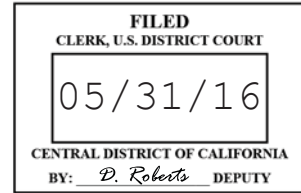


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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 FEDERAL TRADE COMMISSION,

14 Plaintiff,

15 v.

16 DAMIAN KUTZNER, individually and as
17 an officer of BROOKSTONE LAW P.C.
18 (California), BROOKSTONE LAW P.C.
19 (Nevada), ADVANTIS LAW P.C., and
20 ADVANTIS LAW GROUP P.C.; VITO
21 TORCHIA, JR., individually and as an
22 officer of BROOKSTONE LAW P.C.
23 (California) and BROOKSTONE LAW
24 P.C. (Nevada); JONATHAN
25 TARKOWSKI, individually and as an
26 officer of BROOKSTONE LAW P.C.
27 (California) and BROOKSTONE LAW
28 P.C. (Nevada); R. GEOFFREY
BRODERICK, individually and as an
officer of ADVANTIS LAW P.C. and
ADVANTIS LAW GROUP P.C.;
CHARLES T. MARSHALL, individually
and as an officer of ADVANTIS LAW
P.C. and ADVANTIS LAW GROUP P.C.;
BROOKSTONE LAW P.C., d/b/a
BROOKSTONE LAW GROUP, a
California professional corporation;
BROOKSTONE LAW P.C., d/b/a
BROOKSTONE LAW GROUP, a Nevada

SACV16-00999 BRO (AFMx)

Case No. _____

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

1 professional corporation; ADVANTIS
2 LAW P.C., a California professional
3 corporation; and ADVANTIS LAW
4 GROUP P.C., a California professional
5 corporation,

Defendants.

6 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint, alleges:

7 1. The FTC brings this action under Section 13(b) of the Federal Trade
8 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the 2009 Omnibus
9 Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678 (Mar. 11,
10 2009) (“Omnibus Act”), as clarified by the Credit Card Accountability
11 Responsibility and Disclosure Act of 2009, Public Law 111-24, Section 511, 123
12 Stat. 1734, 1763-64 (Mar. 22, 2009) (“Credit Card Act”), and amended by the
13 Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-
14 203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”),
15 12 U.S.C. § 5538, to obtain temporary, preliminary, and permanent injunctive
16 relief, rescission or reformation of contracts, restitution, the refund of monies paid,
17 disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts
18 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the
19 Mortgage Assistance Relief Services Rule (“MARS Rule”), 16 C.F.R. Part 322,
20 recodified as Mortgage Assistance Relief Services, 12 C.F.R. Part 1015
21 (“Regulation O”).

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction over this matter under 28
24 U.S.C. §§ 1331, 1337(a), and 1345; 15 U.S.C. §§ 45(a), 53(b); and Section 626 of
25 the Omnibus Act, as clarified by Section 511 of the Credit Card Act, and amended
26 by Section 1097 of the Dodd-Frank Act, 12 U.S.C. § 5538.

27 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2),
28 (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

PLAINTIFF

1
2 4. The FTC is an independent agency of the United States Government
3 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC
4 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or
5 affecting commerce. Pursuant to the Omnibus Act § 626, 123 Stat. at 678, as
6 clarified by the Credit Card Act, § 511, 123 Stat. at 1763-64, the FTC promulgated
7 the MARS Rule, 16 C.F.R. Part 322. The MARS Rule generally defines mortgage
8 assistance relief services as express or implied assistance in, among other things,
9 stopping or delaying foreclosures, negotiating or obtaining any modification of any
10 term of a mortgage loan, and obtaining forbearance on mortgage payments. The
11 MARS Rule prohibits certain conduct by providers of mortgage assistance relief
12 services, including the collection of advance fees, the making of certain
13 representations, and the failure to make certain disclosures. The Dodd-Frank Act,
14 § 1097, 124 Stat. at 2102-03, 12 U.S.C. § 5538, transferred rulemaking authority
15 over the MARS Rule to the Consumer Financial Protection Bureau, which
16 recodified the MARS Rule as 12 C.F.R. Part 1015 effective December 30, 2011,
17 and designated it Regulation O. Pursuant to the Dodd-Frank Act, § 1097, 12
18 U.S.C. § 5538, the FTC retains its authority to enforce the MARS Rule and
19 Regulation O.

20 5. The FTC is authorized to initiate federal district court proceedings, by
21 its own attorneys, to enjoin violations of the FTC Act; the Omnibus Act as clarified
22 by the Credit Card Act and amended by the Dodd-Frank Act; the MARS Rule; and
23 Regulation O, and to secure such equitable relief as may be appropriate in each
24 case, including rescission or reformation of contracts, restitution, the refund of
25 monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b),
26 56(a)(2)(A)-(B); § 626, 123 Stat. at 678, as clarified by § 511, 123 Stat. at 1763-64
27 and amended by § 1097, 124 Stat. at 2102-03, 12 U.S.C. § 5538; and 16 C.F.R.
28 Part 322, recodified as 12 C.F.R. Part 1015.

