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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

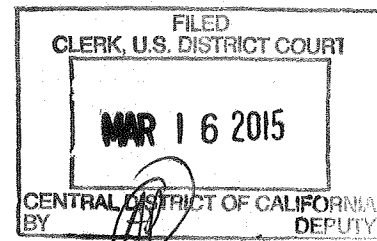
FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FIRST TIME CREDIT SOLUTION,  
CORP., a California Corporation, also  
doing business as FTC CREDIT  
SOLUTIONS, 1st CONSUMER  
CREDIT USA, and DOCTOR de  
CRÉDITO;

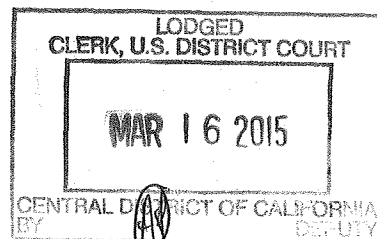
GUILLERMO LEYES, individually  
and as an officer or manager of First  
Time Credit Solution, Corp.;



Case No.

CV 15-01921-DDP(PJW)

COMPLAINT FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF



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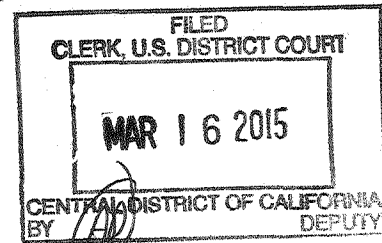
24 FEDERAL TRADE COMMISSION,

25 Plaintiff,

26 v.

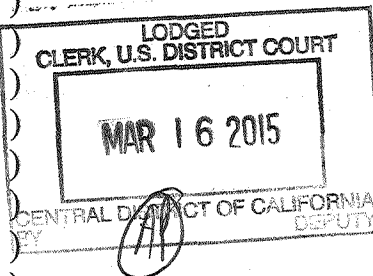
27 FIRST TIME CREDIT SOLUTION,  
28 CORP., a California Corporation, also  
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GUILLERMO LEYES, individually  
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Time Credit Solution, Corp.;



CV 15-01921-DDP (PJWx)

COMPLAINT FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF



1 JIMENA PEREZ, individually and as  
2 an officer or manager of First Time  
3 Credit Solution, Corp.;

4 MARIA BERNAL, individually and  
5 as an officer or manager of First Time  
6 Credit Solution, Corp.; and

7 FERMIN CAMPOS, individually and  
8 as an officer or manager of First Time  
9 Credit Solution, Corp.,

10 Defendants.

11 Plaintiff, the Federal Trade Commission ("Commission"), for its Complaint  
12 alleges:

13 1. The Commission brings this action under Sections 13(b) and 19 of the  
14 Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b) and 57b and  
15 Section 410(b) of the Credit Repair Organizations Act ("CROA"), 15 U.S.C. §  
16 1679h(b), to obtain temporary, preliminary, and permanent injunctive relief,  
17 rescission or reformation of contracts, restitution, the refund of monies paid,  
18 disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts  
19 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and  
20 Section 404 of CROA, 15 U.S.C. § 1679b, in connection with the advertising,  
21 marketing, promotion, offering for sale, or sale of credit repair services.

22 **JURISDICTION AND VENUE**

23 2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§  
24 1331, 1337(a), 1345, and under 15 U.S.C. §§ 45(a), 53(b), 57b, and 1679h(b).

25 3. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c), and  
26 under 15 U.S.C. § 53(b).

27 **SUMMARY OF THE CASE**

28 4. Defendants prey on Spanish-speaking consumers who seek to modify

1 burdensome debts or to improve low credit scores. They falsely pose as affiliates  
2 or licensees of the federal government, namely the Federal Trade Commission,  
3 claiming that these credentials enable them to remove negative information from  
4 consumers' credit reports, eliminate debts, and guarantee consumers a credit score  
5 of 700 or higher within six months or less. Defendants are bilking consumers on a  
6 daily basis, charging each victim approximately \$2,000 for their fraudulent  
7 services.

