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

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

DENNY LAKE, *et al.*

Defendants.

Case No. SACV 15-00585-CJC(JPRx)

**STIPULATED FINAL ORDER
FOR PERMANENT INJUNCTION
AND MONETARY JUDGMENT
AGAINST DEFENDANT JUSTIN
MOREIRA**

Judge: Hon. Cormac J. Carney
Courtroom 9B

1
2 Plaintiff Federal Trade Commission (“Commission”) filed its Complaint for
3 Permanent Injunction and Other Equitable Relief on April 14, 2015, pursuant to
4 Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15
5 U.S.C. §§ 53(b) and 57b, the Telemarketing and Consumer Fraud and Abuse
6 Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and the 2009
7 Omnibus Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678
8 (Mar. 11, 2009) (“Omnibus Act”), as clarified by the Credit Card Accountability
9 Responsibility and Disclosure Act of 2009, Public Law 111-24, Section 511, 123
10 Stat. 1734, 1763-64 (May 22, 2009) (“Credit Card Act”), and amended by the
11 Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-
12 203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”),
13 12 U.S.C. § 5538. The Commission and Defendant Justin Moreira (“Moreira”)
14 stipulate to the entry of this Stipulated Final Order for Permanent Injunction and
15 Monetary Judgment Against Defendant Justin Moreira (“Order”) to resolve all
16 matters in dispute in this action between them.

17 THEREFORE, IT IS ORDERED as follows:

18 **FINDINGS**

19 This Court, on the stipulations of the parties, finds that:

- 20 1. This Court has jurisdiction over this matter.
- 21 2. The Complaint charges that, with respect to the sale of Mortgage
22 Assistance Relief Services (“MARS”), Defendant Moreira participated in
23 deceptive acts and practices in violation of Section 5 of the FTC Act, 15 U.S.C. §
24 45, the MARS Rule, 12 C.F.R. § 1015, and the Telemarketing Sales Rule (“TSR”),
25 16 C.F.R. Part 310. These deceptive acts and practices included, without
26 limitation, falsely stating that consumers were approved for government-backed
27 home loan modifications and taking advance fees for MARS.

1 6. performing billing or payment services of any kind;

2 7. acting or serving as an owner, officer, director, manager, or
3 principal of any entity.

4 B. **“Defendant”** means Justin Moreira.

5 C. **“Financial product or service”** means any product, service, plan, or
6 program represented, expressly or by implication, to:

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

9 2. provide any consumer, arrange for any consumer to receive, or
10 assist any consumer in receiving, credit, debit, or stored value cards;

11 3. improve, repair, or arrange to improve or repair, any
12 consumer’s credit record, credit history, or credit rating; or

13 4. provide advice or assistance to improve any consumer’s credit
14 record, credit history, or credit rating.

15 D. **“Person”** means a natural person, organization, or other legal entity,
16 including a corporation, partnership, proprietorship, association, cooperative, or
17 any other group or combination acting as an entity.

18 E. **“Secured or unsecured debt relief product or service”** means:

19 1. With respect to any mortgage, loan, debt, or obligation between
20 a person and one or more secured or unsecured creditors or debt collectors, any
21 product, service, plan, or program represented, expressly or by implication, to:

22 a. stop, prevent, or postpone any mortgage or deed of
23 foreclosure sale for a person’s dwelling, any other sale of collateral, any
24 repossession of a person’s dwelling or other collateral, or otherwise save a person’s
25 dwelling or other collateral from foreclosure or repossession;

26 b. negotiate, obtain, or arrange a modification, or
27 renegotiate, settle, or in any way alter any terms of the mortgage, loan, debt, or
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1 obligation, including a reduction in the amount of interest, principal balance,
2 monthly payments, or fees owed by a person to a secured or unsecured creditor or
3 debt collector;

4 c. obtain any forbearance or modification in the timing of
5 payments from any secured or unsecured holder or servicer of any mortgage, loan,
6 debt, or obligation;

7 d. negotiate, obtain, or arrange any extension of the period
8 of time within which a person may (i) cure his or her default on the mortgage, loan,
9 debt, or obligation, (ii) reinstate his or her mortgage, loan, debt, or obligation, (iii)
10 redeem a dwelling or other collateral, or (iv) exercise any right to reinstate the
11 mortgage, loan, debt, or obligation or redeem a dwelling or other collateral;

12 e. obtain any waiver of an acceleration clause or balloon
13 payment contained in any promissory note or contract secured by any dwelling or
14 other collateral; or

15 f. negotiate, obtain, or arrange (i) a short sale of a dwelling
16 or other collateral, (ii) a deed-in-lieu of foreclosure, or (iii) any other disposition of
17 a mortgage, loan, debt, or obligation other than a sale to a third party that is not the
18 secured or unsecured loan holder.

