

1 SARAH PREIS, DC BAR # 997387 (PHV *pending*)
(Email: sarah.preis@cfpb.gov)
2 COLIN REARDON, NY Bar # 4945655 (PHV *pending*)
(Email: colin.reardon@cfpb.gov)
3 BENJAMIN CLARK, IL BAR # 6316861 (PHV *pending*)
(Email: benjamin.clark@cfpb.gov)
4 Consumer Financial Protection Bureau
1700 G Street NW
5 Washington, DC 20552
Phone: (202) 435-9318, -9668, -7871
6 Fax: (202) 435-7329

7 Attorneys for Plaintiff
Consumer Financial Protection Bureau
8

9 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

10 Consumer Financial Protection Bureau,

11 Plaintiff,

12 v.

13 Commercial Credit Consultants (d.b.a. Accurise);
14 IMC Capital L.L.C. (a.k.a. Imperial Meridian
Capital L.L.C., Imperial Capital, and IMCA
15 Capital L.L.C.); Prime Credit, L.L.C. (a.k.a. Prime
Marketing, L.L.C.; d.b.a. Prime Credit
16 Consultants); Blake Johnson; and Eric Schlegel,

17 Defendants.

Case No. 2:17-cv-4720

18
19
20
COMPLAINT FOR
PERMANENT
INJUNCTION AND
OTHER RELIEF

1 INTRODUCTION

2 1. Plaintiff, the Consumer Financial Protection Bureau (“Bureau”),
3 brings this action against Commercial Credit Consultants (d.b.a. Accurise); IMC
4 Capital L.L.C. (a.k.a. Imperial Meridian Capital L.L.C., Imperial Capital, and
5 IMCA Capital L.L.C); Prime Credit, L.L.C. (a.k.a. Prime Marketing, L.L.C.; d.b.a.
6 Prime Credit Consultants); Blake Johnson; and Eric Schlegel (collectively,
7 “Defendants”) under Sections 1031(a), 1036(a), and 1054(a) of the Consumer
8 Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5531(a), 5536(a), and
9 5564(a), and the Telemarketing and Consumer Fraud and Abuse Prevention Act
10 (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and its implementing regulation,
11 the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, to obtain permanent
12 injunctive relief, civil money penalties, and other appropriate relief in connection
13 with Defendants’ offer and sale of credit repair services to consumers.

14 JURISDICTION AND VENUE

15 2. This Court has subject-matter jurisdiction over this action because it is
16 “brought under Federal consumer financial law,” 12 U.S.C. § 5565(a)(1), presents
17 a federal question, 28 U.S.C. § 1331, and is brought by an agency of the United
18 States, 28 U.S.C. § 1345.

19 3. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because
20 all Defendants reside in this District, under 28 U.S.C. § 1391(b)(2), because a

1 substantial part of the events or omissions giving rise to the claims herein occurred
2 in this District, and under 12 U.S.C. § 5564(f), because Defendants are located in
3 and do business in this District.

4 **PLAINTIFF**

5 4. The Bureau is an independent agency of the United States. 12 U.S.C.
6 § 5491. The Bureau is charged with enforcing Federal consumer financial laws. 12
7 U.S.C. §§ 5563, 5564. The Bureau has independent litigating authority, 12 U.S.C.
8 § 5564(a)-(b), including the authority to enforce the TSR as it applies to persons
9 subject to the CFPA, 15 U.S.C. § 6105(d).

10 **DEFENDANTS**

11 **Corporate Defendants**

12 5. Commercial Credit Consultants (d.b.a. Accurise) (“CCC”) is a
13 Wyoming corporation with a principal place of business in Los Angeles,
14 California.

15 6. From August 1, 2009, until the summer of 2012, CCC offered or
16 provided credit repair services to consumers.

17 7. IMC Capital L.L.C. (a.k.a. Imperial Meridian Capital L.L.C., Imperial
18 Capital, and IMCA Capital L.L.C) (“IMC”) is a California corporation with a
19 principal place of business in Los Angeles, California.

