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

FEDERAL TRADE COMMISSION,  
  
Plaintiff,  
  
v.  
  
CD CAPITAL INVESTMENTS, LLC, *et al.*  
  
Defendants.

Case no. SACV14-01033-JLS  
(RNBx)

**ORDER ENTERING  
STIPULATED PRELIMINARY  
INJUNCTION**

THIS MATTER comes before the Court upon the Stipulation of Plaintiff, Federal Trade Commission (“FTC”) and Defendants CD Capital Investments, LLC, CD Capital, LLC, GDS Information Services, Inc., Christian D. Quezada, Mireya Duenas, and Gabriel Drews Stewart (collectively, “Defendants”) for entry of a stipulated preliminary injunction order (“Order”). The FTC and Defendants may be referred to herein as the “Parties.”



1 television, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book  
2 insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit  
3 card, point of purchase display, film, slide, audio program transmitted over a  
4 telephone system, telemarketing script, on-hold script, upsell script, training  
5 materials provided to telemarketing firms, program-length commercial  
6 (“infomercial”), the Internet, cellular network, or any other medium. Promotional  
7 materials and items and Web pages are included in the term.

8 3. **“Consumer-specific commercial communication”** means a  
9 commercial communication that occurs prior to the consumer agreeing to permit  
10 the provider to seek offers of mortgage assistance relief on behalf of the consumer,  
11 or otherwise agreeing to use the mortgage assistance relief service, and that is  
12 directed at a specific consumer.

13 4. **“Defendants”** means the Corporate Defendants and the Individual  
14 Defendants, individually, collectively, or in any combination, and each of them by  
15 whatever names each might be known.

16 5. **“Document”** and **“Electronically Stored Information”** are  
17 synonymous in meaning and equal in scope to the usage of the terms in Rule 34(a)  
18 of the Federal Rule of Civil Procedure and include but are not limited to:

19 a) The original or a true copy of any written, typed, printed,  
20 electronically stored, transcribed, taped, recorded, filmed,  
21 punched, or graphic matter or other data compilations of any  
22 kind, including, but not limited to, letters, email or other  
23 correspondence, messages, memoranda, interoffice  
24 communications, notes, reports, summaries, manuals, magnetic  
25 tapes or discs, tabulations, books, records, checks, invoices,  
26 work papers, journals, ledgers, statements, returns, reports,  
27 schedules, or files; and  
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1           b) Any electronically stored information stored on any server,  
2           Blackberrys or any type of mobile device, flash drives, personal  
3           digital assistants (“PDAs”), desktop personal computer and  
4           workstations, laptops, notebooks, and other portable computers,  
5           or other electronic storage media, whether assigned to  
6           individuals or in pools of computers available for shared use, or  
7           personally owned but used for work-related purposes; backup  
8           disks and tapes, archive disks and tapes, and other forms of  
9           offline storage, whether stored onsite with the computer used to  
10          generate them, stored offsite in another company facility, or  
11          stored, hosted, or otherwise maintained offsite by a third-party;  
12          and computers and related offline storage used by Defendants  
13          or Defendants’ participating associates, which may include  
14          persons who are not employees of the company or who do not  
15          work on company premises.

16          6.       **“Individual Defendants”** means Defendants Christian D. Quezada,  
17          Mireya Duenas, and Gabriel Drews Stewart, by those names, and any other names  
18          by which they might be known.

19          7.       **“Mortgage Assistance Relief Service”** means any service, plan, or  
20          program, offered or provided to the consumer in exchange for consideration, that is  
21          represented expressly or by implication, to assist or attempt to assist the consumer  
22          with any of the following:

23               a)       stopping, preventing, or postponing any mortgage or deed of  
24               trust foreclosure sale for the consumer’s dwelling, any  
25               repossession of the consumer’s dwelling, or otherwise saving  
26               the consumer’s dwelling from foreclosure or repossession;  
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- 1           b) negotiating, obtaining, or arranging a modification of any term
- 2           of a dwelling loan, including a reduction in the amount of
- 3           interest, principal balance, monthly payments, or fees;
- 4           c) obtaining any forbearance or modification in the timing of
- 5           payments from any dwelling loan holder or servicer on any
- 6           dwelling loan;
- 7           d) negotiating, obtaining, or arranging any extension of the period
- 8           of time within which the consumer may (i) cure his or her
- 9           default on a dwelling loan, (ii) reinstate his or her dwelling
- 10          loan, (iii) redeem a dwelling, or (iv) exercise any right to
- 11          reinstatement a dwelling loan or redeem a dwelling;
- 12          e) obtaining any waiver of an acceleration clause or balloon
- 13          payment contained in any promissory note or contract secured
- 14          by any dwelling; or
- 15          f) negotiating, obtaining, or arranging (i) a short sale of a
- 16          dwelling, (ii) a deed-in-lieu of foreclosure, (iii) or any other
- 17          disposition of a dwelling loan other than a sale to a third party
- 18          that is not the dwelling loan holder.

