

<p style="text-align: center;">FILED CLERK, U.S. DISTRICT COURT</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 5px 0;"> <p style="font-size: 1.2em;">May 11, 2021</p> </div> <p style="text-align: center;">CENTRAL DISTRICT OF CALIFORNIA BY: <u> VPC </u> DEPUTY</p>
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

<p>Bureau of Consumer Financial Protection,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>Chou Team Realty, LLC, et al.,</p> <p style="text-align: center;">Defendants.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No.: 8-20-cv-00043-SB-ADS</p> <p>STIPULATED FINAL JUDGMENT AND ORDER AS TO FRANK ANTHONY SEBREROS</p>
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The Bureau of Consumer Financial Protection (Bureau) commenced this civil action on January 9, 2020, to obtain injunctive relief, redress, civil penalties, and disgorgement. The Complaint alleges that, in connection with providing Debt-Relief Services to consumers with student loans, certain entities and individuals, including Defendant Frank Anthony Sebreros, violated the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681; the Telemarketing Sales Rule (TSR), 16 C.F.R. Part 310; and the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531(a), 5536(a)(1)(A).

The Bureau and Defendant Sebreros agree to entry of this Stipulated Final Judgment and Order (Order), without adjudication of any issue of fact or law, to settle and resolve all matters in dispute between these parties.

1 Internet website, email, or other electronic
2 communication;

3 ii. providing names of, or contributing to the generation of,
4 potential customers;

5 iii. participating in or providing services related to the
6 offering, sale, or servicing of a product, or the collection
7 of payments for a product;

8 iv. acting or serving as an owner, officer, director, manager,
9 principal, partner, or limited partner of any entity;

10 v. investing or loaning money; and

11 vi. renting or otherwise providing office space.

12 c. "Assure Direct Services" means Assure Direct Services, Inc.;
13 Assure Direct Services, LP; and their successors and assigns,
14 individually, collectively, or in any combination

15 d. "Consumer Financial Product or Service" is synonymous in
16 meaning and equal in scope to the definition of the term in the
17 CFPA, 12 U.S.C. § 5481(5), and, subject to applicable
18 restrictions contained in the CFPA, includes but is not limited
19 to:

20 i. extending credit and servicing loans, including acquiring,
21 purchasing, selling, brokering, or other extensions of
22 credit (other than solely extending commercial credit to a
23 person who originates consumer credit transactions);

24 ii. providing financial advisory services to consumers on
25 individual consumer financial matters or relating to
26 proprietary financial products or services, including
27 providing credit counseling to any consumer or providing
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1 services to assist a consumer with debt management or
2 debt settlement, modifying the terms of any extension of
3 credit, or avoiding foreclosure; and

4 iii. engaging in deposit-taking activities, transmitting or
5 exchanging funds, or otherwise acting as a custodian of
6 funds or any financial instrument for use by or on behalf
7 of a consumer.

8 e. “Consumer Report” means a “consumer report,” as that term is
9 defined in Section 603(d) of FCRA, 15 U.S.C. § 1681a(d).

10 f. “Consumer Reporting Agency” means a “consumer reporting
11 agency,” as that term is defined in Section 603(f) of FCRA, 15
12 U.S.C. § 1681a(f).

13 g. “Debt-Relief Service” means any product, service, plan, or
14 program represented, directly or by implication, to renegotiate,
15 settle, or in any way alter the terms of payment or other terms
16 of the debt, including but not limited to a student loan debt,
17 mortgage loan debt, credit card debt, or tax debt or obligation,
18 between a person and one or more creditors or debt collectors,
19 including, but not limited to, a reduction in the balance,
20 interest rate, or fees owed by a person to a creditor or debt
21 collector.

22 h. “Defendant” means Frank Anthony Sebreros, and any other
23 name by which he might be known.

24 i. “Effective Date” means the date on which the Order is issued.

