

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

Case No. 8:08-cv-1735-TBM

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

UNITED HOME SAVERS, LLP
a Florida limited liability partnership,

STEPHANIE DIETSCHY,
individually and as a partner, officer and/or
manager of United Home Savers, and

DARIN DIETSCHY,
individually and as a partner, officer and/or
manager of United Home Savers,

Defendants.

FILED
MIDDLE DISTRICT COURT
FLORIDA
08 SEP -3 AM 9:45
2008

**COMPLAINT FOR PERMANENT INJUNCTION
AND OTHER EQUITABLE RELIEF**

Plaintiff, the Federal Trade Commission (“FTC” or “the Commission”), for its complaint alleges the following:

1. The FTC brings this action under Sections 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, disgorgement of ill-gotten gains, and other equitable relief against Defendants for engaging in deceptive acts or practices in connection with the advertising, marketing, offering for sale, and sale of mortgage foreclosure rescue services in violation of Section 5(a) of the FTC Act, 15 U.S.C.

§ 45(a).

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1337(a) and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

3. Venue in the United States District Court for the Middle District of Florida is proper under 28 U.S.C. §§ 1391(b) and (c), and 15 U.S.C. § 53(b).

PLAINTIFF

4. Plaintiff FTC is an independent agency of the United States Government created by statute. 15 U.S.C. § 41 *et seq.* The FTC is charged, *inter alia*, with enforcement of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be appropriate in each case, including restitution and disgorgement. 15 U.S.C. § 53(b).

DEFENDANTS

5. Defendant UNITED HOME SAVERS LLP ("United Home Savers") is a Florida limited liability partnership with its principal place of business at 617 Clearwater Largo Road N., Largo, Florida 33770-2347. Defendant United Home Savers promotes and sells mortgage foreclosure rescue services. United Home Savers transacts or has transacted business in the Middle District of Florida.

6. Defendant STEPHANIE DIETSCHY is a partner, director, and/ or manager of Defendant United Home Savers. At all times material to this complaint, acting alone or in concert with others, she has formulated, directed, controlled or participated in the acts and practices of United Home Savers, including the deceptive acts and practices set forth in this complaint. She resides in or transacts or has transacted business in the Middle District of Florida.

7. Defendant DARIN DIETSCHY is a partner, director, and/ or manager of Defendant United Home Savers. At all times material to this complaint, acting alone or in concert with others, he has formulated, directed, controlled or participated in the acts and practices of United Home Savers, including the deceptive acts and practices set forth in this complaint. He resides in or transacts or has transacted business in the Middle District of Florida.

COMMERCE

8. At all times material to this complaint, the Defendants have maintained a substantial course of trade, in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS ACTIVITIES

9. Since at least 2005, the Defendants have engaged in a course of conduct to advertise, market, offer to sell, and sell to consumers mortgage foreclosure rescue services.

10. As the initial contact with consumers, Defendants send to consumers a letter stating that the Defendants will assist the consumers in saving their homes from foreclosure.

One letter, for example, states:

It is not too late to save your home. The United Home Savers Program was designed for homeowners like you who have experienced a hardship, and need to find a way to get your mortgage payments back on track. . . . You may be unaware of what you're entitled to as a homeowner in America. . . . The United Home Savers Program was designed for homeowners that have had a hardship and have fallen behind on their mortgage. United Home Savers will help you get what you're entitled to, to help save your home . . . one of our senior underwriters is ready to help you save your home . . . YOU SHOULD CALL NOW SO THAT YOU DON'T LOSE YOUR HOME!!! Call 1-877-442-9858 Ext. 700 to save your home NOW!

11. Consumers call the toll-free number contained in the letter that Defendants send and talk with Defendants, who give consumers a sales pitch in which they state "we can help you keep your home."

12. Initially, Defendants ask potential customers certain qualification questions to "make sure that you qualify for our services." Many consumers are told that they qualify for United Home Savers's services.

