

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Case No.: 8:09-cv-547-T-23TBM

HOME ASSURE, LLC, et al.,

Defendants.

**STIPULATED PERMANENT INJUNCTION AND ORDER FOR OTHER
EQUITABLE RELIEF AGAINST DEFENDANT BRIAN BLANCHARD**

Plaintiff, the Federal Trade Commission (“FTC” or “Commission”), commenced this action on March 24, 2009 by filing its Complaint for injunctive and other equitable relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), charging that Defendants Home Assure, LLC, B Home Associates, LLC, d/b/a Expert Foreclosure, Michael Grieco, Michael Trimarco, Nicolas Molina, and Brian Blanchard engaged in deceptive acts or practices in violation of Section 5(a) of the FTC Act.

Plaintiff FTC and Defendant Brian Blanchard (“Blanchard”) have agreed to the entry by this Court of this Stipulated Final Judgment and Order for Permanent Injunction (“Order”) to resolve all matters of dispute between them in this action.

NOW, THEREFORE, Plaintiff FTC and Defendant Blanchard having requested the Court to enter this Order (Doc. 139),

The motion (Doc. 139) is **GRANTED** and **IT IS HEREBY ORDERED** as follows:

10. This Order is for settlement purposes only, and does not constitute and shall not be interpreted to constitute an admission by Defendant Blanchard or a finding that the law has been violated as alleged in the Complaint, or that the facts alleged in the Complaint, other than jurisdictional facts, are true.

DEFINITIONS

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

1. **“Asset” or “assets”** means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to, chattels, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, premises, mail or other deliveries, shares of stock, lists of consumer names, inventory, checks, notes, accounts, credits, receivables, funds, and all cash, wherever located, and shall include both existing assets and assets acquired after the date of entry of this Order.

2. **“Assisting others”** means knowingly providing any of the following goods or services to another business venture: (A) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (B) formulating or providing, or arranging for the formulation or provision of, any marketing material; (C) providing names of, or assisting in the generation of, potential customers; (D) hiring, recruiting, or training personnel; (E) advising or acting as a consultant to others on the commencement or management of a business venture; or (F) performing marketing services of any kind.

3. **“Individual Defendants”** means Brian Blanchard, Michael Grieco, Michael Trimarco, and Nicolas Molina.

4. **“Corporate Defendants”** means the Defendants Home Assure, LLC, and B Home Associates, LLC, doing business as Expert Foreclosure, and their successors and assigns.

5. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

6. **“Receivership Defendants”** means the Corporate Defendants and any entity or name through which they do business.

7. **“Temporary Receiver”** means Robb Evans and Associates, LLC, 11450 Sheldon Street, Sun Valley, CA 91352-1121, as Temporary Receiver for the Receivership Defendants, with the full powers of an equity receiver over the Receivership Defendants as the Court ordered in the April 16, 2009 Order.

8. **“Document”** is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a), and includes both documents and electronically stored information, including, but not limited to, writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term “document.”

9. **“Financial institution”** means any bank, savings and loan institution, credit union, financial institution, brokerage house, escrow agent, money market or mutual fund, telephone or other common carrier, storage company, trustee or any other person, partnership, corporation, or other legal entity maintaining or having control of any

records, accounts, or other assets, owned directly or indirectly, of record or beneficially, by any Defendant, including accounts or other assets which any Defendant may control by virtue of being a signatory on said accounts.

10. **“Mortgage loan modification or foreclosure relief service”**

11. “**Material**” means likely to affect a person’s choice of, or conduct regarding, goods or services.

12. “**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.

13. The terms “**and**” and “**or**” shall be construed conjunctively or disjunctively as necessary, and to make the applicable phrase or sentence inclusive rather than exclusive.