8 **PLAINTIFF**

9 5. The Commission is an independent agency of the United States  
10 Government created by statute. 15 U.S.C. §§ 41-58. The Commission enforces  
11 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive  
12 acts or practices in or affecting commerce. The Commission also enforces Section  
13 404(a) of CROA, 15 U.S.C. § 1679b(a), which prohibits the use of untrue or  
14 misleading statements to induce the purchase of credit repair services, and Section  
15 404(b) of CROA, 15 U.S.C. § 1679b(b), which prohibits credit service  
16 organizations from charging or receiving money or other valuable consideration  
17 for the performance of credit repair services before such services are fully  
18 performed.

19 6. The Commission is authorized to initiate federal district court  
20 proceedings by its own attorneys to enjoin violations of the FTC Act and CROA,  
21 and to secure such other equitable relief as may be appropriate in each case,  
22 including rescission or reformation of contracts, restitution, the refund of monies  
23 paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A),  
24 56(a)(2)(B), 57b and 1679h(b).

25 **DEFENDANTS**

26 7. Defendant **First Time Credit Solution, Corp.** ("FTC Credit") does  
27 business as FTC Credit Solutions, 1st Consumer Credit USA, and Doctor De  
28 Credito. It is a California corporation with its principal place of business at 4255



1 E. Florence Avenue, Bell, California 90201. On its websites, including  
2 [ftccreditsolutions.org](http://ftccreditsolutions.org), FTC Credit refers to the Florence Avenue office as the  
3 “main office,” and also claims to have offices in San Francisco, New York, Dallas,  
4 Miami, and Chicago. FTC Credit transacts or has transacted business in this  
5 district and throughout the United States.

6 8. Defendant **Guillermo Leyes** is the Marketing Director of FTC Credit.  
7 He is or was, during the period relevant to this Complaint, a signatory for the  
8 company’s bank account. Defendant Leyes has personally promoted the services  
9 of FTC Credit on the radio and on videos posted on the Internet, and his image is  
10 displayed prominently on company websites and in printed advertisements. At all  
11 times material to this Complaint, acting alone or in concert with others, Defendant  
12 Leyes has formulated, directed, controlled, had the authority to control, or  
13 participated in the acts and practices of FTC Credit, including the acts and  
14 practices set forth in this Complaint. Defendant Leyes resides in this district and,  
15 in connection with the matters alleged herein, transacts or has transacted business  
16 in this district and throughout the United States.

17 9. It appears that, on February 17, 2015, Defendant Leyes filed a  
18 petition for relief under Chapter 7 of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.*,  
19 in the United States Bankruptcy Court for the Central District of California, Case  
20 No. 1:15-bk-10497-AA.

21 10. Pursuant to 11 U.S.C. § 362(b)(4), the Commission’s commencement  
22 and prosecution of this action against Defendant Leyes is excepted from the  
23 automatic stay arising under 11 U.S.C. § 362(a), because it is an action brought by  
24 the Commission to enforce its governmental police or regulatory power.

25 11. Defendant **Jimena Perez** is the Chief Executive Officer and Secretary  
26 of FTC Credit, and a Director of the company. She is or was, during the period  
27 relevant to this Complaint, a signatory for the company’s bank account. At all  
28 times material to this Complaint, acting alone or in concert with others, she has

1 formulated, directed, controlled, had the authority to control, or participated in the  
2 acts and practices of FTC Credit, including the acts and practices set forth in this  
3 Complaint. She resides in this district and, in connection with the matters alleged  
4 herein, transacts or has transacted business in this district and throughout the  
5 United States.

6 12. Defendant **Maria Bernal** is a General Manager and VP Sales  
7 Accountant at FTC Credit and personally markets the company's services to  
8 consumers. At all times material to this Complaint, acting alone or in concert with  
9 others, she has formulated, directed, controlled, had the authority to control, or  
10 participated in the acts and practices of FTC Credit, including the acts and  
11 practices set forth in this Complaint. Defendant Bernal resides in this district and,  
12 in connection with the matters alleged herein, transacts or has transacted business  
13 in this district and throughout the United States.

