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

14
15

FEDERAL TRADE COMMISSION,

16 Plaintiff,

17
18 v.

19
20 SAMEER LAKHANY, *et al.*,

21 Defendants.
22

Case No. SACV12-00337 CJC (JPRx)

23
24
25 **MEMORANDUM OF POINTS AND**
26 **AUTHORITIES IN SUPPORT OF**
27 **PLAINTIFF'S MOTION TO FIND**
28

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Cases

1 **I. INTRODUCTION**

2 Brian Pacios (“Pacios” or “Contempt Defendant”) is violating this Court’s
3 order¹ banning him from participating in the mortgage industry and prohibiting
4 him from making misrepresentations about any product or service. Masquerading
5 as a government-affiliated loan modification provider, Pacios and his companies
6 tell consumers they need only submit a few trial mortgage payments to obtain a
7 loan modification. There are, however, no modifications, and consumers’
8 payments never reach their lenders. Pacios simply steals consumers’ loan
9 payments. As a result, consumers lose money, and in many instances, their homes.
10 Accordingly, the FTC seeks civil contempt sanctions against Pacios, including
11 compensatory relief for consumers victimized by Contempt Defendant’s fraudulent
12 scheme. The FTC further requests an opportunity to submit additional evidence of
13 the full amount consumers paid, before the Court determines the final amount of
14 consumer loss.²

15 **II. STATEMENT OF FACTS**

16 **A. The Original Action**

17 In the underlying case, the Court entered the Permanent Injunction on
18 February 28, 2013, resolving charges that Pacios violated the Mortgage Assistance
19 Relief Services Rule (“MARS Rule”), 12 C.F.R. Part 1015.³ Among other things,
20 the Permanent Injunction (1) bans Pacios from working on mortgage assistance
21

22
23 ¹ Permanent Injunction, *FTC v. Lakhany*, No. SACV12-337 (Feb. 28, 2013),
DE152 (“Permanent Injunction”).

24 ² The Court recently granted an *Ex Parte* Application for a Temporary
25 Restraining Order and Preliminary Injunction against Pacios and several other
26 defendants in the related matter *FTC v. Lake* (“the *Lake* Action”), SACV 15-
00585-CJC.

27 ³ First Am. Cmpl., *FTC v. Lakhany*, No. SACV12-337 (Mar. 22, 2012),
28 DE72 ¶18; Stip. for Perm. Inj., *FTC v. Lakhany*, No. SACV12-337, DE148 (Feb.
27, 2013).

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1 claims, however, are false: consumers do not receive the promised modifications,

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1 reach “HOPE Services” or “HAMP Services,” terms used by legitimate
2 government programs.¹²

3 Pacios and his associates also state that HOPE Services is a “nonprofit”¹³
4 that “works directly” with three government “agencies”: MHA, the Department of
5 Housing and Urban Development (“HUD”), and the Neighborhood Assistance
6 Corporation of America (“NACA”).¹⁴ When consumers ask for more information,
7 HOPE Services directs them to the real MHA, HUD, and NACA websites.¹⁵
8 Pacios told at least one consumer that he worked for NACA. Wofford ¶7.

1 Services’ good working relationship with the homeowner’s lender,¹⁶ Pacios and his
2 partners claim to have a high success rate.¹⁷

3 After the consumer submits preliminary paperwork, Pacios and his
4 associates provide “good news”— the homeowner has “met the initial guidelines
5 for some of the programs being offered right now.” They provide the homeowner
6 with an “eligibility number”¹⁸ and request additional documentation relevant to a
7 genuine loan modification, such as mortgage statements, payment records,
8 foreclosure paperwork, paystubs, and utility bills. Ostrum ¶49.