25 j. “Enforcement Director” means the Assistant Director of the
26 Office of Enforcement for the Bureau of Consumer Financial
27 Protection, or his or her delegate.
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- 1 k. “Prescreened Consumer Reports” means Consumer Reports
2 relating to consumers furnished by a Consumer Reporting
3 Agency in connection with credit or insurance transactions that
4 are not initiated by the consumers, pursuant to 15 U.S.C.
5 § 1681b(c).
- 6 l. “Related Consumer Action” means a private action by or on
7 behalf of one or more consumers or an enforcement action by
8 another governmental agency brought against Defendant based
9 on substantially the same facts as described in the Complaint.
- 10 m. “Student Loan Debt Relief Companies” means Docu Prep
11 Center, Inc., d/b/a DocuPrep Center, d/b/a Certified Document
12 Center; Document Preparation Services, LP, d/b/a DocuPrep
13 Center, d/b/a Certified Document Center; Certified Doc Prep,
14 Inc.; Certified Doc Prep Services, LP; Assure Direct Services,
15 Inc.; Assure Direct Services, LP; Direct Document Solutions,
16 Inc.; Direct Document Solutions, LP; Secure Preparation
17 Services, Inc.; Secure Preparation Services, LP, and their
18 successors and assigns, individually, collectively, or in any
19 combination.
- 20 n. “Telemarketing” means a plan, program, or campaign which is
21 conducted to induce the purchase of goods or services or a
22 charitable contribution, by use of one or more telephones and
23 which involves more than one interstate phone call.
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1 **ORDER**

2 **CONDUCT RELIEF**

3 **I.**

4 **Permanent Ban on Offering or Providing Debt-Relief Services**

5 **IT IS ORDERED that:**

6 8. Defendant, whether acting directly or indirectly, is permanently
7 restrained and enjoined from:

- 8 a. participating in, advertising, marketing, promoting, offering for
9 sale, selling, or providing any Debt-Relief Service; or
10 b. Assisting Others in, or receiving any remuneration or other
11 consideration from, the provision, advertising, marketing,
12 promoting, offering for sale, sale or production of any Debt-
13 Relief Service.

14 Nothing in this Order shall be read as an exception to this Paragraph.

15 **II.**

16 **Permanent Ban on Telemarketing Consumer**

17 **Financial Products or Services**

18 9. Defendant, whether acting directly or indirectly, is permanently
19 restrained and enjoined from participating in Telemarketing or Assisting Others
20 engaged in Telemarketing any Consumer Financial Product or Service. Nothing
21 in this Order shall be read as an exception to this Paragraph.

22 **III.**

23 **Permanent Ban on Using or Obtaining Prescreened Consumer Reports**

24 **IT IS ORDERED that:**

25 10. Defendant, whether acting directly or indirectly, is permanently
26 restrained and enjoined from using, obtaining, offering, providing, selling, or
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1 arranging for others to use or obtain Prescreened Consumer Reports for any
2 purpose. Nothing in this Order shall be read as an exception to this Paragraph.

3 **IV.**

4 **Prohibition on Using or Obtaining Consumer Reports**
5 **for Any Business Purpose**

6 **IT IS ORDERED that:**

7 11. Defendant, and his officers, agents, servants, employees, and
8 attorneys, and all other persons in active concert or participation with them,
9 who receive actual notice of this Order, whether acting directly or indirectly,
10 are permanently restrained and enjoined from using, obtaining, offering,
11 providing, selling, or arranging for others to use or obtain Consumer Reports
12 for any business purpose. Nothing in this Order shall be read as an exception to
13 this Paragraph.

14 **V.**

15 **Consumer Information**

16 **IT IS ORDERED that:**

17 12. Defendant and his officers, agents, servants, employees, and
18 attorneys, and all other persons in active concert or participation with them,
19 who receive actual notice of this Order, whether acting directly or indirectly,
20 may not:

- 21 a. disclose, use, or benefit from consumer information, including
22 the name, address, or any information about the consumer's
23 student loans, contained in or derived from Prescreened
24 Consumer Reports obtained for use in marketing Debt-Relief
25 Services; or
26 b. disclose, use, or benefit from consumer information, including
27 the name, address, telephone number, email address, social
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1 security number, other identifying information, or any data that
2 enables access to a customer's account (including a credit card,
3 bank account, or other financial account), obtained from or
4 through the activities of the Student Loan Debt Relief
5 Companies.

