

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

**Case No. 6:19-cv-01028-PGB-LRH**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

FIRST CHOICE HORIZON LLC, a Florida  
limited liability company,

FIRST SOUTHERN TRUST LLC, a Florida  
limited liability company,

FIRST UNITED MUTUAL LLC, a Florida  
limited liability company,

PREMIER UNION TRUST LLC, also dba  
SECOND CHOICE HORIZON, a Florida limited  
liability company,

SOUTH PREMIER TRUST LLC, a Florida  
limited liability company,

SUNCOAST MUTUAL LLC, a Florida limited  
liability company,

UNITED CHOICE PLUS LLC, a Florida limited  
liability company,

SOUTHERN CHOICE LLC, a Florida limited  
liability company,

SOUTHERN PRIDE LLC, a Florida limited  
liability company,

SUN PREMIER LLC, a Florida limited liability  
company,

**STIPULATED ORDER FOR  
PERMANENT INJUNCTION AND  
MONETARY JUDGMENT**

FINANCIAL SERVICE TRUST LLC, a Florida limited liability company,

RAYMOND GONZALEZ, individually and as a member, manager, or owner of FIRST CHOICE HORIZON LLC,

CARLOS S. GUERRERO, a/k/a Carlos Sinencio Guerrero, also dba CSG SOLUTIONS, individually, and as an officer, member, manager, or owner of FIRST CHOICE HORIZON LLC and FIRST UNITED MUTUAL LLC, and

JOSHUA HERNANDEZ, individually, and as a member, manager, or owner of SOUTH PREMIER TRUST LLC,

Defendants.

Plaintiff, the Federal Trade Commission (“FTC” or the “Commission”), filed its Complaint for Permanent Injunction and Other Equitable Relief in this matter on June 3, 2019 [Dkt. No. 1], subsequently amended as First Amended Complaint for Permanent Injunction and Other Equitable Relief on July 16, 2019 [Dkt. No. 37] (“Complaint”), pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, against Defendants First Choice Horizon LLC, First Southern Trust LLC, First United Mutual LLC, Premier Union Trust LLC, South Premier Trust LLC, Suncoast Mutual LLC, United Choice Plus LLC, Southern Choice LLC, Southern Pride LLC, Sun Premier LLC, Financial Service Trust LLC, Raymond Gonzalez, Carlos S. Guerrero, and Joshua Hernandez (collectively “Defendants”). On June 4, 2019, on motion by the FTC, the Court entered an *ex parte* temporary restraining

order (“TRO”) with asset freeze, appointment of receiver, and other equitable relief against Defendants First Choice Horizon LLC, First Southern Trust LLC, First United Mutual LLC, Premier Union Trust LLC, South Premier Trust LLC, Suncoast Mutual LLC, Raymond Gonzalez, Carlos S. Guerrero, and Joshua Hernandez [Dkt. No. 12]. On June 27, 2019, the Court entered a Stipulated Preliminary Injunction against Defendants First Choice Horizon LLC, First Southern Trust LLC, First United Mutual LLC, Premier Union Trust LLC, South Premier Trust LLC, Suncoast Mutual LLC, Raymond Gonzalez, Carlos S. Guerrero, and Joshua Hernandez [Dkt. No. 28]. On December 12, 2019, the Court entered an Amended Stipulated Preliminary Injunction against all Defendants [Dkt. No. 77].

The Commission and Defendants stipulate to the entry of this Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them.

**THEREFORE, IT IS ORDERED** as follows:

**FINDINGS**

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive and unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310. The Complaint charges that since at least May 2016, Defendants have engaged in a telemarketing scheme that defrauds financially distressed consumers by selling a bogus credit card interest rate reduction service (“Defendants’ service” or “service”). The Complaint further charges that Defendants sell their service by making deceptive guarantees that, for a fee, they will lower consumers’

credit card interest rates to zero percent for the life of their credit card debt and thereby save the consumers thousands of dollars. The Complaint also charges that Defendants apply for credit cards without consumers' knowledge, authorization, or express informed consent.

