

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 14-23879-CIV-ALTONAGA/O'Sullivan

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

CENTRO NATURAL CORP., *et al.*,

Defendants, and

BIONORE, INC., *et al.*,

Relief Defendants.

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**STIPULATED FINAL ORDER FOR MONETARY JUDGMENT AS TO RELIEF  
DEFENDANT ALLIANZA INMOBILIARIA CORP.**

Plaintiff, the Federal Trade Commission (“FTC”), filed its First Amended Complaint [ECF No. 14] for a permanent injunction and other equitable relief in this matter, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b) and 57b, Section 814 of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692l, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101–6108. (*See generally* First Am. Compl.). The First Amended Complaint names Allianza Inmobiliaria Corp. (“Allianza”) as a Relief Defendant. The FTC and Allianza stipulate to the entry of this Stipulated Order for Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them.

**THEREFORE, IT IS ORDERED** as follows:

**FINDINGS**

1. This Court has jurisdiction over this matter.

2. The First Amended Complaint charges the Defendants participated in deceptive acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the FDCPA, 15 U.S.C. §§ 1692–1692p; and the FTC’s Trade Regulation Rule entitled “Telemarketing Sales Rule,” 16 C.F.R. Part 310.
3. Allianza admits it received one hundred seventy-two thousand dollars (\$172,000) from Defendant Sumore, L.L.C. the First Amended Complaint alleges were the proceeds of Sumore, L.L.C.’s alleged unlawful conduct. The First Amended Complaint does not allege Allianza participated in Sumore, L.L.C. or any of the other Defendants’ alleged unlawful conduct.
4. Allianza waives any claim it may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agrees to bear its own costs and attorney fees.
5. Allianza waives all rights to appeal or otherwise challenge or contest the validity of this Order.

## I. DEFINITIONS

1. **“Allianza”** means Relief Defendant Allianza Immobiliaria Corp. and its successors and assigns.
2. **“Defendants”** means Defendants Centro Natural Corp, Sumore, L.L.C., Javier Sumbre, Jessica Anzola, Carolina Orellana, Damian Biondi, Susana Sumbre, individually, collectively, or in any combination.
3. **“FTC”** means the Federal Trade Commission.

4. “**North Miami Property**” means the real property commonly known as (1) 1298 NE 182nd Street, North Miami Beach, Florida 33162-1332 and (2) 2140 NE 183rd Street, North Miami Beach, Florida 33179.

5. “**Receiver**” means Scott Dimond, appointed in Section X of the Stipulated Preliminary Injunction (ECF No. 131) and Section XIII of the litigated Preliminary Injunction (ECF No. 152), and any deputy receivers that shall be named by Mr. Dimond.

## II. MONETARY JUDGMENT

**IT IS FURTHER ORDERED** that monetary judgment is entered in favor of the FTC and against Allianza in the amount of **one hundred seventy-two thousand dollars (\$172,000)**.

A. Allianza must submit payment of one hundred seventy-two thousand dollars (\$172,000) to the FTC by electronic funds transfer in accordance with instructions provided by FTC counsel within thirty (30) days of the entry of this Order, or in the alternative,

B. Thirty-one (31) days after the entry of this Order, Allianza shall surrender to the Receiver all control, title, dominion, and interest in the North Miami Property.

1. Allianza shall promptly provide the Receiver with all documents and signatures the Receiver may deem necessary to execute the transfer and sale of the North Miami Property and otherwise cooperate with the Receiver to allow the Receiver to sell the North Miami Property as soon as reasonably practicable (*see* Section II.B.2).

2. The Receiver shall as soon as reasonably practicable put the North Miami Property for sale and make the following payments from the sale proceeds, net of

expenses, costs and fees: (1) \$172,000 to the FTC; and (2) the remaining proceeds, if any, to Allianza.

3. In the event that the sale proceeds, net of expenses, costs and fees, from the sale of the North Miami Property equal less than \$172,000, Allianza shall make up the difference to the FTC by a cash payment. Said cash payment shall be made within seven (7) days of the final sale closing on the North Miami Property, by electronic funds transfer in accordance with instructions provided by FTC counsel.