DEFENDANTS

1
2 6. Defendant Brookstone Law P.C. (California), doing business as
3 Brookstone Law Group (“Brookstone California”), is a California professional
4 corporation. Defendant Brookstone Law P.C. (Nevada), doing business as
5 Brookstone Law Group (“Brookstone Nevada”) (collectively with Brookstone
6 California, “Brookstone”), is a Nevada professional corporation with a business
7 address at 3050 Sirius Ave., Suite 104, Las Vegas, Nevada 89102. Brookstone’s
8 principal places of business are, or were, at 6 Hutton Centre Drive, Santa Ana,
9 California; 1503 South Coast Drive, Costa Mesa, California; 18400 Von Karman
10 Avenue, Suite 1000, Irvine, California; and 18331 Von Karman Avenue, Irvine,
11 California. Brookstone transacts or has transacted business in this district. At
12 times material to this Complaint, acting alone or in concert with others, Brookstone
13 has advertised, marketed, distributed, or sold mortgage assistance relief services to
14 consumers in this district. Brookstone is a “law firm” offering mortgage assistance
15 relief services to consumers by representing them in litigation against their lenders.

16 7. Defendants Advantis Law P.C. and Advantis Law Group P.C.
17 (collectively, “Advantis”) are California professional corporations. Advantis’
18 principal places of business are, or were, at 6 Hutton Centre Drive, Santa Ana,
19 California; 18400 Von Karman Avenue, Suite 1000, Irvine, California; and 18331
20 Von Karman Avenue, Irvine, California. Advantis transacts or has transacted
21 business in this district. At times material to this Complaint, acting alone or in
22 concert with others, Advantis has advertised, marketed, distributed, or sold
23 mortgage assistance relief services to consumers in this district. Advantis is a “law
24 firm” offering mortgage assistance relief services to consumers by representing
25 them in litigation against their lenders.

26 8. Defendant Damian Kutzner (“Kutzner”) is a founder and the Chief
27 Operating Officer of Brookstone and a principal or controlling person of Advantis.
28 Kutzner and Vito Torchia, Jr. founded Brookstone after their prior business, United

1 Law Group, a mortgage assistance “law firm,” was dissolved following an
2 investigation and raid by multiple federal and local agencies. Although not an
3 attorney, Kutzner controls the marketing and sales at both Brookstone and
4 Advantis. At all times material to this Complaint, acting alone or in concert with
5 others, he formulated, directed, controlled, had the authority to control, or
6 participated in the acts and practices set forth in this Complaint. Defendant
7 Kutzner, in connection with the matters alleged herein, transacts or has transacted
8 business in this district.

9 9. Defendant Vito Torchia, Jr. (“Torchia”) was the managing attorney of
10 Brookstone. Torchia co-founded both Brookstone and Advantis. Torchia was the
11 counsel of record for all of Brookstone’s mass joinder cases. In August 2014, the
12 California Bar found Torchia violated his ethical duties to his clients with respect
13 to the provision of mortgage-related services, and declared him indefinitely
14 ineligible to practice law in California. At all times material to this Complaint,
15 acting alone or in concert with others, he formulated, directed, controlled, had the
16 authority to control, or participated in the acts and practices set forth in this
17 Complaint. Defendant Torchia, in connection with the matters alleged herein,
18 transacts or has transacted business in this district.

19 10. Defendant Jonathan Tarkowski (“Tarkowski”) was, or is, the
20 managing attorney of Brookstone and is or was an attorney with Advantis.
21 Tarkowski was admitted to practice law in June 2014 in California. Brookstone
22 hired Tarkowski in July 2015, and Tarkowski was Brookstone’s sole attorney at
23 that time. At times material to this Complaint, acting alone or in concert with
24 others, he formulated, directed, controlled, had the authority to control, or
25 participated in the acts and practices set forth in this Complaint. Defendant
26 Tarkowski, in connection with the matters alleged herein, transacts or has
27 transacted business in this district.

28

1 11. Defendant R. Geoffrey Broderick (“Broderick”) is a director and
2 Chief Financial Officer of Advantis. Although an attorney, Broderick is not
3 licensed to practice law in California. In 2015, Broderick’s company, Resolution
4 Law Group (“RLG”), was closed after the Connecticut and Florida Attorneys
5 General filed a joint action alleging RLG and Broderick were falsely promising
6 consumers mortgage relief through the filing of mass joinder actions. At times
7 material to this Complaint, acting alone or in concert with others, he formulated,
8 directed, controlled, had the authority to control, or participated in the acts and
9 practices set forth in this Complaint. Defendant Broderick, in connection with the
10 matters alleged herein, transacts or has transacted business in this district.

11 12. Defendant Charles T. Marshall (“Marshall”) is a director, Chief
12 Executive Officer, and Secretary of Advantis. Marshall has also appeared as
13 counsel in Brookstone’s *Wright v. Bank of America* mass joinder case. In 2015,
14 Marshall was disciplined by the California Bar for violations related to mortgage
15 assistance relief services, receiving a 90-day suspension from the practice of law in
16 November 2015 for his ethical violations. At times material to this Complaint,
17 acting alone or in concert with others, he formulated, directed, controlled, had the
18 authority to control, or participated in the acts and practices set forth in this
19 Complaint. Defendant Marshall, in connection with the matters alleged herein,
20 transacts or has transacted business in this district.

21 **COMMON ENTERPRISE**

22 13. Defendants Brookstone and Advantis (collectively, “Corporate
23 Defendants”) have operated as a common enterprise while engaging in the
24 unlawful acts and practices alleged below. Corporate Defendants are under
25 common control, with common employees and a common address while marketing
26 the same product. Defendants have used the names Brookstone and Advantis
27 interchangeably. Defendants Kutzner, Torchia, Tarkowski, Broderick, and
28 Marshall have formulated, directed, controlled, had the authority to control, or

1 participated in the acts and practices of the Corporate Defendants that constitute
2 the common enterprise.