19 The foregoing shall include any manner of claimed assistance, including auditing
20 or examining a person's application for the mortgage, loan, debt, or obligation.

21 2. With respect to any loan, debt, or obligation between a person
22 and one or more unsecured creditors or debt collectors, any product, service, plan,
23 or program represented, expressly or by implication, to:

24 a. repay one or more unsecured loans, debts, or obligations;
25 or

26 b. combine unsecured loans, debts, or obligations into one
27 or more new loans, debts, or obligations.

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1 F. “**Telemarketing**” means any plan, program, or campaign which is
2 conducted to induce the purchase of a product, service, plan, or program by use of
3 one or more telephones, and which involves a telephone call, whether or not
4 covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310.

5 **ORDER**

6 **I. BAN ON SECURED AND UNSECURED DEBT RELIEF PRODUCTS**
7 **AND SERVICES**

8 IT IS ORDERED that Defendant is permanently restrained and enjoined
9 from advertising, marketing, promoting, offering for sale, or selling, or assisting
10 others in the advertising, marketing, promoting, offering for sale, or selling, of any
11 secured or unsecured debt relief product or service.

12 **II. BAN ON TELEMARKETING**

13 IT IS FURTHER ORDERED that Defendant is permanently restrained and
14 enjoined from engaging or participating in telemarketing, directly or through an
15 intermediary, including, but not limited to, by consulting, brokering, planning,
16 investing, marketing, or by providing customer service or billing or payment
17 services.

18 **III. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**
19 **TO FINANCIAL PRODUCTS AND SERVICES**

20 IT IS FURTHER ORDERED that Defendant, his officers, agents,
21 employees, and attorneys, and all others in active concert or participation with any
22 of them, who receive actual notice of this Order, whether acting directly or
23 indirectly, in connection with the advertising, marketing, promoting, offering for
24 sale, or selling of any financial product or service, are permanently restrained and
25 enjoined from misrepresenting, or assisting others in misrepresenting, expressly or
26 by implication:
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1 A. the terms or rates that are available for any loan or other extension of
2 credit, including:

- 3 1. closing costs or other fees;
- 4 2. the payment schedule, monthly payment amount(s), any balloon
5 payment, or other payment terms;
- 6 3. the interest rate(s), annual percentage rate(s), or finance
7 charge(s), and whether they are fixed or adjustable;
- 8 4. the loan amount, credit amount, draw amount, or outstanding
9 balance; the loan term, draw period, or maturity; or any other term of credit;
- 10 5. the amount of cash to be disbursed to the borrower out of the
11 proceeds, or the amount of cash to be disbursed on behalf of the borrower to any
12 third parties;
- 13 6. whether any specified minimum payment amount covers both
14 interest and principal, and whether the credit has or can result in negative
15 amortization; or
- 16 7. that the credit does not have a prepayment penalty or whether
17 subsequent refinancing may trigger a prepayment penalty and/or other fees;

18 B. the ability to improve or otherwise affect a consumer's credit record,
19 credit history, credit rating, or ability to obtain credit, including that a consumer's
20 credit record, credit history, credit rating, or ability to obtain credit can be
21 improved by permanently removing current, accurate negative information from
22 the consumer's credit record or history;

23 C. that a consumer will receive legal representation;

24 D. any special connections or relationships with lenders or financial
25 institutions; or

26 E. any other fact material to consumers concerning any financial product,
27 service, plan, or program.

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1 **IV. PROHIBITION AGAINST MISREPRESENTATIONS RELATING**
2 **TO ANY PRODUCTS OR SERVICES**

3 IT IS FURTHER ORDERED that Defendant, his officers, agents,
4 employees, and attorneys, and all others in active concert or participation with any
5 of them, who receive actual notice of this Order, whether acting directly or
6 indirectly, in connection with the advertising, marketing, promoting, offering for
7 sale, or selling of any product, service, plan, or program, are permanently
8 restrained and enjoined from misrepresenting, or assisting others in
9 misrepresenting, expressly or by implication:

10 A. any material aspect of the nature or terms of any refund, cancellation,
11 exchange, or repurchase policy, including the likelihood of a consumer obtaining a
12 full or partial refund, or the circumstances in which a full or partial refund will be
13 granted to the consumer;

14 B. that any person is affiliated with, endorsed or approved by, or
15 otherwise connected to any other person, government entity, or any program,
16 including but not limited to any public, non-profit, or other non-commercial
17 program;

18 C. the nature, expertise, position, or job title of any person who provides
19 any product, service, plan, or program;

20 D. the person who will provide any product, service, plan, or program to
21 any consumer;

22 E. that any person providing a testimonial has purchased, received, or
23 used the product, service, plan, or program;

24 F. that the experience represented in a testimonial of the product, service,
25 plan, or program represents the person's actual experience resulting from the use of
26 the product, service, plan, or program under the circumstances depicted in the
27 advertisement; or
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1 G. any other fact material to consumers concerning any product, service,
2 plan, or program.