9 **b. Phase Two – HOPE Services Induces the First Payment**

10 In phase two, Pacios and his confederates inform the consumer that he has
11 been “approved” for a loan modification, and send the consumer purported

12 ~~ignifil5019 Tigh the v2146k, Pacios (and film) 64port-.0nyo6.1 who 1 Tc-.WTD9yD2(18 ho)]TJ1~~

1 Next, HOPE Services overnights to the consumer most of a partially
2 completed genuine MHA application (omitting only the page that warns of loan
3 modification frauds),²³ the new terms of the consumer’s modified loan, and a
4 payment schedule. Cannizzo ¶16:2; Robinson ¶7:2; Young ¶2:2; Wofford ¶12:2.
5 Critically, HOPE Services instructs the homeowner to send “certified funds
6 only”—either a cashier’s check or money order²⁴—by “FedEx or UPS Next Day
7 Air”²⁵ to a California address.²⁶

8 Perhaps the most ingenious aspect of the scam is HOPE Services’
9 instruction that the funds be payable to the lenders’ purported trust account.²⁷
10 Hope Services tells consumers that the name of the trust account is Trial Payment
11

12
13 ²³ Anyone can download the paperwork from the MHA website. *See*
14 [http://www.makinghomeaffordable.gov/get-started/request-](http://www.makinghomeaffordable.gov/get-started/request-modification/Documents/RMA_english_03.30.2012_static.pdf)
15 [modification/Documents/RMA_english_03.30.2012_static.pdf](http://www.makinghomeaffordable.gov/get-started/request-modification/Documents/RMA_english_03.30.2012_static.pdf) (viewed Mar. 8,
16 2015); Ostrum ¶181; Robinson ¶6:1; Huggins ¶5:2 (attaching pre-filled form);
17 Ostrum ¶80; Wofford ¶16 (“[Pacios] also told me not to worry about all of the
18 blank parts [in] the loan modification paperwork, because [Advocacy Department]
19 would fill those out for me based on his interview with me; all I needed to do was
20 sign my name to the documents.”).

21 ²⁴ These are more difficult for consumers to trace than personal checks.
22 Likewise, stop payment orders on cashier’s checks or money orders are difficult or
23 impossible. Ostrum ¶81.

24 ²⁵ Possibly an attempt by HOPE Services to evade detection by the Postal
25 Inspectors. Ostrum ¶82.

26 ²⁶ *See, e.g.*, Young ¶7:2; Cannizzo ¶16:2; Clemens ¶8:2; Huggins ¶5:3;
27 Robinson ¶7:3; Wilson ¶2:A; Wofford ¶12:4.

28 ²⁷ *See, e.g.*, Robinson ¶4 (“[Pacios] explained that the loan modification
process involved trial payments, which would be held in a trust account and
delivered to the lender after the modification was complete.”); Cannizzo ¶14 (“Jeff
[HOPE Services] told me that the payments would not be sent to Nationstar
immediately, but would instead go to a trust account, to make certain that
Nationstar did not take the money without accepting the modification.”); Harris ¶5
 (“[Pacios] told me that the reinstatement fee and trial payments would be held in
trust. If [Pacios] had not stated that the money would be held in trust, I would not
have continued to work with Hope Services.”). Ostrum ¶76 (“Every payment that
[the consumer] made does go into the trust account.”); *id.* at ¶257.

1 Processing²⁸ (or Trust Payment Center²⁹ or Retention Divisions)³⁰ “/” the name of
2 the consumer’s lender.³¹ For instance, Pacios told one consumer to stop paying
3 PNC’s loss mitigation department, and instead send her trial payment check to
4 “Trust Payment Center/PNC.” Wofford ¶13.

5 What consumers do not know is that “Trust Payment Center,” “Trial
6 Payment Processing,” and “Retention Divisions” are all registered fictitious
7 business names that belong to the corporate entities that do business as HOPE
8 Services.³² Under the revised U.C.C. § 3-110(d), many banks will cash a draft
9 payable to “Trust Payment Center/PNC” with only a signature from the FBN’s
10 registrant—in this case, HOPE Services.³³

11
12 ²⁸ Ostrum ¶79:30 at 365; Ferriero ¶7.

13 ²⁹ *See, e.g.*, Robinson ¶7; Harris ¶7; Wells Fargo ¶¶6, 12-14.

14 ³⁰ The scam used “Retention Divisions” in early 2014. *See* Huggins ¶5:3.
15 “Retention Divisions” apparently worked because lenders sometimes have “Home
16 Retention” departments that work with distressed homeowners.

17 ³¹ Clemens 1st ¶9:2 at 7; Cannizzo ¶15:2 at 12; Young ¶8:4 at 11. More
18 recently, HOPE Services has been directing consumers to make their checks
19 payable to “Trial Payment Processing” as a standalone entity. Ostrum ¶79:30 at
20 365; Ferriero ¶7. In phone conversations, however, HOPE Services makes clear
21 that Trial Payment Processing is the lender trust account. Ostrum ¶79:30 at 365.