3. Defendants neither admit nor deny any of the allegations in the First Amended Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.

4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.

5. Defendants and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

#### **DEFINITIONS**

For purposes of this Order, the following definitions shall apply:

A. **“Assisting Others”** includes:

1. performing customer service functions, including receiving or responding to consumer complaints;

2. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including any telephone sales script, direct mail solicitation, or the design, text, or use of images of any Internet website, email, or other electronic communication;

3. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including web or Internet Protocol addresses or

domain name registration for any Internet websites, affiliate marketing services, or media placement services;

4. providing names of, or assisting in the generation of, potential customers; or
5. performing marketing, billing, or payment services of any kind.

B. **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
  6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
  7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.
- C. **“Credit Repair Service”** means selling, providing, or performing any service (or representing that such service can or will be sold, provided, or performed) through the use of any instrumentality of interstate commerce or the mails, in return for the payment of money or other valuable consideration, for the express or implied purpose of (1) improving any consumer’s credit record, credit history, or credit rating, (2) providing advice or assistance to any consumer with regard to any activity or service described in clause (1).
- D. **“Debt-Relief Product or Service”** means any product, service, plan, or program represented, expressly or by implication, to:
1. Renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a person and one or more creditor or debt collector,

including, but not limited to, a reduction in balance, interest rate, or fees owed by a person to any creditor or debt collector; or

2. Provide, arrange, or assist any consumer in receiving, credit cards, debit cards, or stored-value cards.

E. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

1. **“Corporate Defendants”** means First Choice Horizon LLC; First Southern Trust LLC; First United Mutual LLC; Premier Union Trust LLC, d/b/a Second Choice Horizon; South Premier Trust LLC; Suncoast Mutual LLC; United Choice Plus LLC; Southern Choice LLC; Southern Pride LLC; Sun Premier LLC; and Financial Service Trust LLC; and their successors and assigns, and any fictitious business entities or business names created or used by these entities.
2. **“Individual Defendants”** means Raymond Gonzalez; Carlos S. Guerrero a/k/a Carlos Sinencio Guerrero, also dba CSG Solutions; and Joshua Hernandez.

F. **“Financial Institution”** means any bank, savings and loan institution, credit union, or any financial depository of any kind, including any brokerage house, trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious metal dealer.

G. **“Liquidation Receiver”** shall mean Mark J. Bernet.

H. **“Person”** means any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.

I. **“Product or Service”** means any good or service, including any plan or program.

- J. **“Receiver”** means Mark J. Bernet, the Receiver appointed in the preliminary injunction entered by the Court on June 27, 2019 (“Stipulated Preliminary Injunction Order,” Dkt. No. 28) and the amended preliminary injunction entered by the Court on December 17, 2019 (“Amended Stipulated Preliminary Injunction Order,” Dkt. No. 79), and any deputy receiver that shall be named by the Receiver.
- K. **“Telemarketing”** means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.

## **ORDER**

### **I. BAN ON ANY DEBT-RELIEF PRODUCT OR SERVICE**

**IT IS ORDERED** that Defendants are permanently restrained and enjoined, whether acting directly or through an intermediary, from advertising, marketing, promoting, offering for sale, selling, or providing fulfillment of, or Assisting Others in advertising, marketing, promoting, offering for sale, selling, or providing fulfillment of, any Debt-Relief Product or Service.

### **II. BAN ON TELEMARKETING**

**IT IS FURTHER ORDERED** that Defendants are permanently restrained and enjoined from participating, consulting, brokering, planning, investing, or advising in Telemarketing, whether directly or through an intermediary.