3 **V. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

4 IT IS FURTHER ORDERED that Defendant, his officers, agents,
5 employees, and attorneys, and all others in active concert or participation with any
6 of them, who receive actual notice of this Order, whether acting directly or
7 indirectly, in connection with the sale of any financial product or service, are
8 permanently restrained and enjoined from making any representation or assisting
9 others in making any representation, expressly or by implication, about the
10 benefits, performance, or efficacy of any financial product or service, unless the
11 representation is non-misleading, and, at the time such representation is made,
12 Defendant possesses and relies upon competent and reliable evidence that is
13 sufficient in quality and quantity based on standards generally accepted in the
14 relevant fields, when considered in light of the entire body of relevant and reliable
15 evidence, to substantiate that the representation is true.

16 **VI. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

17 IT IS FURTHER ORDERED that:

18 A. Judgment in the amount of Two Million, Seven Hundred and Forty-
19 Two Thousand, Three Hundred Ninety-Six Dollars (\$2,742,396.00) is entered in
20 favor of the Commission and against Defendant as equitable monetary relief.

21 B. Any entity or person, including Defendant or any financial institution,
22 holding Defendant's frozen assets must transfer those assets to the Receiver in
23 accordance with the Receiver's instructions, within seven days of the entry of this
24 Order. Those assets include: Wells Fargo account no. XXXXXX5294; Wells
25 Fargo account no. XXXXXX7533; Wells Fargo account no. XXXXXX4322;
26 Wells Fargo account no. XXXXXX5319; and Schools First Credit Union account
27 no. XXXXXX5466. After the Receiver's court-approved fees have been fully
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1 satisfied, the Receiver must transfer the balance to the Commission. Upon
2 completion of payment of all frozen assets, the remainder of the judgment is
3 suspended, subject to Subsections E, F, and G below.

4 C. Defendant shall take all steps necessary to assist in the transfer of all
5 frozen assets, including those accounts identified in Subsection B. In the event it is
6 necessary to execute additional documents to transfer, liquidate, or assign
7 Defendant's assets or any other assets surrendered under this Order, Defendant
8 shall execute such documents within three days of a request from a representative
9 of the Commission.

10 D. The Asset Freeze in the Preliminary Injunction is modified, only with
11 respect to Defendant Moreira. Once all of Defendant's frozen assets are
12 transferred in accordance with subsection B, the Asset Freeze will dissolve with
13 respect to Defendant Moreira.

14 E. The Commission's agreement to the suspension of part of the
15 judgment is expressly premised upon the truthfulness, accuracy and completeness
16 of Defendant's sworn financial statements and related documents (collectively,
17 "Financial Attestations") submitted to the Commission, including Defendant Justin
18 Moreira's Financial Statement (dated May 8, 2015) and supplemented on May 21,
19 May 26, 2015, June 3, 2015, and June 11, 2015, and Defendant Moreira's sworn
20 declaration dated August 5, 2015.

21 F. The suspension of the judgment will be lifted as to Defendant if, upon
22 motion by the Commission, the Court finds that Defendant failed to disclose any
23 material asset, materially misstated the value of any asset, or made any other
24 material misrepresentation or omission in the Financial Attestations.

25 G. If the suspension of the judgment is lifted, the judgment in the amount
26 specified in Subsection A will become immediately due (which the parties stipulate
27 for purposes of this Section represents the consumer injury), less any payment
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1 previously made pursuant to this Section, plus interest computed from the date of
2 entry of this Order.

3 H. Defendant relinquishes dominion and all legal and equitable right,
4 title, and interest in all assets transferred pursuant to this Order and may not seek
5 the return of any assets.

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

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

15 K. Defendant acknowledges that his Social Security number, which he
16 previously submitted to the Commission, may be used for collecting and reporting
17 on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §
18 7701.