22 ³² In California, county clerks assign FBNs based on “good faith filings,”
23 *i.e.*, filings substantiated with only a signature. Thus, one can obtain an FBN
24 without divulging the holder’s genuine address, or for a company that does not
25 exist. Furthermore, there is no statewide FBN database. Thus, even assuming an
26 FBN registration is legitimate, a victim must know to search for FBNs at the
27 county level—and which county—to locate the party authorized to use the FBN.

28 ³³ *See, e.g.*, Cal. Code § 3110(d) (“If an instrument payable to two or more
persons alternatively is ambiguous as to whether it is payable to the persons
alternatively, the instrument is payable to the persons alternatively.”); *Highland
Tank & Mfg. Co. v. First Union Nat’l Bank*, No. CV00596531, 2000 WL

1 **c. Phase Three – Keeping the Consumer on the Hook**

2 After Pacios and HOPE Services congratulate the consumer on his purported
3 MHA approval, they introduce the “Advocacy Department.”³⁴ The Advocacy
4 Department tells consumers that HOPE Services “referred your file to our office,”
5 ostensibly to help improve and finalize the consumer’s loan modification.³⁵
6 Advocacy Department tells consumers that it will communicate with their lenders,
7 and instructs them to forward all communications to Advocacy Department.³⁶ By
8 interposing itself between the homeowner and the lender, Advocacy Department
9 filters information that would make HOPE Services’ fraud obvious. For example,
10 when one consumer came home to find a foreclosure notice nailed to her door,
11 Lake wrote “[t]he case was probably given to the Attorney a couple of months ago
12 . . . so no need to worry about that at this time.” Harris ¶20:11.

13 Importantly, Advocacy Department reassures consumers that the
14 modification process is “moving forward,” which keeps consumers making
15 payments rather than questioning HOPE Services’ legitimacy. *See, e.g.*, Young ¶9;
16 Wofford ¶¶18-19; Clemens 3d ¶6:4 at 22. To substantiate that claim, Advocacy
17 Department submits complaints to miscellaneous public officials and government
18 agencies (that may or may not have anything to do with regulating the mortgage
19

20 ³⁴ Advocacy Department is the name most consumers hear, but it is also
21 sometimes called “Advocacy Division,” “Advocacy Program,” and “Advocacy
22 Agency.” Ostrum ¶20.

23 ³⁵ Ostrum ¶85:36; *see also id.* ¶86-37 (“[W]e submit the complaint to the
24 Congress and CFPB, and then we can forward that **to modify your loan through a
25 permanent modification.**”) (emphasis added).

26 ³⁶ *See, e.g.*, Wofford ¶20:7 at 46 (Lake’s capitalization); Harris ¶12:5 at 32.
27 Similarly, when asked who should respond to voicemails from Garcia’s lender,
28 Advocacy Department said: “[W]e’re going to take care of everything from now
on. Whatever call[s] you get, whatever documents you receive, they will all come
to our office.” Ostrum ¶86:37; Young ¶9 (“Advocacy Department responded to
my concerns about the modification by telling me that they were speaking to my
lender, and that I shouldn’t worry as they had completed many modifications.”).

1 industry).³⁷ The complaints are sloppy and vague, and it is unlikely that they
2 would finalize or improve upon any modification, let alone one that never
3 existed.³⁸

4 **d. Evidence of Falsity**

5 There is overwhelming evidence of the falsity of Pacios' and HOPE Services
6 claims. First, in investigating HOPE Services' claims, the FTC conducted
7 undercover calls with HOPE Services. During those calls, HOPE Services claimed
8 that MHA and a financial institution had approved the FTC's request for a loan
9 modification, despite the fact that both the person making the request and the
10 mortgage under consideration were fabricated. Second, consumers and their
11 lenders offer sworn testimony that consumer payments were neither given to the
12 lenders, nor returned to the consumers. Moreover, this testimony is supported by a
13 forensic accounting. Finally, the "agencies" with whom HOPE Services allegedly
14 works offer sworn testimony contradicting Pacios' and HOPE Services' claims.

