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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL TRADE COMMISSION,
Plaintiff,
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1 television, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book
2 insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit
3 card, point of purchase display, film, slide, audio program transmitted over a
4 telephone system, telemarketing script, on-hold script, upsell script, training
5 materials provided to telemarketing firms, program-length commercial
6 (“infomercial”), the Internet, cellular network, or any other medium. Promotional
7 materials and items and Web pages are included in the term.

8 3. **“Consumer-specific commercial communication”** means a
9 commercial communication that occurs prior to the consumer agreeing to permit
10 the provider to seek offers of mortgage assistance relief on behalf of the consumer,
11 or otherwise agreeing to use the mortgage assistance relief service, and that is
12 directed at a specific consumer.

13 4. **“Defendants”** means the Corporate Defendants and the Individual
14 Defendants, individually, collectively, or in any combination, and each of them by
15 whatever names each might be known.

16 5. **“Document”** and **“Electronically Stored Information”** are
17 synonymous in meaning and equal in scope to the usage of the terms in Rule 34(a)
18 of the Federal Rule of Civil Procedure and include but are not limited to:

19 a) The original or a true copy of any written, typed, printed,
20 electronically stored, transcribed, taped, recorded, filmed,
21 punched, or graphic matter or other data compilations of any
22 kind, including, but not limited to, letters, email or other
23 correspondence, messages, memoranda, interoffice
24 communications, notes, reports, summaries, manuals, magnetic
25 tapes or discs, tabulations, books, records, checks, invoices,
26 work papers, journals, ledgers, statements, returns, reports,
27 schedules, or files; and
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1 b) Any electronically stored information stored on any server,
2 Blackberrys or any type of mobile device, flash drives, personal
3 digital assistants (“PDAs”), desktop personal computer and
4 workstations, laptops, notebooks, and other portable computers,
5 or other electronic storage media, whether assigned to
6 individuals or in pools of computers available for shared use, or
7 personally owned but used for work-related purposes; backup
8 disks and tapes, archive disks and tapes, and other forms of
9 offline storage, whether stored onsite with the computer used to
10 generate them, stored offsite in another company facility, or
11 stored, hosted, or otherwise maintained offsite by a third-party;
12 and computers and related offline storage used by Defendants
13 or Defendants’ participating associates, which may include
14 persons who are not employees of the company or who do not
15 work on company premises.

16 6. **“Individual Defendants”** means Defendants Christian D. Quezada,
17 Mireya Duenas, and Gabriel Drews Stewart, by those names, and any other names
18 by which they might be known.

19 7. **“Mortgage Assistance Relief Service”** means any service, plan, or
20 program, offered or provided to the consumer in exchange for consideration, that is
21 represented expressly or by implication, to assist or attempt to assist the consumer
22 with any of the following:

23 a) stopping, preventing, or postponing any mortgage or deed of
24 trust foreclosure sale for the consumer’s dwelling, any
25 repossession of the consumer’s dwelling, or otherwise saving
26 the consumer’s dwelling from foreclosure or repossession;
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- 1 b) negotiating, obtaining, or arranging a modification of any term
- 2 of a dwelling loan, including a reduction in the amount of
- 3 interest, principal balance, monthly payments, or fees;
- 4 c) obtaining any forbearance or modification in the timing of
- 5 payments from any dwelling loan holder or servicer on any
- 6 dwelling loan;
- 7 d) negotiating, obtaining, or arranging any extension of the period
- 8 of time within which the consumer may (i) cure his or her
- 9 default on a dwelling loan, (ii) reinstate his or her dwelling
- 10 loan, (iii) redeem a dwelling, or (iv) exercise any right to
- 11 reinstate a dwelling loan or redeem a dwelling;
- 12 e) obtaining any waiver of an acceleration clause or balloon
- 13 payment contained in any promissory note or contract secured
- 14 by any dwelling; or
- 15 f) negotiating, obtaining, or arranging (i) a short sale of a
- 16 dwelling, (ii) a deed-in-lieu of foreclosure, (iii) or any other
- 17 disposition of a dwelling loan other than a sale to a third party
- 18 that is not the dwelling loan holder.

19 The foregoing shall include any manner of claimed assistance, including, but not
20 limited to, auditing or examining a consumer's mortgage or home loan application
21 and offering to provide or providing legal services.

22 8. **“Mortgage Assistance Relief Service Provider” or “Provider”**
23 means any person that provides, offers to provide, or arranges for others to
24 provide, any mortgage assistance relief service. This term does not include:

- 25 a) The dwelling loan holder, or any agent or contractor of such
- 26 individual or entity.
- 27 b) The servicer of a dwelling loan, or any agent or contractor of
- 28 such individual or entity.