19 L. All money paid to the Commission pursuant to this Order may be
20 deposited into a fund administered by the Commission or its designee to be used
21 for equitable relief, including consumer redress and any attendant expenses for the
22 administration of any redress fund. If a representative of the Commission decides
23 that direct redress to consumers is wholly or partially impracticable or money
24 remains after redress is completed, the Commission may apply any remaining
25 money for such other equitable relief (including consumer information remedies)
26 as it determines to be reasonably related to Defendant's practices alleged in the
27 Complaint. Any money not used for such equitable relief is to be deposited to the
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1 U.S. Treasury as disgorgement. Defendant has no right to challenge any actions
2 the Commission or its representatives may take pursuant to this Subsection.

3 M. The Commission may request any tax-related information, including
4 tax returns and other filings, that Defendant has the authority to release. Within 14
5 days of receipt of a written request from a representative of the Commission,
6 Defendant must take all necessary steps (such as filing a completed IRS Form 4506
7 or 8821) to cause the Internal Revenue Service or other tax authority to provide the
8 information directly to the Commission.

9 **VII. CUSTOMER INFORMATION**

10 IT IS FURTHER ORDERED that Defendant, his officers, agents,
11 employees, and attorneys, and all others in active concert or participation with any
12 of them, who receive actual notice of this Order, whether acting directly or
13 indirectly, are permanently restrained and enjoined from directly or indirectly:

14 A. disclosing, using, or benefitting from customer information, including
15 the name, address, telephone number, email address, social security number, other
16 identifying information, or any data that enables access to a customer's account
17 (including a credit card, bank account, or other financial account), that any
18 defendant obtained prior to entry of this Order in connection with the marketing or
19 promotion of mortgage assistance relief products or services or debt relief products
20 or services; and

21 B. failing to destroy such customer information in all forms in their
22 possession, custody, or control within 10 days after entry of this Order.

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

1 **VIII. COOPERATION**

2 IT IS FURTHER ORDERED that Defendant must fully cooperate with
3 representatives of the Commission in this case and in any investigation related to
4 or associated with the transactions or the occurrences that are the subject of the
5 Complaint. Defendant must provide truthful and complete information, evidence,
6 and testimony. Defendant must appear for interviews, discovery, hearings, trials,
7 and any other proceedings that a Commission representative may reasonably
8 request upon 5 days written notice, or other reasonable notice, at such places and
9 times as a Commission representative may designate, without the service of a
10 subpoena.

11 **IX. ORDER ACKNOWLEDGMENTS**

12 IT IS FURTHER ORDERED that Defendant obtain acknowledgments of
13 receipt of this Order:

14 A. Defendant, within 7 days of entry of this Order, must submit to the
15 Commission an acknowledgment of receipt of this Order sworn under penalty of
16 perjury.

17 B. For 10 years after entry of this Order, for any business that Defendant,
18 individually or collectively with any other defendants, is the majority owner or
19 controls directly or indirectly, Defendant must deliver a copy of this Order to: (1)
20 all principals, officers, directors, and LLC managers and members; (2) all
21 employees, agents, and representatives whose work relates to financial products or
22 services; and (3) any business entity resulting from any change in structure as set
23 forth in the Section titled Compliance Reporting. Delivery must occur within 7
24 days of entry of this Order for current personnel. For all others, delivery must
25 occur before they assume their responsibilities.

26 C. From each individual or entity to which Defendant delivered a copy of
27 this Order pursuant to this Section, Defendant must obtain, within 30 days, a
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1 signed and dated acknowledgment of receipt of this Order that includes then-
2 current contact information for the signatory, including the signatory's full name,
3 physical address, telephone number, and email address.

4 **X. COMPLIANCE REPORTING**

5 IT IS FURTHER ORDERED that Defendant make timely submissions to
6 the Commission:

7 A. One year after entry of this Order, Defendant must submit a
8 compliance report, sworn under penalty of perjury in which Defendant must:

9 1. Identify the primary physical, postal, and email address and
10 telephone number, as designated points of contact, which representatives of the
11 Commission may use to communicate with Defendant;

12 2. Identify all of Defendant's businesses by all of their names,
13 telephone numbers, and physical, postal, email, and Internet addresses;

14 3. Describe the activities of each business, including the product,
15 service, plan, or program offered, the means of advertising, marketing, and sales,
16 and the involvement of any other defendant;

17 4. Describe in detail whether and how Defendant is in compliance
18 with each Section of this Order;

19 5. Provide a copy of each Order Acknowledgment obtained
20 pursuant to this Order, unless previously submitted to the Commission;

21 6. Identify all telephone numbers and all physical, postal, email
22 and Internet addresses, including all residences;

23 7. Identify all business activities, including any business for which
24 Defendant performs services whether as an employee or otherwise and any entity
25 in which Defendant has any ownership interest; and
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1 8. Describe in detail Defendant’s involvement in each such
2 business, including title, role, responsibilities, participation, authority, control, and
3 any ownership.