14 13. Defendant **Fermin Campos** is the Chief Financial Officer of FTC  
15 Credit. He is or was, during the period relevant to this Complaint, a signatory for  
16 the company's bank account. Defendant Campos is also the registrant for the  
17 company's websites. At all times material to this Complaint, acting alone or in  
18 concert with others, he has formulated, directed, controlled, had the authority to  
19 control, or participated in the acts and practices of FTC Credit, including the acts  
20 and practices set forth in this Complaint. Defendant Campos resides in this district  
21 and, in connection with the matters alleged herein, transacts or has transacted  
22 business in this district and throughout the United States.

### 23 COMMERCE

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

### 27 DEFENDANTS' BUSINESS PRACTICES

28 15. Since at least January 2013, Defendants have deceptively marketed,

1 advertised, promoted, offered to sell, and sold credit repair services to consumers,  
2 preying primarily on Spanish-speaking consumers with burdensome debts and  
3 troubled credit histories.

4 16. Defendants market their services through Internet websites –  
5 including ftccreditsolutions.org, ftccreditsolutions.com, drdecredito.com, and  
6 doctordecredito.org, printed advertisements, social media, and on the radio.

7 17. True and correct printouts from FTC Credit's websites,  
8 ftccreditsolutions.org and ftccreditsolutions.com, are attached herein as

9 **Attachment A.**

10 18. A true and correct printout from FTC Credit's Facebook page is  
11 attached herein as **Attachment B.**

12 19. In their advertising and in verbal communications with consumers,  
13 Defendants represent that they are affiliated or licensed with the Commission,  
14 while using the Commission's name and a seal that is substantially similar to the  
15 Commission's official seal.

16 20. Defendants, however, are neither affiliated with nor licensed by the  
17 Commission.

18 21. Defendants offer credit repair services to consumers, representing that  
19 their purported affiliation with the Commission, among other false credentials,  
20 allows them to lawfully remove negative information – such as late payments,  
21 defaults, foreclosures and bankruptcies – from consumers' credit reports, even  
22 when such information is accurate and non-obsolete.

23 22. A credit repair service, however, cannot lawfully remove accurate and  
24 non-obsolete negative information from a consumer's credit report.

25 23. In addition to promising the lawful removal of negative information  
26 from credit reports, Defendants also "guarantee" consumers a credit score of 700  
27 or more within six months or less, regardless of the consumer's current credit score  
28 or credit history.

1           24. For example, on February 12, 2015, Defendant Leyes made the  
2 following representations while advertising the company's services on the radio  
3 station KBLA 1580 am (translated from Spanish):

4           Fourteen years working in banking tells you that I can help you. I was the  
5 first to come here on the radio, bringing you what is called credit  
6 restructuring. And what many ask, how are we going to remove a  
7 bankruptcy? This is impossible. How are you going to remove it? They  
8 have had to hold their tongues and say, well, we don't know how he does it.  
9 And I am not going to tell them either. Because to do it I have not rested my  
10 brain, to do it I studied and to do it I have a license direct[ly] from the FTC,  
11 the Federal Trade Commission.

12           ...

13           We will directly ask you, when you sit with Maria Bernal, or Maricarmen  
14 Caballero, or Jimena [Lopez] my daughter, to- directly ask the FTC to  
15 immediately send us your complete credit history, from the moment you had  
16 Social Security, Okay? Like that we use the good and the bad. In this way  
17 we will completely restructure your credit and in ... no more, sorry, than 90,  
18 maximum 120 days, you will come out with a score of 700, guaranteed in  
19 writing.