### **III. PROHIBITED MISREPRESENTATIONS AND OMISSIONS**

**IT IS FURTHER ORDERED** that Defendants, Defendants’ officers, agents, employees, and attorneys, and all other persons in active concert or participation with them,

who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any Product or Service, are permanently restrained and enjoined from:

A. Misrepresenting, or Assisting Others in misrepresenting, expressly or by implication, any of the following:

1. The total cost to purchase, receive, or use the Product or Service;
2. That consumers have ordered Defendants' Product or Service;
3. That consumers owe money to Defendants for Defendants' Product or Service;
4. The terms or rates that are available for any loan or other extension of credit;
5. Any aspect of any Credit Repair Service, including but not limited to (a) any Person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to obtain credit; or (b) that any Person can improve any consumer's credit record, credit history, or credit rating by permanently removing negative information from the consumer's credit record, credit history, or credit rating, even where such information is accurate and not obsolete;
6. any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;

7. that any Person is affiliated with, endorsed or approved by, or otherwise connected to any other Person; government entity; public, non-profit, or other non-commercial program; or any other program;
  8. the nature, expertise, position, or job title of any Person who provides any Product or Service;
  9. the Person who will provide any Product or Service to any consumer;
  10. Any aspect of Defendants' Product or Service, including but not limited to the amount of savings a consumer will receive from purchasing, using, or enrolling in Defendants' Product or Service; or
  11. Any other fact material to consumers concerning any Product or Service, such as: the total costs; any material restrictions, limitations or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics;
- B. Advertising or Assisting Others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender; and
- C. Failing to disclose, or Assisting Others in failing to disclose, Clearly and Conspicuously:
1. The total cost to purchase, receive, or use the Product or Service;
  2. the material terms and conditions of Defendants' offer, including that Defendants' Product or Service may result in a consumer having to pay additional fees; or
  3. Any material aspect of the performance, efficacy, nature, or characteristics of the Product or Service.

**IV. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the promoting or offering for sale of any Product or Service, are permanently restrained and enjoined from making any representation or Assisting Others in making any representation, expressly or by implication, about the benefits, performance, or efficacy of any Product or Service, unless the representation is non-misleading, including that, at the time such representation is made, they possess and rely upon competent and reliable evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

**V. PROHIBITED APPLICATION PRACTICES**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any Product or Service, are permanently restrained and enjoined from:

- A. Making any application for any product or service on behalf of any consumers without the consumers' knowledge, authorization, or express informed consent; or

- B. Submitting any application for any product or service on behalf of any consumers if Defendants know or have reason to believe that any information on such application is false or misleading.

**VI. PROHIBITED PAYMENT AND BILLING PRACTICES**

**IT IS FURTHER ORDERED** that the Defendants, Defendants' agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any product or service, are permanently restrained and enjoined from:

- A. Obtaining payment by taking a cash advance against a consumer's credit card;  
and
- B. Causing billing information to be submitted for payment without first having obtained the consumer's express written consent to submit such billing information for payment.

**VII. MONETARY JUDGMENT AND PARTIAL SUSPENSION**

**IT IS FURTHER ORDERED** that:

- A. Judgment in the amount of Thirteen Million Eight Hundred Eighty-One Thousand Eight Hundred Sixty Five Dollars (\$13,881,865) is entered in favor of the Commission against Defendants, jointly and severally, as equitable monetary relief.
- B. Defendants are ordered to transfer and/or take all necessary steps to transfer all assets identified in Sections VII.C - VII.H and shall cooperate fully and take such

steps as the Commission and/or the Receiver may require, including, but not limited to, executing any documents, providing any necessary information, and paying any necessary fees or expenses to cause the transfer.