6 *However*, this Order does not prohibit the disclosure of consumer
7 information if lawfully requested by a government agency or required by law,
8 regulation, or court order.

9 **MONETARY PROVISIONS**

10 **VI.**

11 **Order to Pay Redress**

12 **IT IS FURTHER ORDERED** that:

13 13. A judgment for monetary relief is entered in favor of the Bureau
14 and against Defendant, in the amount of \$3,404,455 for the purpose of
15 providing redress to Affected Consumers; however, full payment of this
16 judgment will be suspended upon satisfaction of the obligations in Paragraphs
17 14 through 18 of this Section and Paragraphs 27 through 31 and 33 of Section
18 IX and subject to Section VII of this Order.

19 14. Within 10 days of the Effective Date, Defendant must pay to the
20 Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according
21 to the Bureau's wiring instructions, the following payments in partial
22 satisfaction of the judgment referenced in Paragraph 13 of this Section. Within
23 10 days of the Effective Date, Defendant must pay \$17,500. Within 40 days of
24 the Effective Date, Defendant must pay an additional \$8,750. Within 70 days
25 of the Effective Date, Defendant must pay an additional \$8,750.

26 15. With regard to any redress that Defendant pays under this Section,
27 if Defendant, directly or indirectly, receives any reimbursement or
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1 indemnification from any source, including but not limited to payment made
2 under any insurance policy, or if Defendant secures a tax deduction or tax credit
3 with regard to any federal, state, or local tax, Defendant must: (a) immediately
4 notify the Enforcement Director in writing, and (b) within 10 days of receiving
5 the funds or monetary benefit, Defendant must transfer to the Bureau the full
6 amount of such funds or monetary benefit (Additional Payment) to the Bureau
7 or to the Bureau's agent according to the Bureau's wiring instructions. After the
8 Bureau receives the Additional Payment, the amount of the suspended judgment
9 referenced in Paragraph 13 will be reduced by the amount of the Additional
10 Payment and the Additional Payment will be applied toward satisfaction of the
11 monetary judgment entered in Paragraph 13.

12 16. Any funds received by the Bureau in satisfaction of this judgment
13 will be deposited into a fund or funds administered by the Bureau or to the
14 Bureau's agent according to applicable statutes and regulations to be used for
15 redress for Affected Consumers, including, but not limited to, refund of
16 moneys, restitution, damages or other monetary relief, and for any attendant
17 expenses for the administration of any such redress.

18 17. If the Bureau determines, in its sole discretion, that redress to
19 consumers is wholly or partially impracticable or if funds remain after redress is
20 completed, the Bureau will deposit any remaining funds in the U.S. Treasury as
21 disgorgement. Defendant will have no right to challenge any actions that the
22 Bureau or its representatives may take under this Section.

23 18. Payment of redress to any Affected Consumer under this Order
24 may not be conditioned on that Affected Consumer waiving any right.

1 **VII.**

2 **Effect of Misrepresentation or Omission Regarding Financial Condition**

3 **IT IS FURTHER ORDERED** that:

4 19. The suspension of the monetary judgment entered in Section VI of
5 this Order is expressly premised on the truthfulness, accuracy, and
6 completeness of Defendant's sworn financial statements, supporting documents,
7 and testimony submitted to the Bureau, which Defendant asserts are truthful,
8 accurate, and complete, and which include:

- 9 a. the Financial Statement of Defendant, including the
10 attachments, executed on October 26, 2020;
11 b. the supporting documents submitted to the Bureau on
12 November 18, 2020;
13 c. the deposition testimony of Defendant on December 20, 2020;
14 and
15 d. the supplement to Defendant's Financial Statement, including
16 its attachment, executed on February 8, 2021.

17 20. If upon motion by the Bureau, the Court determines that Defendant
18 has failed to disclose any material asset, or that his Financial Statement,
19 testimony, or supporting documents identified in Paragraph 19 contain any
20 material misrepresentations or omissions, including materially misstating the
21 value of any asset, the Court shall terminate the suspension of the monetary
22 judgment entered in Section VI of this Order and the full judgment of
23 \$3,404,455 entered shall be immediately due and payable, less any amounts
24 paid to the Bureau under Section VI of this Order.

