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ELECTRONIC
OCT 21, 2008
STEVEN M. LARIMORE
CLERK U.S. DIST. CT.
S. D. OF FLA. - MIAMI

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

CLEAN CREDIT REPORT SERVICES, INC,

RICARDO A. MIRANDA,
DANIEL R. MIRANDA, AND
RUTHY VILLABONA

Defendants.

Case No.

08-22922-CIV-JORDAN/MCALILEY

COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF

Plaintiff, the Federal Trade Commission ("FTC"), for its Complaint alleges:

1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b), to obtain temporary, preliminary, and permanent injunctive relief, rescission of contracts and restitution, disgorgement of ill-gotten gains, and other equitable relief against Defendants Clean Credit Report, Services, Inc., Ricardo A. Miranda, Daniel R. Miranda, and Ruthy Villabona for engaging in deceptive acts or practices in connection with the advertising, marketing, promotion, offering for sale, or sale of credit repair services in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 15 U.S.C. §§ 45(a) and

53(b), and 28 U.S.C. §§ 1331, 1337(a), and 1345. Venue in the United States District Court for the Southern District of Florida is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b).

PLAINTIFF

3. Plaintiff FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC is charged, *inter alia*, with enforcing Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also is charged with enforcing the Credit Repair Organizations Act. 15 U.S.C. § 1679h(a).

4. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the Credit Repair Organizations Act in order to secure such equitable relief as is appropriate in each case, including restitution for injured consumers. 15 U.S.C. §§ 53(b), 57b, and 1679h(b).

DEFENDANTS

5. Defendant Clean Credit Report Services, Inc. ("CCRS"), is a Florida for profit corporation operating from the addresses of 1001 NE 125th St., Suite #101, North Miami, Florida 33161 and 1005 NE 125th St., #1001, North Miami, Florida 33161. Defendant CCRS transacts or has transacted business in this district and throughout the United States.

6. Defendant Ricardo A. Miranda ("R. Miranda") is president of Defendant CCRS. At all times material to this Complaint, acting alone or in concert with others, Defendant R. Miranda has formulated, directed, controlled, or participated in the acts or practices of CCRS, including the acts and practices set forth in this Complaint. Defendant R. Miranda resides in

Davie, Florida, and transacts or has transacted business in this district and throughout the United States.

7. Defendant Daniel R. Miranda ("D. Miranda") is the vice president of Defendant CCRS. At all times material to this Complaint, acting alone or in concert with others, Defendant D. Miranda has formulated, directed, controlled, or participated in the acts or practices of CCRS, including the acts and practices set forth in this Complaint. Defendant D. Miranda resides in Davie, Florida, and transacts or has transacted business in this district and throughout the United States.

8. Defendant Ruthy Villabona ("Villabona") is also president of Defendant CCRS. At all times material to this Complaint, acting alone or in concert with others, Defendant Villabona has formulated, directed, controlled, or participated in the acts or practices of CCRS, including the acts and practices set forth in this Complaint. Villabona resides in Davie, Florida, and transacts or has transacted business in this district and throughout the United States.

COMMERCE

9. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS ACTIVITIES

10. Since at least 2005, and continuing thereafter, Defendants have advertised, marketed, promoted, offered for sale, and sold credit repair services to consumers in Florida and throughout the United States. Defendants have advertised and continue to advertise their services through an Internet Web site located at www.ccrstoday.com, radio ads broadcast

throughout the United States, and local television ads.

11. Through oral representations made by Defendant CCRS and written statements on Defendants' Web site and in their promotional materials, Defendants have offered and continue to offer credit repair services purporting to remove derogatory information from and to improve consumers' credit records, credit histories, and credit ratings. Defendants claim they can remove negative information from consumers' credit reports, including late payments, collection accounts, charge-offs, repossessions, and bankruptcies, even where such information is accurate and not obsolete.

12. To attract consumers and induce them to purchase Defendants' credit repair services, Defendants regularly place radio advertisements that contain statements such as the following:

The negative remarks that appear on your credit report can be removed . . . legally! Things like late payments, collection accounts, charge-offs, repossessions, bankruptcy and identity theft.

Clean Credit Report Services will help remove all the negative remarks that appear on your credit in as little as 3 months.