20           25. Likewise, on February 23, 2015, Defendant Bernal made the  
21 following representations during an undercover call with a Commission  
22 investigator posing as a consumer seeking to improve her credit (translated from  
23 Spanish):

24           DEFENDANT BERNAL: For those people who have gone bankrupt, like  
25 you, the bankruptcy has to be deleted and each of the accounts has to be put  
26 into a positive state, so that they don't keep on affecting you badly and so  
27 that you can reestablish your credit ...

28           INVESTIGATOR: Okay. And how, and how -- how do I get -- I mean,



1 how, how are they deleted? Sorry, that -- How do you delet--?

2 DEFENDANT BERNAL: We work under -- No, no, no, no, no. Don't  
3 worry, this is one of the questions that I need ... to explain it to you.

4 INVESTIGATOR: That's right.

5 DEFENDANT BERNAL: Okay, look. We work under the Federal Trade  
6 Commission, which is a law that was signed by the President in 2010, so that  
7 all the negative, all the stains can be deleted. Last year around August, he  
8 signed a law to delete student loans ... and the hospital accounts, people  
9 always have them. We apply and use all of this. You won't have to do  
10 absolutely anything ... Look, let me explain something to you. We have --  
11 we have more than 7000 customers. You can check us out on our website.  
12 You can see all of this, all the peo[ple], there you can see the people to  
13 whom we have deleted, that we have deleted the bankruptcies for too...

14 INVESTIGATOR: Okay, and how long more or less, more or less does this  
15 take to -- I mean, to, to, so that I can start to get?

16 BERNAL: It's a maximum of six months. That's the maximum, but there  
17 are people that have it completed in 60 to 90 days.

18 26. Defendants typically perform their credit repair services by drafting  
19 letters to creditors and the major consumer reporting agencies, Equifax, Experian  
20 and TransUnion ("dispute letters").

21 27. The dispute letters challenge the accuracy of negative information  
22 appearing on the credit reports of Defendants' customers.

23 28. The dispute letters often do not mention Defendants or indicate that  
24 Defendants drafted them. Instead, Defendants draft the letters in English to appear  
25 as if they were drafted by their customers.

26 29. The dispute letters often contain untruthful information, including  
27 fabricated disputes of negative information on the credit reports of Defendants'  
28 customers that is accurate or non-obsolete.

1           30. Defendants unlawfully charge and collect hundreds of dollars from  
2 their customers in advance of full performance of the credit repair services they  
3 promise to their customers.

4                           **VIOLATIONS OF THE FTC ACT**

5           31. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or  
6 deceptive acts or practices in or affecting commerce.”

7           32. Misrepresentations or deceptive omissions of material fact constitute  
8 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

9                           **COUNT I**

10           **Misrepresentations Regarding Affiliation with the Federal Trade Commission**

11           33. In numerous instances, in connection with the advertising, marketing,  
12 promotion, offering for sale, or sale of credit repair services, Defendants have  
13 represented, expressly or by implication, that they are affiliated or licensed with  
14 the Commission.

15           34. In truth and in fact, Defendants have never been affiliated or licensed  
16 with the Commission.

17           35. Therefore, Defendants’ representations as set forth in Paragraph 33 of  
18 this Complaint are false and misleading and constitute a deceptive act or practice in  
19 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

20                           **COUNT II**

21                           **Misrepresentations Regarding Removal of**

22                           **Negative Information from Consumers’ Credit Reports**

23           36. In numerous instances, in connection with the advertising, marketing,  
24 promotion, offering for sale, or sale of credit repair services, Defendants have  
25 represented, expressly or by implication, that they can lawfully remove negative  
26 information, including accurate and non-obsolete information, from consumers’  
27 credit reports.

28           37. In truth and in fact, in many of these instances, Defendants cannot

1 lawfully remove negative information, including accurate and non-obsolete  
2 information, from consumers' credit reports.