25 21. If the Court terminates the suspension of the monetary judgment
26 under this Section, the Bureau will be entitled to interest on the Order,
27 computed from the date of entry of this Order, at the rate prescribed by 28

1 U.S.C. § 1961, as amended, on any outstanding amounts not paid; provided,
2 however, that in all other respects this Order shall remain in full force and effect
3 unless otherwise ordered by the Court; and, provided further, that proceedings
4 instituted under this provision would be in addition to, and not in lieu of any
5 other civil or criminal remedies as may be provided by law, including any other
6 proceedings that the Bureau may initiate to enforce this Order.

7 **VIII.**

8 **Order to Pay Civil Money Penalties**

9 **IT IS FURTHER ORDERED** that:

10 22. Under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by
11 reason of the violations of law alleged against Defendant in the Complaint, and
12 taking into account the factors in 12 U.S.C. § 5565(c)(3), Defendant must pay a
13 civil money penalty of \$1.00 to the Bureau. This nominal penalty is based on
14 Defendant's limited ability to pay as attested to in its financial statements
15 identified in Section VII above.

16 23. Within 10 days of the Effective Date, Defendant must pay the civil
17 money penalties in Paragraph 22 by wire transfer to the Bureau or to the
18 Bureau's agent in compliance with the Bureau's wiring instructions.

19 24. The civil money penalty paid under this Order will be deposited in
20 the Civil Penalty Fund of the Bureau, as required by section 1017(d) of the
21 CFPA, 12 U.S.C. § 5497(d).

22 25. Defendant must treat the civil money penalties paid under this
23 Order as a penalty paid to the government for all purposes. Regardless of how
24 the Bureau ultimately uses those funds, Defendant may not:

- 25 a. claim, assert, or apply for a tax deduction, tax credit, or any
26 other tax benefit for any civil money penalty paid under this
27 Consent Order; or
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1 b. seek or accept, directly or indirectly, reimbursement or
2 indemnification from any source, including but not limited to
3 payment made under any insurance policy, with regard to any
4 civil money penalty paid under this Order.

5 26. Defendant agrees that the civil penalty imposed by the Order
6 represents a civil penalty owed to the United States Government, is not
7 compensation for actual pecuniary loss, and, thus that it is not subject to
8 discharge under the Bankruptcy Code under 11 U.S.C. § 523(a)(7).

9 **IX.**

10 **Additional Monetary Provisions**

11 27. In the event of any default on Defendant's obligations to make
12 payment under this Order, interest, computed under 28 U.S.C. § 1961, as
13 amended, will accrue on any outstanding amounts not paid from the date of
14 default to the date of payment, and will immediately become due and payable.

15 28. Defendant relinquishes all dominion, control, title to the funds paid
16 under this Order to the fullest extent permitted by law. No part of the funds may
17 be returned to Defendant.

18 29. The facts alleged in the Complaint will be taken as true and be
19 given collateral estoppel effect, without further proof, in any proceeding based
20 on the entry of the Order, or in any subsequent civil litigation by, or on behalf
21 of the Bureau, including in a proceeding to enforce its rights to any payment or
22 monetary judgment under this Order, such as a nondischargeability complaint in
23 any bankruptcy case.

24 30. The facts alleged in the Complaint establish all elements necessary
25 to sustain an action by the Bureau under to Section 523(a)(2)(A) of the
26 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A). For such purposes, this Order will
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1 have collateral estoppel effect against Defendant, even in Defendant's capacity
2 as debtor-in-possession.

3 31. Under 31 U.S.C. § 7701, Defendant, unless he already has done so,
4 must furnish to the Bureau his taxpayer-identification numbers, which may be
5 used for purposes of collecting and reporting on any delinquent amount arising
6 out of this Order.