13. To attract consumers and induce them to purchase Defendants' credit repair services, Defendants' Internet website at www.ccrstoday.com contains the following statements:

DEROGATORY ACCOUNTS ARE DISPUTED
CCRS will help you to legally dispute all your negative remarks directly with the 3 credit reporting agencies.

Get ready to see **DELETED, DELETED, DELETED, DELETED, DELETED**, on the responses from the credit reporting agencies.

Here are some of our testimonials.

"When I turned 18 I got a lot credit card offers

in the mail. I got a lot of them and got in over my head. When I lost my job and simply didn't pay my credit cards and when I needed to get my car loan they said I needed at least a 600 credit score but I had a 480. I got into the CCRS club and did what they told me to do. Two months later I got responses from Equifax that said a bunch of stuff was deleted. When I pulled my report online I realized that I had a 621. I couldn't believe this really works."

**Wanda Howard
Atlanta, GA**

14. Consumers who hear Defendants' radio ads or see Defendants' Internet Web site, or TV ads, are encouraged to contact CCRS via telephone for further information.

15. Consumers interested in finding out more about Defendants' credit repair services typically speak with a sales representative when they call CCRS's phone number.

16. In discussions with consumers, Defendants promise credit repair results that far exceed the claims Defendants made on their Web site or in their other written materials.

Defendants typically represent that Defendants can permanently and legally remove all negative items contained on consumers' credit reports, even where the items are accurate and recent.

Examples of oral representations made by Defendant CCRS to induce consumers to purchase Defendants' services, include the following:

Well, the program that we offer takes between 45 days to 4 months. And what we do is dispute all the negative information that's in the credit history to find the best solution to get those things deleted for you so that your credit score can increase.

We want to get your scores at least between the 650 to the 700 credit score mark, but we have had clients that was [sic] even higher than that.

17. Consumers who use Defendants' services usually are asked to sign a contract and

pay an advance fee of approximately \$400. This is required to be paid in full in advance of Defendants providing the promised credit repair services.

18. Defendants often withdraw the money from the consumers' accounts prior to the consumers signing and returning Defendants' written contract for credit repair services.

19. Following execution of the contracts and payment of the advance fees, Defendants do little, if anything, to fulfill the promises made to consumers.

20. When consumers who complain are successful in reaching Defendants, they are given a variety of excuses as to why the promised results have not been achieved. Consumers who persist in contacting Defendants are sometimes hung up on, put on hold, or ignored.

THE CREDIT REPAIR ORGANIZATIONS ACT

21. The Credit Repair Organizations Act took effect on April 1, 1997, and has since that date remained in full force and effect.

22. The Credit Repair Organizations Act defines a "credit repair organization" as:

[A]ny person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform (or represent that such person can or will sell, provide, or perform) any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of . . . improving any consumer's credit record, credit history, or credit rating[.]

15 U.S.C. § 1679a(3).

23. The purposes of the Credit Repair Organizations Act, according to Congress, are:

(1) to ensure that prospective buyers of the services of credit repair organizations are provided with the information necessary to make an informed decision regarding the purchase of such services; and
(2) to protect the public from unfair or deceptive advertising and business practices by credit repair organizations.

15 U.S.C. § 1679(b).

24. The Credit Repair Organizations Act prohibits all persons from making or using any untrue or misleading representation of the services of the credit repair organization.

15 U.S.C. § 1679b(a)(3).

25. The Credit Repair Organizations Act prohibits credit repair organizations from charging or receiving any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform before such service is fully performed. 15 U.S.C. § 1679b(b).

26. Pursuant to Section 410(b)(1) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b)(1), any violation of any requirement or prohibition of the Credit Repair Organizations Act constitutes an unfair or deceptive act or practice in commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT

COUNT ONE

27. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of services to consumers by a credit repair organization, as that term is defined in Section 403(3) of the Credit Repair Organizations Act, 15 U.S.C. § 1679a(3), Defendants have made untrue or misleading representations to induce consumers to purchase their credit repair services, including, but not limited to, the representation that Defendants can improve substantially consumers' credit reports or profiles by permanently removing negative information from consumers' credit reports, even where such information is accurate and not obsolete.

28. Defendants have thereby violated Section 404(a)(3) of the Credit Repair

Organizations Act. 15 U.S.C. § 1679b(a)(3).

