

1 5. Defendants waive all rights to appeal or otherwise challenge or contest the
2 validity of this Order.
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4 **DEFINITIONS**

5 For the purpose of this Order, the following definitions apply:

6 1. **“Credit repair services”** means selling, providing, or performing any
7 service (or representing that such service can or will be sold, provided, or
8 performed) through the use of any instrumentality of interstate commerce or
9 the mails, in return for the payment of money or other valuable
10 consideration, for the express or implied purpose of (i) improving any
11 consumer’s credit record, credit history, or credit rating; or (ii) providing
12 advice or assistance to any consumer with regard to any activity or service
13 described in clause (i).
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15 2. **“Debt”** means any obligation or alleged obligation to pay money arising out
16 of a transaction, whether or not such obligation has been reduced to
17 judgment.
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19 3. **“Debt collection activities”** means any activities of a debt collector to
20 collect or attempt to collect, directly or indirectly, a debt owed or due, or
21 asserted to be owed or due, another.
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23 4. **“Debt collector”** means any person who uses any instrumentality of
24 interstate commerce or the mails in any business the principal purpose of
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1 C. Provide to any consumer, arrange for any consumer to receive, or
2 assist any consumer in receiving, any secured or unsecured debt relief
3 product or service.
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5 7. **“Person”** means a natural person, an organization or other legal entity,
6 including a corporation, partnership, sole proprietorship, limited liability
7 company, association, cooperative, or any other group or combination acting
8 as an entity.
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11 8. **“Secured or unsecured debt relief product or service”** means, with
12 respect to any mortgage, loan, debt, or obligation between a person and one
13 or more secured or unsecured creditors or debt collectors, any product,
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1 unsecured holder of any mortgage, loan, debt, or obligation; (D) negotiate,
2 obtain, or arrange any extension of the period of time within which the
3 person may (i) cure his or her default on the mortgage, loan, debt, or
4 obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii)
5 redeem a dwelling or other collateral, or (iv) exercise any right to reinstate
6 the mortgage, loan, debt, or obligation or redeem a dwelling or other
7 collateral; (E) obtain any waiver of an acceleration clause or balloon
8 payment contained in any promissory note or contract secured by any
9 dwelling or other collateral; or (F) negotiate, obtain, or arrange (i) a short
10 sale of a dwelling or other collateral, (ii) a deed-in-lieu of foreclosure, or (iii)
11 any other disposition of a mortgage, loan, debt, or obligation other than a
12 sale to a third party that is not the secured or unsecured loan holder. The
13 foregoing shall include any manner of claimed assistance, including, but not
14 limited to, auditing or examining a person's application for the mortgage,
15 loan, debt, or obligation.
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22 **ORDER**

23 **I. BAN ON DEBT COLLECTION ACTIVITIES**

24 **IT IS ORDERED** that Defendants, whether acting directly or through an
25 intermediary, are permanently restrained and enjoined from:
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27 A. Participating in debt collection activities, and
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1 B. Advertising, marketing, promoting, offering for sale, selling, or
2 buying any consumer or commercial debt or any consumer
3 information relating to a debt.
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5 **II. PROHIBITED MISREPRESENTATIONS RELATING TO**
6 **FINANCIAL-RELATED PRODUCTS OR SERVICES**

7 **IT IS FURTHER ORDERED** that Defendants, Defendants' officers,
8 agents, and employees, and all other persons in active concert or participation with
9 any of them, who receive actual notice of this Order, whether acting directly or
10 indirectly, in connection with the advertising, marketing, promotion, offering for
11 sale or sale of any financial-related product or service, are permanently restrained
12 and enjoined from:
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15 A. Misrepresenting or assisting others in misrepresenting, expressly or by
16 implication, any material fact, including but not limited to:

- 17 1. The terms or rates that are available for any loan or other
18 extension of credit;
- 19 2. Any person's ability to improve or otherwise affect a
20 consumer's credit record, credit history, or credit rating or
21 ability to obtain credit;
- 22 3. That any person can improve any consumer's credit record,
23 credit history, or credit rating by permanently removing
24 negative information from the consumer's credit record, credit
25 history, or credit rating, even where such information is
26 accurate and not obsolete;
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- 4. Any aspect of any secured or unsecured debt relief product or service, including but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such secured or unsecured debt relief product or service; the amount of time before which a consumer will receive settlement of that consumer’s debts; or the reduction or cessation of collection calls;
- 5. That a consumer will receive legal representation;
- 6. That any particular outcome or result from a financial-related product or service is guaranteed, assured, highly likely or probable, or very likely or probable;
- 7. The nature or terms of any refund, cancellation, exchange, or repurchase policy, 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 provided to the consumer; and
- 8. Any other fact material to consumers concerning any financial-related product or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics; and