C. All Financial Institutions holding accounts in the name of, on behalf of, or for the benefit of any Corporate Defendants, or to which any Individual Defendant is a signatory or has other authority, shall, within seven (7) days from receipt of a copy of this Order, transfer to the Receiver or his designated agent, by wire transfer in accordance with instructions to be provided by the Receiver all funds, if any, in such accounts, including, but not limited to:

1. Bank of America, N.A., its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of First Choice Horizon, including but not limited to the frozen accounts ending in x9567, x9596, and x0648.
2. Fairwinds Credit Union, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of South Premier Trust, including but not limited to the frozen accounts ending in x6463, x0631, x2561, and x6471.
3. TD Bank, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held:
  - a. in the name of First Southern Trust, including but not limited to the frozen accounts ending in x6864 and x6872;
  - b. in the name of Premier Union Trust, including but not limited to the

frozen accounts ending in x5537 and x5561;

- c. in the name of Suncoast Mutual, including but not limited to the frozen accounts ending in x6053 and x2619;
- d. in the name of United Choice Plus, including but not limited to the frozen accounts ending in x2325;
- e. in the name of Southern Choice, including but not limited to the frozen accounts ending in x4493 and x4518; and
- f. in the name of Financial Service Trust, including but not limited to the frozen accounts ending in x1962 and x2184.

- 4. Branch Banking and Trust Company, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of Sun Premier, including but not limited to the frozen accounts ending in x3424 and x3432.
- 5. Regions Bank, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of Southern Pride, including but not limited to the frozen accounts ending in x6149 and x6599.

D. All Financial Institutions holding accounts in the name of, on behalf of, or for the benefit of any Individual Defendants, or to which any Individual Defendant is a signatory or has other authority, shall, within seven (7) days from receipt of a copy of this Order, transfer to the Commission or its designated agent, by wire transfer in accordance with instructions to be provided by the Commission, all funds, if any, in such accounts, including, but not limited to:

1. Branch Banking and Trust Company, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of Raymond Gonzalez, including but not limited to the frozen accounts ending in x9191 and x4161.
2. Addition Financial Credit Union, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of Joshua Hernandez, including but not limited to the frozen accounts ending in xxxx93.
3. JPMorgan Chase Bank, N.A., its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of Joshua Hernandez, including but not limited to the frozen account ending in x6351; and all funds in the name of Carlos Guerrero, including but not limited to the frozen account ending in x1058.
4. Mid Florida Credit Union, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held:
  - a. In the name of Carlos Guerrero, including but not limited to in the frozen accounts ending in x0822, x9039, and x0835;
  - b. In the name of CSG Entertainment, including but not limited to the frozen accounts ending in x4842 and x4871;
  - c. In the name of Rosie's Sport Bar & Grill, including but not limited to the frozen accounts ending in x6587 and x6590
  - d. In the name of Lake House Bar & Grill, including but not limited to the frozen accounts ending in x5474, x5487, and x5457;

- e. in the name of CSG Solutions, including but not limited to the frozen accounts ending in x1355 and x1368.
5. TD Bank, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of Raymond Gonzalez, including but not limited to the frozen accounts ending in x9131 and x5731.
  6. USAA Federal Savings Bank, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in the name of Joshua Hernandez, including but not limited to the frozen accounts ending in x7142.
  7. Citizens Bank, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held:
    - a. in the name of Carlos Guerrero, including but not limited to the frozen account ending in x8240;
    - b. in the name of CSG Entertainment, including but not limited to the frozen account ending in x3801;
    - c. in the name of El Lake House LLC, including but not limited to the frozen account ending in x4601; and
    - d. in the name of Joshua Hernandez, including but not limited to the frozen account ending in x7840.
  8. McCoy Federal Credit Union, its parent corporation, subsidiaries, principals, and agents, shall transfer all funds held in name of Joshua Hernandez, including but not limited to the frozen account ending in x0100.
- E. Defendant Raymond Gonzalez is ordered to pay the Commission Nine Thousand

Dollars (\$9,000.00), which as Defendant Gonzalez stipulates, his undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

F. Defendant Raymond Gonzalez shall deliver to the Receiver, or his designated agent, within (7) days of entry of this Order, to the extent he has not already done so, possession of the following personal property (hereinafter “Gonzalez’s Personal Property”):