3 **COMMERCE**

4 14. At all times material to this Complaint, Defendants maintained a
5 substantial course of trade in or affecting commerce, as “commerce” is defined in
6 Section 4 of the FTC Act, 15 U.S.C. § 44.

7 **DEFENDANTS’ BUSINESS ACTIVITIES**

8 15. Since at least 2011, Defendants have advertised, marketed, promoted,
9 sold, and/or offered to sell mortgage assistance relief services. Defendants present
10 themselves as experienced lawyers and law firms that include experienced
11 litigators who would quickly, or without delay, file and actively pursue lawsuits
12 against lenders on consumers’ behalf. Defendants target distressed homeowners,
13 many of whom have fallen behind on their mortgage payments, and convince them
14 to purchase legal services by telling them that they are likely to prevail in lawsuits
15 against their lenders. Often Defendants tell consumers they will receive at least
16 \$75,000 by suing their lender. They then extract thousands of dollars in upfront
17 fees. In return, they provide little or nothing.

18 **Defendants Target Vulnerable Homeowners With Mass Mailers Hawking**
19 **Their Mortgage Assistance Relief Services**

20 16. Defendants prey on distressed homeowners, often identifying people
21 who are at risk of foreclosure to send individualized marketing materials. These
22 materials advertise mortgage assistance relief services, including mass joinder
23 lawsuits to void mortgage notes and other actions to stop foreclosures.

24 17. One letter, sent to consumers around May 2012, says, “You may
25 become a joined named plaintiff in a significant lawsuit that will seek, among other
26 things, to void your note(s).”

27 18. Another letter, sent to consumers around August 2015, states,
28 “Brookstone Law is preparing to sue the trustee assigned to foreclose on your

1 property for wrongful foreclosure and demand that they immediately cancel your
2 auction date.”

3 19. During the relevant time period, Defendants sent potential victims
4 additional, similar letters.

5 20. Defendants’ marketing materials portray Defendants as legal
6 practitioners with the resources and experience to successfully litigate complicated
7 mass joinder cases. For example, in a May 2012 letter, Brookstone claimed that its
8 “team of lawyers . . . has substantial experience in lender fraud and related claims.”
9 It also claimed that “our team of experienced lawyers offers you a superior
10 alternative for recovery.”

11 21. Defendants further promote their litigation experience by telling
12 consumers “[i]t may be necessary to litigate your claims against your lender to get
13 the help you need and our lawyers know how to do so.”

14 22. Defendants tell consumers that they can become a plaintiff in a
15 significant litigation seeking “to void your note(s), to give you your home free and
16 clear, and/or to award you relief and monetary damages.”

17 23. Defendants’ marketing materials urge homeowners to act quickly and
18 call Defendants in order to preserve their legal options.

19 24. For example, the May 2012 letter reads, “You should act now!
20 Waiting may eliminate or reduce the many options you have available.” The letter
21 goes on to say, “We encourage you to take prompt action by contacting us before
22 05/12/2012.”

23 25. Similarly, an August 2015 letter identifies a recent California
24 Supreme Court decision and tells consumers, “**URGENT the above decision will**
25 **NOT stop the sale of your home so you MUST contact us now . . . Your home**
26 **will be sold at Auction unless you take immediate action.**” Further, below the
27 letter emphasizes “*Scheduled Trustee Auction Date: 8/26/2015*”.

28

1 26. Both the May 2012 and August 2015 letters are individually tailored
2 for specific consumers. For example, the May 2012 letter is addressed to the
3 homeowner by name, and contains at the bottom a table with the homeowner's
4 name, a "Client Case ID#," the homeowner's total loan amount, the homeowner's
5 parcel ID, and the property zip code. The August 2015 letter is also addressed to
6 the homeowner by name, followed by a "Client ID #." The letter includes the
7 name of the homeowner's mortgage lender, followed by the homeowner's name
8 and address.

9 27. Nowhere in the May 2012 or August 2015 letters did Defendants
10 include any of the following disclaimers:

11 A. "You may stop doing business with us at any time. You may
12 accept or reject the offer of mortgage assistance we obtain from
13 your lender [or servicer]. If you reject the offer, you do not
14 have to pay us. If you accept the offer, you will have to pay us
15 [amount or method for calculating the amount] for our
16 services";

17 B. "[Brookstone or Advantis] is not associated with the
18 government, and our service is not approved by the government
19 or your lender"; or

20 C. "Even if you accept this offer and use our service, your lender
21 may not agree to change your loan."

22 28. Defendants likewise did not include such disclaimers in the other,
23 similar letters that they sent to homeowners.

24 29. In addition to consumer-specific communications, Defendants also
25 solicited business from distressed homeowners through websites advertising
26 Brookstone and Advantis. www.brookstonelaw.com, www.advantislaw.com.

27 30. For example, the Brookstone website trumpets its experience, stating
28 "This is an important announcement for anyone in America who currently is in

1 danger of losing their home due to foreclosure or other related action of their
2 lender. There is help available for you now. Brookstone Law has a team of
3 experienced litigation attorneys that can help people victimized by violations
4 where banks, loan servicers, or others have taken advantage of honest
5 homeowners.”

6 31. Although purportedly separate law firms, both Brookstone and
7 Advantis advertise the same services on their websites, in many instances using
8 identical language.