1 8. IMC offered or provided credit repair services to consumers from
2 approximately January 2012 until the summer of 2012.

3 9. Prime Credit, L.L.C. (a.k.a. Prime Marketing, L.L.C.; d.b.a. Prime
4 Credit Consultants) (“Prime”) is a California corporation with a principal place of
5 business in Los Angeles, California.

6 10. From approximately July 2012 until September 30, 2014, Prime
7 offered or provided credit repair services to consumers.

8 11. In March 2013, Prime entered into an agreement with Park View Law,
9 Inc. (a.k.a Park View Legal, a.k.a. Prime Law Experts, Inc.) (“PVL”), a California
10 corporation that offered or provided credit repair services to consumers.

11 12. Pursuant to the agreement between PVL and Prime, Prime handled
12 marketing and performed credit repair services for consumers who entered into
13 agreements with PVL.

14 13. This agreement enabled Prime to offer credit repair services using
15 PVL’s name.

16 14. CCC and Prime’s assets were sold to a third party on October 1, 2014.

17 15. CCC, IMC, and Prime each offered or provided credit repair, which is
18 a consumer financial product or service covered by the CFPA, 12 U.S.C.
19 § 5481(15)(A)(viii),(ix), and therefore are covered persons within the meaning of
20 the CFPA, *id.* § 5481(6).

1 16. CCC, IMC, and Prime were each a seller, as defined by the TSR, 16
2 C.F.R. § 310.2(dd), because, in connection with a telemarketing transaction, they
3 provided, offered to provide, or arranged for others to provide goods or services to
4 customers in exchange for consideration.

5 17. CCC, IMC, and Prime were each a telemarketer, as defined by the
6 TSR, 16 C.F.R. § 310.2(ff), because, in connection with telemarketing, they
7 initiated or received telephone calls to or from customers.

8 18. Between August 1, 2009 and September 30, 2014, Corporate
9 Defendants charged approximately 71,000 consumers at least \$31,000,000 in fees.

10 19. Corporate Defendants returned a portion of these fees to consumers
11 through either refunds or chargebacks, including at least \$850,000 between
12 January 2012 and September 2014.

13 **Individual Defendants**

14 20. Blake Johnson (“Johnson”) is a resident of Los Angeles, California.

15 21. Johnson formed CCC in 2009, and was its majority owner.

16 22. Johnson is the founder and chairman of IMC, and owns a majority
17 interest in IMC.

18 23. Johnson formed Prime in July 2012, and was its majority owner.

19 24. Johnson engaged in the acts and practices of CCC, IMC, and Prime
20 set forth in this Complaint.

25. Because of his status as a director, officer, or employee charged with managerial responsibility for CCC, IMC, and Prime, and because of his status as the controlling shareholder of CCC, IMC, and Prime who materially participated in the conduct of those entities' affairs, Johnson was a "related person" deemed to be a "covered person" under the CFPA with respect to each of those entities. 12 U.S.C. § 5481(25)(B), (C)(i), (ii).

26. Eric Schlegel (“Schlegel”) is a resident of Laguna Niguel, California.

27. Schlegel was the president of CCC and also a minority shareholder in CCC.

28. Schlegel was the president of Prime and is a minority shareholder in Prime.

29. Schlegel engaged in the acts and practices of CCC and Prime set forth in this Complaint.

30. Because of his status as director, officer, or employee charged with managerial responsibility for CCC and Prime, and because of his status as a shareholder of CCC and Prime who materially participated in the conduct of those entities' affairs, Schlegel is a "related person" deemed to be a "covered person" under the CFPA with respect to each of those entities. 12 U.S.C. §§ 5481(25)(B), (C)(i), (ii).

31. Johnson and Schlegel were each “sellers” within the meaning of the TSR because, in connection with a telemarketing transaction, they each provided, offered to provide, or arranged for others to provide services to customers in exchange for consideration. 16 C.F.R. § 310.2(dd).