1. 2004 Yamaha jet ski, with title papers, license plate, registration certificate, and proof of insurance;
2. 2005 Yamaha jet ski with title papers, license plate, registration certificate, and proof of insurance;
3. Jet ski double trailer;
4. King by Techno Grill stainless steel diamond-encrusted watch, including band, with all existing certifications/proof of purchase/registration certificate, and any box in which it was packaged when purchased;
5. Pair of square-shaped diamond earrings with all existing certifications/proof of purchase/registration certificate, and any box in which it was packaged when purchased;
6. White gold chain necklace with diamond-encrusted Jesus pendant, engraved with the word “Blessed” on the back (listed as “Jewelry Misc.” in Defendant

Gonzalez's sworn financial statement dated May 1, 2020).

The Receiver may abandon any particular item(s) of Gonzalez's Personal Property, in his discretion, if he believes such item(s) to have no legitimate economic value. Upon taking possession of Gonzalez's Personal Property, the Receiver shall market it for sale and sell it. From the proceeds of the sale, the Receiver shall pay all costs of sale customarily paid by a seller of personal property, to include all amounts owed on any liens against Gonzalez's Personal Property. All sale proceeds remaining shall be transferred to the Commission or its designated agent in accordance with the Section XI. Defendant Gonzalez and his spouse, if applicable, shall assist the Receiver with respect to marketing and selling Gonzalez's Personal Property by providing to the Receiver all pertinent information, and by executing such title papers and documents necessary to transfer title. In the event the Receiver chooses to employ an auctioneer or other professional to assist with the marketing and sale of Gonzalez's Personal Property, this order shall vest in the Receiver full authority to do so, and any auctioneer or other professional hired by the Receiver to assist with the marketing or sale of Gonzalez's Personal Property shall take direction solely from the Receiver.

- G. At the direction of the Receiver, Defendant Joshua Hernandez shall liquidate all of his stock holdings in Apple, Inc., NetFlix and Blackberry Ltd., through his existing brokerage account(s). The proceeds realized upon the sale of the stock, less customary brokerage fees, shall be paid immediately to the Commission or its designated agent in accordance with Section XI.

H. Defendant Carlos Guerrero shall transfer and assign all of his right, title, and interest in and to stock or any ownership in Bavic Realty Corporation (“Bavic”), whether real or personal, to the Receiver at his direction or to his designated agent. Defendant Guerrero shall further transfer and assign to the Receiver any and all right, title, and interest he has in the Real Property located at 9E 193 Street, Bronx, NY 10468 (“Guerrero Property”). This shall include all rights of possession, income generated from said Guerrero Property, and any proceeds generated from the sale thereof. This shall further include all rights whether held directly or indirectly. The Receiver may abandon said Guerrero Property, in his discretion, if he believes it to have no legitimate economic value. Upon taking possession of said Guerrero Property, the Receiver shall market and sell the Guerrero Property, and any transfer fees, taxes, amounts owed on a mortgage, or other payments mandated from a transferor by law shall be paid from the proceeds of the sale at the time the properties are sold. All sale proceeds remaining shall be transferred to the Receiver or his designated agent. Defendant Guerrero shall cooperate in all matters pertaining in any way to Bavic and the Guerrero Property, including but not limited to providing the Receiver with all information related to Bavic and/or the Guerrero Property requested by the Receiver, and shall assist the Receiver with liquidating Guerrero’s interest in Bavic, including assisting with respect to marketing and selling the Guerrero Property by providing to the Receiver all pertinent information, and by executing such title papers and documents necessary to transfer title. In the event the Receiver chooses to employ a real estate broker, auctioneer, or other professional to assist with the marketing and

sale of the Guerrero Property, this order shall vest in the Receiver full authority to do so, and any real estate broker, auctioneer, or other professional hired by the Receiver to assist with the marketing or sale of the Guerrero Property shall take direction solely from the Receiver.

