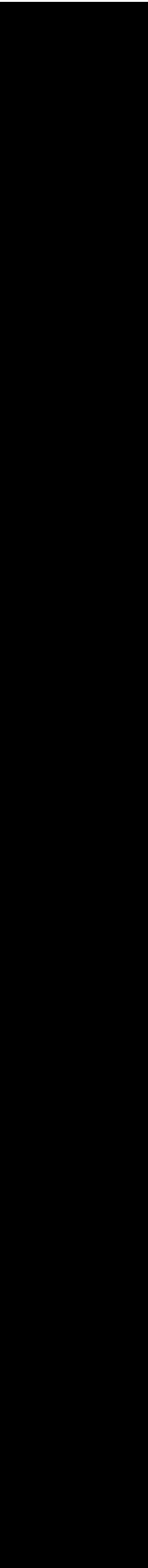


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1 5. Defendants waive: (a) any right to seek judicial review or otherwise
2 challenge or contest the validity of this Order; (b) any claim that they may have
3 against the Commission, its employees, representatives or agents; (c) any claim
4 under the Equal Access to Justice Act, 28 U.S. C. ' 2412, amended by Pub. L.
5 104-21, 110 Stat. 847, 863-64 (1996); and (d) any right to attorneys= fees that may
6 arise under said provision of law. The Commission and Defendants shall each bear
7 their own costs and attorneys= fees incurred in this action.

8 6. Defendants neither admit nor deny any of the allegations in the
9 Complaint, except as specifically stated in this Order. Only for purposes of this
10 action, Defendants admit the facts necessary to establish jurisdiction.

11 7. This action and the relief awarded herein are in addition to, and not in
12 lieu of, other remedies as may be provided by law, including both civil and
13 criminal remedies.

14 8. Entry of this Order is in the public interest.

15 9. This Order resolves all issues between the Commission and the
16 Defendants raised in the Commission=s Complaint.

17 10. Defendants have entered into this Order freely and without coercion.
18 Defendants acknowledge that they have read the provisions of this Order,
19 understand them, and are prepared to abide by them.

20 ORDER

21 DEFINITIONS

22 For the purposes of this Order, the following definitions shall apply:

23 11. AAsset@ or AAssets@ means any legal or equitable interest in, right to,
24 or claim to any real, personal, or intellectual property of any Defendant, or held for
25 the benefit of any Defendant, wherever located, whether in the United States or
26 abroad, including, but not limited to, chattel, goods, instruments, equipment,
27 fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries,
28 shares of stock, commodities, futures, inventory, checks, notes, accounts, credits,

1 receivables (as those terms are defined in the Uniform Commercial Code), cash,
2 and trusts, including, but not limited to, any trust held for the benefit of any
3 Defendant, the Individual Defendant's minor children, if any, or the Individual
4 Defendant's spouse, if any, and shall include both existing assets and assets
5 acquired after the date of entry of this Order.

6 12. "Assisting others" includes, but is not limited to:

- 7 a. Performing customer service functions, including, but not
8 limited to, receiving or responding to consumer complaints;
- 9 b. Formulating or providing, or arranging for the formulation or
10 provision of, any advertising or marketing material, including,
11 but not limited to, any telephone sales script, direct mail
12 solicitation, or the design, text, or use of images of any Internet
13 website, email, or other electronic communication;
- 14 c. Formulating or providing, or arranging for the formulation or
15 provision of, any marketing support material or service,
16 including, but not limited to, web or Internet protocol addresses
17 or domain name registration for any Internet websites, affiliate
18 marketing services, or media placement services;
- 19 d. Providing names of, or assisting in the generation of, potential
20 customers;
- 21 e. Performing marketing, billing, or payment services of any kind;
22 and
- 23 f. Acting or serving as an owner, officer, director, manager, or
24 principal of any entity.

25 13. "Competent and reliable evidence" means tests, analyses, research,
26 studies, or other evidence based on the expertise of professionals in the relevant
27 area, that have been conducted and evaluated in an objective manner by individuals
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1 qualified to do so, using procedures generally accepted in the profession to yield
2 accurate and reliable results.

3 14. AConsumer@ means any natural person.

4 15. ACustomer@ means any person who has paid, or may be required to
5 pay, for products, services, plans, or programs offered for sale or sold by any other
6 person.

7 16. ADebt relief product or service@ means any product, service, plan, or
8 program represented, expressly or by implication, to renegotiate, settle, or in any
9 way alter the terms of payment or other terms of the debt or obligation, between a
10 person and one or more unsecured creditors or debt collectors, including, but not
11 limited to, a reduction in the balance, interest rate, or fees owed by a person to an
12 unsecured creditor or debt collector.