15 **i. Pacios' Associates "Approved" a Modification for a Fake**
16 **Person's Fabricated Mortgage**

17 Posing as Ann Garcia, the wife of financially distressed mortgagor Carlos
18 Garcia, an FTC investigator sought a loan modification from HOPE Services using
19 false financial information and fabricated documents.³⁹ Nevertheless, HOPE

21 ³⁷ "[D]on't get discouraged if local government tells you to call an 800
22 number or the FDIC says they don't regulate this particular issue . . . it only takes
23 ONE BULLET TO BRING THE LENDER DOWN." Harris ¶12:5 at 32 (Lake's
capitalization); Wofford ¶20:7 at 47 (same).

24 ³⁸ See, e.g., Harris ¶25 ("None of the letters Denny Lake wrote or
instructions he gave had any effect."); Clemens ¶5:3 at 20 (draft letter to
25 Congressman Heck).

26 ³⁹ Ostrum ¶¶41-98 (summarizing undercover calls); Ostrum ¶¶52:9 at 162-
27 77; *id.* ¶54:11 at 187; *id.* ¶57:14 at 213-16; *id.* ¶64:21 at 257-58; *id.* ¶52:9 at 163-
28 77; *id.* ¶54:11 at 187; *id.* ¶57:14 at 214-16. The address for the fabricated home
mortgage appeared on several documents Garcia submitted, including her
mortgage statement, foreclosure notice, utility bill, and her husband's paystubs.

1 received the consumers' payments, or any MHA applications during the period
2 after the consumers returned their paperwork to HOPE Services.⁴³

3 Bank records obtained by the Commission establish that HOPE Services'
4 failure to send consumers' money to their lenders is widespread. The Commission
5 determined that consumers submitted to HOPE Services approximately \$1.9
6 million from approximately March 1, 2014 through January 2015. George ¶12.
7 The FTC has been unable to uncover any evidence that any material sum (let alone
8 \$1.9 million) was transferred to lenders, or to other accounts for which the
9 Commission's forensic accountant lacks records.⁴⁴ On the other hand, the financial
10 records show many payments to Pacios (through his girlfriend) very large cash
11 withdrawals, travel expenses, and personal charges. George ¶¶41-49; *id.*

1 Treasury reviewed HOPE Services' mailers, and confirmed that it has "no
2 relationship with whatever persons or entities are distributing [them]." *Id.* ¶8.

3 Second, HUD also confirmed that "any representation is false to the extent it
4 conveys that loan modification applications are routinely accepted by HUD. HUD
5 sometimes receives misdirected applications from distressed homeowners, but it
6 does not have an official process for receiving and/or reviewing them." HUD ¶8.

7 Finally, NACA is "not a government agency" at all, but a nonprofit
8 "community advocacy and homeownership organization." NACA ¶5. NACA does
9 not "provide[] loan modifications" itself. *Id.* Although NACA helps homeowners
10 obtain loan modifications, NACA confirms that "any representation is false to the
11 extent it conveys that any third party submits documentation to NACA other than
12 the homeowner, the lender, or the lender's servicer." *Id.* ¶4. Additionally, "NACA
13 has not authorized any third party to use its name for any commercial purpose
14 whatsoever." *Id.* ¶7. As NACA's National Director put it, the use of NACA's
15 name in a telemarketing scam is "grossly offensive." *Id.* ¶8.

16 **2. Contempt Defendant's Role at HOPE Services**

17 Contempt Defendant sells fraudulent mortgage assistance relief services,
18 both directly and indirectly, at HOPE Services. Pacios directly defrauds
19 consumers by convincing them that HOPE Services can assist them in obtaining a
20 modification. Multiple consumers report that they worked with "Brian" when they
21 were defrauded in the scam set forth above. Harris ¶¶3-9; Monrreal ¶¶4-7;
22 Robinson ¶¶3-6; Wofford ¶¶4-14.

23 Additionally, Pacios exerts control over HOPE Services and provides
24 assistance to HOPE Services' employees who sell fraudulent MARS. First, Pacios
25 helped set up the underlying office infrastructure that allows HOPE Services to
26 steal consumer funds. He obtained the main business number and telephone
27 system HOPE Services used until December of 2014, to make and receive calls to
28 consumers in the scheme described above. Ostrum ¶267:116. He also facilitated

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1 Although “Brian Kelly” has a phone extension, the new iteration of HOPE
2 Services does not pay him. Ostrum ¶204:116 at 1601, 1606; George ¶15.
3 Meanwhile, although Pacios has no phone extension at the premises, his vehicle
4 was spotted parked outside of HOPE Services’ new offices. Ostrum ¶204:116 at
5 1601, 1606; Stahl ¶8:3 at 9; Ostrum ¶113:58 at 611.

