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**05/26/2026**  
CENTRAL DISTRICT OF CALIFORNIA  
BY: \_\_\_\_\_ DVE \_\_\_\_\_ DEPUTY

14 *Attorneys for Plaintiff Federal Trade Commission*

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA

17 FEDERAL TRADE COMMISSION,  
18 Plaintiff,  
19 v.  
20 ACCOUNTING BUSINESS  
21 CONSULTANTS, INC., a California  
22 corporation, also d/b/a NATIONAL  
23 AMENDMENT ASSISTANCE,  
24 NATIONWIDE ADVOCACY  
25 ADJUSTMENT, UNITED  
26 ADVOCACY COUNSELING,  
27 N.A.A., NATIONAL ACCOUNTING  
28 ASSISTANCE, U.A.C.,  
NATIONWIDE INTAKE, and  
AMERICAN COMPLIANCE;  
  
ACCOUNTING BUSINESS  
CONSULTANTS, INC., a Nevada  
corporation, also d/b/a NATIONAL

Case No. 8:26-cv-01297-JVS-(PDx)

COMPLAINT FOR PERMANENT  
INJUNCTION, MONETARY  
JUDGMENT, AND OTHER RELIEF

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ADVOCACY ADJUSTMENT,  
NATIONWIDE ADVOCACY  
ADJUSTMENT, N.A.A., and U.A.C.;

ACCOUNTING SERVICE  
PROVIDERS, INC., a California  
corporation, also d/b/a NATIONAL  
AMENDMENT ASSISTANCE,  
PROCESSING SERVICE  
PROVIDERS, N.A.A., A.L.A.,  
ACCOUNTING ADMINISTRATION  
SERVICES, U.A.C., and AMERICAN  
AFFORDABILITY SERVICES;

AMSTER BEENE PARTNERS, INC.,  
a California corporation, also d/b/a  
ENTITLEMENT PROCESSING  
SERVICES EPS, EPS-AALS,  
AMERICAN COMPLIANCE,  
AMERICAN ELIGIBILITY  
SERVICES, and AMERICAN  
ENTITLEMENT ASSISTANCE;

ASSERTIVE LOAN ADVISORS,  
INC., a California corporation, also  
d/b/a UNIVERSAL LEGAL  
ADVOCACY, ALLIED SERVICES,  
ASSERTIVE SERVICES, A.L.A., and  
U.L.A.;

INDEPENDENT ACCOUNTING  
CONSULTING, INC., a California  
corporation, also d/b/a  
NATIONWIDE ADVOCACY  
ADJUSTMENT, N.A.A.;

UNITED ADMINISTRATION  
COUNSELING, INC., a California  
corporation, also d/b/a UNITED

1 ADVOCACY COUNSELING,  
2 U.A.C., and UNITED INTAKE;

3 UNITED BOOKKEEPING  
4 SERVICES, INC., a California  
5 corporation, also d/b/a ALLIED  
6 LEGAL ASSISTANCE, ALLIED  
7 LOAN ADMINISTRATION, A.L.A.,  
8 N.A.A., P.P.D.S., U.A.C., and  
9 ALLIED CONSUMER  
10 ASSISTANCE;

11 MARINUS PIETER VAN  
12 ZWEEDEN, a/k/a MARCEL VAN  
13 ZWEEDEN, MARINUS  
14 VANZWEEDEN, MARCEL  
15 VANZWEEDEN, MARINUS VAN  
16 SWEEDEN, MARSHALL ZELLER,  
17 and MICHAEL ZIMMER,  
18 individually and as an officer of  
19 Accounting Business Consultants, Inc.  
20 (NV), Accounting Service Providers,  
21 Inc., and Amster Beene Partners, Inc.;

22 MARTIN HOWARD RUB, a/k/a  
23 MARTIN RUBEN, individually and  
24 as an officer of Accounting Business  
25 Consultants, Inc. (CA) and  
26 Independent Accounting Consulting,  
27 Inc.; and  
28

29 SUSAN JANE BUSTAMANTE a/k/a  
30 SUE BUSTAMANTE, SUSAN  
31 BUSTAMANTES, and SUSAS  
32 BUSTAMANTE, individually and as  
33 an officer of Assertive Loan Advisors,  
34 Inc., United Administration  
35 Counseling, Inc., and United  
36 Bookkeeping Services, Inc.,  
37  
38 Defendants.

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

3 1. The FTC brings this action for Defendants’ violations of Section 5(a)  
4 of the FTC Act, 15 U.S.C. § 45(a), the Mortgage Assistance Relief Services Rule  
5 (“MARS Rule”) (Regulation O), 12 C.F.R. Part 1015, and Section 521 of the  
6 Gramm-Leach-Bliley Act (“GLB Act”), 15 U.S.C. § 6821. For these violations,  
7 the FTC seeks relief, including a temporary, preliminary, and permanent  
8 injunction, monetary relief, an asset freeze, the appointment of a receiver,  
9 immediate access to Defendants’ business premises, and other relief, pursuant to  
10 Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57(b), MARS Rule, and  
11 GLB Act.

12 **SUMMARY OF THE CASE**

13 2. Defendants have operated a sophisticated mortgage assistance relief  
14 scam since at least 2022. Through mass mailers, websites, emails, and phone calls,  
15 Defendants falsely promise homeowners mortgage rate and payment reductions  
16 under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).  
17 In violation of the MARS Rule, Defendants charge upfront fees before providing  
18 any mortgage relief services. The average amount of these unlawful advance fees  
19 is approximately \$2,000, which is frequently more than a consumer’s monthly  
20 mortgage payment. Defendants also advise consumers not to pay their mortgage  
21 for one to three months because they are entitled to a “grace period”—which is  
22 false.  
23

24 3. In exchange for upfront fees—but before providing any services—  
25 Defendants provide consumers with a “Loan Restructuring Package” for  
26 consumers to mail to their lender. To compile the package, Defendants require  
27 consumers to send them sensitive financial information, including bank statements,  
28 pay stubs, and tax filings. Defendants falsely claim that after receiving the

1 package, lenders are required under the CARES Act to lower the consumer's  
2 mortgage payments. However, the Loan Restructuring Packages do not impose  
3 any legal obligation on lenders, and lenders seemingly uniformly reject them and  
4 refuse to lower consumers' mortgage payments or rates. In at least one instance, a  
5 lender actually raised a consumer's rate instead of lowering it. The packages are  
6 nothing more than a stack of standard forms *requesting* a loan modification, along  
7 with some of the consumer's financial documents—all of which consumers could  
8 have prepared for free on their own.

9 4. When consumers reach out to Defendants about their lenders' refusal  
10 to lower their mortgage rates or payments, Defendants either stop responding to the  
11 consumer immediately or place the blame on the consumer's lender and gradually  
12 become unresponsive.

13 5. Defendants' practices cause disastrous outcomes: consumers pay  
14 thousands of dollars to Defendants, get nothing in return, often fall behind on their  
15 mortgage payments, and incur substantial late fees and interest. Consumers'  
16 mortgage interest rates consequently remain the same or higher than they had been  
17 before paying for Defendants' purported services, and multiple consumers have  
18 come close to foreclosure. Further, consumers' sensitive financial information is  
19 in the hands of Defendants who have been perpetrating a mortgage scam for years.  
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21 6. Defendants have taken in millions of dollars from consumers through  
22 their scheme.

23 7. This is not the first time Defendant Marinus Pieter Van Zweeden has  
24 allegedly orchestrated a deceptive mortgage relief scheme. Between 2013 and  
25 2015, three different states investigated and sued Van Zweeden for falsely  
26 promising to secure loan modifications and collecting unlawful upfront fees and  
27 subsequently barred him from providing these unlawful services.

28 8. Accordingly, the FTC brings this action to stop Defendants' unlawful

1 conduct and seek relief for the consumers affected by Defendants’ illegal business  
2 practices.

3 **JURISDICTION AND VENUE**

4 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§  
5 1331, 1337(a), and 1345.

6 10. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2),  
7 (c)(1), and (d), and 15 U.S.C. § 53(b).