19 The foregoing shall include any manner of claimed assistance, including, but not  
20 limited to, auditing or examining a consumer's mortgage or home loan application  
21 and offering to provide or providing legal services.

22           8.       **“Mortgage Assistance Relief Service Provider” or “Provider”**  
23 means any person that provides, offers to provide, or arranges for others to  
24 provide, any mortgage assistance relief service. This term does not include:

- 25           a) The dwelling loan holder, or any agent or contractor of such
- 26           individual or entity.
- 27           b) The servicer of a dwelling loan, or any agent or contractor of
- 28           such individual or entity.



1 **II.**

2 **DISCLOSURES REQUIRED BY AND REPRESENTATIONS**  
3 **PROHIBITED BY REGULATION O (FORMERLY MARS RULE)**

4 **IT IS FURTHER ORDERED** that Defendants, their officers, agents,  
5 servants, employees, and attorneys, and all other persons in active concert or  
6 participation with any of them, who receive actual notice of this Order, whether  
7 acting directly or indirectly, in connection with the telemarketing, advertising,  
8 marketing, promotion, offering for sale, sale or performance of any Mortgage  
9 Assistance Relief Service, are hereby preliminarily restrained and enjoined from  
10 engaging in, or assisting others in engaging in, the following conduct:

- 11 A. Misrepresenting, expressly or by implication, any material aspect of  
12 their services, in violation of 12 C.F.R. § 1015.3(b) & 16 C.F.R. §  
13 322.3(b);
- 14 B. Representing, expressly or by implication, that a consumer cannot or  
15 should not contact or communicate with his or her lender or servicer,  
16 in violation of 12 C.F.R. § 1015.3(a) & 16 C.F.R. § 322.3(a);
- 17 C. Failing to make the following disclosure in all general and consumer-  
18 specific commercial communications: “[Name of Company]” is not  
19 associated with the government, and our service is not approved by  
20 the government or your lender,” in violation of 12 C.F.R. §  
21 1015.4(a)(1) and (b)(2) & 16 C.F.R. § 322.4(a)(1) and (b)(2);
- 22 D. In cases where the Mortgage Assistance Relief Service Provider has  
23 represented, expressly or by implication, that consumers will receive  
24 any service or result set forth in subparagraphs (b) through (f) of the  
25 definition of Mortgage Assistance Relief Service herein, failing to  
26 make the following disclosure in all general and consumer-specific  
27 commercial communications: “Even if you accept this offer and use  
28 our service, your lender may not agree to change your loan,” in

1 violation of 12 C.F.R. § 1015.4(a)(2) and (b)(3) & 16 C.F.R.  
2 § 322.4(a)(2) and (b)(3);

3 E. Failing to make the following disclosure in all consumer-specific  
4 commercial communications: “You may stop doing business with us  
5 at any time. You may accept or reject the offer of mortgage assistance  
6 we obtain from your lender [or servicer]. If you reject the offer, you  
7 do not have to pay us. If you accept the offer, you will have to pay us  
8 [insert amount or method for calculating the amount] for our  
9 services.” For the purposes of this subsection, the amount “you will  
10 have to pay” shall consist of the total amount the consumer must pay  
11 to purchase, receive, and use all of the mortgage assistance relief  
12 services that are the subject of the sales offer, including but not  
13 limited to, all fees and charges, in violation of 12 C.F.R. §  
14 1015.4(b)(1) & 16 C.F.R. § 322.4(b)(1); and

15 F. Failing, in all general commercial communications, consumer-specific  
16 commercial communications, and other communications in cases  
17 where any Defendant or person has represented, expressly or by  
18 implication, that the consumer should temporarily or permanently  
19 discontinue payments, in whole or in part, on a dwelling loan, to place  
20 clearly and prominently, and in close proximity to any such  
21 representation the following disclosure: “If you stop paying your  
22 mortgage, you could lose your home and damage your credit rating,”  
23 in violation of 12 C.F.R. § 1015.4(c) & 16 C.F.R. § 322.4(c).

24 **III.**

25 **PROHIBITION ON COLLECTION OF ADVANCE FEES**

26 **IT IS FURTHER ORDERED** that Defendants, their officers, agents,  
27 servants, employees, and attorneys, and all other persons in active concert or  
28 participation with any of them, who receive actual notice of this Order, whether

1 acting directly or indirectly, in connection with the telemarketing, advertising,  
2 marketing, promotion, offering for sale, sale or performance of any Mortgage  
3 Assistance Relief Service, are hereby preliminarily restrained and enjoined from  
4 asking for or receiving payment of any fee or other consideration until a consumer  
5 has executed a written agreement between the consumer and the consumer's loan  
6 holder or servicer incorporating the offer of mortgage assistance relief obtained by  
7 Defendants.