COUNT TWO

29. In numerous instances, in connection with their operation as a credit repair organization, as that term is defined in Section 403(3) of the Credit Repair Organizations Act, 15 U.S.C. § 1679a(3), Defendants have charged or received money or other valuable consideration for the performance of credit repair services that Defendants have agreed to perform before such services were fully performed.

30. Defendants have thereby violated Section 404(b) of the Credit Repair Organizations Act. 15 U.S.C. § 1679b(b).

VIOLATIONS OF SECTION 5 OF THE FTC ACT

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

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

COUNT THREE

33. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of credit repair services, Defendants have represented, expressly or by implication, that they can improve substantially consumers' credit reports or profiles by permanently removing negative information from consumers' credit reports, even where such information is accurate and not obsolete.

34. In truth and in fact, in numerous of these instances, Defendants cannot improve substantially consumers' credit reports or profiles by permanently removing negative

information from consumers' credit reports where such information is accurate and not obsolete.

35. Therefore, Defendants' representations set forth in Paragraph 33 are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

36. Consumers have suffered, and continue to suffer, substantial monetary loss as a result of Defendants' violations of the FTC Act and the Credit Repair Organizations Act. In addition, Defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public.

THIS COURT'S POWER TO GRANT RELIEF

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b), and the Court's own equitable powers, requests that this Court:

1. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including, but not limited to, temporary and preliminary injunctions and an order freezing assets;

2. Enter a permanent injunction to prevent future violations of the FTC Act and the Credit Repair Organizations Act by Defendants;

3. Award such equitable relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the Credit Repair Organizations Act, including, but not limited to, rescission of contracts and restitution, and the disgorgement of ill-gotten gains by Defendants; and

4. 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: October 21, 2008

Respectfully submitted,

WILLIAM BLUMENTHAL
General Counsel

BRADLEY ELBEIN
Regional Director



ROBIN L. ROCK
Special Florida Bar No. A5500620
FEDERAL TRADE COMMISSION
Southeast Regional Office
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Atlanta, GA 30303
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Email: rrock@ftc.gov
ATTORNEYS FOR PLAINTIFF

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

FEDERAL TRADE COMMISSION,)	
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Plaintiff,)	Case No.
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v.)	
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CLEAN CREDIT REPORT SERVICES, INC,)	
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RICARDO A. MIRANDA,)	
DANIEL R. MIRANDA, AND)	
RUTHY VILLABONA)	
Defendants.)	

COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF

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

1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b), to obtain temporary, preliminary, and permanent injunctive relief, rescission of contracts and restitution, disgorgement of ill-gotten gains, and other equitable relief against Defendants Clean Credit Report, Services, Inc., Ricardo A. Miranda, Daniel R. Miranda, and Ruthy Villabona for engaging in deceptive acts or practices in connection with the advertising, marketing, promotion, offering for sale, or sale of credit repair services in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Credit Repair Organizations Act, 15 U.S.C. §§ 1679-1679j.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 15 U.S.C. §§ 45(a) and

53(b), and 28 U.S.C. §§ 1331, 1337(a), and 1345. Venue in the United States District Court for the Southern District of Florida is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b).

PLAINTIFF

3. Plaintiff FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC is charged, *inter alia*, with enforcing Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also is charged with enforcing the Credit Repair Organizations Act. 15 U.S.C. § 1679h(a).

4. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the Credit Repair Organizations Act in order to secure such equitable relief as is appropriate in each case, including restitution for injured consumers. 15 U.S.C. §§ 53(b), 57b, and 1679h(b).

DEFENDANTS

5. Defendant Clean Credit Report Services, Inc. ("CCRS"), is a Florida for profit corporation operating from the addresses of 1001 NE 125th St., Suite #101, North Miami, Florida 33161 and 1005 NE 125th St., #1001, North Miami, Florida 33161. Defendant CCRS transacts or has transacted business in this district and throughout the United States.

6. Defendant Ricardo A. Miranda ("R. Miranda") is president of Defendant CCRS. At all times material to this Complaint, acting alone or in concert with others, Defendant R. Miranda has formulated, directed, controlled, or participated in the acts or practices of CCRS, including the acts and practices set forth in this Complaint. Defendant R. Miranda resides in

Davie, Florida, and transacts or has transacted business in this district and throughout the United States.