3 38. Therefore, Defendants' representations as set forth in Paragraph 36 of  
4 this Complaint are false and misleading and constitute a deceptive act or practice in  
5 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

6 **COUNT III**

7 **Misrepresentations Regarding Guaranteed Credit**

8 **Score of 700 or Higher within Six Months or Less**

9 39. In numerous instances, in connection with the advertising, marketing,  
10 promotion, offering for sale, or sale of credit repair services, Defendants have  
11 represented, expressly or by implication, that they can guarantee consumers a  
12 credit score of 700 or higher within six months or less.

13 40. In truth and in fact, in many of these instances, Defendants cannot  
14 guarantee consumers a credit score of 700 or higher within six months or less.

15 41. Therefore, Defendants' representations as set forth in Paragraph 39 of  
16 this Complaint are false and misleading and constitute a deceptive act or practice in  
17 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

18 **VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT**

19 42. Section 402(b) of CROA, 15 U.S.C. § 1679(b), explains that the  
20 purposes of the CROA are:

21 (1) to ensure that prospective buyers of the services of credit repair  
22 organizations are provided with the information necessary to make an  
23 informed decision regarding the purchase of such services; and (2) to protect  
24 the public from unfair or deceptive advertising and business practices by  
25 credit repair organizations.

26 43. Section 404(a)(3) of CROA, 15 U.S.C. § 1679b(a)(3), provides that  
27 "[n]o person may ... make or use any untrue or misleading representation of the  
28 services of the credit repair organization."

45. Defendants fall under the definition of “credit repair organization,” as the term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3):

46. Pursuant to Section 410(b)(1) of CROA, 15 U.S.C. § 1679h(b)(1), any violation of any requirement or prohibition of CROA constitutes an unfair or deceptive act or practice in commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### COUNT IV

48. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of services to consumers by a credit repair organization, as that term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3), Defendants have made untrue or misleading representations to consumers, including that Defendants:



- b. can lawfully remove negative information, including accurate and non-obsolete information, from consumers' credit reports; and
- c. can guarantee consumers a credit score of 700 or above within six months or less.

49. Defendants' acts or practices described in Paragraph 48 of this Complaint violate Section 404(a)(3) of CROA, 15 U.S.C. § 1679b(a)(3).

### **COUNT V**

#### **Charging and Collecting Fees for Credit**

##### **Repair Services before Such Services are Fully Performed**

50. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of services to consumers by a credit repair organization, as that term is defined in Section 403(3) of CROA, 15 U.S.C. § 1679a(3), Defendants have charged or received money or other valuable consideration for the performance of credit repair services that Defendants have agreed to perform before such services were fully performed.

51. Defendants acts or practices described in Paragraph 50 of this Complaint violate Section 404(b) of CROA, 15 U.S.C. § 1679b(b).

### **CONSUMER INJURY**

52. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of Sections 5(a) of the FTC Act, 15 U.S.C. § 45(a) and Sections 404(a) and 404(b) of CROA, 15 U.S.C. §§ 1679b(a) & (b). In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

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

53. Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of CROA, 15 U.S.C. § 1679h(b), empower this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and

1 redress violations of the FTC Act and CROA. The Court, in the exercise of its  
2 equitable jurisdiction, may award ancillary relief, including rescission or  
3 reformation of contracts, restitution, the refund of monies paid, and the  
4 disgorgement of ill-gotten monies, to prevent and remedy any violation of any  
5 provision of law enforced by the Commission.

6 **PRAYER FOR RELIEF**

7 Wherefore, the Commission, pursuant to Sections 13(b) and 19 of the FTC  
8 Act, 15 U.S.C. §§ 53(b) and 57b, Section 410(b) of CROA, 15 U.S.C. § 1679h(b),  
9 and the Court's own equitable powers, requests that the Court:

10 A. Award the Commission such preliminary injunctive and ancillary  
11 relief as may be necessary to avert the likelihood of consumer injury during the  
12 pendency of this action and to preserve the possibility of effective final relief,  
13 including but not limited to, temporary and preliminary injunctions, an order  
14 freezing assets, immediate access, limited expedited discovery, and the  
15 appointment of a receiver;