7 32. Within 30 days of the entry of a final judgment, order, or
8 settlement in a Related Consumer Action, Defendant must notify the
9 Enforcement Director of the final judgment, order, or settlement in writing.
10 That notification must indicate the amount of redress, if any, that Defendant
11 paid or is required to pay to consumers, and it must describe the consumers or
12 classes of consumers to whom that redress has been or will be paid. To preserve
13 the deterrent effect of the civil money penalty in any Related Consumer Action,
14 Defendant may not argue that Defendant is entitled to, nor may Defendant
15 benefit by, any offset or reduction of any monetary remedies imposed in the
16 Related Consumer Action because of the civil money penalty paid in this
17 action, or because of any payment that the Bureau makes from the Civil Penalty
18 Fund. If the court in any Related Consumer Action offsets or otherwise reduces
19 the amount of compensatory monetary remedies imposed against Defendant
20 based on the civil money penalty paid in this action, or based on any payment
21 that the Bureau makes from the Civil Penalty Fund, Defendant must, within 30
22 days after entry of a final order granting such offset or reduction, notify the
23 Bureau and pay the amount of the offset or reduction to the U.S. Treasury. Such
24 a payment will not be considered an additional civil money penalty and will not
25 change the amount of the civil money penalty imposed in this action.

26 33. Under Section 604(a)(I) of FCRA, 15 U.S.C. § 1681 b(a)(1), any
27 Consumer Reporting Agency may furnish a Consumer Report concerning
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1 Defendant to the Bureau, which may be used for purposes of collecting and
2 reporting on any delinquent amount arising out of this Order.

3 **COMPLIANCE PROVISIONS**

4 **X.**

5 **Reporting Requirements**

6 **IT FURTHER ORDERED** that:

7 34. Defendant must notify the Bureau of any development that may
8 affect compliance obligations arising under this Order, including but not limited
9 to, a dissolution, assignment, sale, merger, or other action that would result in
10 the emergence of a successor company; the creation or dissolution of a
11 subsidiary, parent, or affiliate that engages in any acts or practices subject to
12 this Order; the filing of any bankruptcy or insolvency proceeding by or against
13 Defendant; or a change in Defendant's name or address. Defendant must
14 provide such notice at least 30 days before the development, or as soon as
15 practicable after learning of the development, whichever is sooner.

16 35. Within 7 days of the Effective Date, Defendant must:

- 17 a. designate at least one telephone number and email, physical,
18 and postal address as points of contact, which the Bureau may
19 use to communicate with Defendant;
- 20 b. identify all businesses for which Defendant is the majority
21 owner, or that Defendant directly or indirectly controls, by all
22 of their names, telephone numbers, and electronic, physical, and
23 postal addresses;
- 24 c. describe the activities of each such business, including the
25 products and services offered, and the means of advertising,
26 marketing, and sales;

- 1 d. identify Defendant's telephone numbers and all electronic,
2 physical, and postal addresses, including all residences; and
3 e. describe in detail Defendant's involvement in any business for
4 which he performs services in any capacity or which he wholly
5 or partially owns, including his title, role, responsibilities,
6 participation, authority, control, and ownership.

7 36. Defendant must report any change in the information required to
8 be submitted under Paragraph 35 at least 30 days before the change, or as soon
9 as practicable after learning about the change, whichever is sooner.

10 37. Within 90 days of the Effective Date, and again one year after the
11 Effective Date, Defendant must submit to the Enforcement Director an accurate
12 written compliance progress report sworn to under penalty of perjury
13 ("Compliance Report"), which, at a minimum:

- 14 a. lists each applicable paragraph and subparagraph of this Order
15 and describes in detail the manner and form in which such
16 Defendant has complied with each such paragraph and
17 subparagraph of this Order;
18 b. describes in detail the manner in which and purposes for which
19 Defendant has used or obtained Consumer Reports; and
20 c. attaches a copy of each Order Acknowledgment obtained under
21 Section XI, unless previously submitted to the Bureau.

22 XI.

23 Order Distribution and Acknowledgment

24 **IT IS FURTHER ORDERED** that,

25 38. Within 7 days of the Effective Date, Defendant must submit to the
26 Enforcement Director an acknowledgment of receipt of this Order, sworn under
27 penalty of perjury.

1 39. Within 30 days of the Effective Date, Defendant, for any business
2 for which he is the majority owner or which he directly or indirectly controls,
3 must deliver a copy of this Order to each of its owners, board members,
4 officers, LLC members and managers, and general and limited partners, as well
5 as any managers, employees, or other agents and representatives who have
6 responsibilities related to Consumer Reports.