9 32. Both the Brookstone and Advantis websites use identical language in
10 describing their real estate legal services, each claiming: “Every transaction in the
11 world of real estate is essentially a contract negotiation and a business transaction.
12 At the same time there is often a strong element of emotion involved in real estate
13 ownership and possession. . . . We proceed with decisiveness while exercising
14 caution as necessary to avoid litigation and resolve disputes in the most
15 expeditious, beneficial way for our clients.”

16 33. Both the Brookstone and Advantis websites tout the mass joinder suit
17 *Wright v. Bank of America* as their own. Both websites use the same description
18 for the case: “This lawsuit arises from: (1) Defendants’ deception in inducing
19 Plaintiffs to enter into mortgages from 2003 through 2008 with the Countrywide
20 Defendants; (2) Defendants’ breach of Plaintiffs’ Constitutionally and statutorily
21 protected rights of privacy; and (3) Defendants’ continuing tortious conduct
22 intended to deprive Plaintiffs of their rights and remedies for the foregoing acts.”

23 34. Nowhere on their websites did Defendants include any of the
24 following disclaimers:

25 A. “[Brookstone or Advantis] is not associated with the
26 government, and our service is not approved by the government
27 or your lender”; or
28

1 B. “Even if you accept this offer and use our service, your lender
2 may not agree to change your loan.”

3 35. In all of these communications, Defendants encouraged homeowners
4 to contact them through one of their toll-free numbers.

5 **When Consumers Respond to the Mass Mailers, Defendants Promise**
6 **Consumers Lawsuits and Favorable Results**

7 36. Once homeowners call Defendants, sales representatives convince
8 them that they are signing up for lawsuits, and that by so doing they will achieve
9 favorable results.

10 37. Defendants’ main products are “mass joinder” lawsuits against the
11 homeowners’ mortgage lender. These lawsuits join dozens, or even hundreds, of
12 individual plaintiffs in a single action against a particular lender. These are not
13 class action lawsuits. Each individual plaintiff’s claim must be separately proven
14 and, in the event of a trial, each individual plaintiff would have a separate trial.
15 For example, Defendants filed *Wright v. Bank of America* on behalf of over 900
16 plaintiffs asserting unique claims. As alleged, they share some factual overlap,
17 such as the alleged fraud on the market to drive up home prices, but do not share
18 any other particulars that would need to be proven for a specific plaintiff to prevail.
19 Defendants filed similar suits against a number of other banks, including
20 CitiGroup, JP Morgan Chase, Wells Fargo, Ally Bank, OneWest Bank, and Ocwen
21 Financial Corporation.

22 38. On numerous occasions, Defendants presented these lawsuits as,
23 among other things, ways to delay foreclosures, negotiate loan modifications, or
24 obtain forbearance on mortgage payments. For example, one consumer was told
25 that because his claim was worth \$75,000 the bank would seek to renegotiate the
26 loan amount.

27 39. Defendants’ offers include unsupported assessments about the
28 likelihood of success. Such assessments start with a homeowner’s very first

1 conversation with one of Defendants’ telemarketers—non-lawyers charged with
2 collecting the homeowner’s information.

3 40. For example, one of Defendants’ telemarketers told an undercover
4 FTC investigator, during his initial call, that Brookstone could stop a foreclosure
5 and renegotiate his loan to lower his monthly payments, even though the
6 investigator did not provide any information about his house, the size of his
7 mortgage, or his income.

8 41. Once telemarketers convince homeowners to come into Defendants’
9 offices for in-person meetings, Defendants give the homeowners further
10 assessments of their likelihood of success in the mass joinder cases.

11 42. During these initial meetings, Defendants tell consumers they need to
12 perform a “legal analysis” to evaluate the viability of a claim against their
13 mortgage holder. Consumers pay Defendants \$895, sometimes more, before
14 Defendants’ conduct their “legal analysis.”

15 43. On numerous occasions, Defendants then provide homeowners a
16 “legal analysis,” stating that the fraud in their mortgage paperwork was obvious.
17 Defendants told such homeowners that they were likely, or even certain, to prevail,
18 if they retained the Defendants for a mass joinder suit against their lender. On
19 numerous occasions, Defendants told homeowners that they would recover “at
20 least \$75,000.”

21 44. Additionally, Defendants told consumers they would quickly file a
22 lawsuit and actively litigate on their behalf.

23 **Defendants Request and Receive Advance Fees**

24 45. Based on their promises, Defendants request and receive advance
25 fees—payments that come before homeowners receive any benefit from their
26 services—in two steps.

27 46. First, as described above in paragraph 42, consumers pay an advance
28 fee for the “legal analysis.”

1 47. Second, Defendants’ “legal analysis” almost invariably results in
2 Defendants telling consumers they have a really good case against their lender.
3 Defendants then charge homeowners thousands of dollars for the opportunity to
4 sign up for one of their mass joinder lawsuits.

5 48. Although Defendants’ mass joinder litigations are purportedly
6 “contingency fee” actions, Defendants collect both upfront fees and continuing
7 payments from consumers. Defendants charge homeowners a recurring monthly
8 fee to maintain their status as named plaintiffs.

9 49. Defendants received at least \$15 million through 2014.

10 50. Defendants do not deposit payments in client trust accounts, as
11 required by law. Instead, they treat these funds as if they were fully earned, and
12 use them for expenses as they receive them.

13 51. On numerous occasions, homeowners asked for refunds for amounts
14 paid because they had received no service or benefit. On many of these occasions,
15 Defendants refused homeowners’ requests.