8 **PLAINTIFF**

9 11. The FTC is an agency of the United States Government created by the  
10 FTC Act, which authorizes the FTC to commence this district court civil action by  
11 its own attorneys. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC  
12 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
13 affecting commerce. Also, pursuant to 12 U.S.C. § 5538, the FTC enforces the  
14 MARS Rule, which requires mortgage assistance relief services providers to make  
15 certain disclosures, prohibits certain representations, and generally prohibits the  
16 collection of an advance fee. The FTC also enforces the GLB Act, 15 U.S.C. §§  
17 6821-6827, which prohibits any person from obtaining or attempting to obtain  
18 customer information of a financial institution relating to another person by  
19 making a false, fictitious, or fraudulent statement or representation to a customer of  
20 a financial institution.

21 **DEFENDANTS**

22 12. Corporate Defendant Accounting Business Consultants, Inc. (“ABC  
23 CA”), also doing business as National Amendment Assistance, Nationwide  
24 Advocacy Adjustment, United Advocacy Counseling, N.A.A., National  
25 Accounting Assistance, U.A.C., Nationwide Intake, and American Compliance, is  
26 a California corporation formed in February 2023. Its corporate filings list its  
27 principal place of business at 2 Enterprise, Suite #6206, Aliso Viejo, California  
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1 92656. ABC CA transacts or has transacted business in this District and  
2 throughout the United States. At times relevant to this Complaint, acting alone, in  
3 concert with others, or as part of the common enterprise described below, ABC CA  
4 has advertised, marketed, provided, offered to provide, or arranged for others to  
5 provide mortgage assistance relief services, as defined in 12 C.F.R. § 1015.2.

6 13. Corporate Defendant Accounting Business Consultants, Inc. (“ABC  
7 NV”), also doing business as National Advocacy Adjustment, Nationwide  
8 Advocacy Adjustment, N.A.A., and U.A.C., was a Nevada corporation formed in  
9 February 2024. Its corporate filings list its principal place of business at 3395 S.  
10 Jones Blvd., Ste. 103, Las Vegas, NV, 89146. ABC NV transacts or has transacted  
11 business in this District and throughout the United States. At times relevant to this  
12 Complaint, acting alone, in concert with others, or as part of the common  
13 enterprise described below, ABC NV has advertised, marketed, provided, offered  
14 to provide, or arranged for others to provide mortgage assistance relief services, as  
15 defined in 12 C.F.R. § 1015.2.

16 14. Corporate Defendant Accounting Service Providers, Inc.  
17 (“Accounting Service Providers”), also doing business as National Amendment  
18 Assistance, Processing Service Providers, N.A.A., A.L.A., Accounting  
19 Administration Services, U.A.C., and American Affordability Services, is a  
20 California corporation formed in September 2022. Its corporate filings list its  
21 principal place of business at 552 E. Carson Street, Carson, California 90745.  
22 Accounting Service Providers transacts or has transacted business in this District  
23 and throughout the United States. At times relevant to this Complaint, acting  
24 alone, in concert with others, or as part of the common enterprise described below  
25 Accounting Service Providers has advertised, marketed, provided, offered to  
26 provide, or arranged for others to provide mortgage assistance relief services, as  
27 defined in 12 C.F.R. § 1015.2.  
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1           15. Corporate Defendant Amster Beene Partners, Inc. (“Amster Beene  
2 Partners”), also doing business as Entitlement Processing Services EPS, EPS-  
3 AALS, American Compliance, American Eligibility Services, and American  
4 Entitlement Assistance, is a California corporation formed in October 2020. Its  
5 corporate filings list its principal place of business at 8583 Irvine Center Dr. #260,  
6 Irvine, California 92618. Amster Beene Partners transacts or has transacted  
7 business in this District and throughout the United States. At times relevant to this  
8 Complaint, acting alone, in concert with others, or as part of the common  
9 enterprise described below, Amster Beene Partners has advertised, marketed,  
10 provided, offered to provide, or arranged for others to provide mortgage assistance  
11 relief services, as defined in 12 C.F.R. § 1015.2.

12           16. Corporate Defendant Assertive Loan Advisors, Inc. (“Assertive Loan  
13 Advisors”), also doing business as Universal Legal Advocacy, Allied Services,  
14 Assertive Services, A.L.A., and U.L.A., is a California corporation formed in  
15 February 2025. Its corporate filings list its principal place of business at 13337  
16 South Street #423, Cerritos, CA 90703. Assertive Loan Advisors transacts or has  
17 transacted business in this District and throughout the United States. At times  
18 relevant to this complaint, acting alone, in concert with others, or as part of the  
19 common enterprise described below, Assertive Loan Advisors has advertised,  
20 marketed, provided, offered to provide, or arranged for others to provide mortgage  
21 assistance relief services, as defined in 12 C.F.R. § 1015.2.

22           17. Corporate Defendant Independent Accounting Consulting, Inc.  
23 (“Independent Accounting Consulting”), also doing business as Nationwide  
24 Advocacy Adjustment and N.A.A., is a California corporation formed in August  
25 2023. Its corporate filings list its principal place of business at 2 Enterprise, Suite  
26 #6206, Aliso Viejo, CA 92656. Independent Accounting Consulting transacts or  
27 has transacted business in this District and throughout the United States. At times  
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1 relevant to this Complaint, acting alone, in concert with others, or as part of the  
2 common enterprise described below, Independent Accounting Consulting has  
3 advertised, marketed, provided, offered to provide, or arranged for others to  
4 provide mortgage assistance relief services, as defined in 12. C.F.R. § 1015.2.

5 18. Corporate Defendant United Administration Counseling, Inc. (“United  
6 Administration Counseling”), also doing business as United Advocacy Counseling,  
7 U.A.C., and United Intake, is a California corporation formed in February 2024.  
8 Its corporate filings list its principal place of business at 2520 Cherry Avenue,  
9 Suite #344, Signal Hill, California 90755. United Administration Counseling  
10 transacts or has transacted business in this District and throughout the United  
11 States. At times relevant to this Complaint, acting alone, in concert with others, or  
12 as part of the common enterprise described below, United Administration  
13 Counseling has advertised, marketed, provided, offered to provide, or arranged for  
14 others to provide mortgage assistance relief services, as defined in 12 C.F.R. §  
15 1015.2.

16 19. Corporate Defendant United Bookkeeping Services, Inc. (“United  
17 Bookkeeping Services”), also doing business as Allied Legal Assistance, Allied  
18 Loan Administration, A.L.A., N.A.A., P.P.D.S., U.A.C., and Allied Consumer  
19 Assistance, is a California corporation formed in July 2025. Its corporate filings  
20 list its principal place of business at 4508 Atlantic Avenue, Suite #744, Long  
21 Beach, California 90807. United Bookkeeping Services transacts or has transacted  
22 business in this District and throughout the United States. At times relevant to this  
23 Complaint, acting alone, in concert with others, or as part of the common  
24 enterprise described below, United Bookkeeping Services has advertised,  
25 marketed, provided, offered to provide, or arranged for others to provide mortgage  
26 assistance relief services, as defined in 12 C.F.R. § 1015.2.

27 20. Defendant Marinus Pieter Van Zweeden, also known as Marcel Van  
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1 Zweeden, Marinus Vanzweeden, Marcel Vanzweeden, Marinus Van Sweeden,  
2 Marshall Zeller, and Michael Zimmer (“Van Zweeden”), has served as an officer  
3 or director of several of Corporate Defendants at times relevant to this Complaint,  
4 including serving as ABC NV’s President, Accounting Service Providers’ Chief  
5 Executive Officer, and Amster Beene Partners’ President. At times relevant to this  
6 Complaint, acting alone or in concert with others, and through interrelated entities  
7 described herein, he has formulated, directed, controlled, had the authority to  
8 control, or participated in the acts and practices set forth in this Complaint. Van  
9 Zweeden incorporated Accounting Service Providers, registered fictitious business  
10 names for Accounting Service Providers and Amster Beene Partners, registered  
11 websites associated with Corporate Defendants, and served as an authorized  
12 signatory on bank and credit card accounts associated with ABC NV, Accounting  
13 Service Providers, and Amster Beene Partners. Van Zweeden resides in this  
14 District and, in connection with the matters alleged herein, transacts or has  
15 transacted business in this District and throughout the United States.  
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17 21. Defendant Martin Howard Rub, also known as Martin Ruben (“Rub”),  
18 has served as an officer or director of several of Corporate Defendants at times  
19 relevant to this Complaint, including serving as ABC CA’s Chief Executive  
20 Officer and Independent Accounting Consulting’s Chief Executive Officer. At  
21 times relevant to this Complaint, acting alone or in concert with others, and  
22 through interrelated entities described herein, he has formulated, directed,  
23 controlled, had the authority to control, or participated in the acts and practices set  
24 forth in this Complaint. Rub incorporated ABC CA and Independent Accounting  
25 Consulting, registered fictitious business names for ABC CA and Independent  
26 Accounting Consulting, registered websites associated with Corporate Defendants,  
27 and served as an authorized signatory on bank and credit card accounts associated  
28 with ABC CA and Independent Accounting Consulting. Rub resides in this

1 District and, in connection with the matters alleged herein, transacts or has  
2 transacted business in this District and throughout the United States.

