
17 law, regulation, or court order.  
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## 19 **MONETARY JUDGMENT**

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21 **V. IT IS FURTHER ORDERED** that:

22 A. Judgment in the amount of thirty-eight million three hundred seven  
23 thousand eight hundred thirty-one and 38/100 dollars  
24 (\$38,307,831.38) is entered against Defendants, jointly and severally,  
25 as equitable monetary relief.  
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1 B. Defendants relinquish dominion and all legal and equitable right, title,  
2 and interest in all of Defendants' assets that are subject to the asset  
3 freeze provisions in the Stipulated Preliminary Injunction entered on  
4 July 18, 2013. Defendants may not seek the return of any assets that  
5 are part of the receivership estate. If Defendants retain any assets that  
6 are subject to the asset freeze and not currently controlled or held by  
7 the Receiver as part of the receivership estate, Defendants shall turn  
8 over those assets to the Receiver within ten days of entry of this  
9 Order. Thereafter, Defendants may not seek the return of those assets.  
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12 C. the facts alleged in the Amended Complaint will be taken as true,  
13 without further proof, in any subsequent civil litigation by or on  
14 behalf of the Commission, including in a proceeding to enforce its  
15 rights to any payment or monetary judgment pursuant to this Order,  
16 such as a nondischargeability complaint in any bankruptcy case.  
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19 D. the facts alleged in the Amended Complaint establish all elements  
20 necessary to sustain an action by the Commission pursuant to Section  
21 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and  
22 this Order will have collateral estoppel effect for such purposes.  
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25 E. Defendants acknowledge that their Taxpayer Identification Numbers  
26 (Social Security Numbers or Employment Identification Numbers),  
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1 which Defendants must submit to the Commission, may be used for  
2 collecting and reporting on any delinquent amount arising out of this  
3 Order, in accordance with 31 U.S.C. § 7701.  
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5 F. All money paid to the Commission pursuant to this Order may be  
6 deposited into a fund administered by the Commission or its designee  
7 to be used for equitable relief, including consumer redress and any  
8 attendant expenses for the administration of any redress fund. If a  
9 representative of the Commission decides that direct redress to  
10 consumers is wholly or partially impracticable or money remains after  
11 redress is completed, the Commission may apply any remaining  
12 money for such other equitable relief (including consumer information  
13 remedies) as it determines to be reasonably related to Defendants'  
14 practices alleged in the Amended Complaint. Any money not used for  
15 such equitable relief is to be deposited to the U.S. Treasury as  
16 disgorgement. Defendants have no right to challenge any actions the  
17 Commission or its representatives may take pursuant to this  
18 Subsection.  
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**COOPERATION**

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VI. **IT IS FURTHER ORDERED** that Defendants must fully cooperate 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 Amended Complaint. Defendants must provide truthful and complete information, evidence, and testimony. Defendant William D. Goodrich must appear and Defendant William D. Goodrich Atty, Inc., must cause officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the service of a subpoena. Defendants and their officers, employees, representatives, and agents shall be provided witness fees and reasonable travel expenses pursuant to applicable federal laws.

**ORDER ACKNOWLEDGMENTS**

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

1           A. Each Defendant, within 7 days of entry of this Order, must submit to  
2           the Commission an acknowledgment of receipt of this Order sworn  
3           under penalty of perjury.

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5           B. For 3 years after entry of this Order, Defendant William D. Goodrich  
6           for any business that he individually or collectively with any other  
7           defendant in this action, is the majority owner or controls directly or  
8           indirectly, and Defendant William D. Goodrich Atty, Inc., must  
9           deliver a copy of this Order to: (1) all principals, officers, directors,  
10          and LLC managers and members; (2) all employees, agents, and  
11          representatives who participate in telemarketing and/or the  
12          advertising, marketing, promotion, offering for sale or sale of any  
13          financial product or service; and (3) any business entity resulting from  
14          any change in structure as set forth in the Section titled Compliance  
15          Reporting. Delivery must occur within 7 days of entry of this Order  
16          for current personnel. For all others, delivery must occur before they  
17          assume their responsibilities.

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22          C. From each individual or entity to which a Defendant delivered a copy  
23          of this Order, that Defendant must obtain, within 30 days, a signed  
24          and dated acknowledgement of receipt of this Order.  
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**COMPLIANCE REPORTING**

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VIII. **IT IS FURTHER ORDERED** that Defendants make timely submissions to the Commission:

A. One year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury:

- i. Each Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Defendant; (b) identify all of that Defendant’s businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other defendant in this action (which Defendant William D. Goodrich must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how that Defendant is in compliance with each section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

1           ii. Additionally, Defendant William D. Goodrich must: (a) identify  
2           all telephone numbers and all physical, postal, email, and  
3           Internet addresses, including all residences; (b) identify all  
4           business activities, including any person or entity for which he  
5           performs services whether as an employee or otherwise and any  
6           entity in which he has any ownership interest; and (c) describe  
7           in detail such his involvement in each such business, including  
8           title, role, responsibilities, participation, authority, control, and  
9           any ownership.  
10           any ownership.