DEFENDANTS CHARGED UNLAWFUL ADVANCE FEES

32. Defendants marketed credit repair services to consumers nationwide through telemarketing.

33. Corporate Defendants' customers included individuals who were seeking to obtain a mortgage, loan, refinancing or other extension of credit when they first communicated with Defendants.

34. Corporate Defendants requested and received payment for credit repair services represented to remove derogatory information from, or to improve, consumers' credit histories, credit records, or credit ratings.

35. Corporate Defendants typically charged consumers three types of fees in the first six months of service: (1) an initial consultation fee; (2) a one-time set-up fee; and (3) monthly fees.

36. During sales calls with consumers, Corporate Defendants represented that a consultation regarding the consumer's credit report was the first step in the credit repair process.

1 37. Corporate Defendants charged an initial fee that was typically \$59.95
2 for the consultation and for a copy of the consumer's credit report.

3 38. During the consultation, an analyst purportedly reviewed and
4 discussed the credit report with the consumer and identified how Corporate
5 Defendants could help the consumer increase his or her credit score.

6 39. If the consumer agreed to receive services beyond the consultation,
7 Corporate Defendants charged the consumer a one-time set-up fee that was
8 typically hundreds of dollars.

9 40. Consumers sometimes paid the set-up fee in multiple payments
10 over the first two months of service.

11 41. Beginning in the third month of service, Corporate Defendants
12 charged monthly fees, which were typically \$89.99 per month.

13 42. During the service period, Corporate Defendants mailed dispute
14 letters to the credit reporting agencies, challenging much of the negative
15 information in the consumers' reports, even if that information was accurate and
16 not obsolete.

17 43. Corporate Defendants continued to charge monthly fees until
18 consumers affirmatively cancelled their contracts.

19 44. Corporate Defendants typically did not obtain credit reports or credit
20 scores while customers received services or after consumers completed services to

determine whether negative items had been removed from consumers' credit reports or whether consumers' credit scores had increased.

45. Johnson and Schlegel developed the fee structure and contracts that CCC and Prime used, and had final decision-making authority over the fees those entities charged.

46. Johnson also developed the fee structure and contracts that IMC used, and had final decision-making authority over the fees that it charged.

DEFENDANTS MISREPRESENTED THE EFFICACY OF THEIR SERVICES

47. Defendants have misrepresented the efficacy of their services, including their ability to remove negative items and to increase consumers' credit scores.

Removal of Negative Items

48. Defendants misrepresented their ability to remove negative items from consumers' credit reports by failing to make clear the limited circumstances in which they could do so.

49. Pursuant to the FCRA, a consumer reporting agency typically may not report negative items that are more than seven years old, or bankruptcies that are more than ten years old. 15 U.S.C. § 1681c.

1 50. A consumer reporting agency may continue reporting a disputed item
2 unless after an investigation the disputed item is found to be inaccurate,
3 incomplete, or cannot be verified. 15 U.S.C. § 1681i(a)(5)(A).

4 51. Following a reinvestigation, consumer reporting agencies only have to
5 remove inaccurate, incomplete, or unverifiable information from consumers' credit
6 reports. 15 U.S.C. § 1681i(a)(1)(A),(5)(A).

7 52. In numerous instances, Defendants' marketing created the net
8 impression that their credit repair services would or likely would result in the
9 removal of material negative entries on consumers' credit reports, regardless of
10 whether the negative entries were inaccurate or obsolete.

11 53. Defendants did not make clear in sales calls or in online marketing
12 that consumer reporting agencies only have to remove negative items from
13 consumers' credit reports in limited circumstances.

14 54. Defendants lacked a reasonable basis for representing that they could
15 remove negative items when they did not have information indicating that such
16 items were inaccurate or obsolete.

17 55. Because Defendants typically did not track whether negative items
18 were removed from consumers' credit reports, they lacked a reasonable basis for
19 representing without qualification that their services would or likely would result
20 in the removal of negative items.