3 22. Defendant Susan Jane Bustamante, also known as Sue Bustamante,  
4 Susan Bustamantes, and Susas Bustamante (“Bustamante”), has served as an  
5 officer or director of several of Corporate Defendants at times relevant to this  
6 Complaint, including serving as Assertive Loan Advisors’ President, United  
7 Administration Counseling’s Chief Executive Officer, and United Bookkeeping  
8 Services’ Chief Executive Officer. At times relevant to this Complaint, acting  
9 alone or in concert with others, and through interrelated entities herein, she has  
10 formulated, directed, controlled, had the authority to control, or participated in the  
11 acts and practices set forth in this Complaint. Bustamante incorporated United  
12 Administration Counseling and United Bookkeeping Services, registered fictitious  
13 business names for Assertive Loan Advisors, United Administration Counseling,  
14 and United Bookkeeping Services, registered websites associated with Corporate  
15 Defendants, and served as an authorized signatory for bank and credit card  
16 accounts associated with United Administration Counseling and United  
17 Bookkeeping Services. Bustamante resides in this District and, in connection with  
18 the matters alleged herein, transacts or has transacted business in this District and  
19 throughout the United States.  
20

21 23. At all times relevant to this Complaint, Individual Defendants—Van  
22 Zweeden, Rub, and Bustamante—have participated in and known about Corporate  
23 Defendants’ unlawful and deceptive conduct or have been recklessly indifferent to  
24 it. This is evident because they (i) incorporated Corporate Defendants, (ii) are  
25 executive officers of Corporate Defendants, (iii) registered fictitious business names  
26 on behalf of the Corporate Defendants, (iv) registered websites affiliated with  
27 Corporate Defendants that make misrepresentations about Corporate Defendants  
28 and mortgage assistance relief under the CARES Act, (v) design and run an

1 operation distributing mailers misrepresenting eligibility in a governmental  
2 mortgage relief program under the CARES Act, (vi) assist the Corporate  
3 Defendants in collecting illegal upfront payments from consumers before  
4 performing any purported mortgage relief services, and (vii) control Corporate  
5 Defendants’ bank and credit accounts.

6 24. Individual Defendants participate in the collection of upfront fees  
7 (e.g., checks mailed to UPS mailboxes or money transferred via Zelle) in at least  
8 two ways. First, they open—and pick up mail from—the Corporate Defendants’  
9 UPS mailboxes to which consumers mail checks. Second, Individual Defendants,  
10 as the sole signatories, control the bank accounts that receive consumers’ Zelle  
11 payments.

12 25. Individual Defendant Van Zweeden also contacts consumers under  
13 aliases, including but not limited to Marshall Zeller, and makes misrepresentations,  
14 including falsely assuring consumers that Corporate Defendants “are in compliance  
15 with applicable laws.”  
16

17 **COMMON ENTERPRISE**

18 26. Corporate Defendants ABC CA, ABC NV, Accounting Service  
19 Providers, Amster Beene Partners, Assertive Loan Advisors, Independent  
20 Accounting Consulting, United Administration Counseling, and United  
21 Bookkeeping Services (collectively, “Corporate Defendants”) have operated as a  
22 common enterprise while engaging in the unlawful and deceptive acts and  
23 practices alleged below. Corporate Defendants have conducted the business  
24 practices described below through an interrelated network of companies that have  
25 common ownership, officers, managers, business functions, employees, and office  
26 locations, that have comingled funds, and that have shared one another’s marketing  
27 materials. Because Corporate Defendants have operated as a common enterprise,  
28 each of them is liable for the acts and practices alleged below.

27. Corporate Defendants disguise their true identities by operating under registered fictitious business names (“FBNs”). Corporate Defendants often either share the same FBNs with each other or have an FBN that is the acronym of another Corporate Defendant or its FBN. (See the table below.)

28. Corporate Defendants also hide behind other aliases that do not appear to be registered. (See the table below.)

Corporate Defendant	Registered Fictitious Business Name(s)	Other Unregistered Aliases
<b>Accounting Business Consultants CA</b>  (Rub: CEO, CFO, President)	National Amendment Assistance	Nationwide Intake
	Nationwide Advocacy Adjustment	American Compliance
	United Advocacy Adjustment	
	N.A.A.	
	U.A.C.	
	National Accounting Assistance	
<b>Accounting Business Consultants NV</b>  (Van Zweeden: President)	Nationwide Advocacy Adjustment	National Advocacy Adjustment
	N.A.A.	
	U.A.C.	
<b>Accounting Service Providers</b>  (Van Zweeden: CEO, CFO, President)	A.L.A.	American Affordability Services
	Entitlement Processing Services	

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	N.A.A.	
	National Amendment Assistance	
	U.A.C.	
	Processing Service Providers	
	Accounting Administration Services	
<b>Amster Beene Partners</b>	Entitlement Processing Services EPS	American Compliance
(Van Zweeden: CEO, CFO, President)	EPS – AALS	American Eligibility Services
		American Entitlement Assistance
<b>Assertive Loan Advisors</b>	A.L.A.	Universal Legal Advocacy
(Bustamante: President)	Allied Services	
	Assertive Services	
	U.L.A.	
<b>Independent Accounting Consulting</b>	N.A.A.	
(Rub: CEO, CFO)	Nationwide Advocacy Adjustment	
<b>United Administration Counseling</b>	U.A.C.	United Intake
(Bustamante: CEO, CFO)	United Advocacy Counseling	

1 <b>United Bookkeeping Services</b> 2 3 (Bustamante: 4 CEO, CFO) 5 6 7 8	A.L.A.	Allied Consumer Assistance
	Allied Legal Assistance	
	Allied Loan Administration	
	N.A.A.	
	P.P.D.S.	
	U.A.C.	

9           29. Corporate Defendants also operate under various business names that  
 10 are not registered as fictitious business names, including but not limited to  
 11 Accounting Processing Services Inc., American Equitable Adjustment, United  
 12 Asset Counseling, and United Help Center.

13           30. Corporate Defendants use almost identical mailers, websites,  
 14 documents, forms, emails, and other communications directed at consumers and  
 15 have blurred corporate distinctions when interacting with consumers.

16           31. At least two Corporate Defendants, Amster Beene Partners (Van  
 17 Zweeden) and United Administration Counseling (Bustamante) operate out of a  
 18 shared office space located at 23792 Rockfield Boulevard, Suite #160, Lake  
 19 Forest, CA 92630. On information and belief, all Corporate Defendants operate  
 20 out of this shared office space.

21           32. Corporate Defendants direct consumers to mail checks to UPS  
 22 mailbox addresses that are registered and/or used by multiple Defendants. For  
 23 example, on February 13, 2024, Nationwide Advocacy Adjustment (an FBN of  
 24 Rub’s ABC CA and Independent Accounting Consulting) instructed one consumer  
 25 to mail checks made out to “NAA” (an FBN used by Bustamante’s United  
 26 Bookkeeping Services, Van Zweeden’s Accounting Service Providers, and Rub’s  
 27 Independent Accounting Consulting) to a UPS mailbox address. The UPS mailbox  
 28

1 was used by United Bookkeeping Services (Bustamante), National Amendment  
2 Assistance (an FBN used by Rub's ABC CA and Van Zweeden's Accounting  
3 Service Providers), and National Advocacy Adjustment (an unregistered FBN used  
4 by Van Zweeden's ABC NV).

5 33. Further, on June 24, 2024, United Advocacy Counseling (an FBN of  
6 Bustamante's United Administration Counseling) instructed a consumer to transfer  
7 upfront fees via Zelle to ABC NV's (Van Zweeden) bank account.