13. As part of the sales pitch, Defendants appear to qualify the consumers before they take their money. A financial worksheet is completed to determine whether a consumer qualifies.

14. Defendants then state that they will submit a consumer's financial statement package to the mortgage company in order to obtain one of three programs. One program is a forbearance agreement in which the amount of money that a consumer is behind will be spread out over up to 18 months, to be paid along with the normal monthly mortgage payment. The second program is a loan modification in which the amount of money the

consumer is past due is spread out over the remaining months of the loan. The third program is the government program, which is only used for specific types of loans; the government would pay what the consumer owes as past due and add the amount to the end of the loan.

15. Defendants tell consumers that they will be able to negotiate a solution on the consumers' behalf with their mortgage companies so that foreclosure will be stopped and the consumers can keep their homes. In the script, Defendants tell consumers, "If our underwriters do approve you, they will sign off on your information which means they will help you with a solution to save your home" and "The underwriters did sign off on your documents, meaning they have approved you for a program today."

16. In numerous instances, consumers are told by their United Home Savers representatives that United Home Savers guarantees that they can avoid the foreclosure with which consumers are threatened.

17. Consumers are led to believe that Defendants will stop foreclosure and get the consumers' mortgages reinstated with their mortgage companies.

18. Once consumers are qualified, Defendants charge consumers a fee of \$1200 for their purported services, which includes a \$900 so-called mediation fee and a \$300 administrative fee.

19. In the majority of instances, Defendants do not stop the foreclosure and save the consumer's home.

20. Defendants also lead consumers to believe that, if foreclosure is not stopped and no solution is found, Defendants will refund \$900 of the \$1200 fee back to the consumer.

However, in many instances, Defendants do not refund anything; and in other instances, Defendants issue a refund of only a portion of the \$900.

VIOLATIONS OF SECTION 5 OF THE FTC ACT

21. Section 5 of the FTC Act, 15 U.S.C. § 45(a), prohibits unfair or deceptive acts or practices in or affecting commerce.
22. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

COUNT I

23. Defendants have represented, expressly or by implication, that Defendants will stop foreclosure in all or virtually all instances.
24. In truth and in fact, Defendants do not stop foreclosure in all or virtually all instances.

25. Therefore, Defendants' representations as set forth in Paragraph 23 were, and are, false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT II

26. Defendants have represented, expressly or by implication, that they will refund most of the consumer's fees in all instances where foreclosure cannot be stopped.
27. In truth and in fact, Defendants do not refund most of the consumer's fees in all instances where foreclosure cannot be stopped.
28. Therefore, Defendants' representations as set forth in Paragraph 26 were, and

are, false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

29. Consumers throughout the United States have suffered and continue to suffer substantial monetary loss as a result of the Defendants' violations of the FTC Act as set forth above. In addition, the Defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief by the Court, the Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT'S POWER TO GRANT RELIEF

30. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of the FTC Act. The Court, in the exercise of its equitable jurisdiction, may award other ancillary relief, including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy injury caused by Defendants' law violations.

PRAYER FOR RELIEF

Wherefore, Plaintiff Federal Trade Commission, pursuant to Sections 13(b) of the FTC Act, 15 U.S.C. §§ 53(b), and the Court's own equitable powers, requests that the Court:

1. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including, but not limited to, temporary and

preliminary injunctions, an order freezing assets, immediate discovery of company documents, and a receiver over the corporate defendant;

2. Enter a permanent injunction to prevent future violations of the FTC Act by Defendants;

3. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act, including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and

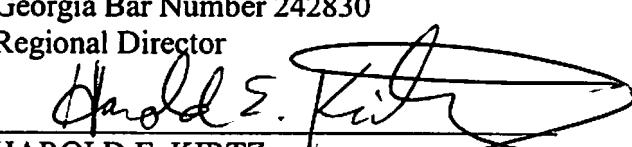
4. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: September 2, 2008

Respectfully submitted,

William Blumenthal
General Counsel

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