13 17. ADefendants@ means the Individual Defendant and all of the Corporate
14 Defendants, individually, collectively, or in any combination.

15 a. ACorporate Defendants@ means American Mortgage Consulting
16 Group, LLC, also d.b.a. American Mortgage Group and d.b.a.
17 American Mortgage Consulting; and Home Guardian
18 Management Solutions, LLC, also d.b.a. Home Guardian
19 Solutions, and their successors, assigns, affiliates, or
20 subsidiaries, and each of them by whatever names each might
21 be known.

22 b. AIndividual Defendant@ means Mark Nagy Atalla, also d.b.a.
23 Home Guardian Solutions, Home G Solutions Firm, and Home
24 G Solutions Group, and any other names by which he might be
25 known.

26 18. ADocument@ is synonymous in meaning and scope to the usage of the
27 terms in Rule 34(a) of the Federal Rules of Civil Procedure and includes writings,
28 drawings, graphs, charts, photographs, audio and video recordings, computer

1 records, and other data compilations from which the information can be obtained
2 and translated, if necessary, through detection devices into reasonably usable form.

3 A draft or non-identical copy is a separate copy within the meaning of the term.

4 19. A Federal homeowner relief or financial stability program[@] means any
5 program (including its sponsoring agencies, telephone numbers, and Internet
6 websites) operated or endorsed by the United States government to provide relief
7 to homeowners or stabilize the economy, including, but not limited to:

- 8 a. The Making Home Affordable Program;
- 9 b. The Financial Stability Plan;
- 10 c. The Troubled Asset Relief Program and any other program
11 sponsored or operated by the United States Department of
12 Treasury;
- 13 d. The HOPE for Homeowners Program, any program operated or
14 created pursuant to the Helping Families Save Their Homes
15 Act, and any other program sponsored or operated by the
16 Federal Housing Administration; and
- 17 e. Any program sponsored or operated by the United States
18 Department of Housing and Urban Development (AHUD[@]), the
19 HOPE NOW Alliance, the Homeownership Preservation
20 Foundation, or any other HUD-approved housing counseling
21 agency.

22 20. A financial institution[@] means any bank, savings and loan institution,
23 credit union, or any financial depository of any kind, including, but not limited to,
24 any brokerage house, trustee, broker-dealer, escrow agent, title company,
25 commodity trading company, or precious metal dealer.

26 21. A financial related product or service[@] means any product, service,
27 plan, or program represented, expressly or by implication, to:
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- a. Provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debt, or stored value cards;
- b. Improve, or arrange to improve, any consumer's credit records, credit history, or credit rating;
- c. 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;
- d. Provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving a loan or other extension of credit; or
- e. 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 any debt or obligation (other than a debt or obligation secured by a mortgage on a consumer's dwelling), including, but not limited to, a tax debt or obligation, between a consumer and one or more secured creditors, servicers, or debt collectors.

22. AMaterial fact@ means any fact that is likely to affect a person's choice of, or conduct regarding, goods or services.

23. AMortgage assistance relief service@ means any product, service, plan, or program, offered or provided to the consumer in exchange for consideration, that is represented, expressly or by implication, to assist or attempt to assist the consumer with any of the following:

- a. Stopping, preventing, or postponing any mortgage or deed of trust foreclosure sale for the consumer's dwelling, any

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1 **I. BAN ON MORTGAGE ASSISTANCE RELIEF PRODUCTS AND**
2 **SERVICES**

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

- 5 A. Advertising, marketing, promoting, offering for sale, or selling any
6 mortgage assistance relief product or service; and
7 B. Assisting others engaged in advertising, marketing, promoting,
8 offering for sale, or selling any mortgage assistance relief product or
9 service.

10 **II. BAN ON DEBT RELIEF PRODUCTS AND SERVICES**

11 **IT IS FURTHER ORDERED** that Defendants, whether acting directly or
12 through any other person, are permanently restrained and enjoined from:

- 13 A. Advertising, marketing, promoting, offering for sale, or selling any
14 debt relief product or service; and
15 B. Assisting others engaged in advertising, marketing, promoting,
16 offering for sale, or selling any debt relief product or service.