8 34. Also, ABC CA (Rub) and Independent Accounting Consulting (Rub)  
9 both list the same address in their corporate filings.

10 35. Corporate Defendants commingle funds. For example, Corporate  
11 Defendants routinely transfer vast sums of money into accounts owned by  
12 Accounting Service Providers. Accounting Service Providers (Van Zweeden) has  
13 received \$183,749.50 from Assertive Loan Advisors (Bustamante), \$725,901.00  
14 from ABC CA (Rub), \$152,594.49 from ABC NV (Van Zweeden), \$98,813.80  
15 from Independent Accounting Consulting (Rub), and \$266,944 from United  
16 Bookkeeping Services (Bustamante). Every transfer making up these totals was  
17 authorized by Van Zweeden, Rub, or Bustamante.

18 36. Further, Defendants use Zelle to funnel money back and forth  
19 between themselves. For instance, ABC NV (Van Zweeden), Independent  
20 Accounting Consulting (Rub), and United Bookkeeping Services (Bustamante)  
21 have sent payments via Zelle to Van Zweeden, personally. And Van Zweeden has  
22 sent payments via Zelle to ABC CA (Rub) and Independent Accounting  
23 Consulting (Rub).

24  
25 **PRIOR INVESTIGATIONS INTO VAN ZWEEDEN AND RUB FOR**  
26 **UNLAWFUL MORTGAGE RELIEF AND REAL ESTATE SCHEMES**

27 37. Defendant Van Zweeden is a recidivist mortgage relief scammer. He  
28 has been subject to multiple state law enforcement actions alleging he engaged in

1 similar unlawful conduct to that alleged here.

2 38. On July 23, 2014, the State of Delaware filed a complaint against  
3 Consumer Relief Programs d/b/a Consumer Advocacy Assistance and its president,  
4 Van Zweeden, alleging that defendants engaged in an unlawful mortgage loan  
5 modification scheme. *State of Delaware v. Consumer Relief Programs, Inc. d/b/a*  
6 *Consumer Advocacy Assistance and Marinus Pieter Van Sweeden*, Case No.  
7 N14C-07-191 EMD, Complaint (New Castle County, July 23, 2014). The alleged  
8 scam resembles the one alleged here. For example, Delaware alleged that Van  
9 Zweeden sent mailers to financially distressed homeowners, promising enormous  
10 rate reductions, misrepresenting they were “eligible” for a mortgage relief  
11 program, and falsely asserting their mortgage modification packages met  
12 “Government qualifying criteria.” The complaint alleged that Van Zweeden  
13 guaranteed that lenders would be forced to lower consumers’ rates, and that  
14 defendants did not in fact have “the ability to instruct or compel any of the  
15 Delaware consumers’ mortgage lenders to grant a loan modification.” Van  
16 Zweeden allegedly charged unlawful upfront fees, and, in return, prepared pro  
17 forma applications for rate reductions that (i) consumers’ lenders could reject and  
18 (ii) the consumers could have obtained and completed on their own, without  
19 charge.  
20

21 39. On May 28, 2015, the parties reached a stipulated judgment. *State of*  
22 *Delaware v. Consumer Relief Programs, Inc. d/b/a Consumer Advocacy Assistance*  
23 *and Marinus Pieter Van Sweeden*, Case No. N14C-07-191 EMD, Stipulation of  
24 Judgment (County of New Castle, May 28, 2015). The judgment ordered Van  
25 Sweeden to pay restitution and a civil penalty, as well as to cease and desist from  
26 providing unlawful mortgage loan modification services to Delaware consumers.

27 40. Van Zweeden faced similar state actions in Indiana and Maryland  
28 between 2013 and 2015, culminating in orders barring him from engaging in

1 deceptive conduct relating to mortgage and foreclosure relief, including collecting  
2 upfront fees before providing services. *See State of Indiana v. Home Relief*  
3 *Assistance and Marinus Van Zweeden*, Case No. 49D02-1407-PL-024428, Default  
4 Judgment (County of Marion, November 20, 2015) (enjoining defendants from  
5 providing unlawful foreclosure consultant services, including unlawfully collecting  
6 upfront fees, following default judgment on complaint alleging defendants engaged  
7 in an unlawful mortgage loan modification scheme); and *In the Matter of: Home*  
8 *Relief Assistance, Inc. and Marinus Van Zweeden a/k/a Marcel Van Zweeden*, Case  
9 No. CFR-FY2011-206, Final Order to Cease and Desist (Maryland Commissioner  
10 of Financial Regulation, January 15, 2013) (prohibiting respondents from engaging  
11 in “loan modification, loss mitigation, or similar services” with Maryland  
12 residents).

13  
14 41. Despite these prior enforcement actions, Van Zweeden continues to  
15 unlawfully advertise, market, provide, offer to provide, or arrange for others to  
16 provide mortgage assistance relief services, as defined in 12 C.F.R. Part 1015.2,  
17 including to residents of Indiana and Maryland in direct contravention of the  
18 Maryland Commissioner of Financial Regulation’s final order.

19 42. Rub was a California attorney (State Bar Number #62586) who  
20 resigned from the practice of law on October 20, 2002, with pending disciplinary  
21 charges involving real estate fraud and commingling his client trust account and  
22 his personal funds.

### 23 COMMERCE

24 43. At all times relevant 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 ACTIVITIES

28 44. From at least 2022 to present, Defendants, individually and through

1 the operation of the common enterprise, have advertised, marketed, provided,  
2 offered to provide, or arranged for others to provide mortgage assistance relief  
3 services, including mortgage loan modification services.

4 45. Defendants pitch their services to consumers using letters, websites,  
5 phone calls, and emails. In their communications with consumers, Defendants  
6 make a variety of misrepresentations to induce consumers to pay Defendants.  
7 Defendants misrepresent that they will obtain a substantial reduction of the  
8 consumer's mortgage payment and interest rates, that the Defendants' mortgage  
9 assistance relief services are associated with a federal government homeowner  
10 assistance plan, and that the consumer need not or should not continue to make  
11 scheduled mortgage payments in accordance with the terms of the consumer's  
12 mortgage. On average, Defendants charge consumers around \$2,000 upfront for  
13 their services, requiring payment before the consumers' lenders agree to lower  
14 their mortgage rates—which seemingly never happens and which violates the  
15 MARS Rule. Defendants also fail during their solicitations to make disclosures to  
16 consumers about their mortgage relief services as required by the MARS Rule. As  
17 a result of their practices, consumers suffer substantial injury, including not only  
18 the amount they pay to Defendants but also interest, penalties, and fees that result  
19 from the consumers' failure to make timely mortgage payments at Defendants'  
20 direction.  
21

#### 22 **I. Defendants Send Deceptive Mailers**

23 46. Defendants generally initiate their scheme by mailing letters to  
24 consumers falsely claiming that the consumer's property may be entitled to a  
25 mortgage rate reduction under a governmental homeowner assistance plan, through  
26 the CARES Act. (**Figure 1**, below, is a copy of one such letter, sent on or around  
27 July 29, 2024 by Corporate Defendant United Administration Counseling.) Each  
28 Corporate Defendant uses substantially the same letter.

Figure 1: Defendants' Mailer

**WISCONSIN RESIDENT ELIGIBILITY NOTICE**  
 CARES-Act Economic Stimulus Plan  
 Address Change? Please contact our client services department.

**FINAL NOTICE**  
 Disbursement code to claim your eligibility: SU7757  
 Notice: FINAL  
 Notice Date: July 29, 2024  
 Status: Pending  
 Year: 2024  
 Call 844-976-2532 or visit [redacted]@carereliefprogram.com  
 Contact: Mortgage Adjustment Administration Office

**BE! Your Current Mortgage Holder** 3  
 [redacted]  
 [barcode]

**1 You Must Respond By** August 19, 2024

**Why are you getting this notice?**  
 Your property located at [redacted] may be eligible for a special mortgage adjustment program guideline created in conjunction with the 2024 CARES-Act Homeowner Assistance Fund or Lender Specific In-house Mortgage Adjustment Program.  
 These programs permanently adjust your existing home loan and reduce your monthly mortgage payments, receive interest rate reductions, without the traditional restrictions of credit history or FICO score, income or employment status, equity in your home or cash reserves. The principal loan balance reduction is based on the CARES-Act Economic Stimulus Mortgage Program settlement between State Attorney Generals & lenders for home owners who receive this notice.