- I. In the event that it is necessary to execute additional documents to transfer or liquidate assets of the Defendants under this Order, or to dissolve and wind down the Corporate Defendants, Defendants shall execute such documents within three (3) days of a written request from the Receiver or the Commission.
- J. Upon such payment and all other asset transfers as set forth above, the remainder of the judgment is suspended, subject to the Subsections below.
- K. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements, related documents, and testimony (collectively, "financial representations") submitted to the Commission, namely:
  1. the Financial Statement of Individual Defendant Raymond Gonzalez signed on May 22, 2020 , including the attachments, and his sworn financial testimony taken on May 22, 2020;
  2. the Financial Statement of Individual Defendant Carlos Guerrero signed on May 21, 2020, including the attachments, and his sworn financial testimony taken on May 14, 2020;
  3. the Financial Statement of Individual Defendant Joshua Hernandez signed on May 20, 2020, including the attachments;

4. the Financial Statement of Corporate Defendant First Choice Horizon LLC signed by Raymond Hernandez, Owner, on May 20, 2020, including the attachments;
5. the Financial Statement of Corporate Defendant First Southern Trust LLC signed by Xiomarie Gonzalez, Owner, on May 20, 2020, including the attachments;
6. the Financial Statement of Corporate Defendant First United Mutual LLC signed by Carlos Guerrero, Owner and President, on May 20, 2020, including the attachments;
7. the Financial Statement of Corporate Defendant Premier Union Trust LLC signed by David Maisonet, Owner, on May 20, 2020, including the attachments;
8. the Financial Statement of Corporate Defendant South Premier Trust LLC signed by Joshua Hernandez, Owner, on May 20, 2020, including the attachments;
9. the Financial Statement of Corporate Defendant Suncoast Mutual LLC signed by Jenesis Hernandez, Owner, on May 21, 2020, including the attachments;
10. the Financial Statement of Corporate Defendant United Choice Plus LLC signed by Giselle Marrero on May 22, 2020, including the attachments;
11. the Financial Statement of Corporate Defendant Southern Choice LLC signed by Joshua Escobar on May 19, 2020, including the attachments;
12. the Financial Statement of Corporate Defendant Southern Pride LLC signed

by Joann Sulzona Albert on June 5, 2020, including the attachments;

13. the Financial Statement of Corporate Defendant Sun Premier LLC signed by

Armando Moreno on May 20, 2020, including the attachments;

14. the Financial Statement of Corporate Defendant Financial Service Trust LLC

signed by Emily Lopez on May 19, 2020, including the attachments;

15. the Affidavit of Raymond Gonzalez, executed March 31, 2020.

L. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds that Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.

M. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the unjust enrichment alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

### **VIII. ADDITIONAL MONETARY PROVISIONS**

**IT IS FURTHER ORDERED** that:

A. Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

B. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a

proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

- C. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.
- D. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.
- E. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Defendants have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.
- F. The asset freeze is modified to permit the payments and transfers identified in Section

VII of this Order. Upon completion of those payments and transfers, the asset freeze as to Defendants is dissolved. A Financial Institution shall be entitled to rely upon a letter from the Commission that the freeze on Defendants' assets has been lifted.

**IX. CUSTOMER INFORMATION**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from directly or indirectly:

- A. failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. Defendants represent that they have provided this redress information to the Commission. If a representative of the Commission requests in writing any information related to redress, Defendants must provide it, in the form prescribed by the Commission, within 14 days.
- B. disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Defendant obtained prior to entry of this Order; and
- C. failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

**X. PROHIBITION AGAINST COLLECTING ON ACCOUNTS**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from attempting to collect, collecting, or assigning any right to collect payment from any consumer who purchased or agreed to purchase any Debt-Relief Product or Service from any Defendant.