16 **Defendants Do Not Deliver Promised Outcomes or Quickly File Lawsuits**

17 52. Defendants’ promise to quickly file lawsuits that will provide
18 homeowners substantial monetary awards, lower mortgages, or voided notes have
19 no reasonable relationship with any actual services they provide or outcomes they
20 achieve for homeowners.

21 53. Defendants have not won a single mass joinder lawsuit on the merits.

22 54. Far from the certainty of winning “at least \$75,000,” and possibly
23 obtaining their homes free and clear of any mortgage, Defendants did not even
24 seek such relief. In fact, as early as February 2012, Defendants tried to avoid
25 federal court jurisdiction by arguing on their clients’ behalf that they were, in fact,
26 **not** seeking to void their clients’ notes or obtain their clients’ homes free and clear.
27 *See* Pltf. Reply in Support of Motion to Remand, at 15-16, (DE 24), *Potter v. JP*
28 *Morgan Chase Bank N.A.*, No. 11-10255 (C.D. Cal.) (“Plaintiffs do not seek to set

1 aside Defendants' loans, nor rescind them but rather seek loss of equity damages
2 resulting from Defendants' wrongful conduct.")

3 55. Eleven of the twelve Brookstone mass joinder cases filed before
4 2016 have been dismissed. In March and April 2016 defendants filed three more
5 mass joinder cases.

6 56. Brookstone's mass joinder cases have been dismissed for varied
7 reasons, including for lack of prosecution, for misjoinder, on demurrer, and on
8 voluntary dismissal. Of their original cases, the only surviving case is *Wright v.*
9 *Bank of America*, No. 30-2011-449059 (Sup. Ct. Cal. Orange County). No court
10 has spoken to the merits of the claims in that lawsuit. Initially dismissed for
11 misjoinder, the California Court of Appeal allowed it to proceed in spite of its
12 "desultory and scattered allegations," but required Defendants to replead the
13 Complaint into an intelligible pleading. *Wright v. Bank of America*, 232 Cal. App.
14 4th 238, 254 (2014), *review denied* (Mar. 25, 2015). It then took Defendants
15 almost ten months to file their fourth amended complaint in January 2016;
16 Brookstone has now told the court it will again need to amend its complaint.
17 Brookstone Nevada has filed only one mass joinder lawsuit, which was removed to
18 federal court and dismissed for misjoinder. *Garner v. Bank of America*, No. 12-
19 02076, D.E. 35 (D. Nev. May 29, 2013).

20 57. Defendants do not take affirmative steps to prosecute these cases.
21 Instead, they do minimal work, only sometimes responding to demurrers, while
22 filing amended complaints adding additional consumers they have signed up.
23 They have not pursued discovery in their cases, either not seeking discovery or
24 agreeing to stays of discovery. In several instances they voluntarily dismissed the
25 cases without prejudice and have not since refiled the cases to pursue their paying
26 clients' claims.

27 58. Defendants do not perform the tasks that they promise their clients
28 they will undertake. For example, on numerous occasions, Defendants told

1 homeowners that they would add them as plaintiffs to mass joinder cases, but
2 never did so. On numerous other occasions, Defendants tell homeowners they
3 will be added to lawsuits shortly, but months pass before they are added.

4 59. Defendants do not communicate with clients or respond to client
5 requests about how they are litigating the clients' case. Numerous clients
6 repeatedly asked for updates regarding how their case was proceeding and received
7 no response whatsoever. When Brookstone vacated its offices in late 2014,
8 Defendants refused to tell clients the location of its new office; then, when pressed,
9 lied to its clients about where its offices were located.

10 60. Defendants do not tell clients that their lawsuits have been dismissed
11 and continue collecting monthly fees. Often clients determine on their own that
12 their cases have been dismissed.

13 61. In August 2014, the California Bar court found Defendant Torchia
14 had violated his ethical duties to his clients with respect to provision of mortgage-
15 related services, including 16 counts of misconduct, such as failure to perform
16 legal services with competence, failure to maintain records of client funds and
17 render appropriate accounts to the client, failure to return unearned funds, and
18 failure to return client papers/property.

19 62. During his ethics trial, Torchia testified he did not have the experience
20 to be lead counsel on the mass joinder cases. He further conceded that Brookstone
21 failed to provide the most basic elements of legal representation, including
22 properly communicating with clients, adequately explaining what consumers
23 should expect from the representation, and returning unearned fees.

24 63. Confirming Torchia's own admissions, the California Bar court found
25 that Defendant Torchia "lacked and continue[d] to lack the law-office-management
26 skills and **basic knowledge of mortgage lending law and bankruptcy law**
27 necessary to adequately and properly represent some 4,000 mortgage loan clients."
28 (Emphasis supplied.)

1 64. Similarly, Tarkowski does not have any relevant experience, let alone
2 experience litigating complicated fraud cases on behalf of several hundred separate
3 plaintiffs.

4 65. Contrary to Defendants' claims that they know how to obtain the
5 promised results and have the ability to pursue these claims, they in fact do not
6 have any attorneys on staff with the relevant experience or sufficient resources to
7 simultaneously litigate hundreds or thousands of fraud cases.

8 66. Defendants operate from an office with only one full-time attorney
9 with support from no more than a handful of paralegals.

10 **VIOLATIONS OF THE FTC ACT**

11 67. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or
12 deceptive acts or practices in or affecting commerce."

13 68. Misrepresentations or deceptive omissions of material fact are
14 prohibited deceptive acts or practices.