4 B. For 20 years after entry of this Order, Defendant must submit a
5 compliance notice, sworn under penalty of perjury, within 14 days of any change
6 in the following:

- 7 1. Any designated point of contact;
- 8 2. The structure of any entity that Defendant has any ownership
9 interest in or controls directly or indirectly that may affect compliance obligations
10 arising under this Order, including: creation, merger, sale, or dissolution of the
11 entity or any subsidiary, parent, or affiliate that engages in any acts or practices
12 subject to this Order;
- 13 3. Name, including aliases or fictitious name, or residence
14 address; or
- 15 4. Title or role in any business activity, including any business for
16 which Defendant performs services whether as an employee or otherwise and any
17 entity in which such Defendant has any ownership interest, and identify the name,
18 physical address, and any Internet address of the business or entity.

19 C. Defendant must submit to the Commission notice of the filing of any
20 bankruptcy petition, insolvency proceeding, or similar proceeding by or against
21 such Defendant within 14 days of its filing.

22 D. Any submission to the Commission required by this Order to be
23 sworn under 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 perjury under
25 the laws of the United States of America that the foregoing is true and correct.
26 Executed on: _____” and supplying the date, signatory’s full name, title (if
27 applicable), and signature.
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1 E. Unless otherwise directed by a Commission representative in writing,
2 all submissions to the Commission pursuant to this Order must be emailed to
3 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
4 Associate Director for Enforcement, Bureau of Consumer Protection, Federal
5 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The
6 subject line must begin: *FTC v. Lake* – Justin Moreira, X150052.

7 **XI. RECORDKEEPING**

8 IT IS FURTHER ORDERED that Defendant must create certain records for
9 20 years after entry of the Order, and retain each such record for 5 years.
10 Specifically, Defendant and any business that Defendant is a majority owner or
11 controls directly or indirectly, must create and retain the following records:

12 A. accounting records showing the revenues from all products, services,
13 plans, or programs sold;

14 B. personnel records showing, for each person providing services,
15 whether as an employee or otherwise, that person's: name; addresses; telephone
16 numbers; job title or position; dates of service; and (if applicable) the reason for
17 termination;

18 C. records of all consumer complaints and refund requests, whether
19 received directly or indirectly, such as through a third party, and any response;

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

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

23 **XII. COMPLIANCE MONITORING**

24 IT IS FURTHER ORDERED that, for the purpose of monitoring
25 Defendant's compliance with this Order, including the Financial Attestations upon
26 which part of the judgment was suspended and any failure to transfer any assets as
27 required by this Order:
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1 A. Within 14 days of receipt of a written request from a representative of
2 the Commission, Defendant must: submit additional compliance reports or other
3 requested information, which must be sworn under penalty of perjury; appear for
4 depositions; and produce documents for inspection and copying. The Commission
5 is also authorized to obtain discovery, without further leave of court, using any of
6 the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including
7 telephonic depositions), 31, 33, 34, 36, 45, and 69.

8 B. For matters concerning this Order, the Commission is authorized to
9 communicate directly with Defendant. Defendant must permit representatives of
10 the Commission to interview any employee or other person affiliated with him who
11 has agreed to such an interview. The person interviewed may have counsel
12 present.

13 C. The Commission may use all other lawful means, including posing
14 through its representatives as consumers, suppliers, or other individuals or entities,
15 to Defendant or any individual or entity affiliated with Defendant, without the
16 necessity of identification or prior notice. Nothing in this Order limits the
17 Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of
18 the FTC Act, 15 U.S.C. §§ 49, 57b-1.

19 D. Upon written request from a representative of the Commission, any
20 consumer reporting agency must furnish consumer reports concerning Defendant
21 pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.
22 §1681b(a)(1).

1 **XIII. RETENTION OF JURISDICTION**

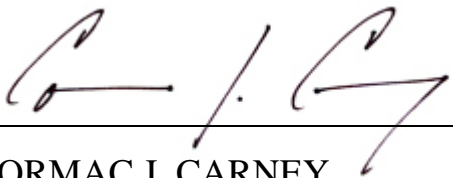
2 IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this
3 matter for all purposes of construction, modification, and enforcement of this
4 Order.

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7 **IT IS SO ORDERED**, this 3rd day of November, 2015.

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10 Dated: _November 3, 2015

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12 _____
13 CORMAC J. CARNEY
14 UNITED STATES DISTRICT JUDGE

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