

1 Commission Act (“FTC Act”), 15 U.S.C. § 53(b) to obtain preliminary and
2 permanent injunctive relief, rescission or reformation of contracts, restitution,
3 disgorgement of ill-gotten gains, and other equitable relief against Defendants for
4 engaging in deceptive acts or practices in connection with the advertising,
5 marketing, offering for sale, and sale of mortgage foreclosure rescue services in
6 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

7 2. The FTC brings this action against Defendant Rosa Esquer (the
8 “Fraudulent Transfer Defendant”) under the Federal Debt Collection Procedure
9 Act, 28 U.S.C. §§ 3001 *et seq.*, to avoid the fraudulent transfer of real property
10 from Defendant Jose Mario Esquer to the Fraudulent Transfer Defendant. The
11 avoidance of this transfer is necessary in the interests of justice to secure funds for
12 redress or disgorgement.

13 JURISDICTION AND VENUE

14 3. This Court has subject matter jurisdiction pursuant to 15 U.S.C. §§
15 45(a) and 53(b), and 28 U.S.C. §§ 1331, 1337(a), 1345, and §§ 3001 *et seq.*

16 4. Venue in the United States District Court for the Central District of
17 California is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).

18 PLAINTIFF

19 5. Plaintiff **FTC** is an independent agency of the United States
20 Government created by statute. 15 U.S.C. §§ 41-58, as amended. The
21 Commission is charged with, *inter alia*, enforcement of Section 5(a) of the FTC
22 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or
23 affecting commerce. The Commission is authorized to initiate federal district court
24 proceedings, by its own attorneys, to enjoin violations of the FTC Act, and to
25 secure such equitable relief, including restitution for injured consumers and the
26 disgorgement of ill-gotten gains, as may be appropriate in each case. 15 U.S.C. §
27 53(b).

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1 your payments or make a single reduced payment. And
2 up to six months from today. We will look for the best
3 option your bank or collections company can offer you.
4 Thousands have already qualified to reduce their
5 payment. Call today! 1-888-350-3344. Write it down!
6 1-888-350-3344. 1-888-350-3344. 1-888-350-3344.
7 Soluciones Dinámicas. An option for each situation.
8 Experience and professionalism guarantee your
9 tranquility.

6 One of Dinamica's magazine advertisements (translated from Spanish into
7 English) states:

8 Behind on your house payments?
9 We can help, call today
10 Consultation without commitment

11 Dinamica Financiera, LLC
12 "A solution to every situation"

13 Call free
14 1-888-350-3344
15 562-923-6408

14 15. Consumers who call Defendants' phone numbers are typically
15 advised to come into Defendants' office for a consultation.

16 16. During in-person sales consultations, Defendants promise to save
17 consumers' homes from foreclosure.

18 17. During in-person consultations, Defendants promise to obtain
19 mortgage loan modifications, typically resulting in reduced mortgage payments.

20 18. Defendants charge consumers an up-front fee equivalent to each
21 consumer's monthly mortgage payment for their services. These payments are
22 typically in the thousands of dollars.

23 19. Since January 2006, consumers have paid Defendants at least \$3.3
24 million for their services.

25 20. In numerous instances, foreclosure proceedings are initiated against
26 consumers' homes after consumers hire Defendants.

27 21. In numerous instances, consumers' homes are scheduled to be sold at
28 trustees' sales after consumers hire Defendants.

1 22. In numerous instances, consumers who retain Defendants’ services
2 ultimately lose their homes. Other consumers save their homes only through their
3 own efforts and not because of any service provided by Defendants.

4 23. Defendants do not stop foreclosure in all or virtually all instances.

5 24. Defendants do not obtain mortgage loan modifications in all or
6 virtually all instances.

7 **DEFENDANT JOSE MARIO ESQUER’S FRAUDULENT TRANSFER**

8 25. On or about August 30, 2008, Defendant Jose Mario Esquer and
9 Fraudulent Transfer Defendant Rosa Esquer transferred real property located in
10 South Gate, California (ID#1)¹ from “Jose Mario Esquer and Rosa Esquer,
11 husband and wife, as joint tenants” to “Rosa Esquer, a married woman as her sole
12 and separate property.” The transfer was a gift, with the grantor having received
13 nothing in return.

14 26. This transfer was made:

- 15 a. with an actual intent to hinder, delay, or defraud a creditor; or
16 b. without receiving a reasonably equivalent value in exchange for the
17 transfer or obligation, and

- 18 i. Jose Mario Esquer was engaged or was about to engage in a
19 business or a transaction for which his remaining assets were
20 unreasonably small in relation to the business or transaction; or
21 ii. Jose Mario Esquer intended to incur, or believed or reasonably
22 should have believed that he would incur, debts beyond his
23 ability to pay as they became due.

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25 ¹This address has been redacted pursuant to Local Rule 79-5.4. The relevant
26 personal identifiers are listed in the “Personal Data Identifiers Reference List,”
27 filed concurrently herewith under request for permanent seal.
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1 **VIOLATIONS OF SECTION 5 OF THE FTC ACT**

2 27. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits unfair or
3 deceptive acts and practices in or affecting commerce.

4 28. Misrepresentations or omissions of material fact constitute deceptive
5 acts or practices pursuant to Section 5(a) of the FTC Act.

6 Count 1

7 29. In numerous instances, Defendants have represented to consumers,
8 expressly or by implication, that Defendants will obtain a mortgage loan
9 modification or stop foreclosure in all or virtually all instances.

10 30. In truth and in fact, Defendants do not obtain a mortgage loan
11 modification or stop foreclosure in all or virtually all instances.

12 31. Therefore, Defendants’ representations as set forth in Paragraph 29
13 are false and misleading and constitute deceptive acts or practices in violation of
14 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

15 **VIOLATIONS OF THE FEDERAL DEBT**

16 **COLLECTION PROCEDURE ACT**

17 Count 2

18 32. Defendant Jose Mario Esquer transferred real property to Fraudulent
19 Transfer Defendant Rosa Esquer.

20 33. This transfer was made:

21 a. with actual intent to hinder, delay, or defraud a creditor, in
22 violation of Section § 3304(b)(1)(A) of the Federal Debt Collection
23 Procedure Act (“FDCPA”); or

24 b. without receiving a reasonably equivalent value in exchange
25 for this transfer and (i) Jose Mario Esquer was engaged or was about to
26 engage in a business or a transaction for which his remaining assets were
27 unreasonably small in relation to the business or transaction; or (ii) Jose
28 Mario Esquer intended to incur, or believed or reasonably should have

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1 consumers resulting from the Defendants' violations of the FTC Act, including,
2 but not limited to, rescission or reformation of contracts, the refund of monies
3 paid, and the disgorgement of ill-gotten gains;

4 4. Award such relief against Fraudulent Transfer Defendant Rosa Esquer
5 as the Court finds necessary to secure funds for final relief, including an order
6 setting aside the transfer of real property to the Fraudulent Transfer Defendant;
7 and

8 5. Award Plaintiff the costs of bringing this action, as well as such other
9 and additional equitable relief as the Court may determine to be just and proper.

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11 Dated: May 19, 2009

Respectfully Submitted,

12 DAVID C. SHONKA
13 Acting General Counsel

14
15 /s/ Stacy R. Procter
16 STACY R. PROCTER
MARICELA SEGURA
JENNIFER M. BRENNAN

17 Attorneys for Plaintiff
18 Federal Trade Commission
19 10877 Wilshire Blvd., Suite 700
20 Los Angeles, CA 90024
21 Telephone: (310) 824-4343
22 Facsimile: (310) 824-4380
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