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1 Organizations Act (“CROA”), 15 U.S.C. § 1679h(b). The Commission’s
2 Complaint, filed on March 16, 2015, alleges that the defendants deceptively
3 marketed, advertised, promoted, offered to sell, and sold credit repair services to
4 consumers (DE 1). The Commission served First Time Credit Solution, Corp.
5 (“FTC Credit”), also d/b/a FTC Credit Solutions, 1st Consumer Credit USA, and
6 Doctor De Crédito, with the Complaint on March 16, 2015 (DE 27). FTC Credit
7 has not filed an answer or otherwise responded to the Complaint.

8 Upon application by the Commission (DE 51), on April 10, 2015, the Clerk
9 of Court entered default against FTC Credit (DE 52). The Commission
10 subsequently settled with all the individual defendants in this action (DE 76 & 78),
11 and filed a Motion for Default Judgment against FTC Credit on all counts of the
12 Complaint (DE 79). The Complaint is well pled and the relief sought in the
13 Complaint is reflected in the proposed order submitted with the Motion for Default
14 Judgment.

15 Having considered the Motion for Default Judgment, memorandum of law
16 and exhibits, Complaint, and other pleadings and evidence filed in this matter, IT
17 IS HEREBY ORDERED that the Commission’s Motion for Default Judgment
18 against FTC Credit is GRANTED as follows:

19 FINDINGS

- 20 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331,
21 1337(a), 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, and 1679h(b).
- 22 2. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c), and 15
23 U.S.C. § 53(b).
- 24 3. The Complaint charges that FTC Credit participated in deceptive acts or
25 practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. §45(a), and
26 unlawful practices in violation of Section 404 of CROA, 15 U.S.C. § 1679b,
27 in connection with the advertising, marketing, promotion, offering for sale,
28 or sale of credit repair services.

1 **ORDER**

2 **I. BAN REGARDING CREDIT REPAIR SERVICES**

3 **IT IS HEREBY ORDERED** that FTC Credit is permanently restrained and
4 enjoined from advertising, marketing, promoting, or offering for sale, or assisting
5 in the advertising, marketing, promoting, or offering for sale of, Credit Repair
6 Services, whether directly or through an intermediary.

7 **II. PROHIBITED BUSINESS ACTIVITIES**

8 **IT IS FURTHER ORDERED** that FTC Credit, its officers, agents,
9 employees, and attorneys, and all other persons in active concert or participation
10 with any of them, who receive actual notice of this Order, whether acting directly
11 or indirectly, in connection with promoting or offering for sale any good or service
12 are permanently restrained and enjoined from misrepresenting or assisting others in
13 misrepresenting, expressly or by implication:

14 A. that any Defendant or any other person is affiliated with, licensed or
15 sponsored by, or otherwise connected to any person or government entity; and

16 B. any other fact material to consumers concerning any good or service,
17 such as: the total costs; any material restrictions, limitations, or conditions; or any
18 material aspect of its performance, efficacy, nature, or central characteristics.

19 **III. MOPficas~~ssssssssssssssssssss~~JUDGMENT** ~~IT IS FURTHER~~

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1 **VII. COMPLIANCE REPORTING**

2 **IT IS FURTHER ORDERED** that FTC Credit make timely submissions to
3 the Commission:

4 A. One year after entry of this Order, FTC Credit must submit a
5 compliance report, sworn under penalty of perjury, which must:

- 6 1. identify the primary physical, postal, and email address and
7 telephone number, as designated points of contact, which
8 representatives of the Commission may use to communicate with
9 FTC Credit;
- 10 2. identify all of FTC Credit's businesses by all of their names,
11 telephone numbers, and physical, postal, email, and Internet
12 addresses;
- 13 3. describe the activities of each business, including the goods and
14 services offered, the means of advertising, marketing, and sales,
15 and the involvement of any other Defendant;
- 16 4. describe in detail whether and how FTC Credit is in compliance
17 with each Section of this Order; and
- 18 5. provide a copy of each Order Acknowledgment obtained pursuant
19 to this Order, unless previously submitted to the Commission.

20 B. For twenty (20) years after entry of this Order, FTC Credit must
21 submit a compliance notice, sworn under penalty of perjury, within fourteen (14)
22 days of any change in the following:

- 23 1. any designated point of contact; or
- 24 2. the structure of any entity that FTC Credit has any ownership
25 interest in or controls directly or indirectly that may affect
26 compliance obligations arising under this Order, including:
27 creation, merger, sale, or dissolution of the entity or any
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1 subsidiary, parent, or affiliate that engages in any acts or practices
2 subject to this Order.

3 C. FTC Credit must submit to the Commission notice of the filing of any
4 bankruptcy petition, insolvency proceeding, or similar proceeding by or against
5 FTC Credit within fourteen (14) days of its filing.

6 D. Any submission to the Commission required by this Order to be
7 sworn under penalty of perjury must be true and accurate and comply with
8 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury
9 under the laws of the United States of America that the foregoing is true and
10 correct. Executed on: _____” and supplying the date, signatory’s full name, title
11 (if applicable), and signature.

12 E. Unless otherwise directed by a Commission representative in writing,
13 all submissions to the FTC pursuant to this Order must be emailed to
14 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:

15 Associate Director for Enforcement
16 Bureau of Consumer Protection
17 Federal Trade Commissio
18 600 Pennsylvania Avenue NW, Washington, DC 20580.

19 The subject line must begin: FTC v. First Time Credit Solution Corp., Matter No.
20 1523114.

21 VIII. RECORDKEEPING

22 **IT IS FURTHER ORDERED** that FTC Credit must create certain records
23 for twenty (20) years after entry of the Order, and retain each such record for five
24 (5) years. Specifically, FTC Credit, must create and retain the following records:

25 A. accounting records showing the revenues from all goods or services
26 sold;

27 B. personnel records showing, for each person providing services,
28 whether as an employee or otherwise, that person’s: name; addresses; telephone

1 numbers; job title or position; dates of service; and (if applicable) the reason for
2 termination;

3 C. records of all consumer complaints and refund requests concerning
4 the subject matter of the Order, whether received directly or indirectly, such as
5 through a third party, and any response;

6 D. all records necessary to demonstrate full compliance with each
7 provision of this Order, including all submissions to the Commission; and

8 E. a copy of each unique advertisement or other marketing material.

9 **IX. COMPLIANCE MONITORING**

10 **IT IS FURTHER ORDERED** that for the purpose of monitoring FTC
11 Credit's compliance with this Order:

12 A. Within fourteen (14) days of receipt of a written request from a
13 representative of the Commission, FTC Credit must: submit additional compliance
14 reports or other requested information, which must be sworn under penalty of
15 perjury; appear for depositions; and produce documents for inspection and
16 copying. The Commission is also authorized to obtain discovery, without further
17 leave of court, using any of the procedures prescribed by Federal Rules of Civil
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