B. Advertising or assisting others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender.

III. CONSUMER INFORMATION

IT IS FURTHER ORDERED that Defendants, Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or

1 participation with any of them, who receive actual notice of this Order, whether
2 acting directly or indirectly, are permanently restrained and enjoined from:

- 3
- 4 A. Failing to provide sufficient consumer information to enable the FTC
5 to administer efficiently consumer redress. If a representative of the
6 FTC requests in writing any information related to redress,
7 Defendants must provide it, in the form prescribed by the FTC, within
8 14 days.
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- 11 B. Disclosing, using, or benefitting from consumer information,
12 including the name, address, telephone number, email address, social
13 security number, or other identifying information, or any data that
14 enables access to a consumer's account (including a credit card, bank
15 account, or other financial account) that any Defendant obtained prior
16 to entry of this Order in connection with the collection or attempted
17 collection of any debt.
- 18 C. Failing to destroy such consumer information in all forms in their
19 possession, custody, or control within thirty (30) days after receipt of
20 written direction to do so from a representative of the FTC.

21 **Provided, however,** that consumer information need not be disposed of, and
22 may be disclosed, to the extent requested by a government agency or required by a
23 law, regulation, or court order.

24 **IV. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

25 **IT IS FURTHER ORDERED** that:

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- 27 A. Judgment in the amount of FOUR MILLION EIGHT HUNDRED
28 AND TWO THOUSAND SIX HUNDRED AND FORTY SIX dollars

(\$4,802,646) is entered in favor

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2. Defendant Carrera represents and acknowledges that the FTC is relying on the material representations that Defendant Carrera is the sole owner of the Carrera Property, title to the Carrera Property is marketable, and the Carrera Property is not encumbered by any other lien, mortgage, deed of trust, assignment, pledge, security interest, or other interest not identified in the financial statement of Defendant Luis Carrera and attachments, dated November 6, 2015.
3. The voluntary lien on and a security interest in the Carrera Property shall be created and evidenced by Defendant Carrera's execution of a Deed of Trust, in the form attached hereto as Exhibit "A" and incorporated herein (Carrera Trust Deed).
4. Defendant Carrera shall record the Carrera Trust Deed and provide counsel for the FTC with proof thereof within ten (10) calendar days of the date of entry of this Order.

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\$50,562 in the real property located at 1461 J T
Eisley Drive, Corona (Llaury Property).

2. Defendant Llaury represents and acknowledges
that the FTC is relying on the material
representations that Defendant Llaury and his wife,
Lydia A. Khalil, are the only owners of the Llaury
Property, title to the Llaury Property is marketable,
and the Llaury Property is not encumbered by any
other lien, mortgage, deed of trust, assignment,
pledge, security interest, or other interest not
identified in the financial statement of Defendant
Roberto Llaury and attachments, dated November
6, 2015.

3. The voluntary lien on and a security interest in the
Llaury Property shall be created and evidenced by
Defendant Llaury, and his wife's execution of a
Deed of Trust, in the form attached hereto as
Exhibit "C" and incorporated herein (Llaury Trust
Deed).

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H. The asset freeze is modified to permit the initial transfers specified in Section IV.B, and the creation and recording of the Carrera Trust Deed and Llaury Trust Deed, as required by Section IV.C. Upon completion of those transfers and the delivery of evidence of recording of the Carrera Trust Deed and Llaury Trust Deed, the asset freeze as to Defendants is dissolved.

I. All money paid to the FTC pursuant

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J. Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

K. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

L. The facts alleged in the Complaint establish all elements necessary to sustain an action by the FTC pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

M. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to the FTC, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

