UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No. -Civ (/ 1

FEDERAL TRADE COMI\/IISSION,

Plaintiff,

SERVICE BROKERS

JURESDICTION AND VENUE

2. Subject matter jurisdiction is conferred upon this Court by 15 U.S.C. 5s 45(a) and
53(b) and 28 U.S.C. $5 1331, 1337(a), and 1345.
3. Venue is proper in the Southern District of Florida under 15 U.S.C. 5 53(b) and 28
G.S.C. S 1391(b) and (c).

PLAINTIFF

4. Plaintiff, the Federal Trade Commission, is an independent agency of the United
States Government created by statute. 15 U.S.C. $5 41-48, as amended. The Commission is charged, inter alia, with enforcement of Section 5(a) of the FTC Act, 15 U.S.C. $45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The Commission also enforces the Credit Repair Organizations Act. 15 U.S.C. 5 1679h(a). The Commission is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the Credit Repair Organizations Act in order to ensure such equitable relief
as is appropriate in each case, including restitution for injured consumers. 15 U.S.C. $5 53(b),
57b, and 1679h(b).

DEFENDANTS

5. Defendant Service Brokers Associates, Lnc. ("Seniice Brokers"), is a Florida
corporation with its offices and principal place of business located at 5440 N. State Road 7, Fort
Lauderdale, Florida 333 19. Service Brokers has also done business under the ensud�(also s3�(own)Tj�0e 0 Td�(iT to

Florida.

6. Defendant Daniel Gonzalez is the president and an owner of defendant Service
Brokers. At all times material to this complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of defendant Sewice Brokers, including the various acts and practices set forth in this complaint. Daniel Gonzalez resides in and transacts or has transacted business in the Southern District of Florida.

COMMERCE

7. At all times relevant to this complaint, defendants have maintained a substantial
course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. 5 44.

DEFENDANTS' BUSINESS ACTIVITIES

8. Since at least March, 2002, and continuing thereafter, defendants, directly or
through their representatives, have promoted, offered for sale, and sold credit repair services to consumers. Defendants market and sell their credit repair services in the English and Spanish languages. Defendants maintained, for some period of time since at least March, 2002, an Internet website where consumers could purchase defendants' credit repair services. The company's Spanish-language web page was located at ww~w.~~sacredityes.corn/espanol, and its English-language web page was found at www.usacredityes.con11ingles.
9. Through verbal statements by their representatives and through written statements
on their website, defendants have offered "credit repair" services purporting to remove or attempt

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.AND OTHER EQUITABLE RELIEF Page 3 of 8

to remove derogatory information fiom, or improve, consumers' credit histories, credit records, or credit ratings.
10. Before providing any of the promised services, defendants' representatives request
and obtain at least partial payment for these services. Fees required by defendants typically range from $300 to $400.

15 U.S.C. 9 1679(b).
16. The Credit Repair Organizations Act prohibits credit repair organizations froin
charging or receiving any illoney or other valuable consideration for the perforn~ance of any service which the credit repair organization has agreed to perform before such service is ftilly performed. 15 U.S.C. 9 1679b(b).
17. The Credit Repair Organizations Act requires that credit repair organizations
provide consumers with a written disclosure statement entitled "Consumer Credit File Rights Under State and Federal Law" before any contract or agreement between the consumer and the credit repair organization is executed. 15 U.S.C. 5 1679c(a).
18. The Credit Repair Organizations Act requires credit repair organizations to
include in their written contracts for services specific statements regarding the consumers' right to cancel the contract without penalty or obligation at any time before the third business day after the date on which the consumer signed the contract. 15 U.S.C. 5 1679d(b)(4).
19. Pursuant to Section 410(b)(l) of the Credit Repair Organizations Act,
15 U.S.C. 5 1679h(b)(l), any violation of any requirement or prohibition of the Credit Repair Organizations Act constitutes an unfair and deceptive act or practice in commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. 5 45(a).

VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT
COUNT ONE

20. In numerous instances, in connection with the sale and perfonnance of services
for consumers by a credit repair organization, as that tern1 is defined in Section 403(3) of the

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CONSUMER INJURY

23. Consumers have suffered, and continue to suffer, substantial monetary loss as a res~llt of defendants' ~~nlawful acts and practices. In addition, defendants have been unjustly enriched as a result of their unla\vful acts and practices. Absent injunctive relief, defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public.
THIS COURT'S POWER TO GRGNT RELIEF

24. Sections 13(b) and 19 of the FTC Act, 15 U.S.C. $9 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. 5 1679h(b), empower this Court to grant injunctive and such other relief as the Court may deem appropriate to prevent and redress violations of the FTC Act. The Court, in the exercise of its equitable jurisdiction, may award other ancillary relief, including but not limited to, rescission of contracts and restitution, and the disgorgement of ill-gotten gains, to prevent and remedy injury caused by defendants' law violations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the Federal Trade Conlmission, pursuant to Sections 13(b) and
19 of the FTC Act, 15 U.S.C. $5 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. 3 1679h(b), and the Court's own equitable powers, requesteitable

consumers resulting from defendants' violations of the FTC Act, including but not limited to, rescission of contracts and restitution, and the disgorgement of ill-gotten gains by the defendants; and

(c) Award plaintiff the costs of bringing this