**Estimated Summary of Proposed Changes Based on Eligibility**

Previous Loan Amount	Previous Interest Rate Range	Previous Mortgage Payment Range
\$305,000	3.5% to 5.5%	\$1,370 to \$1,732
Modified Loan Amount	New Fixed Rate	New Mortgage Payment
\$274,500	2%	\$1,015

**2 What steps should you take?**  
 If you have experienced one of the following:  
 • Any interest rate 3% or higher  
 • Any drop of income due to COVID-19 Pandemic or possible future risk unstable income situation  
 • Delinquent/late or forbearance payment  
 • Adjustable interest rate or balloon payment  
 • Financial hardship or Medical issues  
 • Current on Mortgage can still qualify for tax benefits or credit for home improvement

Please call 844-976-2532 and confirm eligibility for average savings of 33.6%

**3 What happens if you don't respond by August 19, 2024**  
 You may be eligible for this program, don't delay as only a limited number of home owners can qualify. When calling please reference disbursement code SU7757.  
Call 844-976-2532 to confirm eligibility or visit [redacted]@carereliefprogram.com

Rates and taxes will vary depending on your current mortgage, current property, viable income and hardship/financial situation.

47. The letter misleads consumers into thinking that Defendants' mortgage assistance relief services are associated with a governmental homeowner assistance plan. The logo at the top-left of the letter reads, "CARES-Act Economic Stimulus Plan ... [State] RESIDENT ELIGIBILITY NOTICE." The letter

1 instructs the reader to contact the “Mortgage Adjustment Administration Office”  
2 and provides a telephone number.

3 48. The letter also instructs the consumer to call a phone number or visit a  
4 website to confirm the consumer’s eligibility for his/her rate reduction under the  
5 CARES Act and directs the consumer to a website address that is the consumer’s  
6 last name followed by “Caresactreliefprogram.com” (e.g.,  
7 Smith.Caresactreliefprogram.com).

8 49. Although this letter is the Defendants’ first contact with the consumer,  
9 it conspicuously warns the consumer at the top that it is the “FINAL NOTICE.”

10 50. The letter contains detailed financial information, including the  
11 consumer’s mortgage loan amount, current mortgage interest rate, and current  
12 mortgage monthly payment.

13 51. The letter asserts that the consumer may be eligible for a rate  
14 reduction under the 2024 CARES-Act Homeowner Assistance Fund. Defendants  
15 claim this relief is available “without the usual restrictions of credit history or  
16 FICO score, income or employment status[.]”

17 52. The letter further asserts that the reduction being offered is part of a  
18 governmental homeowner assistance plan and based on a settlement between state  
19 attorneys general and mortgage lenders: “The principal loan balance reduction is  
20 based on the CARES Act Economic Stimulus Mortgage Program settlement  
21 between State Attorney Generals [sic] and lenders for home owners [sic] who  
22 received this notice.”

23 53. The letter quotes a “new fixed rate” and “new mortgage payment” that  
24 consumers could obtain under the CARES Act program if they are eligible. These  
25 new rates and payments are considerably lower than consumers’ current terms.  
26

27 54. The letter represents that the consumer is eligible if he/she has an  
28 “interest rate of 3% or higher,” had a “drop in income due to the COVID-19

1 pandemic,” or is experiencing “[f]inancial hardship or [m]edical issues.”

2 55. The letter represents being eligible will result in a permanent  
3 mortgage adjustment: “These programs permanently adjust your existing home  
4 loan and reduce your monthly mortgage payments, receive interest rate  
5 reductions.”

6 56. The letter fails to contain the following disclosures required by the  
7 MARS Rule:

- 8
- 9 • “[Name of Defendant] is not associated with the government, and our  
10 service is not approved by the government or your lender;” and
  - 11 • “Even if you accept this offer and use our service, your lender may not  
12 agree to change your loan.”

## 13 **II. Defendants Deceive Customers Into Enrolling In Defendants’ Program**

14 57. After receiving Defendants’ letter, consumers call the listed phone  
15 number or go to the listed website and request a call back.

16 58. Each of the Corporate Defendants, when communicating with  
17 consumers who contact Defendants after receiving the letter, makes representations  
18 that are substantially similar or identical to the representations made by other  
19 Corporate Defendants. These representations are made in phone calls with  
20 consumers, in emails with consumers, and in documents that Defendants provide to  
21 consumers. These emails and conversations repeat and bolster the representations  
22 that Defendants make in their initial letter, including that the consumer will receive  
23 substantial reductions in their mortgage payments and interest rate.

24 59. During the initial phone call, Defendants claim to offer services  
25 associated with a governmental homeowner assistance plan and assert they can  
26 secure the consumer a lower interest rate (e.g., 2% or 3%) if the consumer signs up  
27 for Defendants’ services. The rate that Defendants promise is often the same rate  
28 that is quoted in the letter. For example, in or around August 2021, a consumer

1 called the telephone number on the mailer she received, and a person named Randy  
2 Goodman answered on behalf of American Eligibility Services—an unregistered  
3 alias for Van Zweeden, Amster Beene. Goodman stated that American Eligibility  
4 Services “would enable [the consumer] to take advantage of a CARES Act  
5 program that would reduce [her] mortgage to 2% for the next five years and 3%  
6 thereafter.”

7           60. In emails and phone calls, Defendants claim that the consumer’s  
8 lender is required to lower his/her rate under the CARES Act, the Homeowner  
9 Assistance Fund, or other governmental homeowner assistance plans. Defendants  
10 often falsely claim that their services are associated with the Homeowner  
11 Assistance Fund and direct consumers to the Treasury Department’s website on the  
12 Fund.

13           61. For example, on April 1, 2024, a consumer called the telephone  
14 number on the mailer she received, and a person named Patti Jo Summers  
15 answered on behalf of Nationwide Advocacy Adjustment—an FBN for ABC CA  
16 (Rub), ABC NV (Van Zweeden), and Independent Accounting Consulting (Rub).  
17 Ms. Summers told the consumer that “Nationwide Advocacy Adjustment ... would  
18 help [her] lower [her] mortgage rate through a government program related to the  
19 CARES Act. [Ms. Sommers] said the CARES Act required banks to lower  
20 people’s mortgage rates if they were struggling financially due, at least in part, to  
21 the pandemic.” The next day, Ms. Sommers directed the consumer to the Treasury  
22 Department’s website on the Homeowner Assistance Fund, misleadingly walked  
23 her through it, insinuated that the website legitimized Nationwide’s claims, and  
24 falsely claimed “that Nationwide’s program was a federal program under the  
25 CARES Act.”  
26

27           62. Defendants frequently attempt to imply a connection between their  
28 program and the Homeowner Assistance Fund. In reality, the Homeowner

1 Assistance Fund is a pool of money that the federal government distributed to  
2 states to assist homeowners who were financially impacted by COVID-19 and  
3 struggling to pay their mortgages and other housing-related expenses. The  
4 program is administered by state governments. As such, one had to apply through  
5 a state agency to receive the funds, and the agency itself distributed the funds. In  
6 contrast, Defendants misrepresent that the Fund somehow compels lenders to  
7 lower individual homeowners' mortgage interest rates. This is not so. Further, in  
8 many instances, by the time Defendants send their mailers to consumers, the  
9 consumer's state has expended its allotted funds and stopped accepting  
10 applications.

11 63. Additionally, during the initial phone call, Defendants request  
12 documents containing the consumer's financial information (e.g., mortgage  
13 statement, utility bill, and paystub), supposedly to confirm the consumer is eligible  
14 under the CARES Act for mortgage relief.

15 64. Shortly after the consumer sends the financial documents, Defendants  
16 email the consumer that he/she is eligible and has been accepted into Defendants'  
17 program. (**Figure 2** below is a copy of one such confirmation email, sent on  
18 August 5, 2024 by Corporate Defendant United Administration Counseling.) Each  
19 Corporate Defendant sends a substantially identical confirmation email.  
20

21  
22 *\*\* Continued On Next Page \*\**  
23  
24  
25  
26  
27  
28

## Figure 2: Defendants' Confirmation Email

DocuSign Envelope ID: F90C3178-CASA-4384-A319-D2C015872C56

Dear [REDACTED]

Congratulations! As we just discussed, your file has been accepted by the Compliance Department for the CARES Act – Homeowner Assistance Fund financial relief program. Your acceptance code is [REDACTED] for the restructuring of your mortgage at 2.0% for the first 5 years of the loan and 3.0% for the total duration of the loan.

