

1 Protocol addresses or domain name registration for any Internet websites, affiliate
2 marketing services, or media placement services;

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4 4. providing names of, or assisting in the generation of, potential
5 customers;

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7 5. performing marketing, billing, or payment services of any kind; or

8 6. acting or serving as an owner, officer, director, manager, or principal
9 of any entity.

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11 B. Defendants means the Individual Defendant and the Corporate
12 Defendant, individually, collectively, or in any combination.

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14 1. Corporate Defendant means Wealth Educators, Inc., also d/b/a
15 Family 1st Preservations, Family 1st Home Loans, Legal Affiliates & Associates,
16 Legal Educators, & Co., Family 1st Home Preservation, Legal Educators USA &
17 Co., Stargate Mutual & Associates, Providence Financial Advocates, and
18 Providence Financial Audits, and its successors, assigns, affiliates, or subsidiaries.

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21 2. Individual Defendant means Veronica Sesma, also d/b/a Sesma
22 Consulting.

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24 C. Financial product or service means any product, service, plan, or
25 program represented, expressly or by implication, to:

26
27 1. provide any consumer, arrange for any consumer to receive, or assist
28 any consumer in receiving, a loan or other extension of credit;

1 obligation, including a reduction in the amount of interest, principal
2 balance, monthly payments, or fees owed by a person to a secured or
3 unsecured creditor or debt collector;
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5 c. obtain any forbearance or modification in the timing of
6 payments from any secured or unsecured holder or servicer of any
7 mortgage, loan, debt, or obligation;
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9 d. negotiate, obtain, or arrange any extension of the period of time
10 within which a person may (i) cure his or her default on the mortgage,
11 loan, debt, or obligation, (ii) reinstate his or her mortgage, loan, debt,
12 or obligation, (iii) redeem a dwelling or other collateral, or
13 (iv) exercise any right to reinstate the mortgage, loan, debt, or
14 obligation or redeem a dwelling or other collateral;
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16 e. obtain any waiver of an acceleration clause or balloon payment
17 contained in any promissory note or contract secured by any dwelling
18 or other collateral; or
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20 f. negotiate, obtain, or arrange (i) a short sale of a dwelling or
21 other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other
22 disposition of a mortgage, loan, debt, or obligation other than a sale to
23 a third party that is not the secured or unsecured loan holder.
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1 The foregoing shall include any manner of claimed assistance, including auditing
2 or examining a person's application for the mortgage, loan, debt, or obligation.
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4 2. With respect to any loan, debt, or obligation between a person and one
5 or more unsecured creditors or debt collectors, any product, service, plan, or
6 program represented, expe
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1 acting directly or indirectly, in connection with the advertising, marketing,
2 promoting, offering for sale, or selling of any financial product or service, are
3 permanently restrained and enjoined from misrepresenting, or assisting others in
4 misrepresenting, expressly or by implication:
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6 A. the terms or rates that are available for any loan or other extension of credit,
7 including:
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9 1. closing costs or other fees;
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11 2. the payment schedule, monthly payment amount(s), any balloon
12 payment, or other payment terms;
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14 3. the interest rate(s), annual percentage rate(s), or finance charge(s), and
15 whether they are fixed or adjustable;

16 4. the loan amount, credit amount, draw amount, or outstanding balance;
17 the loan term, draw period, or maturity; or any other term of credit;
18

19 5. the amount of cash to be disbursed to the borrower out of the
20 proceeds, or the amount of cash to be disbursed on behalf of the borrower to any
21 third parties;
22

23 6. whether any specified minimum payment amount covers both interest
24 and principal, and whether the credit has or can result in negative amortization; or
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26 7. that the credit does not have a prepayment penalty or whether
27 subsequent refinancing may trigger a prepayment penalty and/or other fees;
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- 1 B. the savings associated with the loan or other extension of credit;
- 2 C. the ability to improve or otherwise affect a consumer's credit record, credit
- 3 history, credit rating, or ability to obtain credit, including that a consumer's credit
- 4 record, credit history, credit rating, or ability to obtain credit can be improved by
- 5 permanently removing current, accurate negative information from the consumer's
- 6 credit record or history;
- 7 D. that a consumer will receive legal representation; or
- 8 E. any other fact material to consumers concerning any financial product or
- 9 service, such as: the total costs; any material restrictions, limitations, or conditions;
- 10 or any material aspect of its performance, efficacy, nature, or central
- 11 characteristics.
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17 III.

