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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF  
LOS ANGELES

BY \_\_\_\_\_

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FEDERAL TRADE COMMISSION

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 FEDERAL TRADE COMMISSION,  
12 Plaintiff,

13 v.

14 DINAMICA FINANCIERA LLC,  
15 a California limited liability company;

16 SOLUCIONES DINAMICAS, INC.,  
17 a California corporation;

18 VALENTIN BENITEZ,  
19 an individual;

20 JOSE MARIO ESQUER,  
21 an individual; and

22 ROSA ESQUER,  
23 an individual

24 Defendants.

Case no. CV

CV09-3554

CAS PIWx

COMPLAINT FOR PERMANENT  
INJUNCTIVE AND OTHER  
EQUITABLE RELIEF

25 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), for its  
26 complaint alleges:

27 1. The FTC brings this action against Defendants Dinamica Financiera  
28 LLC, Soluciones Dinamicas, Inc., Jose Mario Esquer, and Valentin Benitez  
(collectively, the "Defendants") under Section 13(b) of the Federal Trade

1 Commission Act (“FTC Act”), 15 U.S.C. § 53(b) to obtain preliminary and  
2 permanent injunctive relief, rescission or reformation of contracts, restitution,  
3 disgorgement of ill-gotten gains, and other equitable relief against Defendants for  
4 engaging in deceptive acts or practices in connection with the advertising,  
5 marketing, offering for sale, and sale of mortgage foreclosure rescue services in  
6 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

7 2. The FTC brings this action against Defendant Rosa Esquer (the  
8 “Fraudulent Transfer Defendant”) under the Federal Debt Collection Procedure  
9 Act, 28 U.S.C. §§ 3001 *et seq.*, to avoid the fraudulent transfer of real property  
10 from Defendant Jose Mario Esquer to the Fraudulent Transfer Defendant. The  
11 avoidance of this transfer is necessary in the interests of justice to secure funds for  
12 redress or disgorgement.

### 13 **JURISDICTION AND VENUE**

14 3. This Court has subject matter jurisdiction pursuant to 15 U.S.C. §§  
15 45(a) and 53(b), and 28 U.S.C. §§ 1331, 1337(a), 1345, and §§ 3001 *et seq.*

16 4. Venue in the United States District Court for the Central District of  
17 California is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).

### 18 **PLAINTIFF**

19 5. Plaintiff **FTC** is an independent agency of the United States  
20 Government created by statute. 15 U.S.C. §§ 41-58, as amended. The  
21 Commission is charged with, *inter alia*, enforcement of Section 5(a) of the FTC  
22 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
23 affecting commerce. The Commission is authorized to initiate federal district court  
24 proceedings, by its own attorneys, to enjoin violations of the FTC Act, and to  
25 secure such equitable relief, including restitution for injured consumers and the  
26 disgorgement of ill-gotten gains, as may be appropriate in each case. 15 U.S.C. §  
27 53(b).

28 ///

1 **DEFENDANTS**

2 6. Defendant **Dinamica Financiera LLC** (“Dinamica”) is a California  
3 limited liability company that has used the addresses 7857 East Florence Avenue,  
4 Suite 201, Downey, CA 90240 and 9550 Firestone Blvd, Suite 201, Downey, CA  
5 90241. Dinamica was formed in August 2000 and operated until at least May  
6 2008, when it transferred its business operations to Soluciones Dinamicas, Inc.  
7 Dinamica transacts or has transacted business in the Central District of California.

8 7. Defendant **Soluciones Dinamicas, Inc.** (“Soluciones”) is a California  
9 corporation with its principal place of business at 9550 Firestone Blvd, Suite 201,  
10 Downey, CA 90241. Soluciones has been in business since May 2008. Soluciones  
11 transacts or has transacted business in the Central District of California.

12 8. Defendant **Jose Mario Esquer** (“Esquer”), an individual, is the  
13 founding member and supervisor of Dinamica, and is a manager of Soluciones.  
14 Esquer, acting alone or in concert with others, has formulated, directed, controlled,  
15 or participated in the acts and practices of Dinamica and Soluciones, including the  
16 acts and practices set forth in this Complaint. Esquer transacts or has transacted  
17 business in the Central District of California.

18 9. Defendant **Valentin Benitez** (“Benitez”), an individual, is a member  
19 and manager of Dinamica, and is a manager and supervisor of Soluciones.  
20 Benitez, acting alone or in concert with others, has formulated, directed, controlled,  
21 or participated in the acts and practices of Dinamica and Soluciones, including the  
22 acts and practices set forth in this Complaint. Benitez transacts or has transacted  
23 business in the Central District of California.