Your current net monthly mortgage payment is \$835.29 (principal, interest) including escrow \$282.25 totalling **\$1,117.54**

- Non-Interest bearing principal balance deferment of \$37,000 to make the mortgage more sustainable

The new *adjusted* net monthly mortgage payment (principal and interest) fixed at 2.0% will be \$455.02. Your savings will be \$380.27 per month, \$4,563.24 per year and \$22,816.20 over the first 5 years. Your total payment will be including escrow of \$282.25 totalling \$737.27

Year 6 and for the duration of the mortgage, your monthly payment (Principal and Interest) fixed at 3.0% will be \$490.43 including escrow \$282.25 totalling \$772.68

- 2 month grace period for August and September
- The new modified payment will start October 2024
- Fresh start with a fixed low rate & payment
- Package completed in 3-4 weeks
- No pre-payment penalty

In a separate email, you will receive the Authorization agreement via Doc-U-Sign, which simplifies the process, so you don't have to print and fax the agreement back to us, you can do an electronic submission. Remember we need you to return the Authorization agreement today, so that we can keep your file open. The Processing Department will contact you in approximately 24 hours after they receive your Authorization. To ensure transparency and continuous quality we offer:

- Access to your case online 24/7 via the portal; [www.united-clientportal.info](http://www.united-clientportal.info)
- Direct communication with the Processing Department
- You will receive your Professional Loan Restructuring Package especially prepared for your financial situation which is in alignment with the Government guidelines and specific lender underwriting criteria
- We guarantee the quality of our service.

Your processor is also available by phone / email to answer any questions and for ongoing support. We want to thank you for the opportunity to assist you on this important matter.

65. In the confirmation email, Defendants bolster the previous governmental homeowner assistance plan claims made in the initial letter and on phone calls by stating that “your file has been accepted by the Compliance Department for the CARES Act - Homeowner Assistance Fund financial relief program.” Further, Defendants falsely represent that the consumer is guaranteed a lower rate and monthly payment through the CARES Act and will obtain this lower rate within a short period of time (e.g., three months).

66. The purported savings described in this email are certain rather than conditional. Defendants' email tells the consumer not what they hope to be able to

1 get for the consumer, but instead what the consumer’s new monthly mortgage  
2 payment actually will be—“The new adjusted net monthly mortgage payment  
3 (principal and interest) fixed at 2.0% will be \$455.02”—and when the modified  
4 payment will start—“The new modified payment will start October 2024.”

5 67. Further, Defendants falsely claim in their confirmation emails and in  
6 phone calls with consumers that the consumer can stop making mortgage payments  
7 for a one-to-three month “grace period.” The email in Figure 2, for example, states  
8 that the consumer has a “2 month grace period.” However, as required by the  
9 MARS Rule, Defendants do not disclose, “If you stop paying your mortgage, you  
10 could lose your home and damage your credit rating.”

11 68. After sending the confirmation email, Defendants send the consumer a  
12 separate email advising the consumer that he/she will receive an email from  
13 DocuSign with an agreement for the consumer to sign. Defendants commonly  
14 refer to this agreement as an “Engagement Agreement,” “Rate Lock Agreement,”  
15 or “Authorization Agreement.” In Defendants’ email, Defendants also  
16 congratulate the consumer on being accepted into “the CARES Act Homeowner  
17 Assistance Fund mortgage adjustment program.”

18 69. In their emails, Defendants instill a false sense of urgency to coax the  
19 consumer to sign the agreement as soon as possible, claiming that the consumer  
20 must sign the agreement “today” (i.e., the day of the confirmation email) in order  
21 for Defendants to keep the consumer’s “file open” and thereby lock in the  
22 promised lowered rates and payments.  
23

### 24 **III. Defendants Fail to Make Required Disclosures**

25 70. Each of Defendants’ communications preceding the engagement  
26 agreement’s execution do not contain the following disclosures in a clear and  
27 prominent manner, preceded by “IMPORTANT NOTICE,” and in bold, large font,  
28 as required by the MARS Rule:

- 1 • “You may stop doing business with us at any time. You may accept or  
2 reject the offer of mortgage assistance we obtain from your lender [or  
3 servicer]. If you reject the offer, you do not have to pay us. If you accept  
4 the offer, you will have to pay us (insert amount or method for  
5 calculating the amount) for our services.
- 6 • “[Name of Defendant] is not associated with the government, and our  
7 service is not approved by the government or your lender;” and
- 8 • “Even if you accept this offer and use our service, your lender may not  
9 agree to change your loan.”

10 71. As noted above, when Defendants advise consumers that they have a  
11 grace period and should stop making mortgage payments, Defendants do not  
12 provide the MARS Rule required disclosure: “If you stop paying your mortgage,  
13 you could lose your home and damage your credit rating.”

#### 14 **IV. Defendants Charge Unlawful Upfront Fees**

15 72. Defendants always require consumers to pay Defendants prior to  
16 consumers obtaining any mortgage relief, in violation of the MARS Rule.

17 73. The average amount a consumer pays is roughly \$2,000. The fees are  
18 typically divided into two payments and often range from \$800 to \$1,500 per  
19 payment. Defendants often refer to the first fee as a “commitment fee,” which  
20 Defendants typically request shortly after sending the confirmation email and  
21 having the consumer sign the engagement agreement. Defendants charge the  
22 second fee before they provide consumers with the Loan Restructuring Package, as  
23 described in greater detail in Section V. Each of these fees is a violation of the  
24 MARS Rule.

25 74. With each request for payment, Defendants generally provide  
26 consumers with payment instructions and an invoice. The payment instructions  
27 advises consumers that they may pay via Zelle, by texting or emailing a picture of  
28

1 a check, or by mailing a check to Defendants’ “address,” which is, in fact, a UPS  
2 mailbox registered to one of the Defendants. Defendants all use virtually the same  
3 payment instructions document and invoice. The checks consumers send contain  
4 the consumers’ account and routing numbers.

5 **V. Defendants Prepare Pro Forma Loan Restructuring Packages**

6 75. In exchange for the upfront fees, Defendants prepare a Loan  
7 Restructuring Package for consumers to send to their lenders. Defendants  
8 misrepresent that once a lender receives the package, the lender is required by law  
9 to lower the consumer’s mortgage rate and payment.

10 76. In order to prepare the package, Defendants instruct consumers to  
11 send them sensitive financial information and documents, including pay stubs, tax  
12 returns, bank statements, and a sheet listing their monthly expenses.

13 77. Moreover, Defendants require consumers to draft a hardship letter,  
14 describing their difficult financial straits and their need for a rate reduction. These  
15 letters are often heartfelt accounts of how people lost money and/or income during  
16 the pandemic and can no longer afford their mortgage. In one instance, a  
17 consumer wrote that she lost her business during the pandemic, had to go on  
18 disability, now works at a gas station, and is barely hanging on financially.

19 78. Even after seeing these distressing stories of consumers in dire  
20 financial circumstances, Defendants nonetheless demand a second unlawful  
21 upfront payment.  
22

23 **VI. Defendants Fail to Obtain Promised Mortgage Relief**

24 79. After they receive the second payment, Defendants send consumers  
25 the Loan Restructuring Package with instructions for the consumer to send it to the  
26 consumer’s lender.

27 80. Consumers send the Loan Restructuring Packages to their lenders, and  
28 their lenders regularly deny the requests to lower their rates and monthly payments.

1 In at least one instance, a lender actually raised a consumer’s rate instead of  
2 lowering it because the consumer had followed Defendants’ instructions to not pay  
3 his mortgage and now owed his lender more than he could afford to pay in one  
4 lump sum.

5 81. The Loan Restructuring Packages do not have the force of law,  
6 contrary to Defendants’ assertions. These packages contain standard forms  
7 *requesting* mortgage assistance, along with the consumer’s documents showing  
8 their financial hardship—all of which they could have prepared themselves for  
9 free, using forms typically provided by their lenders or available online.

10 Moreover, the packages often contain numerous typos and incomplete forms.

11 82. Occasionally, lenders explain to the consumers that the CARES Act  
12 does not require lenders to lower rates or that the consumer’s state is no longer  
13 administering the Homeowner Assistance Fund. Sometimes, lenders tell  
14 consumers that they suspect Defendants are running a scam.