1 **Ability to Improve Consumers' Credit Scores**

2 56. Defendants misrepresented, explicitly and implicitly, their ability to
3 increase consumers' credit scores.

4 57. In numerous instances, Corporate Defendants represented during sales
5 calls that Defendants' credit repair services substantially raised their customers'
6 credit scores, often stating that their customers' scores increased by an average of
7 100 or more points.

8 58. Defendants lacked a reasonable basis for representing that their credit
9 repair services substantially raised their customers' credit scores.

10 59. Corporate Defendants typically did not obtain or review consumers'
11 credit scores to determine whether their credit scores increased after using
12 Defendants' credit repair services.

13 60. Because Defendants did not actually measure the average credit score
14 increase obtained by consumers who used their services, Corporate Defendants
15 lacked a reasonable basis for their statement that they increased credit scores by an
16 average of 100 or more points.

17 61. Corporate Defendants' representations that their services increased
18 credit scores by an average of over 100 or more points were also false.

19 62. CCC and Prime's websites have also included alleged testimonials or
20 descriptions of individual results. Such testimonials or descriptions state that the

1 consumer's scores increased significantly or that certain negative items were
2 removed as a result of Defendants' services.

3 63. Those testimonials implied that the results were typical of what
4 consumers would generally achieve when using Defendants' services.

5 64. CCC and Prime lacked a reasonable basis for representing that those
6 testimonials reflected what consumers would generally achieve when using
7 Defendants' services.

8 **DEFENDANTS MISREPRESENTED AND FAILED TO CLEARLY AND**
9 **CONSPICUOUSLY DISCLOSE THE TERMS OF THEIR "GUARANTEE"**

10 65. Defendants represented that they offered a money-back guarantee.

11 66. Corporate Defendants' marketing created the impression that if a
12 consumer was not satisfied with their credit repair services, then the consumer
13 could obtain a refund.

14 67. But Corporate Defendants' sales contracts typically limited the
15 guarantee to the removal of a minimum of one disputed item within 180 days of
16 the execution of the sales contract.

17 68. Defendants construed the guarantee as meaning that so long as
18 Defendants' credit repair services resulted in the removal of a single disputed item
19 within six months, consumers could not obtain a refund, even if their credit scores
20 did not improve.

1 69. Corporate Defendants also typically required customers to pay for a
2 full six months of services to be eligible for the guarantee.

3 70. Corporate Defendants did not clearly and conspicuously disclose the
4 limitations of their refund policy during sales calls or in their online marketing.

5 71. Corporate Defendants typically did not provide consumers with a
6 copy of the sales contract until after the consumer had provided payment
7 information for the initial consultation fee.

8 72. Johnson and Schlegel were aware of complaints from customers who
9 considered Corporate Defendants' marketing of the guarantee to be deceptive.

10 **DEFENDANTS MISREPRESENTED THE COST OF THEIR SERVICES**

11 73. In addition to an initial consultation fee and a one-time set-up fee,
12 Defendants charged customers who enrolled in credit repair services monthly fees.

13 74. In numerous instances, Corporate Defendants failed to disclose to
14 consumers during sales calls that they would be charged a monthly fee.

15 **COUNT I**

16 **Advance Fees in Violation of the TSR**

17 **(All Defendants)**

18 75. The allegations in paragraphs 1-74 are incorporated by reference.

19 76. It is an abusive act or practice under the TSR for a seller or
20 telemarketer to request or collect fees for credit repair services until the seller has

1 provided the person with documentation in the form of a consumer report from a
2 consumer reporting agency demonstrating that the promised results have been
3 achieved, such report having been issued more than six months after the results
4 were achieved.

5 77. Because Defendants were each telemarketers, sellers, or both,
6 Defendants violated the TSR by requesting and collecting fees for credit repair
7 services before providing consumers with documentation in the form of a
8 consumer report from a consumer reporting agency demonstrating that the
9 promised results have been achieved, such report having been issued more than six
10 months after the results were achieved. 16 C.F.R. § 310.4(a)(2).