15 **COUNT I**

16 69. In numerous instances in connection with the advertising, marketing,
17 promotion, offering for sale, or sale of mortgage assistance relief services,
18 Defendants or their agents have represented, directly or indirectly, expressly or by
19 implication, that:

- 20 A. Defendants are likely to obtain relief for consumers, including
21 in some instances "at least \$75,000" or consumers' homes free
22 and clear;
- 23 B. Defendants will seek to void consumers' mortgages;
- 24 C. Defendants have a team of experienced lawyers and personnel
25 to litigate mass joinder cases alleging lender fraud and related
26 claims on behalf of hundreds or thousands of clients
27 simultaneously; and
- 28 D. Defendants will file lawsuits on particular consumers' behalf.

- 1 70. In truth and in fact:
- 2 A. Defendants are not likely to obtain relief for consumers, much
- 3 less \$75,000 or consumers' homes free and clear;
- 4 B. Defendants do not seek to void consumers' mortgages;
- 5 C. Defendants do not have a team of experienced lawyers and
- 6 personnel to litigate mass joinder cases alleging lender fraud
- 7 and related claims on behalf of hundreds or thousands of clients
- 8 simultaneously; and
- 9 D. Defendants do not file lawsuits on behalf of particular
- 10 consumers.

11 71. Therefore, Defendants' representations as set forth in Paragraph 71 of

12 this Complaint are false and misleading, and constitute a deceptive practice in

13 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

14 **VIOLATIONS OF THE MARS RULE**

15 72. In 2009, Congress directed the FTC to prescribe rules prohibiting

16 unfair or deceptive acts or practices with respect to mortgage loans. Omnibus Act,

17 § 626, 123 Stat. at 678, as clarified by Credit Card Act, § 511, 123 Stat. at 1763-

18 64. Pursuant to that direction, the FTC promulgated the MARS Rule, 16 C.F.R.

19 Part 322, all but one of the provisions of which became effective on December 29,

20 2010. The remaining provision, Section 322.5, became effective on January 31,

21 2011. The Dodd-Frank Act, § 1097, 124 Stat. at 2102-03, 12 U.S.C. § 5538,

22 transferred rulemaking authority over the MARS Rule to the Consumer Financial

23 Protection Bureau, which recodified the Rule as 12 C.F.R. Part 1015 effective

24 December 30, 2011, and designated it "Regulation O." The FTC retains authority

25 to enforce the MARS Rule pursuant to Dodd-Frank Act § 1097, 12 U.S.C. § 5538.

26 73. The MARS Rule and Regulation O define "mortgage assistance relief

27 service provider" as "any person that provides, offers to provide, or arranges for

28 others to provide, any mortgage assistance relief service" other than the dwelling

1 loan holder, the servicer of a dwelling loan, or any agent or contractor of such
2 individual or entity. 16 C.F.R. § 322.2, recodified as 12 C.F.R. § 1015.2.

3 74. Defendants are “mortgage assistance relief service provider[s]”
4 engaged in the provision of “mortgage assistance relief services” as those terms are
5 defined in the MARS Rule and Regulation O, 16 C.F.R. § 322.2, recodified as 12
6 C.F.R. § 1015.2.

7 75. The MARS Rule and Regulation O prohibit any mortgage assistance
8 relief service provider from misrepresenting, expressly or by implication, the
9 likelihood of negotiating, obtaining, or arranging any represented service or result.
10 16 C.F.R. § 322.3(b)(1), recodified as 12 C.F.R. § 1015.3(b)(1).

11 76. The MARS Rule and Regulation O prohibit any mortgage assistance
12 relief service provider from requesting or receiving payment of any fee or other
13 consideration until the consumer has executed a written agreement between the
14 consumer and the consumer’s loan holder or servicer that incorporates the offer
15 that the provider obtained from the loan holder or servicer. 16 C.F.R. § 322.5(a),
16 recodified as 12 C.F.R. § 1015.5(a).

17 77. The MARS Rule and Regulation O require any mortgage assistance
18 relief service provider to place a statement in every general commercial
19 communication disclosing that (i) the provider is not associated with the
20 government and its service is not approved by the government or any lender, and
21 (ii) in certain cases, a statement disclosing that the lender may not agree to modify
22 a loan, even if the consumer uses the provider’s service. 16 C.F.R. §§ 322.4(a)(1)-
23 (2), recodified as 12 C.F.R. §§ 1015.4(a)(1)-(2).

24 78. The MARS Rule and Regulation O require any mortgage assistance
25 relief service provider to place a statement in every consumer-specific commercial
26 communication (i) confirming that the consumer may stop doing business with the
27 provider or reject an offer of mortgage assistance without having to pay for the
28 services, (ii) disclosing that the provider is not associated with the government and

1 its service is not approved by the government or any lender, and (iii) in certain
2 cases, a statement disclosing that the lender may not agree to modify a loan, even if
3 the consumer uses the provider's service. 16 C.F.R. §§ 322.4(b)(1)-(3), recodified
4 as 12 C.F.R. §§ 1015.4(b)(1)-(3).

5 79. Pursuant to the Omnibus Act, § 626, 123 Stat. at 678, as clarified by
6 the Credit Card Act, § 511, 123 Stat. at 1763-64 and amended by the Dodd-Frank
7 Act, § 1097, 124 Stat. at 2102-03, 12 U.S.C. § 5538, and pursuant to Section
8 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the MARS Rule or
9 Regulation O constitutes an unfair or deceptive act or practice in or affecting
10 commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

11 **COUNT II**

12 80. In numerous instances, in connection with the offering or provision of
13 mortgage assistance relief services, Defendants, either acting alone or in concert
14 with others, ask for, or receive, payment before consumers have executed a written
15 agreement with their loan holder or servicer that incorporates the offer obtained by
16 Defendants, in violation of the MARS Rule and Regulation O, 16 C.F.R. §
17 322.5(a), 12 C.F.R. § 1015.5(a).