17 **III. PROHIBITED MISREPRESENTATIONS REGARDING FINANCIAL**
18 **RELATED PRODUCTS OR SERVICES**

19 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
20 servants, employees, and attorneys, and those persons or entities in active concert
21 or participation with any of them who receive actual notice of this Order by
22 personal service, facsimile transmission, email, or otherwise, whether acting
23 directly or through any corporation, subsidiary, division, or other device, in
24 connection with the advertising, marketing, promotion, offering for sale, or sale of
25 any financial related product or service, are permanently restrained and enjoined
26 from:

- 27 A. Misrepresenting, or assisting others in misrepresenting, expressly or
28 by implication, any material fact, including, but not limited to:

- 1 1. The terms or rates that are available for any loan or other
2 extension of credit, including, but not limited to:
 - 3 a. Closing costs or other fees;
 - 4 b. The payment schedule, the monthly payment amount(s),
5 or other payment terms, or whether there is a balloon
6 payment; interest rate(s), annual percentage rate(s), or
7 finance charge; the loan amount, the amount of credit, the
8 draw amount, or outstanding balance; the loan term, the
9 draw period, or maturity; or any other term of credit;
 - 10 c. The savings associated with the credit;
 - 11 d. The amount of cash to be disbursed to the borrower out
12 of the proceeds, or the amount of cash to be disbursed on
13 behalf of the borrower to any third parties;
 - 14 e. Whether the payment of the minimum amount specified
15 each month covers both interest and principal, and
16 whether the credit has or can result in negative
17 amortization;
 - 18 f. That the credit does not have a prepayment penalty or
19 that no prepayment penalty and/or other fees or costs will
20 be incurred if the consumer subsequently refinances;
21 and
 - 22 g. That the interest rate(s) or annual percentage rate(s) are
23 fixed rather than adjustable or adjustable rather than
24 fixed;
- 25 2. Any person's ability to improve or otherwise affect a
26 consumer's credit record, credit history, or credit rating or
27 ability to obtain credit;

1 3. That any person can improve any consumer's credit record,
2 credit history, or credit rating by permanently removing
3 negative information from the consumer's credit record, credit
4 history, or credit rating, even where such information is
5 accurate and not obsolete; and

6 4. That a consumer will receive legal representation; and

7 **B.** Advertising or assisting others in advertising credit terms other than
8 those terms that actually are or will be arranged or offered by a
9 creditor or lender.

10 **IV. PROHIBITED MISREPRESENTATIONS REGARDING ANY**
11 **PRODUCT OR SERVICE**

12 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
13 servants, employees, and attorneys, and those persons or entities in active concert
14 or participation with any of them who receive actual notice of this Order by
15 personal service, facsimile transmission, email, or otherwise, whether acting
16 directly or through any corporation, subsidiary, division, or other device, in
17 connection with the advertisement, activities, sin

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1 homeowner relief or financial stability program; public, nonprofit, or
2 other noncommercial program; or any other program;

3 C. The total costs to purchase, receive, or use, or the quantity of, the
4 product or service;

5 D. Any material restriction, limitation, or condition on purchasing,
6 receiving, or using the product or service; and

7 E. Any material aspect of the performance, efficacy, nature, or
8 characteristics of the product or service.

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10 **V. SUBSTANTIATION FOR BENEFIT, PERFORMANCE, AND**
11 **EFFICACY CLAIMS**

12 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,
13 servants, employees, and attorneys, and those persons or entities in active concert
14 or participation with any of them who receive actual notice of this Order by
15 personal service, facsimile transmission, email, or otherwise, whether acting
16 directly or through any corporation, s

1 full price to be paid, and, with respect to the Bentley, the payoff
2 amount to Wells Fargo Dealer Services;

- 3 2. obtain the Receiver's approval prior to completion of the sale;
- 4 3. with respect to the office furniture and equipment, turn over the
5 entire proceeds of the sale to the Receiver; and
- 6 4. with respect to the 2005 Bentley, turn over to the Receiver any
7 proceeds in excess of the amount owed and paid to Wells Fargo
8 Dealer Services.

9 G. Neither the Receiver nor any Defendant shall be required to seek or
10 obtain any further court order or approval with respect to the sale of
11 these assets. All proceeds recovered under the sales, net of reasonable
12 fees and expenses (including reasonable Receiver's and attorneys' fees
13 and expenses) incurred in connection with the sales and any other
14 liabilities required to be paid consistent with the terms of such sales,
15 shall be treated in the manner described below in this Section VII.
16 Proceeds from the Receiver's and the Defendants' sales of these assets
17 shall be paid to the Commission pursuant to this Order, and shall be
18 credited against the amount of the judgment owed by all Defendants
19 as set forth in Paragraph VII.A, *provided*, that the Receiver may
20 deduct and pay therefrom all Receivership administrative expenses
21 and its costs and fees, including attorneys' fees and costs, as approved
22 by the Court.