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12  
13        B. For 10 years after entry of this Order, each Defendant must submit a  
14        compliance notice, sworn under penalty of perjury, within 14 days of  
15        any change in the following:

16  
17        i. Each Defendant must report any change in: (a) any designated  
18        point of contact; or (b) the structure of any Corporate Defendant  
19        or any entity that Defendant has any ownership interest in or  
20        controls directly or indirectly that may affect compliance  
21        obligations arising under this Order, including: creation,  
22        merger, sale, or dissolution of the entity or any subsidiary,  
23        parent, or affiliate that engages in any acts or practices subject  
24        to this Order.  
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1           ii. Additionally, Defendant William D. Goodrich must report any  
2           change in: (a) name, including aliases or fictitious names, or  
3           residence address; or (b) title or role in any business activity,  
4           including any business for which he performs services whether  
5           as an employee or otherwise and any entity in which he has any  
6           ownership interest, and identify the name, physical address, and  
7           any Internet address of the business or entity.  
8

9  
10          C. Each Defendant must submit to the Commission notice of the filing of  
11          any bankruptcy petition, insolvency proceeding, or similar proceeding  
12          by or against such Defendant within 14 days of its filing.  
13

14          D. Any submission to the Commission required by this Order to be  
15          sworn under penalty of perjury must be true and accurate and comply  
16          with 28 U.S.C. § 1746, such as by concluding: “I declare under  
17          penalty of perjury under the laws of the United States of America that  
18          the foregoing is true and correct. Executed on: \_\_\_\_\_” and  
19          supplying the date, signatory’s full name, title (if applicable), and  
20          signature.  
21

22  
23          E. Unless otherwise directed by a Commission representative in writing,  
24          all submissions to the Commission pursuant to this Order must be  
25          emailed to [DEbrief@ftc.gov](mailto:DEbrief@ftc.gov) or sent by overnight courier (not the U.S.  
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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. A to Z Marketing, Inc., et al.*, Case No. SACV13-919-DOC (RNBx) (C.D. Cal.) [FTC File No. X130049].

**RECORDKEEPING**

IX. **IT IS FURTHER ORDERED** that Defendants must create certain records for 10 years after entry of this Order, and retain such records for 5 years. Specifically, Defendant William D. Goodrich Atty, Inc., and Defendant William D. Goodrich for any business he, individually or collectively with any other Defendant in this action is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. accounting records showing the revenues from all goods or services sold;
- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person’s: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;

1 C. records of all consumer complaints and refund requests, whether  
2 received directly or indirectly, such as through a third party, and any  
3 response;

4  
5 D. all records necessary to demonstrate full compliance with each  
6 provision of this Order, including all submissions to the Commission;  
7 and

8  
9 E. a copy of each unique advertisement or other marketing material.

10 **COMPLIANCE MONITORING**

11 X. **IT IS FURTHER ORDERED** that, for purposes of monitoring Defendants'  
12 compliance with this Order:

13  
14 A. Within 14 days of receipt of a written request from a representative of  
15 the Commission, each Defendant must: submit additional compliance  
16 reports or other requested information, which must be sworn under  
17 penalty of perjury; appear for depositions; and produce documents for  
18 inspection and copying. The Commission is also authorized to obtain  
19 discovery, without further leave of court, using any of the procedures  
20 prescribed by Federal Rules of Civil Procedure 29, 30 (including  
21 telephonic depositions), 31, 33, 34, 36, 45, and 69.

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25 B. For matters concerning this Order, the Commission is authorized to  
26 communicate directly with each Defendant. Defendants must permit  
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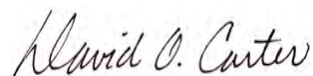
1 representatives of the Commission to interview any employee or other  
2 person affiliated with either Defendant who has agreed to such an  
3 interview. The person interviewed may have counsel present.  
4

5 C. The Commission may use all other lawful means, including posing,  
6 through its representatives as consumers, suppliers, or other  
7 individuals or entities, to Defendants or any individual or entity  
8 affiliated with Defendants, without the necessity of identification or  
9 prior notice. Nothing in this Order limits the Commission's lawful  
10 use of compulsory process, pursuant to Sections 9 and 20 of the FTC  
11 Act, 15 U.S.C. §§ 49, 57b-1.  
12  
13

14 **RETENTION OF JURISDICTION**

15 **XI. IT IS FURTHER ORDERED** that this Court retains jurisdiction of this  
16 matter for purposes of construction, modification, and enforcement of this  
17 Order.  
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21 **SO ORDERED this 2nd day of September, 2014**

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DAVID O. CARTER  
25 UNITED STATES DISTRICT JUDGE  
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