COUNT II

Misrepresentations about Material Aspects of the Efficacy of Their Services in

Violation of the TSR

(All Defendants)

15 ||| 78. The allegations in paragraphs 1-74 are incorporated by reference.

16 79. It is a deceptive act or practice under the TSR for a seller or
17 telemarketer to misrepresent any material aspect of the efficacy of their services.

¹⁸ 16 C.F.R. § 310.3(a)(2)(iii).

19 80. In numerous instances, in connection with the offering or provision of
20 credit repair services, Defendants represented, directly or indirectly, expressly or

by implication, that their actions will or likely will result in the removal of material negative entries on consumers' credit reports regardless of whether the negative entries were inaccurate or obsolete.

81. In numerous instances, in connection with the offering or provision of credit repair services, Defendants represented, directly or indirectly, expressly or by implication that their actions will or likely will result in a substantial increase to consumers' credit scores.

82. These representations have been material and likely to mislead consumers acting reasonably under the circumstances.

83. Because Defendants lacked a reasonable basis for these representations, the representations were deceptive.

84. Defendants' representations were false.

85. Because Defendants were each telemarketers, sellers, or both, Defendants' material misrepresentations about the efficacy of their services violated the TSR. 16 C.F.R. § 310.3(a)(2)(iii).

COUNT III

Failure to Disclose Limitations on Guarantee in Violation of the TSR

(All Defendants)

86. The allegations in paragraphs 1-74 are incorporated by reference.

87. It is a deceptive act or practice under the TSR for a seller or telemarketer to fail to clearly and conspicuously disclose material terms and conditions in an advertised refund policy before a consumer consents to pay. 16 C.F.R. § 310.3(a)(1)(iii).

88. Defendants represented that their services came with a money-back guarantee.

89. Defendants failed to clearly and conspicuously disclose the limitations that their contracts place on this guarantee before consumers consented to pay.

90. Defendants misrepresented, directly or indirectly, expressly or by implication, the terms of this guarantee.

91. Because Defendants were each telemarketers, sellers, or both, Defendants' failure to clearly and conspicuously disclose the material terms and conditions of their refund policy before a consumer consented to pay for goods or services violated the TSR. 16 C.F.R. § 310.3(a)(1)(iii).

COUNT IV

Misrepresentations Regarding the Cost of Services in Violation of the TSR

(All Defendants)

92. The allegations in paragraphs 1-74 are incorporated by reference.

19 93. It is a deceptive act or practice under the TSR for a seller or
20 telemarketer to misrepresent, directly or by implication, the total cost to purchase

1 the goods and services that are the subject of the sales offer. 16 C.F.R.
2 § 310.3(a)(2)(i).

3 94. Defendants have misrepresented the total cost of their credit repair
4 services.

5 95. These representations have been material and likely to mislead
6 consumers acting reasonably under the circumstances.

7 96. Because Defendants were each telemarketers, sellers, or both,
8 Defendants' misrepresentations about the total cost of the credit repair services
9 violate the TSR. 16 C.F.R. § 310.3(a)(2)(i).

10 **COUNT V**

11 **Deceptive Acts or Practices in Violation of the CFPA**

12 **(All Defendants)**

13 97. The allegations in paragraphs 1-74 are incorporated by reference.

14 98. In numerous instances, in connection with the offering or provision of
15 credit repair services, Defendants represented, directly or indirectly, expressly or
16 by implication, that their actions will or likely will result in the removal of material
17 negative entries on consumers' credit reports regardless of whether the negative
18 entries were inaccurate or obsolete.

19 99. In numerous instances, in connection with the offering or provision of
20 credit repair services, Defendants represented, directly or indirectly, expressly or

1 by implication that their actions will or likely will result in a substantial increase to
2 consumers' credit scores.

3 100. These representations have been material and likely to mislead
4 consumers acting reasonably under the circumstances.