6 Finally, Contempt Defendant is paid handsomely for his work at HOPE
7 Services, but receives all funds indirectly. As noted above, HOPE Services pays
8 for some of his expenses directly from its corporate accounts. *See supra* at 14. In
9 other instances, Pacios funnels money through the accounts of his girlfriend,
10 Cortney Gonsalves.⁴⁷ Gonsalves receives large checks from HOPE Services,
11 George ¶20, despite the fact that there is no evidence that anyone named Cortney
12 works there. There are no telephone extensions at either office assigned to a
13 “Cortney” and no consumers report speaking with anyone named “Cortney.”
14 Ostrum ¶36; *id.* ¶203. Nor does her name does appear on HOPE Services’
15 corporate or legal documents. *See* Ostrum. Indeed, Cortney Gonsalves’ only
16 known activity is depositing consumers’ checks.⁴⁸

17 III. ARGUMENT

18 Civil contempt is warranted where there is clear and convincing evidence the
19 contemnors violated a specific and definite order of the court. *FTC v. Affordable*
20 *Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999). Here, there is clear and
21

22 ⁴⁷ On an insurance invoice, Gonsalves is identified as “married” and residing
23 at Pacios’ address. Ostrum ¶210:119 at 1698-99. Additionally, as of early last
24 year, as of early last year, Pacios leased two vehicles: a 2014 Jeep Wrangler, and a
25 2014 Jeep Grand Cherokee. ¶194:111 at 1240; *id.* ¶195:111 at 1256. Pacios
26 executed the leases, Ostrum ¶194:111 at 1239; *id.* ¶195:111 at 1255, but Gonsalves
27 made most of the payments. Ostrum ¶194:111 at 1243-53. Notably, in early
28 March 2014, Pacios made a payment from a Wells Fargo account ending in 1575,
and less than three weeks later, Gonsalves made the next payment from the same
account. Ostrum ¶194:111 at 28, 27.

⁴⁸

1 convincing evidence that Pacios violated two specific and definite provisions of the
2 Permanent Injunction. Therefore, Pacios should be held in contempt and ordered
3 to pay compensatory sanctions measured by the full amount consumers paid as a
4 result of Pacios' violative conduct.⁴⁹

5 **A. Pacios is Bound by the Permanent Injunction**

6 Injunctions bind parties with actual notice of the order. Fed. R. Civ.
7 P. 65(d)(2)(A). Because Pacios is a party to the Permanent Injunction and
8 stipulated to its entry, he is bound by its prohibitions.⁵⁰

9 **B. Pacios Sells MARS in Violation of the Permanent Injunction**

10 Pacios has violated and continues to violate the Permanent Injunction.
11 Section I of the Permanent Injunction bans Pacios from "advertising, marketing,
12 promoting, offering for sale, or selling any mortgage assistance relief product or
13 service" and from "assisting others" who are engaging in the same behavior. As
14 described above, consumers in many states report working with "Brian Barry" and
15 "Brian Kelly" at HOPE Services to obtain a mortgage modification.⁵¹ "Brian
16 Barry" and "Brian Kelly" are Brian Pacios' aliases. Therefore, Brian Pacios is both
17 "selling" and "assisting others" who are "advertising, marketing, promoting,
18 offering for sale, or selling any mortgage assistance relief product or service."
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23 ⁴⁹ To the extent that Pacios and his co-defendants are found liable in the
24 related *de novo* complaint, full consumer redress in that matter would be
25 duplicative of the compensatory sanctions sought here. The FTC would not double
26 recover; rather, the compensation in one matter would limit the redress in the other.

27 ⁵⁰ Permanent Injunction, *FTC v. Lakhany*, No. SACV12-337 (Feb. 28, 2013),
28 DE152 at 3.