1 **V. ORDER ACKNOWLEDGMENTS**

2 **IT IS FURTHER ORDERED** that Defendants obtain acknowledgments of
3 receipt of this Order:
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5 A. Each Defendant, within 7 days of entry of this Order, must submit to
6 the FTC an acknowledgment of receipt of this Order sworn under
7 penalty of perjury.
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9 B. For 10 years after entry of this Order, each Individual Defendant for
10 any business that such Defendant, individually or collectively with
11 any other Defendants, is the majority owner or controls directly or
12 indirectly, and each Corporate Defendant, must deliver a copy of this
13 Order to: (1) all principals, officers, directors, and LLC managers and
14 members who participate in the conduct related to the subject matter
15 of the Order; (2) all employees, agents, and representatives who
16 participate in conduct related to the subject matter of the Order; and
17 (3) any business entity resulting from any change in structure as set
18 forth in the Section titled Compliance Reporting. Delivery must occur
19 within 7 days of entry of this Order for current personnel. For all
20 others, delivery must occur before they assume their responsibilities.
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1 C. From each individual or entity to which a Defendant delivered a copy
2 of this Order, that Defendant must obtain, within 30 days, a signed
3 and dated acknowledgment of receipt of this Order.
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5 **VI. COMPLIANCE REPORTING**

6 **IT IS FURTHER ORDERED** that Defendants make timely submissions to
7
8 the FTC:

9 A. One year after entry of this Order, each Defendant must submit a
10 compliance report, sworn under penalty of perjury:

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- 12 1. Each Defendant must: (a) identify the primary physical, postal,
13 and email address and telephone number, as designated points
14 of contact, which representatives of the FTC may use to
15 communicate with that Defendant; (b) identify all of that
16 Defendant's businesses by all of their names, telephone
17 numbers, and physical, postal, email, and Internet addresses; (c)
18 describe the activities of each business, including the goods and
19 services offered, the means of advertising, marketing, and sales,
20 and the involvement of any other Defendant (which Individual
21 Defendants must describe if they know or should know due to
22 their own involvement); (d) describe in detail whether and how
23 that Defendant is in compliance with each Section of this
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1 Order; and (e) provide a copy of each Order Acknowledgment
2 obtained pursuant to this Order, unless previously submitted to
3 the FTC;
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5 2. Additionally, each Individual Defendant must: (a) identify all
6 telephone numbers and all physical, postal, email, and Internet
7 addresses, including all residences; (b) identify all business
8 activities, including any business for which the Individual
9 Defendant performs services whether as an employee or
10 otherwise and any entity in which the Individual Defendant has
11 any ownership interest; and (c) describe in detail the Individual
12 Defendant's involvement in each such business, including title,
13 role, responsibilities, participation, authority, control, and any
14 ownership.
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19 B. For 15 years after entry of this Order, each Defendant must submit a
20 compliance notice, sworn under penalty of perjury, within 14 days of
21 any change in the following:
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23 1. Each Defendant must report any change in: (a) any designated
24 point of contact; or (b) the structure of any Corporate Defendant
25 or any entity that Defendant has any ownership interest in or
26 controls directly or indirectly that may affect compliance
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1 obligations arising under this Order, including: creation,
2 merger, sale, or dissolution of the entity or any subsidiary,
3 parent, or affiliate that engages in any acts or practices subject
4 to this Order.
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6 2. Additionally, each Individual Defendant must report any
7 change in: (a) name, including aliases or fictitious name, or
8 residence address; or (b) title or role in any business activity,
9 including any business for which such Defendant performs
10 services whether as an employee or otherwise and any entity in
11 which such Defendant has any ownership interest, and identify
12 the name, physical address, and any Internet address of the
13 business or entity.
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18 C. Each Defendant must submit to the FTC notice of the filing of any
19 bankruptcy petition, insolvency proceeding, or similar proceeding by
20 or against such Defendant within 14 days of its filing.
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22 D. Any submission to the FTC required by this Order to be sworn under
23 penalty of perjury must be true and accurate and comply with 28
24 U.S.C. § 1746, such as by concluding: “I declare under penalty of
25 perjury under the laws of the United States of America that the
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1 foregoing is true and correct. Executed on: _____” and supplying the
2 date, signatory’s full name, title (if applicable), and signature.

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4 E. Unless otherwise directed by a FTC representative in writing, all
5 submissions to the FTC pursuant to this Order must be emailed to
6 DEbrief@ftc.gov or sent by overnight
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1 **SO STIPULATED AND AGREED**

2 **FOR PLAINTIFF:**

3
4 FEDERAL TRADE COMMISSION

5
6 _____
6 Connor Shively
7 Richard McKewen
7 Raymond E. McKown
8

9 **FOR DEFENDANTS:**

10 _____ Date: _____

11 Michael J. Carras

12 CONFORTI & CARRAS, APA8.81h5 13.985ORTI & CARRAS, AP4 ref54 Tw(SO cj0 -1.895