5 101. Because Defendants lacked a reasonable basis for these
6 representations, the representations were deceptive.

7 102. Defendants' representations regarding their ability to remove negative
8 entries on consumers' credit reports and improve consumers' credit scores were
9 false.

10 103. In numerous instances, in connection with the offering or provision of
11 credit repair services, Defendants, directly or indirectly, expressly or by
12 implication, made material misrepresentations regarding the terms of their
13 guarantee.

14 104. Defendants' marketing has created the net impression that consumers
15 could obtain a full refund if they were not satisfied with Defendants' services.

16 105. However, Defendants' guarantee policy was limited to the removal of
17 one "disputed" item within 180 days, and only applied if consumers agreed to pay
18 for six months of services.

19 106. In numerous instances, in connection with the offering or provision of
20 credit repair services, Defendants, directly or indirectly, expressly or by

1 implication, made material misrepresentations regarding the costs of their credit
2 repair services.

3 107. These representations regarding the efficacy of Defendants' services,
4 the terms of their guarantee, and the cost of their services have been material and
5 likely to mislead consumers acting reasonably under the circumstances.

6 108. Therefore, Defendants' representations as described herein have
7 constituted deceptive acts or practices in violation of Sections 1031 and 1036 of
8 the CFPA, 12 U.S.C. §§ 5531, 5536.

COUNT VI

Substantial Assistance in Violation of the CFPA

(Johnson and Schlegel)

109. The allegations in paragraphs 1-74 are incorporated by reference.

13 110. CCC, IMC, and Prime are covered persons that committed deceptive
14 acts and practices in violation of the CFPA, 12 U.S.C. § 5536(a)(1).

15 111. Johnson knowingly or recklessly provided substantial assistance to
16 CCC, IMC, and Prime in their violations of the CFPA.

17 112. Therefore, Johnson provided substantial assistance to CCC, IMC, and
18 Prime, in violation of the CFPA, 12 U.S.C. § 5536(a)(3).

19 113. Schlegel knowingly or recklessly provided substantial assistance to
20 CCC, IMC, and Prime in their violations of the CFPA.

114. Therefore, Schlegel provided substantial assistance to CCC, IMC, and Prime, in violation of the CFPA, 12 U.S.C. § 5536(a)(3).

THIS COURT'S POWER TO GRANT RELIEF

115. The CFPA empowers this Court to grant any appropriate legal or equitable relief including, without limitation, a permanent or temporary injunction, rescission or reformation of contracts, the refund of monies paid, restitution, disgorgement or compensation for unjust enrichment, and monetary relief, including but not limited to civil money penalties, to prevent and remedy any violation of any provision of law enforced by the Bureau. 12 U.S.C. §§ 5538(a); 5565(a), (c).

PRAYER FOR RELIEF

The Bureau requests that the Court, as permitted by 12 U.S.C. § 5565:

a. Permanently enjoin Defendants from committing further violations of the CFPA and the TSR and other provisions of Federal consumer financial law as defined by 12 U.S.C. § 5481(14);

b. Grant additional injunctive relief as the Court may deem to be just and proper;

c. Award damages and other monetary relief against Defendants as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the CFPA and the TSR, including but not limited to rescission or

reformation of contracts, the refund of monies paid, restitution, disgorgement or compensation for unjust enrichment;

d. Award Plaintiff civil money penalties; and

e. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: June 27, 2017

Respectfully submitted,

Anthony Alexis Enforcement Director

Deborah Morris
Deputy Enforcement Director

Craig Cowie Assistant Litigation Deputy

/s/ Sarah Preis
Sarah Preis
(Email: sarah.preis@cfpb.gov)
Colin Reardon
(Email: colin.reardon@cfpb.gov)
Benjamin Clark
(Email: benjamin.clark@cfpb.gov)
1700 G Street NW
Washington, DC 20552
Phone: (202) 435-9318, -9668, -7871
Fax: (202) 435-7722

Attorneys for Plaintiff
Consumer Financial Protection
Bureau