7. Defendant Daniel R. Miranda (“D. Miranda”) is the vice president of Defendant CCRS. At all times material to this Complaint, acting alone or in concert with others, Defendant D. Miranda has formulated, directed, controlled, or participated in the acts or practices of CCRS, including the acts and practices set forth in this Complaint. Defendant D. Miranda resides in Davie, Florida, and transacts or has transacted business in this district and throughout the United States.

8. Defendant Ruthy Villabona (“Villabona”) is also president of Defendant CCRS. At all times material to this Complaint, acting alone or in concert with others, Defendant Villabona has formulated, directed, controlled, or participated in the acts or practices of CCRS, including the acts and practices set forth in this Complaint. Villabona resides in Davie, Florida, and transacts or has transacted business in this district and throughout the United States.

COMMERCE

9. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS’ BUSINESS ACTIVITIES

10. Since at least 2005, and continuing thereafter, Defendants have advertised, marketed, promoted, offered for sale, and sold credit repair services to consumers in Florida and throughout the United States. Defendants have advertised and continue to advertise their services through an Internet Web site located at www.ccrstoday.com, radio ads broadcast

throughout the United States, and local television ads.

11. Through oral representations made by Defendant CCRS and written statements on Defendants' Web site and in their promotional materials, Defendants have offered and continue to offer credit repair services purporting to remove derogatory information from and to improve consumers' credit records, credit histories, and credit ratings. Defendants claim they can remove negative information from consumers' credit reports, including late payments, collection accounts, charge-offs, repossessions, and bankruptcies, even where such information is accurate and not obsolete.

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Get ready to see **DELETED, DELETED, DELETED, DELETED, DELETED**, on the responses from the credit reporting agencies.

Here are some of our testimonials.

"When I turned 18 I got a lot credit card offers

in the mail. I got a lot of them and got in over my head. When I lost my job and simply didn't pay my credit cards and when I needed to get my car loan they said I needed at least a 600 credit score but I had a 480. I got into the CCRS club and did what they told me to do. Two months later I got responses from Equifax that said a bunch of stuff was deleted. When I pulled my report online I realized that I had a 621. I couldn't believe this really works."
Wanda Howard
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15. Consumers interested in finding out more about Defendants' credit repair services typically speak with a sales representative when they call CCRS's phone number.

16. In discussions with consumers, Defendants promise credit repair results that far exceed the claims Defendants made on their Web site or in their other written materials. Defendants typically represent that Defendants can permanently and legally remove all negative items contained on consumers' credit reports, even where the items are accurate and recent. Examples of oral representations made by Defendant CCRS to induce consumers to purchase Defendants' services, include the following:

Well, the program that we offer takes between 45 days to 4 months. And what we do is dispute all the negative information that's in the credit history to find the best solution to get those things deleted for you so that your credit score can increase.

We want to get your scores at least between the 650 to the 700 credit score mark, but we have had clients that was [sic] even higher than that.

17. Consumers who use Defendants' services usually are asked to sign a contract and

pay an advance fee of approximately \$400. This is required to be paid in full in advance of Defendants providing the promised credit repair services.

18. Defendants often withdraw the money from the consumers' accounts prior to the consumers signing and returning Defendants' written contract for credit repair services.

19. Following execution of the contracts and payment of the advance fees, Defendants do little, if anything, to fulfill the promises made to consumers.

20. When consumers who complain are successful in reaching Defendants, they are given a variety of excuses as to why the promised results have not been achieved. Consumers who persist in contacting Defendants are sometimes hung up on, put on hold, or ignored.

THE CREDIT REPAIR ORGANIZATIONS ACT

21. The Credit Repair Organizations Act took effect on April 1, 1997, and has since that date remained in full force and effect.

22. The Credit Repair Organizations Act defines a "credit repair organization" as:

[A]ny person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform (or represent that such person can or will sell, provide, or perform) any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of . . . improving any consumer's credit record, credit history, or credit rating[.]

15 U.S.C. § 1679a(3).

23. The purposes of the Credit Repair Organizations Act, according to Congress, are:

(1) to ensure that prospective buyers of the services of credit repair organizations are provided with the information necessary to make an informed decision regarding the purchase of such services; and
(2) to protect the public from unfair or deceptive advertising and business practices by credit repair organizations.

15 U.S.C. § 1679(b).

24. The Credit Repair Organizations Act prohibits all persons from making or using any untrue or misleading representation of the services of the credit repair organization.