15 83. Surprised by the lenders’ denials, consumers contact Defendants. In  
16 many instances, Defendants deflect any insinuation of wrongdoing, tell consumers  
17 that their lenders are not complying with all the guidelines and regulations, and  
18 instruct consumers to send the lenders additional paperwork.

19 84. When consumers seek further assistance or a refund, Defendants  
20 either cease communication or notify the consumer that their case will be closed,  
21 no additional services will be rendered, and no refund will be issued.

22 85. Eventually, Defendants stop responding to the consumer.

23 **VII. Defendants’ Unlawful Conduct Causes Substantial Injury**

24 86. Over time, many consumers come to understand that they have been  
25 deceived by Defendants’ promises of mortgage relief.

26 87. Contrary to Defendants’ representations:

- 27
- 28 • Defendants do not obtain the specific reduced interest rates and mortgage

1 payments they quoted, let alone in the promised time frame.

- 2 • Defendants’ services are not associated with, approved by, or affiliated
- 3 with any governmental program, including the CARES Act or
- 4 Homeowner Assistance Fund.
- 5 • Consumers do not have a “grace period” during which they could stop
- 6 paying their mortgage.

7 88. Consumers suffer substantial injury and are left in serious jeopardy.

8 In many instances, consumers who hire Defendants lose hundreds or thousands of  
9 dollars in fees they paid to Defendants, fall months behind on their mortgage  
10 payments and accrue significant late fees and interest, and find that their credit  
11 ratings have been negatively impacted as a result. Additionally, multiple  
12 consumers have faced risk of foreclosure, and at least one consumer ended up with  
13 a higher mortgage rate.

14 89. Based on the facts and violations of law alleged in this Complaint, the  
15 FTC has reason to believe that Defendants are violating or are about to violate laws  
16 enforced by the FTC.

17 90. Further, based on the facts and violations of law alleged in this  
18 Complaint, Individual Defendants knew or should have known about the conduct  
19 alleged above.

20  
21 **VIOLATIONS OF THE FTC ACT**

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

24 92. Misrepresentations or deceptive omissions of material fact constitute  
25 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

26 **Count I**

27 **Deceptive Representations in Violation of the FTC Act**

28 93. In numerous instances, in connection with the advertising, marketing,

1 providing, offering to provide, or arranging of mortgage assistance relief services,  
2 Defendants represent, directly or indirectly, expressly or by implication that:

- 3 (a) Defendants will obtain mortgage loan modifications for  
4 consumers that will make consumers' payments substantially  
5 more affordable or will substantially lower their interest rates;
- 6 (b) Defendants' mortgage assistance relief services are associated  
7 with a federal government homeowner assistance plan; or
- 8 (c) the consumer who purchased Defendants' services is not  
9 obligated to, or should not, make scheduled periodic payments  
10 or any other payments pursuant to the terms of the consumer's  
11 dwelling loan.

12 94. In truth and in fact:

- 13 (a) In numerous instances, Defendants do not obtain mortgage loan  
14 modifications for consumers that make consumers' payments  
15 substantially more affordable or substantially lower their  
16 interest rates;
- 17 (b) Defendants' mortgage assistance relief services are not  
18 associated with a federal government homeowner assistance  
19 plan; and
- 20 (c) the consumer who purchased Defendants' services continues to  
21 be obligated to make scheduled periodic payments or any other  
22 payments pursuant to the terms of the consumer's dwelling  
23 loan.  
24

25 95. Therefore, Defendants' representations as described in Paragraph 93  
26 are false or misleading and constitute deceptive acts or practices in violation of  
27 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).  
28

1 **VIOLATIONS OF THE MARS RULE (REGULATION O)**

2 96. In 2009, Congress directed the FTC to prescribe rules prohibiting  
3 unfair or deceptive acts or practices with respect to mortgage loans. Omnibus Act,  
4 § 626, 123 Stat. 678, as clarified by Credit Card Act, § 511, 123 Stat. 1763-64.  
5 Pursuant to that direction, the FTC promulgated the MARS Rule, 16 C.F.R. Part  
6 322, all but one of the provisions of which became effective on December 29,  
7 2010. Title X of the Dodd-Frank Act, 124 Stat. 1376, transferred the FTC’s  
8 rulemaking authority under the Omnibus Act, as amended, to the Consumer  
9 Financial Protection Bureau (“CFPB”). On December 16, 2011, the CFPB  
10 republished the MARS Rule as Regulation O, 12 C.F.R. Part 1015.

11 97. The MARS Rule (Regulation O) defines “mortgage assistance relief  
12 services” as “any service, plan, or program, offered or provided to the consumer in  
13 exchange for consideration, that is represented, expressly or by implication, to  
14 assist or attempt to assist the consumer with any of the following: (1) Stopping,  
15 preventing, or postponing any mortgage or deed of trust foreclosure sale for the  
16 consumer's dwelling, any repossession of the consumer's dwelling, or otherwise  
17 saving the consumer's dwelling from foreclosure or repossession; (2) Negotiating,  
18 obtaining, or arranging a modification of any term of a dwelling loan, including a  
19 reduction in the amount of interest, principal balance, monthly payments, or fees;  
20 (3) Obtaining any forbearance or modification in the timing of payments from any  
21 dwelling loan holder or servicer on any dwelling loan; (4) Negotiating, obtaining,  
22 or arranging any extension of the period of time within which the consumer may:  
23 (i) Cure his or her default on a dwelling loan, (ii) Reinstate his or her dwelling  
24 loan, (iii) Redeem a dwelling, or (iv) Exercise any right to reinstate a dwelling loan  
25 or redeem a dwelling; (5) Obtaining any waiver of an acceleration clause or  
26 balloon payment contained in any promissory note or contract secured by any  
27 dwelling; or (6) Negotiating, obtaining or arranging: (i) A short sale of a dwelling,  
28

1 (ii) A deed-in-lieu of foreclosure, or (iii) Any other disposition of a dwelling other  
2 than a sale to a third party who is not the dwelling loan holder.” 12 C.F.R. §  
3 1015.2. The MARS Rule (Regulation O), in turn, defines “mortgage assistance  
4 relief service provider” as “any person that provides, offers to provide, or arranges  
5 for others to provide, any mortgage assistance relief service” other than the  
6 dwelling loan holder, the servicer of a dwelling loan, or any agent or contractor of  
7 such individual or entity. *Id.*

8 98. The MARS Rule (Regulation O) defines “dwelling loan” as “any loan  
9 secured by a dwelling, and any associated deed of trust or mortgage.” *Id.* The  
10 MARS Rule (Regulation O) also defines “dwelling loan holder” as “any individual  
11 or entity who holds the dwelling loan that is the subject of the offer to provide  
12 mortgage assistance relief services.” *Id.*

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

19 100. The MARS Rule (Regulation O) prohibits any mortgage assistance  
20 relief service provider from misrepresenting, expressly or by implication, any  
21 material aspect of any mortgage assistance relief service, including but not limited  
22 to:  
23

- 24 (a) the likelihood of negotiating, obtaining, or arranging any  
25 represented service or result. 12 C.F.R. § 1015.3(b)(1);  
26 (b) the amount of time it will take the mortgage assistance relief  
27 service provider to accomplish any represented service or  
28 result. 12 C.F.R. § 1015.3(b)(2);

- 1 (c) that a mortgage assistance relief service is affiliated with,  
2 endorsed or approved by, or otherwise associated with (i) the  
3 United States government, (ii) any governmental homeowner  
4 assistance plan, (iii) any Federal, State, or local government  
5 agency, unit, or department, (iv) any nonprofit housing  
6 counselor agency or program, (v) the maker, holder, or servicer  
7 of the consumer's dwelling loan, or (vi) any other individual,  
8 entity, or program. 12 C.F.R. § 1015.3(b)(3)(i)-(vi); and  
9 (d) the consumer's obligation to make scheduled periodic payments  
10 or any other payments pursuant to the terms of the consumer's  
11 dwelling loan. 12 C.F.R. § 1015.3(b)(4).

12 101. The MARS Rule (Regulation O) prohibits any mortgage assistance  
13 relief service provider from failing to place a statement clearly and prominently in  
14 every general commercial communication disclosing that (i) the provider is not  
15 associated with the government and its service is not approved by the government  
16 or any lender, and (ii) in certain cases, a statement disclosing that the lender may  
17 not agree to modify a loan, even if the consumer uses the provider's service. 12  
18 C.F.R. § 1015.4(a)(1)-(3).