ORDER

I. PROHIBITED BUSINESS ACTIVITIES

IT IS HEREBY ORDERED that Defendant Blanchard and his officers, agents, employees, and corporations, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division or other device, including, but not limited to, fictitious business names, are hereby permanently restrained and enjoined from:

A. Making, or assisting in the making of, expressly or by implication, any false or misleading statement or representation of material fact in connection with the advertising, marketing, promoting, offering for sale, or sale of any mortgage loan modification or foreclosure relief service, including but not limited to, any false or misleading representation:

1. that any home mortgage foreclosure can or will be stopped, postponed, or prevented;
2. that any Defendant or any other person will save any consumer's residence from foreclosure;
3. the terms of any refund or guarantee of any Defendant or any other person, 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 granted to the consumer;
4. the likelihood that a consumer will receive a full or partial refund if a home mortgage foreclosure is not stopped, postponed, or prevented; or
5. any fact material to a consumer's decision to purchase any mortgage loan modification or foreclosure relief service; and

B. Making, or assisting in the making of, expressly or by implication, any false or misleading statement or representation of material fact in connection with the advertising, marketing, promoting, offering for sale, or sale of any good or service, including but not limited to, any false or misleading representation about the performance; efficacy; nature; cost; conditions or restrictions on purchase, use, or return; or any other material aspect, feature, or characteristic of the product or service or other material fact represented in connection with the offer of such product or service.

identifying information, or any data that enables access to a customer's account
(including a credit card, bank account, mortgage account, or other financial account), of

VI. PRIOR RECEIVERSHIP POWERS

IT IS FURTHER ORDERED that, to the extent they are not inconsistent with this Order, all powers granted to the Temporary Receiver pursuant to the Order entered April 16, 2009, shall remain in full force and effect, as amended by the Court's order dated October 1, 2009.

VII. COOPERATION WITH TEMPORARY RECEIVER

IT IS FURTHER ORDERED that, so long as the Receivership remains in effect, Defendants shall cooperate fully with the Temporary Receiver in: (a) pursuing any and all claims by the Receivership against third parties; (b) assisting the Temporary Receiver in defending any and all actions or claims brought against the Receivership by third parties; and (c) executing any documents necessary to transfer assets or ownership interests to the Temporary Receiver pursuant to the terms of this Order.

VIII. BANKRUPTCY PROVISIONS FOR MONETARY RELIEF SECTION OF ORDER

A. Defendant Blanchard relinquishes all dominion, control, and title to any funds paid to the fullest extent permitted by law. Defendant Blanchard shall make no claim to or demand for return of such funds, directly or indirectly, through counsel or otherwise.

B. Defendant Blanchard agrees that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order, including but not limited to a nondischargeability complaint in any bankruptcy case. Defendant Blanchard further

controlled in whole or in part by Defendant Blanchard, without the necessity of identification or prior notice; and

C. Defendant Blanchard shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

Provided however, that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

X. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Order:
1. Defendant Blanchard shall notify the Commission of the following:
 - a. Any changes in his residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
 - b. Any changes in his employment status (including self-employment), and any change in his ownership in any business entity within ten (10) days of the date of such change. Such notice shall include the name and address of each business that Defendant Blanchard is

- affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant Blanchard's duties and responsibilities in connection with the business or employment; and
- c. Any changes in Defendant Blanchard's name or use of any aliases or fictitious names within ten (10) days of the date of such change;
2. Defendant Blanchard shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that Defendant Blanchard directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided that*, with respect to any such change in the business entity about which Defendant Blanchard learns less than thirty (30) days prior to the date such action is to take place, Defendant Blanchard shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of five (5) years, Defendant Blanchard shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of

perjury, setting forth in detail the manner and form in which he has complied and is complying with this Order. This report shall include, but not be limited to, Defendant Blanchard's:

1. then-current residence address, mailing addresses, and telephone numbers;
2. then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that Defendant Blanchard is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant Blanchard's duties and responsibilities in connection with the business or employment;
3. Any other changes required to be reported under Subsection A of this Section; and
4. A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titl

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job ti

STIPULATED AND AGREED TO BY:

PLAINTIFF:

WILLARD K. TOM
General Counsel
LEONARD L. GORDON
Director, Northeast Region

FEDERAL TRADE COMMISSION:

DATED: _____

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DEFENDANT:

DATED: _____ Brian

Blanchard, Individually

ORDERED in Tampa, Florida, on November 24, 2009.