7 40. Defendant, for any business for which he is the majority owner or
8 which he directly or indirectly controls, must deliver a copy of this Order to any
9 business entity resulting from any change in structure referred to in Section X,
10 any future owners, board members, officers, LLC members and managers, and
11 general and limited partners, as well as any managers, employees, or other
12 agents and representatives who will have responsibilities related to Consumer
13 Reports before they assume their responsibilities.

14 41. Defendant must secure a signed and dated statement
15 acknowledging receipt of a copy of this Order, ensuring that any electronic
16 signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et*
17 *seq.*, within 30 days of delivery, from all persons receiving a copy of this Order
18 under this Section.

19 42. Within 90 days of the Effective Date, Defendant must provide the
20 Bureau with a list of all persons and their titles to whom this Order was
21 delivered through that date under Paragraphs 39 and 40 and a copy of all signed
22 and dated statements acknowledging receipt of this Order under Paragraph 41.

23 **XII.**

24 **Recordkeeping**

25 **IT IS FURTHER ORDERED** that,

26 43. Defendant, for any business for which he is the majority owner or
27 which he directly or indirectly controls, must create all documents and business
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1 records necessary to demonstrate full compliance with each provision of this
2 Order, including all submissions to the Bureau. Defendant must retain these
3 documents for at least 10 years after creation and make them available to the
4 Bureau upon the Bureau's request.

5 44. Defendant, for any business for which he is the majority owner or
6 which he directly or indirectly controls, must maintain, for 10 years from the
7 Effective Date, or 10 years after creation, whichever is longer:

- 8 a. all records concerning Consumer Reports used or obtained; and
- 9 b. all consumer complaints and refund requests (whether received
10 directly or indirectly, such as through a third party), and any
11 responses to those complaints or requests.

12 Defendant must make these materials available to the Bureau upon the Bureau's
13 request.

14 XIII.

15 Notices

16 **IT IS FURTHER ORDERED** that:

17 45. Unless otherwise directed in writing by the Bureau, Defendant
18 must provide all submissions, requests, communications, or other documents
19 relating to this Order in writing, with the subject line, "*CFPB v. Chou Team*
20 *Realty, LLC, et al.*, Case No. 8:20-cv-00043-SB-ADS," and send them by
21 overnight courier or first-class mail to the below address, and
22 contemporaneously by email to Enforcement_Compliance@cfpb.gov:

23 Assistant Director for Enforcement
24 Bureau of Consumer Financial Protection
25 ATTENTION: Office of Enforcement
26 1700 G Street, N.W.
27 Washington D.C. 20552
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1 **XIV.**

2 **Cooperation with the Bureau**

3 **IT IS FURTHER ORDERED** that:

4 46. Defendant must cooperate fully to help the Bureau determine the
5 identity and location of, and the amount of injury sustained by, each Affected
6 Consumer. Defendant must provide such information in his agents' possession
7 or control within 14 days of receiving a written request from the Bureau.

8 47. Defendant must cooperate fully with the Bureau in this lawsuit,
9 *CFPB v. Chou Team Realty, LLC, et al.*, Case No. 8:20-cv-00043-SB-ADS
10 (C.D. Cal.), and in any investigation related to or associated with the conduct
11 described in the Complaint. Defendant must provide truthful and complete
12 information, evidence, and testimony. Defendant must appear for interviews,
13 discovery, hearings, trials, and any other proceedings that the Bureau may
14 reasonably request upon 10 days written notice, or other reasonable notice, at
15 such places and times as the Bureau may designate, without the service of
16 compulsory process.

17 **XV.**

18 **Compliance Monitoring**

19 **IT IS FURTHER ORDERED** that, to monitor Defendant's compliance with
20 this Order, including the financial representations upon which part of the
21 judgment was suspended:

22 48. Within 14 days of receipt of a written request from the Bureau,
23 Defendant must submit additional compliance reports or other requested
24 information, which must be sworn under penalty of perjury; provide testimony;
25 or produce documents.