23 H. The Commission's agreement to the suspension of part of the
24 judgment is expressly premised upon the truthfulness, accuracy, and
25 completeness of Defendants' sworn financial statements and related
26 documents (collectively, financial representations) submitted to the
27 Commission, namely:

1. the Financial Statement of Individual Defendant Mark Nagy Atalla signed on November 21, 2012;
2. the Financial Statements of Corporate Defendants American Mortgage Consulting Group, LLC, and Home Guardian Management Solutions, LLC, signed by Defendant Mark Nagy Atalla on November 21, 2012; and
3. the additional documentation, revising and supplementing the prior Financial Statements, signed by Defendant Mark Nagy Atalla on January 18, 2013.

- I. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds (1) 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 representations identified above, or (2) that Defendant is in default on any obligation under this Section VII.
- J. If the suspension of the judgment is lifted, the judgment becomes immediately due in the amount specified in Paragraph 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.
- K. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission 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 Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining

1 money for such other equitable relief (including consumer information
2 remedies) as it determines to be reasonably related to Defendants=
3 practices alleged in the Complaint. Any money not used for such
4 equitable relief is to be deposited to the U.S. Treasury as
5 disgorgement. Defendants have no right to challenge any actions the
6 Commission or its representatives may take pursuant to this
7 Paragraph.

8 L. Defendants relinquish dominion and all legal and equitable right, title,
9 and interest in all assets transferred pursuant to this Order and may not
10 seek the return of any assets.

11 M. The facts alleged in the Complain
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1 permanently restrained and enjoined from attempting to collect, collecting, or
2 assigning any right to collect payment from any consumer who purchased or
3 agreed to purchase any Defendant-s mortgage assistance relief service.

4 **IX. RECEIVERSHIP**

5 **IT IS FURTHER ORDERED** that the appointment of Robb Evans &
6 Associates, LLC, as Receiver over the Corporate Defendants, pursuant to the
7 Temporary Restraining Order entered on September 18, 2012, and the Preliminary
8 Injunction entered on October 1, 2012, is continued in full force and effect except
9 as modified by this Section. The Receiver shall complete liquidation of all assets
10 of the Receivership Estate, including all assets of the Corporate Defendants. Upon
11 liquidation of the assets of the Receivership Estate, including assets of the
12 Corporate Defendants, the Receiver shall submit its final report and application for
13 fees and expenses, and upon approval of j -0.0 DTw -15.5s1,0007 Tc 16.21 0 Td (j5)Tj 0 Tw T*

1 **XI. ORDER ACKNOWLEDGMENTS**

2 **IT IS FURTHER ORDERED** that Defendants obtain acknowledgments of
3 receipt of this Order:

4 A.

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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 products and services offered, the means of advertising, marketing, and sales, and th

1 directly or indirectly controls that may affect compliance
2 obligations arising under this Order, including: creation,
3 merger, sale, or dissolution of the entity or any subsidiary,
4 parent, or affiliate that engages in any acts or practices subject
5 to this Order;

6 2. Additionally, Individual Defendant must report any change in:
7 (a) name, including aliases or fictitious names, or residence
8 address; or (b) title or role in any business activity, including
9 any business for which such Defendant performs services
10 whether as an employee or otherwise and any entity in which
11 such Defendant has an ownership interest, and identify its
12 name, physical address, and Internet address, if any;

13 C. Each Defendant must submit to the Commission notice of the filing of
14 any bankruptcy petition, insolvency proceeding, or any similar
15 proceeding by or against such Defendant within fourteen (14) days of
16 its filing;

17 D. Any submission to the Commission required by this Order to be
18 sworn to under penalty of perjury must be true and accurate and
19 comply with 28 U.S.C. ' 1746, such as by concluding: AI declare
20 under penalty of perjury under the laws of the United States of
21 America that the foregoing is true and correct. Executed on: ___@ and
22 supplying the date, signatory=s full name, title (if applicable), and
23 signature; and

24 E. Unless otherwise directed by a Commission representative in writing,
25 all submissions to the Commission pursuant to this Order must be
26 emailed to Debrief@ftc.gov or sent by overnight courier (not U.S.
27 Postal Service) to: Associate Director for Enforcement, Bureau of
28 Consumer Protection, Federal Trade Commission, 600 Pennsylvania

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1 **XV. RETENTION OF JURISDICTION**

2 **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this
3 matter for all purposes of construction, modification, and enforcement of this
4 Order.

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6 DATED: September 18, 2013



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The Honorable David O. Carter
United States District Judge