18 **COUNT III**

19 81. In numerous instances, in connection with the offering or provision of
20 mortgage assistance relief services, Defendants, in violation of the MARS Rule
21 and Regulation O, 16 C.F.R. § 322.3(b), 12 C.F.R. § 1015.3(b), either acting alone
22 or in concert with others, misrepresent, expressly or by implication, material
23 aspects of their services, including but not limited to:

- 24 A. Defendants' likelihood of obtaining relief for consumers, such
25 as consumers' homes free and clear;
26 B. Defendants would seek to void consumers' mortgages.

COUNT IV

1
2 82. In numerous instances, in connection with the offering or provision of
3 mortgage assistance relief services, Defendants, either acting alone or in concert
4 with others, fail to make the following disclosures:

5 A. In general commercial communications:

6 i. “[Brookstone or Advantis] is not associated with the
7 government, and our service is not approved by the
8 government or your lender,” in violation of the MARS
9 Rule and Regulation O, 16 C.F.R. § 322.4(a)(1), 12
10 C.F.R. § 1015.4(a)(1); and

11 ii. “Even if you accept this offer and use our service, your
12 lender may not agree to change your loan,” in violation
13 of the MARS Rule and Regulation O, 16 C.F.R. §
14 322.4(a)(2), 12 C.F.R. § 1015.4(a)(2).

15 B. In consumer-specific commercial communications:

16 iii. “You may stop doing business with us at any time. You
17 may accept or reject the offer of mortgage assistance we
18 obtain from your lender [or servicer]. If you reject the
19 offer, you do not have to pay us. If you accept the offer,
20 you will have to pay us [amount or method for
21 calculating the amount] for our services,” in violation of
22 the MARS Rule and Regulation O, 16 C.F.R. §
23 322.4(b)(1), 12 C.F.R. § 1015.4(b)(1);

24 iv. “[Brookstone or Advantis] is not associated with the
25 government, and our service is not approved by the
26 government or your lender,” in violation of the MARS
27 Rule and Regulation O, 16 C.F.R. § 322.4(b)(2), 12
28 C.F.R. § 1015.4(b)(2); and

1 v. “Even if you accept this offer and use our service, your
2 lender may not agree to change your loan,” in violation
3 of the MARS Rule and Regulation O, 16 C.F.R. §
4 322.4(b)(3), 12 C.F.R. § 1015.4(b)(3).

5 **CONSUMER INJURY**

6 83. Consumers have suffered and will continue to suffer substantial injury
7 as a result of Defendants’ violations of the FTC Act and the MARS Rule, including
8 payment of thousands of dollars to Defendants. In addition, Defendants have been
9 unjustly enriched as a result of their unlawful acts or practices. Absent injunctive
10 relief by this Court, Defendants are likely to continue to injure consumers, reap
11 unjust enrichment, and harm the public interest.

12 **THIS COURT’S POWER TO GRANT RELIEF**

13 84. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court
14 to grant injunctive and such other relief as the Court may deem appropriate to halt
15 and redress violations of any provision of law enforced by the FTC. The Court, in
16 the exercise of its equitable jurisdiction, may award ancillary relief, including
17 rescission or reformation of contracts, restitution, the refund of monies paid, and
18 the disgorgement of ill-gotten monies, to prevent and remedy any violation of any
19 provision of law enforced by the FTC.

20 85. Section 626 of the Omnibus Act authorizes the Court to grant such
21 relief as the Court finds necessary to redress consumer injury resulting from
22 Defendants’ violations of the MARS Rule, including rescission and reformation of
23 contracts and the refund of money.

24 **PRAYER FOR RELIEF**

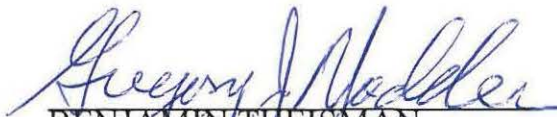
25 86. Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act,
26 15 U.S.C. § 53(b), the Omnibus Act, and the Court’s own equitable powers,
27 requests that the Court:
28

- 1 A. Award Plaintiff such preliminary injunctive and ancillary relief
2 as may be necessary to avert the likelihood of consumer injury
3 during the pendency of this action and to preserve the
4 possibility of effective final relief, including but not limited to:
5 i. A preliminary injunction that prohibits Defendants from
6 soliciting business, requesting payments, or receiving
7 payments;
8 ii. An order freezing Defendants' assets; and
9 iii. Appointment of a receiver for Brookstone and Advantis.
10 B. Enter a permanent injunction to prevent future violations of the
11 FTC Act and the MARS Rule by Defendants;
12 C. Award such relief as the Court finds necessary to redress injury
13 to consumers resulting from Defendants' violations of the FTC
14 Act and the MARS Rule, including but not limited to rescission
15 or reformation of contracts, restitution, the refund of monies
16 paid, and the disgorgement of ill-gotten monies;
17 D. Award Plaintiff the costs of bringing this action, as well as such
18 other and additional relief as the Court may determine to be just
19 and proper.
20