19 102. The MARS Rule (Regulation O) prohibits any mortgage assistance  
20 relief service provider from failing to place a statement clearly and prominently in  
21 every consumer-specific commercial communication (i) confirming that the  
22 consumer may stop doing business with the provider or reject an offer of mortgage  
23 assistance without having to pay for the services, (ii) disclosing that the provider is  
24 not associated with the government and its service is not approved by the  
25 government or any lender, and (iii) in certain cases, a statement disclosing that the  
26 lender may not agree to modify a loan, even if the consumer uses the provider's  
27 service, and (iv) in certain cases, a statement disclosing that if they stop paying  
28

1 their mortgage, consumers may lose their home or damage their credit. 12 C.F.R.  
2 § 1015.4(b)(1)-(4) and (c).

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

9 104. Section 19 of the FTC Act, 15 U.S.C. § 57b, authorizes this Court to  
10 grant such relief as the Court finds necessary to redress injury to consumers  
11 resulting from Defendants' violations of the MARS Rule, including, but not  
12 limited, to the rescission or reformation of contracts, and the refund of money or  
13 return of property.  
14

## 15 Count II

### 16 **Advance Payments for Mortgage Assistance Relief Services**

#### 17 **in Violation of the MARS Rule (Regulation O)**

18 105. In numerous instances, in the course of providing, offering to provide,  
19 or arranging for others to provide mortgage assistance relief services, Defendants  
20 ask for or receive payment before consumers have executed a written agreement  
21 between the consumer and the dwelling loan holder or servicer that incorporates  
22 the offer of mortgage assistance relief that the Defendants obtained from the  
23 consumer's dwelling loan holder or servicer, in violation of the MARS Rule  
24 (Regulation O), 12 C.F.R. § 1015.5(a).  
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1 **Count III**

2 **Material Misrepresentations in Violation of the**  
3 **MARS Rule (Regulation O)**

4 106. In numerous instances, in the course of providing, offering to provide,  
5 or arranging for others to provide mortgage assistance relief services, Defendants,  
6 in violation of the MARS Rule (Regulation O), 12 C.F.R. § 1015.3(b)(1)-(4),  
7 misrepresent, expressly or by implication, material aspects of their services,  
8 including, but not limited to:

- 9 (a) Defendants' likelihood of obtaining mortgage loan  
10 modifications for consumers that will make their payments  
11 substantially more affordable;  
12 (b) The amount of time it will take Defendants to accomplish any  
13 represented service or result;  
14 (c) That Defendants' mortgage assistance relief services are  
15 affiliated with, endorsed or approved by, or otherwise  
16 associated with any governmental homeowner assistance plan;  
17 or  
18 (d) The consumer's obligation to make scheduled periodic  
19 payments or any other payments pursuant to the terms of the  
20 consumer's dwelling loan.

21 **Count IV**

22 **Failure to Disclose in Violation of the**  
23 **MARS Rule (Regulation O)**

24 107. In numerous instances, in the course of providing, offering to provide,  
25 or arranging for others to provide mortgage assistance relief services, Defendants,  
26 in violation of the MARS Rule, fail to clearly and prominently make the following  
27 disclosures:  
28

- 1 (a) in all general commercial communications –  
2 (1) “[Name of Company] is not associated with the  
3 government, and our service is not approved by the  
4 government or your lender,” in violation of the MARS  
5 Rule (Regulation O), 12 C.F.R. § 1015.4(a)(1); and  
6 (2) “Even if you accept this offer and use our service, your  
7 lender may not agree to change your loan,” in violation  
8 of the MARS Rule (Regulation O), 12 C.F.R.  
9 § 1015.4(a)(2);  
10 (b) in all consumer-specific commercial communications –  
11 (1) “You may stop doing business with us at any time. You  
12 may accept or reject the offer of mortgage assistance we  
13 obtain from your lender [or servicer]. If you reject the  
14 offer, you do not have to pay us. If you accept the offer,  
15 you will have to pay us [insert amount or method for  
16 calculating the amount] for our services,” in violation of  
17 the MARS Rule (Regulation O), 12 C.F.R.  
18 § 1015.4(b)(1);  
19 (2) “[Name of company] is not associated with the  
20 government, and our service is not approved by the  
21 government or your lender,” in violation of the MARS  
22 Rule (Regulation O), 12 C.F.R. § 1015.4(b)(2);  
23 (3) “Even if you accept this offer and use our service, your  
24 lender may not agree to change your loan,” in violation  
25 of the MARS Rule (Regulation O), 12 C.F.R.  
26 § 1015.4(b)(3); and  
27  
28

1 (c) in all communications where Defendants represented, expressly  
2 or by implication, in connection with the advertising,  
3 marketing, providing, offering to provide, or arranging of any  
4 mortgage assistance relief service, that the consumer should  
5 temporarily or permanently discontinue payments, in whole or  
6 in part, on a dwelling loan –

7 (1) “If you stop paying your mortgage, you could lose your  
8 home and damage your credit rating,” in violation of the  
9 MARS Rule (Regulation O), 12 C.F.R. § 1015.4(c).

10 **VIOLATIONS OF THE GRAMM-LEACH-BLILEY ACT**

11 108. Section 521 of the GLB Act, 15 U.S.C. § 6821, became effective on  
12 November 12, 1999, and remains in full force and effect. Section 521(a) of the  
13 GLB Act, 15 U.S.C. § 6821(a), prohibits any person from “obtain[ing] or  
14 attempt[ing] to obtain . . . customer information of a financial institution relating to  
15 another person . . . by making a false, fictitious, or fraudulent statement or  
16 representation to a customer of a financial institution.”

17 109. The GLB Act defines “customer” to mean “with respect to a financial  
18 institution, any person (or authorized representative of a person) to whom the  
19 financial institution provides a product or service, including that of acting as a  
20 fiduciary.” 15 U.S.C. § 6827(1). The GLB Act defines “customer information of a  
21 financial institution” as “any information maintained by or for a financial  
22 institution which is derived from the relationship between the financial institution  
23 and a customer of a financial institution and is identified with the customer.” 15  
24 U.S.C. § 6827(2). The GLB Act defines “financial institution” to include “any  
25 institution engaged in the business of providing financial services to customers  
26 who maintain a credit, deposit, trust, or other financial account or relationship with  
27 the institution.” 15 U.S.C. § 6827(4)(A).  
28



- 1 (a) Defendants will obtain mortgage loan modifications for
- 2 consumers that will reduce consumers' payments or will
- 3 substantially lower their interest rates;
- 4 (b) the consumer who purchased Defendants' services is not
- 5 obligated to, or should not, make scheduled periodic payments
- 6 or any other payments pursuant to the terms of the consumer's
- 7 dwelling loan.

8 112. Therefore, Defendants' acts or practices as described in Paragraph 111  
9 violate Section 521(a) of the GLB Act, 15 U.S.C. § 6821(a)

10 **CONSUMER INJURY**

11 113. Consumers are suffering, have suffered, and will continue to suffer  
12 substantial injury as a result of Defendants' violations of the FTC Act, the MARS  
13 Rule (Regulation O), and the GLB Act. Absent injunctive relief by this Court,  
14 Defendants are likely to continue to injure consumers and harm the public interest.

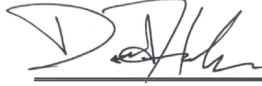
15 **PRAYER FOR RELIEF**

16 Wherefore, the FTC request that the Court:

- 17 A. Enter a permanent injunction to prevent future violations of the FTC
- 18 Act, the MARS Rule (Regulation O), and the GLB Act;
- 19 B. Grant preliminary injunctive and ancillary relief as may be necessary
- 20 to avert the likelihood of consumer injury during the pendency of this action, and
- 21 to preserve the possibility of effective final relief, including temporary and
- 22 preliminary injunctions, an order freezing assets, immediate access to Defendants'
- 23 business premises, and appointment of a receiver;
- 24 C. Award monetary and other relief within the Court's power to grant,
- 25 including restitution or the refund of money; and,
- 26 D. Award any additional relief as the Court determines to be just and
- 27 proper.
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Respectfully submitted,



Dated: 5/22/2026

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