24 **FRAUDULENT TRANSFER DEFENDANT**

25 10. Fraudulent Transfer Defendant **Rosa Esquer** is the wife of Defendant  
26 Jose Mario Esquer. She is the owner of real property located in South Gate,  
27 California. Fraudulent Transfer Defendant Rosa Esquer received real property  
28 located in South Gate, California from Defendant Jose Mario Esquer. She resides

1 in the Central District of California.

2 **COMMERCE**

3 11. The acts and practices of Defendants, as alleged in this Complaint, are  
4 in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act,  
5 15 U.S.C. § 44.

6 **DEFENDANTS’ UNLAWFUL BUSINESS PRACTICES**

7 12. Since at least January 2006, Defendants have advertised, marketed,  
8 offered for sale, and sold mortgage foreclosure rescue services.

9 13. Defendants have advertised and marketed their services by various  
10 means, including via Spanish-language radio and magazine advertisements.

11 14. In their advertisements, Defendants offer to assist consumers who are  
12 behind on their mortgage payments. One of Dinamica’s radio advertisements  
13 (translated from Spanish into English) states:

14 Are you in arrears with your house payments? If you got  
15 behind and need some time to continue making the  
16 payments, we will negotiate your delay so you can  
17 continue making your payments or a new one next month,  
18 or six months from now. To buy your house was a wise  
19 decision, so do not lose it for lack of information. Keep  
20 it! Today you have the opportunity to decide what is best  
21 for your family. Decide today before your bank or the  
22 collection company decide for you. Your peace of mind  
23 and that of your family are most important.

24 Call today: 1-888-350-3344. Write it down:  
25 1-888-350-3344. 1-888-350-3344. Dinámica Financiera,  
26 an option for each situation. Experience and  
27 professionalism assure your peace of mind. Call today:  
28 1-888-350-3344. Write it down: 1-888-350-3344.

29 One of Soluciones’ radio advertisements (translated from Spanish into English)  
30 states:

31 Are you late on your house payment? Is the increase in  
32 gasoline taking money away from you being able to make  
33 your payments? Has the value of your house dropped so  
34 much you don't know what to do? Relax. Your house is  
35 very important. But your tranquility and that of your  
36 family is more important. If for any reason you've gotten  
37 behind and you need time to continue your payments, we  
38 will negotiate your delay in order for you to continue with

1 your payments or make a single reduced payment. And  
2 up to six months from today. We will look for the best  
3 option your bank or collections company can offer you.  
4 Thousands have already qualified to reduce their  
5 payment. Call today! 1-888-350-3344. Write it down!  
6 1-888-350-3344. 1-888-350-3344. 1-888-350-3344.  
7 Soluciones Dinámicas. An option for each situation.  
8 Experience and professionalism guarantee your  
9 tranquility.

6 One of Dinamica's magazine advertisements (translated from Spanish into  
7 English) states:

8 Behind on your house payments?  
9 We can help, call today  
10 Consultation without commitment

11 Dinamica Financiera, LLC  
12 "A solution to every situation"

13 Call free  
14 1-888-350-3344  
15 562-923-6408

14 15. Consumers who call Defendants' phone numbers are typically  
15 advised to come into Defendants' office for a consultation.

16 16. During in-person sales consultations, Defendants promise to save  
17 consumers' homes from foreclosure.

18 17. During in-person consultations, Defendants promise to obtain  
19 mortgage loan modifications, typically resulting in reduced mortgage payments.

20 18. Defendants charge consumers an up-front fee equivalent to each  
21 consumer's monthly mortgage payment for their services. These payments are  
22 typically in the thousands of dollars.

23 19. Since January 2006, consumers have paid Defendants at least \$3.3  
24 million for their services.

25 20. In numerous instances, foreclosure proceedings are initiated against  
26 consumers' homes after consumers hire Defendants.

27 21. In numerous instances, consumers' homes are scheduled to be sold at  
28 trustees' sales after consumers hire Defendants.

1           22. In numerous instances, consumers who retain Defendants’ services  
2 ultimately lose their homes. Other consumers save their homes only through their  
3 own efforts and not because of any service provided by Defendants.

4           23. Defendants do not stop foreclosure in all or virtually all instances.

5           24. Defendants do not obtain mortgage loan modifications in all or  
6 virtually all instances.

7           **DEFENDANT JOSE MARIO ESQUER’S FRAUDULENT TRANSFER**

8           25. On or about August 30, 2008, Defendant Jose Mario Esquer and  
9 Fraudulent Transfer Defendant Rosa Esquer transferred real property located in  
10 South Gate, California (ID#1)<sup>1</sup> from “Jose Mario Esquer and Rosa Esquer,  
11 husband and wife, as joint tenants” to “Rosa Esquer, a married woman as her sole  
12 and separate property.” The transfer was a gift, with the grantor having received  
13 nothing in return.

