



1                                   **I.        FINDINGS OF FACT AND CONCLUSIONS OF LAW**  
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3                    Plaintiff Federal Trade Commission (“FTC”) has filed a Complaint seeking a  
4 permanent injunction and other relief pursuant to Section 13(b) of the Federal Trade  
5 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and now seeks a preliminary  
6 injunction. This Court has considered the pleadings, exhibits, memoranda, and  
7 declarations, and now finds and concludes that:

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9                    A. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331,  
10                    1337(a) and 1245, and 15 U.S.C. §§ 45(a) and 53(b), and there is good  
11                    cause to believe that it will have jurisdiction over all the parties hereto.  
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13                    B. Venue in the Central District of California is proper under 15 U.S.C. §  
14                    53(b) and 28 U.S.C. § 1391(b) and (c).  
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16                    C. There is good cause to believe that Defendants Federal Loan Modification  
17                    Center, LLP, Anz & Associates, PLC, LegalTurn, Inc., a.k.a. Legal Turn  
18                    Inc., Federal Loan Modification, LLC, Nabile “Bill” Anz, Boaz Minitzer  
19                    and Jeffrey Broughton might be engaging in, and may continue to engage  
20                    in, practices that violate Section 5 of the FTC Act, 15 U.S.C. § 15.  
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22                    D. There is good cause to be  
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1 E. A preliminary injunction freezing certain of the assets of the Corporate  
2 Defendants (as defined in this Preliminary Injunction) and granting other  
3 equitable relief is in the public interest.  
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## 5 II. DEFINITIONS

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7 For the purposes of this Preliminary Injunction, the following definitions shall  
8 apply:  
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10 A. "Plaintiff" or "FTC" means the Federal Trade Commission.  
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12 B. "Defendants" means: (1) Federal Loan Modification Law Center, LLP; (2)  
13 Anz & Associates, PLC; (3) LegalTurn, Inc., a.k.a. Legal Turn, Inc.; (4)  
14 Federal Loan Modification, LLC; (5) Nabile "Bill" Anz; (6) Boaz  
15 Minitzer; and (7) Jeffrey Broughton.  
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17 C. "Corporate Defendants" means: (1) Federal Loan Modification Law  
18 Center, LLP; (2) Anz & Associates, PLC; (3) LegalTurn, Inc., a.k.a. Legal Turn, Inc.; (4) Federal Loan Modification, LLC; (5) Nabile "Bill" Anz; (6) Boaz Minitzer; and (7) Jeffrey Broughton.  
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(5) obtain any forbearance from any beneficiary or mortgagee; (6) obtain a loan or advance of funds that is connected to the consumer's home

1 recordings, computer records, and any other data compilations from which  
2 information can be obtained. A draft or non-identical copy is a separate  
3 document within the meaning of the term.  
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### 5 **III. PRELIMINARY INJUNCTION**

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7 PENDING TRIAL, Defendants, and each of them, and their agents, servants,  
8 employees and attorneys and all those in active concert and preparation with any of  
9 them, ARE HEREBY RESTRAINED AND ENJOINED from:  
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11 A. Outside the ordinary course of business, transferring, selling, alienating,  
12 liquidating, encumbering, pledging, leasing, loaning, assigning,  
13 concealing, dissipating, converting, withdrawing, or otherwise disposing,  
14 of any assets of Corporate Defendants, wherever located, including assets  
15 held outside the United States, or incurring charges or cash advances on  
16 any credit or debit card issued in the name of the Corporate Defendants.  
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1 representing, guaranteeing, or estimating, the likelihood, expressly or by  
2 implication, that any of the Defendants or any other person will:

- 3  
4 1. obtain a modification of any term of a consumer's home loan, deed  
5 of trust, or mortgage, including any recapitalization or reinstatement  
6 agreement;
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8 2. obtain a pre-foreclosure sale, short sale, or deed-in-lieu of  
9 foreclosure;
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11 3. stop, prevent, or postpone any home mortgage foreclosure sale;
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13 4. save any consumer's residence from foreclosure;
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15 5. obtain or arrange lower or affordable monthly mortgage payments  
16 for any consumer;
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18 6. obtain or arrange lower interest rates on any home loan, deed of  
19 trust, or mortgage for any consumer; or
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21 7. negotiate the terms that any beneficiary, mortgagor, or other home-  
22 loan holder will or is likely to offer or accept to cure any  
23 delinquency or default on, or to reinstate, any mortgage, deed of  
24 trust, or other home loan.

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1           Housing Administration, or the Department of the Treasury.

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3           F. Destroying, erasing, mutilating, concealing, altering, transferring, or  
4           otherwise disposing of, in any manner, directly or indirectly, any  
5           documents or records that relate to the business practices, or business or  
6           personal finances, of any of the Defendants, or other entity directly or  
7           indirectly under the control of any of the Defendants.

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9           G. Failing to create and maintain books, records, and accounts which, in  
10           reasonable detail, accurately, fairly, and completely reflect the incomes,  
11           assets, disbursements, transactions and use of monies by any of the  
12           Defendants or other entity directly or indirectly under the control of any of  
13           the Defendants.

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15           H. Selling, renting, leasing, transferring, or otherwise disclosing the name,  
16           address, telephone number, credit card number, bank account number, e-  
17           mail address, or other identifying information of any  
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J. Refusing to refund any fees paid by a customer if a mortgage loan modification is not obtained or a foreclosure relief service is not performed.

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