15 U.S.C. § 1679b(a)(3).

25. The Credit Repair Organizations Act prohibits credit repair organizations from charging or receiving any money or other valuable consideration for the performance of any service which the credit repair organization has agreed to perform before such service is fully performed. 15 U.S.C. § 1679b(b).

26. Pursuant to Section 410(b)(1) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b)(1), any violation of any requirement or prohibition of the Credit Repair Organizations Act constitutes an unfair or deceptive act or practice in commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT

COUNT ONE

27. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of services to consumers by a credit repair organization, as that term is defined in Section 403(3) of the Credit Repair Organizations Act, 15 U.S.C. § 1679a(3), Defendants have made untrue or misleading representations to induce consumers to purchase their credit repair services, including, but not limited to, the representation that Defendants can improve substantially consumers' credit reports or profiles by permanently removing negative information from consumers' credit reports, even where such information is accurate and not obsolete.

28. Defendants have thereby violated Section 404(a)(3) of the Credit Repair

Organizations Act. 15 U.S.C. § 1679b(a)(3).

COUNT TWO

29. In numerous instances, in connection with their operation as a credit repair organization, as that term is defined in Section 403(3) of the Credit Repair Organizations Act, 15 U.S.C. § 1679a(3), Defendants have charged or received money or other valuable consideration for the performance of credit repair services that Defendants have agreed to perform before such services were fully performed.

30. Defendants have thereby violated Section 404(b) of the Credit Repair Organizations Act. 15 U.S.C. § 1679b(b).

VIOLATIONS OF SECTION 5 OF THE FTC ACT

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

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

COUNT THREE

33. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of credit repair services, Defendants have represented, expressly or by implication, that they can improve substantially consumers' credit reports or profiles by permanently removing negative information from consumers' credit reports, even where such information is accurate and not obsolete.

34. In truth and in fact, in numerous of these instances, Defendants cannot improve substantially consumers' credit reports or profiles by permanently removing negative

information from consumers' credit reports where such information is accurate and not obsolete.

35. Therefore, Defendants' representations set forth in Paragraph 33 are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

36. Consumers have suffered, and continue to suffer, substantial monetary loss as a result of Defendants' violations of the FTC Act and the Credit Repair Organizations Act. In addition, Defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public.

THIS COURT'S POWER TO GRANT RELIEF

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 410(b) of the Credit Repair Organizations Act, 15 U.S.C. § 1679h(b), and the Court's own equitable powers, requests that this Court:

1. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including, but not limited to, temporary and preliminary injunctions and an order freezing assets;
2. Enter a permanent injunction to prevent future violations of the FTC Act and the Credit Repair Organizations Act by Defendants;
3. Award such equitable relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the Credit Repair Organizations Act, including, but not limited to, rescission of contracts and restitution, and the disgorgement of ill-gotten gains by Defendants; and
4. 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: October 21, 2008

Respectfully submitted,

WILLIAM BLUMENTHAL
General Counsel

BRADLEY ELBEIN
Regional Director



ROBIN L. ROCK
Special Florida Bar No. A5500620
FEDERAL TRADE COMMISSION
Southeast Regional Office
225 Peachtree St., NE, Suite 1500
Atlanta, GA 30303
Tel: 404-656-1368
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ATTORNEYS FOR PLAINTIFF

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS
 Federal Trade Commission

(b) County of Residence of First Listed Plaintiff Fulton
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
 Federal Trade Commission
 225 Peachtree St., NE, Suite 1500
 Atlanta, GA 30303 Tel: 404-656-1368

DEFENDANTS
 Clean Credit Report Services, Inc., Ricardo A. Miranda, Daniel R. Miranda and Ruthy Villabona

County of Residence of First Listed Defendant Miami-Dade
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

FILED by IG D.C. ELECTRONIC
 OCT 21, 2008

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff
 2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTY (For Diversity Cases Only)

Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4

Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5

Citizen of Subject Foreign Country 6 6 Foreign Nation 6 6

Date 08cv22922-Jordan/Mcaliley

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Re-filed (see VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):

a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. §§ 53(b), 57(b) and 1679h(b): Engaging in deceptive acts or practices in connection with the advertising, marketing, promotion, offering for sale or sale of credit repair services.

LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD: s/Robin L. Rock, Esq. Robin L. Rock DATE: October 21, 2008