⁵¹ Ostrum ¶¶19, 21, 31; Harris ¶¶3-9; Monrreal ¶¶4-7; Robinson ¶¶3-6;
Wofford ¶¶4-14. In addition, as noted above, our investigator spoke with "Brian"
when seeking a refund. *See* Ostrum ¶98:45 at 553-55.

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C. Pacios Misrepresents That Consumers Will Receive MARS
Pacios' violations of the Permanent

1 receive no loan modifications, lose all the money sent to Pacios and his associates,
2 and in some instances, loses their homes.

3 **D. Pacios' Violations Have Caused At Least \$1.9 Million in**
4 **Consumer Loss**

5 The Court has broad authority to impose sanctions for violations of its
6 orders, including requiring compensation for losses sustained as a result of the
7 failure to comply with the order. *United States v. United Mine Workers of Am.*,
8 330 U.S. 258, 303-04 (1947); *Ahearn ex rel. NLRB v. Int'l Longshore &*
9 *Warehouse Union, Locals 31 & 24*, 721 F.3d 1122, 1131 (9th Cir. 2013).
10 Consumers injured by defendants' conduct are entitled to full remedial relief.
11 *McComb v. Jacksonville Paper Co.*, 336 U.S. 187, 193 (1949). In an FTC
12 contempt action, consumer loss is an appropriate measure of the compensatory
13 remedy. *FTC v. EDebitPay, LLC*, 695 F.3d 938, 945 (9th Cir. 2012). In this case,
14 because HOPE Services widely disseminated its deceptive claims of MARS, all
15 consumers who paid HOPE Services are presumed to have relied on them. *See,*
16 *e.g., FTC v. Figgie Int'l*, 994 F.2d 595, 605-06 (9th Cir. 1993) ("A presumption of
17 actual reliance arises once the [FTC] has proved that the defendant made material
18 misrepresentations, that they were widely disseminated, and that consumers
19 purchased the defendant's product.").

20 Here, as set forth above, Pacios does not just participate in the sales of
21 MARS, he also exerts control over HOPE Services and assists HOPE Services
22 employees in the sales of MARS. This behavior violates the ban set forth in
23 Section I of the Permanent Injunction. In addition, Pacios makes
24 misrepresentations in the sales of MARS, exerts control over HOPE Services, and
25 assists HOPE Services employees in making misrepresentations in the sales of
26 MARS. Indeed, Pacios facilitated Hope Services' fraudulent sales of MARS by
27 obtaining the company offices and a phone system. This behavior violates the
28 prohibition on making misrepresentations in the sale of any product or service, set

1 forth in Section III of the Permanent Injunction. In short, Pacios' violative actions
2 harmed all consumers who sent payments to HOPE Services.

3 Because Pacios' contumacious activity injured all consumers who worked
4 with HOPE Services, the consumer loss is measured by the full amount all
5 consumers sent to HOPE Services. At this time, the FTC estimates that Pacios'
6 conduct defrauded consumers of approximately \$1.9 million, as deposits into
7 HOPE's known bank accounts that seem obviously to be from consumers total
8 \$1,898,554.15.⁵² This figure, however, is an estimate based on evidence gathered
9 through an undercover investigation and may be further refined following
10 traditional discovery.⁵³ Following such discovery, the FTC will present any further
11 evidence in support of its request for an order holding Contempt Defendant Pacios
12 in civil contempt and ordering him to pay a compensatory sanction in the full
13 amount consumers paid.

14 IV. CONCLUSION

15 For the foregoing reasons, the FTC requests that the Court find Brian Pacios
16 in contempt of the Permanent Injunction and order compensatory sanctions
17 measured by the full amount consumers paid.

22 ⁵² George ¶12. In addition, there are at least \$216,856.29 in money orders
23 and cashiers' checks where the remitter was not identified or was illegible. *Id.*
24 ¶14. Moreover, this analysis does not include consumer funds from late February,
25 March, or April. *Id.*

26 ⁵³ As noted *supra* at 1 n.2, the FTC also filed under seal a Complaint and
27 unnoticed Application for an *Ex Parte* Temporary Restraining Order in a related
28 matter, *FTC v. Lake*. Once the *Lake* Defendants are aware of the FTC's
investigation, the FTC may conduct additional discovery as permitted under the
Permanent Injunction, as well as pursuant to the TRO if it is granted, to collect
further evidence of the full amount consumers lost.