14           26. This transfer was made:

- 15           a. with an actual intent to hinder, delay, or defraud a creditor; or  
16           b. without receiving a reasonably equivalent value in exchange for the  
17 transfer or obligation, and

- 18           i. Jose Mario Esquer was engaged or was about to engage in a  
19 business or a transaction for which his remaining assets were  
20 unreasonably small in relation to the business or transaction; or  
21           ii. Jose Mario Esquer intended to incur, or believed or reasonably  
22 should have believed that he would incur, debts beyond his  
23 ability to pay as they became due.

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24  
25           <sup>1</sup>This address has been redacted pursuant to Local Rule 79-5.4. The relevant  
26 personal identifiers are listed in the “Personal Data Identifiers Reference List,”  
27 filed concurrently herewith under request for permanent seal.  
28

1                                   **VIOLATIONS OF SECTION 5 OF THE FTC ACT**

2           27.   Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits unfair or  
3 deceptive acts and practices in or affecting commerce.

4           28.   Misrepresentations or omissions of material fact constitute deceptive  
5 acts or practices pursuant to Section 5(a) of the FTC Act.

6                                   Count 1

7           29.   In numerous instances, Defendants have represented to consumers,  
8 expressly or by implication, that Defendants will obtain a mortgage loan  
9 modification or stop foreclosure in all or virtually all instances.

10          30.   In truth and in fact, Defendants do not obtain a mortgage loan  
11 modification or stop foreclosure in all or virtually all instances.

12          31.   Therefore, Defendants’ representations as set forth in Paragraph 29  
13 are false and misleading and constitute deceptive acts or practices in violation of  
14 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

15                                   **VIOLATIONS OF THE FEDERAL DEBT**

16                                   **COLLECTION PROCEDURE ACT**

17                                   Count 2

18          32.   Defendant Jose Mario Esquer transferred real property to Fraudulent  
19 Transfer Defendant Rosa Esquer.

20          33.   This transfer was made:

21               a.   with actual intent to hinder, delay, or defraud a creditor, in  
22 violation of Section § 3304(b)(1)(A) of the Federal Debt Collection  
23 Procedure Act (“FDCPA”); or

24               b.   without receiving a reasonably equivalent value in exchange  
25 for this transfer and (i) Jose Mario Esquer was engaged or was about to  
26 engage in a business or a transaction for which his remaining assets were  
27 unreasonably small in relation to the business or transaction; or (ii) Jose  
28 Mario Esquer intended to incur, or believed or reasonably should have

1 believed that he would incur, debts beyond his ability to pay as they became  
2 due, in violation of Section § 3304(b)(1)(B) of the FDCPA.

3 **CONSUMER INJURY**

4 34. Consumers have suffered and continue to suffer substantial monetary  
5 loss as a result of Defendants' unlawful acts or practices. In addition, Defendants  
6 have been unjustly enriched as a result of the unlawful practices set forth in this  
7 Complaint. Absent injunctive relief from this Court, Defendants are likely to  
8 continue to injure consumers and harm the public interest.

9 **THIS COURT'S POWER TO GRANT RELIEF**

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

16 36. The FDCPA authorizes this Court to set aside fraudulent transfers,  
17 grant remedies against the assets transferred or other property of the transferee, or  
18 grant any other relief the circumstances may require. 28 U.S.C. § 3306(a).

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff Federal Trade Commission, pursuant to  
21 Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), the FDCPA, 28 U.S.C. §§ 3001-  
22 3308, and the Court's own equitable powers, requests that the Court:

- 23 1. Award Plaintiff such preliminary injunctive and ancillary relief as  
24 may be necessary to avert the likelihood of consumer injury during the pendency  
25 of this action, and to preserve the possibility of effective final relief;
- 26 2. Permanently enjoin Defendants from violating the FTC Act as alleged  
27 herein;
- 28 3. Award such relief as the Court finds necessary to redress injury to



1 consumers resulting from the Defendants' violations of the FTC Act, including,  
2 but not limited to, rescission or reformation of contracts, the refund of monies  
3 paid, and the disgorgement of ill-gotten gains;

4 4. Award such relief against Fraudulent Transfer Defendant Rosa Esquer  
5 as the Court finds necessary to secure funds for final relief, including an order  
6 setting aside the transfer of real property to the Fraudulent Transfer Defendant;  
7 and

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

10  
11 Dated: May 19, 2009

Respectfully Submitted,

12 DAVID C. SHONKA  
13 Acting General Counsel

14  
15 /s/ Stacy R. Procter  
16 STACY R. PROCTER  
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