16 B. Enter a permanent injunction to prevent future violations of the FTC  
17 Act and CROA by Defendants;


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

23 D. Award the Commission the costs of bringing this action, as well as  
24 such other and additional relief as the Court may determine to be just and proper.  
25  
26  
27  
28

1 March 16, 2015


Respectfully submitted,

2  
3 JONATHAN E. NUECHTERLEIN  
4 General Counsel

5  
6   
7 DOTAN WEINMAN  
8 RHONDA PERKINS  
9 STACY R. PROCTER (Local Counsel)  
10 Attorneys for Plaintiff  
11 Federal Trade Commission  
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# **Attachment A**





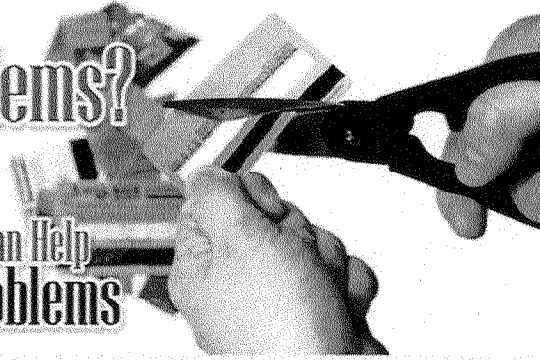
**FTC Credit Solutions**  
HELPING FAMILIES ACROSS AMERICA

Select Language

SE HABLA ESPAÑOL  
4255 E. Florence Ave. Bell, CA 90201  
Phone: 866-808-4747


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# Do You Have Credit Problems?




Call Us and Ask How We Can Help Your Credit Problems

## View Testimonials



Click here!    

## Proof of Credit Repair




Read more...

## WHY OUR CREDIT REPAIR SERVICES?


### Strong Business Ethics

Our company practices strong business ethics such as Trust, Responsibility, Accountability, Reliance and the best customer service in the market to assure you the best possible experience.




### Money Back Guarantee

We guarantee to provide you with the best deal and accommodate to different types of budgets. We also prove our customers with flexible monthly payment and guarantee to show you results in writing.




### Positive Testimonials

Rated number one for having the most Positive Testimonials and Reviews of satisfied customers in the entire United States. Hundreds of our satisfied customers have left video testimonials of which can be seen on our Youtube channel.



### Best Credit Repair California

Rated number one Credit Repair company in California for the 5th consecutive time. Our dedication to our customers and our community has reflected that our business is without a doubt number one Credit Repair Company in California.



### Best Credit Repair Los Angeles

Rated number one by the community of Los Angeles for offering the best Credit Repair services at affordable rates. The video testimonials of hundreds of our customers are a reflection of our dedication.

## \$12,350,120

2013 - 2014 Debt Removed

### Our Publicity in the Radio!

Listen to us help families across America live on the radio.

**1330 AM)) ESPN DEPORTES**  
Saturday for 7am - 8am  
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Wednesday: 5pm - 6pm  
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[www.streamingtho.net](http://www.streamingtho.net)

**La Ranchera 930AM**  
Wednesday: 5pm - 6pm  
Thursdays: from 5pm - 6:30pm

**QUE BUENA 105.5 / 94.1 FM**



## Why act now?

As lending options for consumers with poor credit continue to decrease, having a healthy credit score has never been more important. When you consider that the only alternative is waiting ten years for credit problems to go away, there's no better time to act than the present.



FTC Solutions

Like

72 people like FTC Solutions.