**XI. RECEIVERSHIP**

**IT IS FURTHER ORDERED** that:

- A. Except as modified by this Section of the Final Order, the receivership imposed by this Court shall continue in the manner set forth in the Amended Preliminary Injunction Order entered in this matter on December 12, 2020. [Dkt. 77]. Mark Bernet shall continue his duties as the Receiver of the Receivership and shall serve as the Liquidation Receiver regarding the non-liquid assets of Individual Defendants Raymond Gonzalez, Carlos Guerrero, and Joshua Hernandez.
- B. The Receiver shall take all necessary steps to wind down the affairs of the Corporate Defendants.

- C. The Receiver shall forthwith take all steps necessary to liquidate the assets of the Corporate Defendants and those assets that are surrendered pursuant to Section VII.F – VII.H of this Order and, after such liquidation, shall promptly remit the net proceeds of any asset of Individual Defendants to the Commission as payment toward the monetary judgment entered against Defendants. The Receiver is authorized to withhold a reasonable sum, not to exceed ten (10) percent of the net proceeds of the sale of any non-liquid assets surrendered pursuant to Section VII.F – VII.H as cost, fees, and expenses.
- D. The Receiver shall continue to be entitled to compensation for the performance of his duties pursuant to this Order from assets of the Corporate Defendants, at the billing rate previously agreed to by the Receiver. Within ninety (90) days after entry of this Order, and every sixty (60) days thereafter, the Receiver shall file with the Court a report detailing the action he has taken to wind down the affairs, marshal and liquidate receivership assets and those assets that are surrendered pursuant to Section VII.H - VII.J of this Final Order, shall account for all assets marshaled, and shall submit any request for payment of reasonable compensation.
- E. The Receiver shall file his Final Report within one hundred eighty (180) days after entry of this Final Order, unless this time is extended by the Court for good cause. Any party or the Receiver may request that the Court extend the Receiver's term for good cause. Upon approval of the Receiver's final report and request for payment, the receivership shall be terminated and all funds remaining after payment of the Receiver's final approved payment shall be remitted immediately to the FTC or its

designated representative in partial satisfaction of the judgment pursuant to Section VII of this Final Order.

- F. Any and all uncollected judgments obtained for the benefit of the Defendants shall be assigned to the Commission for further collection efforts.

## **XII. ORDER ACKNOWLEDGMENTS**

IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt of this Order:

- A. Each Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 20 years after entry of this Order, each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and each Corporate Defendant, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of this Order and all agents and representatives who participate in conduct related to the subject matter of this Order; (3) all list brokers, lead generators, dialers, or dialing platforms; and (4) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities. In any other business, such as one in which the Individual Defendant

- is an employee without any ownership or control, that Individual Defendant must deliver a copy of this Order to all principals and managers of the business before participating in conduct related to the subject matter of this Order.
- C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

### **XIII. COMPLIANCE REPORTING**

IT IS FURTHER ORDERED that Defendants make timely submissions to the Commission:

- A. One year after entry of this Order, each Defendant must submit a compliance report, sworn under penalty of perjury:
1. Each Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the Products and Services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Individual Defendants must describe if they know or should know due to their own involvement); (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e)

provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, each Individual Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For 20 years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
2. Additionally, each Individual Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in

which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

- C. Each Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14 days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: \_\_\_\_\_” and supplying the date, signatory’s full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC v. First Choice Horizon LLC, et al.*, Matter Number X190029.

#### **XIV. RECORDKEEPING**

IT IS FURTHER ORDERED that Defendants must create certain records for 20 years after entry of the Order, and retain each such record for 5 years. Specifically, each Corporate Defendant and each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. accounting records showing the revenues from all Products or Services sold;
- B. personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. customer files showing the names, addresses, telephone numbers, dollar amounts paid, and the quantity and description of products or services purchased, to the extent such information is obtained in the ordinary course of business;
- E. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission ;
- F. a copy of each unique advertisement or other marketing material; and
- G. copies of contracts with, or documents relating to any sale of any product or service involving, payment processors, list brokers, lead generators, dialers, or dialing platforms.