18 PROHIBITION AGAINST MISREPRESENTATIONS
19 RELATING TO ANY PRODUCTS OR SERVICES

20 IT IS FURTHER ORDERED that Defendants, Defendants' officers,

21 agents, 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 advertising, marketing, promoting,

24 offering for sale, or selling of any product, service, plan, or program, are hereby

25 permanently restrained and enjoined from mi

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1 2. the Financial Statement of Corporate Defendant Wealth Educators,
2 Inc., signed by Veronica Sesma on May 20, 2015.
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4 D. The suspension of the judgment will be lifted as to any Defendant if, upon
5 motion by the Commission, the Court finds that Defendant failed to disclose any
6 material asset, materially misstated the value of any asset, or made any other
7 material misstatement or omission in the financial representations identified above.
8

9 E. If the suspension of the judgment is lifted, the judgment becomes
10 immediately due in the amount specified in Subsection A above (which the parties
11 stipulate only for purposes of this Section) represents the consumer injury alleged
12 in the Complaint, less any payment previously made pursuant to this Section, plus
13 interest computed from the date of entry of this Order.
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16 F. Defendants relinquish dominion and all legal and equitable right, title, and
17 interest in all assets transferred pursuant to this Order and may not seek the return
18 of any assets.
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20 G. The facts alleged in the Complaint will be taken as true, without further
21 proof, in any subsequent civil litigation by or on behalf of the Commission,
22 including in a proceeding to enforce its rights to any payment or money judgment
23 pursuant to this Order, such as a nondischargeability complaint in any bankruptcy
24 case.
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1 K. Upon entry of this Order, the freeze on the assets of Wealth Educators, Inc.,
2 pursuant to the Preliminary Injunction entered in this action is lifted.
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4 V.

5 CUSTOMER INFORMATION

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7 IT IS FURTHER ORDERED that Defendants and their officers, agents,
8 employees, and attorneys, and those persons or entities in active concert or
9 participation with them who receive actual notice of this Order by personal service
10 or otherwise, whether acting directly or through any corporation, subsidiary,
11 division, or other device, are hereby permanently restrained and enjoined from
12 directly or indirectly:
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15 A. failing to provide sufficient customer information to enable the Commission
16 to efficiently administer consumer redress. Defendants represent that they have
17 provided this redress information to the Commission. If a representative of the
18 Commission requests in writing any information related to redress, Defendants
19 must provide it, in the form prescribed by the Commission, within fourteen (14)
20 days;
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23 B. disclosing, using, or benefitting from customer information, including the
24 name, address, telephone number, email address, social security number, other
25 identifying information, or any data that enables access to a customer's account
26 (including a credit card, bank account, or other financial account), that any
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1 Defendant obtained prior to entry of this Order; and

2 C. failing to destroy such customer information in all forms in their possession,
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4 custody, or control within thirty (30) days after receipt of written direction to do so
5 from a representative of the Commission.

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7 Provided, however, that customer information need not be disposed of,
8 and may be disclosed, to the extent requested by a government agency or required
9 by law, regulation, or court order.

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11 VI.

12 ORDER ACKNOWLEDGMENTS

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14 IT IS FURTHER ORDERED that Defendants obtain acknowledgments of
15 receipt of this Order:

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17 A. Each Defendant, within seven (7) days of entry of this Order, must submit to
18 the Commission an acknowledgment of receipt of this Order sworn under penalty
19 of perjury.

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21 B. For five (5) years after entry of this Order, Individual Defendant Veronica
22 Sesma, for any business that such she, individually or collectively with any other
23 person or entity, is the majority owner or controls directly or indirectly, and
24 Corporate Defendant Wealth Educators, Inc., must deliver a copy of this Order to:
25 (1) all principals, officers, directors, and LLC managers and members; (2) all
26 employees, agents, and representatives who participate in the advertising,
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2 B. For matters concerning this Order, the Commission is authorized to
3 communicate directly with each Defendant. Defendants must permit
4 representatives of the Commission to interview any employee or other person
5 affiliated with any Defendant who has agreed to such an interview. The person
6 interviewed may have counsel present.
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9 C. The Commission may use all other lawful means, including posing, through
10 its representatives as consumers, suppliers, or other individuals or entities, to
11 Defendants or any individual or entity affiliated with Defendants, without the
12 necessity of identification or prior notice. Nothing in this Order limits the
13 Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of
14 the FTC Act, 15 U.S.C. §§ 49, 57b-1.
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18 X.

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20 ENTRY OF JUDGMENT

21 IT IS FURTHER ORDERED
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1 matter for purposes of construction, modification, and enforcement of this Order.

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3 IT IS SO ORDERED .

4 *S. James Otero*

5 DATED: August 21, 2015

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7 Hon. S. James Otero
8 UNITED STATES DISTRICT COURT
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