21
22 Respectfully submitted,

23 DAVID C. SHONKA
24 Acting General Counsel

25
26 Dated: May 26, 2016


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GREGORY J. MADDEN
Maryland Bar; gmadden@ftc.gov

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Federal Trade Commission
600 Washington, DC 20580
202-326-2223 (Theisman); -2426
(Madden); -3197 (facsimile)

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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Federal Trade Commission	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) Damian Kutzner, individually and as an officer of Brookstone Law P.C. (California), Brookstone Law P.C. (Nevada), Advantis Law P.C., and Advantis Law Group P.C. (see Attachment for additional defendants)
(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant <u>Orange County</u> (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. See Attachment	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <input checked="" type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border: none;"> <tr> <td style="border: none;">Citizen of This State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;">1 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;">4 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;">2 2</td> <td style="border: none;"></td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;">5 5</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;">3 3</td> <td style="border: none;"></td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;">6 6</td> <td style="border: none;"></td> </tr> </table>	Citizen of This State	PTF DEF	1 1	Incorporated or Principal Place of Business in this State	PTF DEF	4 4	Citizen of Another State	2 2		Incorporated and Principal Place of Business in Another State	5 5		Citizen or Subject of a Foreign Country	3 3		Foreign Nation	6 6	
Citizen of This State	PTF DEF	1 1	Incorporated or Principal Place of Business in this State	PTF DEF	4 4														
Citizen of Another State	2 2		Incorporated and Principal Place of Business in Another State	5 5															
Citizen or Subject of a Foreign Country	3 3		Foreign Nation	6 6															

IV. ORIGIN (Place an X in one box only.)

1. Original Proceeding
 2. Removed from State Court
 3. Remanded from Appellate Court
 4. Reinstated or Reopened
 5. Transferred from Another District (Specify)
 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

45 U.S.C. 45(a) (unfair or deceptive acts or practices)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	TORTS PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

SACV 16-00999 BRO (AFMx)

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<p>QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.</p>	<p>STATE CASE WAS PENDING IN THE COUNTY OF:</p> <p><input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo</p> <p><input type="checkbox"/> Orange</p> <p><input type="checkbox"/> Riverside or San Bernardino</p>	<p>INITIAL DIVISION IN CACD IS:</p> <p>Western</p> <p>Southern</p> <p>Eastern</p>
---	--	---

<p>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input checked="" type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input checked="" type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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<p>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →</p>	<p>D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓</p>
---	---

QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	Southern

QUESTION F: Northern Counties?

Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? Yes No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court? NO YES

If yes, list case number(s): SACV02-1026 DOC (FTC v. GM Funding, Inc., et al)

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):**

Gregory J. McAllen

DATE: 5/25/16

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

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10 Los Angeles, CA 90024
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12 Attorneys for Plaintiff
13 FEDERAL TRADE COMMISSION

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

16 FEDERAL TRADE COMMISSION,

17 Plaintiff,

18 v.

19 DAMIAN KUTZNER, individually and as
20 an officer of BROOKSTONE LAW P.C.
21 (California), BROOKSTONE LAW P.C.
22 (Nevada), ADVANTIS LAW P.C., and
23 ADVANTIS LAW GROUP P.C.; VITO
24 TORCHIA, JR., individually and as an
25 officer of BROOKSTONE LAW P.C.
26 (California) and BROOKSTONE LAW
27 P.C. (Nevada); JONATHAN
28 TARKOWSKI, individually and as an
officer of BROOKSTONE LAW P.C.
(California) and BROOKSTONE LAW
P.C. (Nevada); R. GEOFFREY
BRODERICK, individually and as an
officer of ADVANTIS LAW P.C. and
ADVANTIS LAW GROUP P.C.;
CHARLES T. MARSHALL, individually
and as an officer of ADVANTIS LAW
P.C. and ADVANTIS LAW GROUP P.C.;
BROOKSTONE LAW P.C., d/b/a
BROOKSTONE LAW GROUP, a
California professional corporation;
BROOKSTONE LAW P.C., d/b/a
BROOKSTONE LAW GROUP, a Nevada

Case No. _____

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

1 professional corporation; ADVANTIS
2 LAW P.C., a California professional
3 corporation; and ADVANTIS LAW
4 GROUP P.C., a California professional
5 corporation,

Defendants.

6 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint, alleges:

7 1. The FTC brings this action under Section 13(b) of the Federal Trade
8 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and the 2009 Omnibus
9 Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678 (Mar. 11,
10 2009) (“Omnibus Act”), as clarified by the Credit Card Accountability
11 Responsibility and Disclosure Act of 2009, Public Law 111-24, Section 511, 123
12 Stat. 1734, 1763-64 (Mar. 22, 2009) (“Credit Card Act”), and amended by the
13 Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-
14 203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”),
15 12 U.S.C. § 5538, to obtain temporary, preliminary, and permanent injunctive
16 relief, rescission or reformation of contracts, restitution, the refund of monies paid,
17 disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts
18 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the
19 Mortgage Assistance Relief Services Rule (“MARS Rule”), 16 C.F.R. Part 322,
20 recodified as Mortgage Assistance Relief Services, 12 C.F.R. Part 1015
21 (“Regulation O”).

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction over this matter under 28
24 U.S.C. §§ 1331, 1337(a), and 1345; 15 U.S.C. §§ 45(a), 53(b); and Section 626 of
25 the Omnibus Act, as clarified by Section 511 of the Credit Card Act, and amended
26 by Section 1097 of the Dodd-Frank Act, 12 U.S.C. § 5538.

27 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2),
28 (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).