**XV. COMPLIANCE MONITORING**

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

- A. Within 14 days of receipt of a written request from a representative of the

Commission, each Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying.

The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

- B. For matters concerning this Order, the Commission is authorized to communicate directly with each Defendant. Defendant must permit representatives of the Commission to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.
- C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.
- D. Upon written request from a representative of the Commission, any consumer reporting agency must furnish consumer reports concerning Individual Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

**XVI. RETENTION OF JURISDICTION**

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**SO ORDERED this 27th day of July, 2020.**

  
\_\_\_\_\_  
PAUL G. BYRON  
UNITED STATES DISTRICT JUDGE

**SO STIPULATED AND AGREED:**

**FOR PLAINTIFF:**

ALDEN F. ABBOTT  
General Counsel

Date: \_\_\_\_\_

\_\_\_\_\_  
**MICHAEL A. BOUTROS**  
**ROBIN L. ROCK**  
225 Peachtree Street, N.E., Suite 1500  
Atlanta, Georgia 30303  
(404) 656-1351 (Boutros office)  
(404) 656-1368 (Rock office)  
Email: [mboutros@ftc.gov](mailto:mboutros@ftc.gov)  
[rrock@ftc.gov](mailto:rrock@ftc.gov)  
(404) 656-1379 (FTC Fax)

**Attorney for Plaintiff**  
**FEDERAL TRADE COMMISSION**

**SO STIPULATED AND AGREED:**

**FOR DEFENDANTS:**

Date: \_\_\_\_\_

\_\_\_\_\_  
**FIRST CHOICE HORIZON LLC**, by  
Raymond Gonzalez, Member, Manager, and  
Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
**FIRST SOUTHERN TRUST LLC**, by  
Xiomarie Gonzalez, Sole Member and Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**FIRST UNITED MUTUAL LLC**, by  
Carlos S. Guerrero, Sole Member and Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**PREMIER UNION TRUST LLC, also dba  
SECOND CHOICE HORIZON**, by  
David Maisonet, Sole Member and Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**SOUTH PREMIER TRUST LLC**, by  
Joshua Hernandez, Sole Member and Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**SUNCOAST MUTUAL LLC**, by  
Jenesis Rodriguez Hernandez, Sole Member and  
Manager

**SO STIPULATED AND AGREED:**

**FOR DEFENDANTS:**

Date: \_\_\_\_\_

\_\_\_\_\_  
**UNITED CHOICE PLUS LLC**, by  
Giselle Marrero, Sole Member and Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**SOUTHERN CHOICE LLC**, by  
Joshua Escobar, Sole Member and Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**SOUTHERN PRIDE LLC**, by  
Joann Sulzona Albert, Sole Member and  
Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**SUN PREMIER LLC**, by Armando Moreno,  
Sole Member and Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
**FINANCIAL SERVICE TRUST LLC**, by  
Emily Lopez, Sole Member and Manager

**SO STIPULATED AND AGREED:**

**FOR DEFENDANTS:**

Date: \_\_\_\_\_

\_\_\_\_\_  
**RAYMOND GONZALEZ**, individually and as  
a member, manager, and owner of FIRST  
CHOICE HORIZON LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
**CARLOS S. GUERRERO**, also dba CSG  
SOLUTIONS, individually, and as an officer,  
member, manager, and owner of FIRST  
CHOICE HORIZON LLC and FIRST UNITED  
MUTUAL LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
**JOSHUA HERNANDEZ**, Individually, and  
as a member, manager, and owner of SOUTH  
PREMIER TRUST LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
**ROBERT D. ECKARD**, Attorney for  
Defendants  
ROBERT ECKARD & ASSOCIATES, P.A.  
3110 U.S. 19 Alternate  
Palm Harbor, FL 34683  
Tel: (727) 772-1941  
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