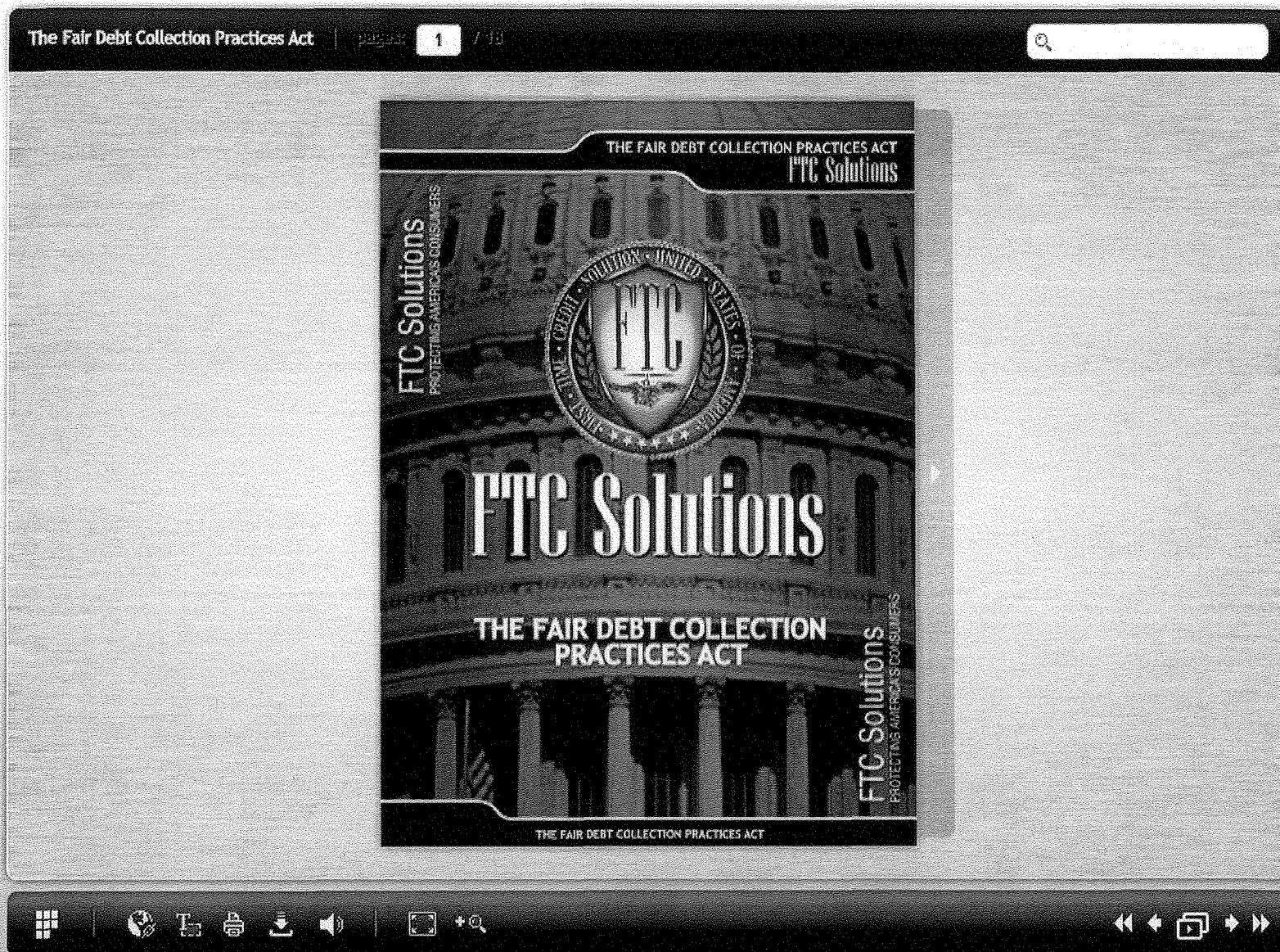
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# **Attachment B**



FTC Solutions - Cudahy (Cudahy, California) - Legal/Law | Facebook - Internet Explorer  
<https://www.facebook.com/FtcSolutions>

facebook

Email or Phone Password Log In  
   
☐ Keep me logged in [Forgot your password?](#)

**FTC Credit Solutions**  
[www.ftccreditsolutions.org](http://www.ftccreditsolutions.org)

**FTC Solutions**  
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