1 **II.**

2 **DISCLOSURES REQUIRED BY AND REPRESENTATIONS**
3 **PROHIBITED BY REGULATION O (FORMERLY MARS RULE)**

4 **IT IS FURTHER ORDERED** that Defendants, their officers, agents,
5 servants, employees, and attorneys, and all other persons in active concert or
6 participation with any of them, who receive actual notice of this Order, whether
7 acting directly or indirectly, in connection with the telemarketing, advertising,
8 marketing, promotion, offering for sale, sale or performance of any Mortgage
9 Assistance Relief Service, are hereby preliminarily restrained and enjoined from
10 engaging in, or assisting others in engaging in, the following conduct:

- 11 A. Misrepresenting, expressly or by implication, any material aspect of
12 their services, in violation of 12 C.F.R. § 1015.3(b) & 16 C.F.R. §
13 322.3(b);
- 14 B. Representing, expressly or by implication, that a consumer cannot or
15 should not contact or communicate with his or her lender or servicer,
16 in violation of 12 C.F.R. § 1015.3(a) & 16 C.F.R. § 322.3(a);
- 17 C. Failing to make the following disclosure in all general and consumer-
18 specific commercial communications: “[Name of Company]” is not
19 associated with the government, and our service is not approved by
20 the government or your lender,” in violation of 12 C.F.R. §
21 1015.4(a)(1) and (b)(2) & 16 C.F.R. § 322.4(a)(1) and (b)(2);
- 22 D. In cases where the Mortgage Assistance Relief Service Provider has
23 represented, expressly or by implication, that consumers will receive
24 any service or result set forth in subparagraphs (b) through (f) of the
25 definition of Mortgage Assistance Relief Service herein, failing to
26 make the following disclosure in all general and consumer-specific
27 commercial communications: “Even if you accept this offer and use
28 our service, your lender may not agree to change your loan,” in

1 violation of 12 C.F.R. § 1015.4(a)(2) and (b)(3) & 16 C.F.R.
2 § 322.4(a)(2) and (b)(3);

3 E. Failing to make the following disclosure in all consumer-specific
4 commercial communications: “You may stop doing business with us
5 at any time. You may accept or reject the offer of mortgage assistance
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1 acting directly or indirectly, in connection with the telemarketing, advertising,
2 marketing, promotion, offering for sale, sale or performance of any Mortgage
3 Assistance Relief Service, are hereby preliminarily restrained and enjoined from
4 asking for or receiving payment of any fee or other consideration until a consumer
5 has executed a written agreement between the consumer and the consumer's loan
6 holder or servicer incorporating the offer of mortgage assistance relief obtained by
7 Defendants.

8 **IV.**

9 **FINANCIAL ACCOUNTING**

10 **IT IS FURTHER ORDERED** that within (7) business days after service of
11 this Order, each Defendant shall complete and deliver to the FTC a statement,
12 sworn under penalty of perjury, of all payments, transfers or assignments of funds,
13 assets, or property worth more than \$2,500 since July 7, 2014. The statement shall
14 identify each person to whom a transfer has been made and the total amount
15 transferred during that period. Such statement also shall include: (a) the
16 transferee's name, address and relationship; (b) the property transferred; (c) the
17 aggregate value; and (d) the transfer date; and (e) the type of transfer.

18 **V.**

19 **PRESERVATION OF RECORDS**

20 **IT IS FURTHER ORDERED** that Defendants, their officers, agents,
21 servants, employees, and attorneys, and all other persons in active concert or
22 participation with any of them, who receive actual notice of this Order, whether
23 acting directly or indirectly, in connection with the telemarketing, advertising,
24 marketing, promotion, offering for sale, sale or performance of any Mortgage
25 Assistance Relief Service, are hereby preliminarily restrained and enjoined from
26 destroying, erasing, mutilating, concealing, altering, transferring or otherwise
27 disposing of, in any manner, directly or indirectly, any documents or records that
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1 relate to the business practices, or business or personal finances, of Defendants, or
2 any entity directly or indirectly under the control of Defendants.

3 This Section specifically applies to, but is not limited to, all documents that
4 have been or are displayed on or have been or are accessible from any and all
5 Internet websites owned or controlled by any Defendant, including but not limited
6 to any of the websites with the following domain names: **www.uw-solutions.com;**
7 **www.2apply.net; www.npvreport.com.**

8 **VI.**

9 **PROHIBITION ON RELEASE OF**
10 **CUSTOMER INFORMATION OR CUSTOMERS LISTS**

11 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents,
12 directors, servants, employees, salespersons, and attorneys and all other persons in
13 active concert or participation with any of them, who receive actual notice of this
14 Order, whether acting directly or indirectly, in connection with the telemarketing,
15 advertising, marketing, promotion, offering for sale, sale or performance of any
16 Mortgage Assistance Relief Service, are hereby preliminarily restrained and
17 enjoined from selling, renting, leasing, transferring, or otherwise disclosing the
18 name, address, telephone number, credit card number, bank account number, email
19 address, social security number, or other identifying information of any person that
20 Defendants obtained prior to entry of this Order in connection with any Mortgage
21 Assistance Relief Service; provided that Defendants may disclose such identifying
22 information to a law enforcement agency or as required by any law, regulation, or
23 court order.

24 **VII.**

25 **DISTRIBUTION OF ORDER**

26 **IT IS FURTHER ORDERED** that the Individual Defendants shall
27 immediately provide a copy of this Order to each of their affiliates, franchises,
28 subsidiaries, divisions, successors, assigns, directors, officers, managing agents,

1 employees, representatives, and independent contractors and shall, within ten (10)
2 business days from the date of service of

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Aliso Viejo, CA 92656
Fax: (949) 421-3031
Email: mkushner@kushnercarlson.com; rparades@kushnercarlson.com

Defendants GDS Information Services, Inc. and Gabriel Drews Stewart
Dana Leigh Ozols, Esq.
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25650 Cross Creek Drive, Suite F
Yorba Linda, CA 92887
Fax: (949) 258-9332
Email: dana@ozolslaw.com

X.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes of construction, modification, and enforcement of this Order.

Dated this 21st day of August, 2014.

SO ORDERED:



Honorable Josephine L. Staton
United States District Judge