8 **IV.**

9 **FINANCIAL ACCOUNTING**

10 **IT IS FURTHER ORDERED** that within (7) business days after service of  
11 this Order, each Defendant shall complete and deliver to the FTC a statement,  
12 sworn under penalty of perjury, of all payments, transfers or assignments of funds,  
13 assets, or property worth more than \$2,500 since July 7, 2014. The statement shall  
14 identify each person to whom a transfer has been made and the total amount  
15 transferred during that period. Such statement also shall include: (a) the  
16 transferee's name, address and relationship; (b) the property transferred; (c) the  
17 aggregate value; and (d) the transfer date; and (e) the type of transfer.

18 **V.**

19 **PRESERVATION OF RECORDS**

20 **IT IS FURTHER ORDERED** that Defendants, their officers, agents,  
21 servants, employees, and attorneys, and all other persons in active concert or  
22 participation with any of them, who receive actual notice of this Order, whether  
23 acting directly or indirectly, in connection with the telemarketing, advertising,  
24 marketing, promotion, offering for sale, sale or performance of any Mortgage  
25 Assistance Relief Service, are hereby preliminarily restrained and enjoined from  
26 destroying, erasing, mutilating, concealing, altering, transferring or otherwise  
27 disposing of, in any manner, directly or indirectly, any documents or records that  
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1 relate to the business practices, or business or personal finances, of Defendants, or  
2 any entity directly or indirectly under the control of Defendants.

3 This Section specifically applies to, but is not limited to, all documents that  
4 have been or are displayed on or have been or are accessible from any and all  
5 Internet websites owned or controlled by any Defendant, including but not limited  
6 to any of the websites with the following domain names: **www.uw-solutions.com;**  
7 **www.2apply.net; www.npvreport.com.**

8 **VI.**

9 **PROHIBITION ON RELEASE OF**  
10 **CUSTOMER INFORMATION OR CUSTOMERS LISTS**

11 **IT IS FURTHER ORDERED** that Defendants, and their officers, agents,  
12 directors, servants, employees, salespersons, and attorneys and all other persons in  
13 active concert or participation with any of them, who receive actual notice of this  
14 Order, whether acting directly or indirectly, in connection with the telemarketing,  
15 advertising, marketing, promotion, offering for sale, sale or performance of any  
16 Mortgage Assistance Relief Service, are hereby preliminarily restrained and  
17 enjoined from selling, renting, leasing, transferring, or otherwise disclosing the  
18 name, address, telephone number, credit card number, bank account number, email  
19 address, social security number, or other identifying information of any person that  
20 Defendants obtained prior to entry of this Order in connection with any Mortgage  
21 Assistance Relief Service; provided that Defendants may disclose such identifying  
22 information to a law enforcement agency or as required by any law, regulation, or  
23 court order.

24 **VII.**

25 **DISTRIBUTION OF ORDER**

26 **IT IS FURTHER ORDERED** that the Individual Defendants shall  
27 immediately provide a copy of this Order to each of their affiliates, franchises,  
28 subsidiaries, divisions, successors, assigns, directors, officers, managing agents,

1 employees, representatives, and independent contractors and shall, within ten (10)  
2 business days from the date of service of this Order, serve on Plaintiff affidavits  
3 identifying the names, titles, addresses, and telephone numbers of the persons and  
4 entities whom they have served pursuant to this provision.

5 **VIII.**

6 **CORRESPONDENCE**

7 **IT IS FURTHER ORDERED** that, for the purposes of this Order, because  
8 mail addressed to the FTC is subject to delay due to heightened security  
9 screenings, all correspondence and service of pleadings on Plaintiff shall be sent  
10 either via email, facsimile, or overnight courier such as FedEx or UPS addressed  
11 to:

12 LaShawn M. Johnson  
13 Mark L. Glassman  
14 Federal Trade Commission  
15 600 Pennsylvania Ave., NW  
16 Mail Stop: CC-10232  
17 Washington, D.C. 20580  
18 Fax: (202) 326-3768  
19 E-mail: ljohnson@ftc.gov; mglassman@ftc.gov

20 **IX.**

21 **SERVICE OF THIS ORDER**

22 **IT IS FURTHER ORDERED** that copies of this Order may be served by  
23 facsimile transmission, email, or personal or overnight delivery, upon any entity or  
24 person that may have possession, custody, or control of any documents of any  
25 Defendant, or that may be subject to any provision of this Order. Defendants shall  
26 be served through counsel as follows:

27 Defendants CD Capital Investments, LLC, CD Capital, LLC, Christian D.  
28 Quezada, and Mireya Duenas  
Michael B. Kushner, Esq.  
Kushner Carlson, PC  
15 Enterprise, Suite 110

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Aliso Viejo, CA 92656  
Fax: (949) 421-3031  
Email: mkushner@kushnercarlson.com; rparades@kushnercarlson.com

Defendants GDS Information Services, Inc. and Gabriel Drews Stewart  
Dana Leigh Ozols, Esq.  
Law Office of Dana Leigh Ozols  
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Email: dana@ozolslaw.com

**X.**

**RETENTION OF JURISDICTION**

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

Dated this 21st day of August, 2014.

**SO ORDERED:**



\_\_\_\_\_  
Honorable Josephine L. Staton  
United States District Judge