4. All expenses associated with the North Miami Property incurred prior to the transfer described in Section II.B., if any, including all taxes, insurance, association or building fees or dues, utilities and debts are to be paid by Allianza.

C. The asset freeze is modified to permit the cash payment or the transfer of the North Miami Property identified in Sections II.A–B. Upon completion of the payment identified in Section II.A or the transfer of the North Miami Property to the Receiver, as set forth in Section II.B. and including completion of the obligations set forth in Section II.B.1, the asset freeze is dissolved.

D. The facts alleged in the First Amended Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

E. Allianza relinquishes dominion and all legal and equitable right, title, and interest in all funds and assets transferred pursuant to this Order and may not seek the return of any funds or assets.

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

G. Allianza acknowledges that its Taxpayer Identification Number, which Allianza previously submitted to the FTC, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

H. All money paid to the FTC pursuant to this Order may be deposited into a fund administered by the FTC or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the FTC may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the First Amended Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Allianza has no right to challenge any actions the FTC or its representatives may take pursuant to this Section.

### **III. ORDER ACKNOWLEDGMENTS**

**IT IS FURTHER ORDERED** that Allianza, within seven (7) days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury.

#### IV. COMPLIANCE MONITORING

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Allianza's compliance with its payment obligation under Section II of this Order, including any failure to transfer any funds as required by Section II of this Order:

A. Within fourteen (14) days of receipt of a written request from a representative of the FTC Allianza must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The FTC is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the FTC is authorized to communicate directly with Allianza. Allianza must permit representatives of the FTC to interview any employee or other person affiliated with Allianza who has agreed to such an interview. The person interviewed may have counsel present.

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


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

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**V. RETENTION OF JURISDICTION**

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

**DONE AND ORDERED** in Chambers at Miami, Florida, this 26th day of June, 2015.

  
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**CECILIA M. ALTONAGA**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record

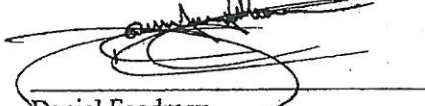
**FOR FEDERAL TRADE COMMISSION**



Date: 6/24/15

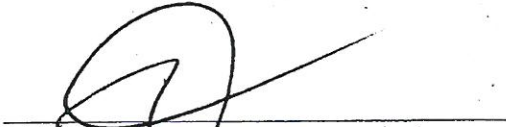
Janice L. Kopec (Special Bar # A5501818)  
Dotan Weinman (Special Bar # A5501798)  
FEDERAL TRADE COMMISSION  
600 Pennsylvania Ave., N.W.  
Mail Stop CC-8528  
Washington, D.C. 20580  
Telephone: 202-326-2550 (Kopec)  
Telephone: 202-326-3049 (Weinman)  
Facsimile: 202-326-3768  
jkopec@ftc.gov; dweinman@ftc.gov  
*Counsel for Plaintiff Federal Trade Commission*

**FOR ALLIANZA INMOBILIARIA CORP.:**



Date: 4/15/2015

Daniel Foodman  
Steve L. Wasserstein  
Dennis J. Wouters  
WNF LAW, P.L.  
1111 Brickell Avenue  
Suite 2200  
Miami, Florida 33131  
305-760-8500  
djw@wnflaw.com  
*Counsel for  
Allianza Inmobiliaria Corp.*



Date: 4/15/15

W. Steven Adams  
Matthew L. Jones  
JONES & ADAMS P.A.  
1111 Brickell Avenue 999 Ponce De Leon Blvd.,  
Suite 2200 Suite 925  
Miami, Florida 33131  
Coral Gables, FL 33134  
305-270-8858  
matthew@jones-adams.com  
*Counsel for  
Allianza Inmobiliaria Corp.*





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Jorge Sumbre, President  
*Allianza Inmobiliaria Corp.*

Date: 4/13/2015