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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16  
17 FEDERAL TRADE COMMISSION,

Case No. CV-13-8843 JFW (PLAx)

18 Plaintiff,

**FIRST AMENDED COMPLAINT  
FOR PERMANENT INJUNCTION  
AND OTHER EQUITABLE RELIEF**

19 v.  
20

21 CREAM GROUP, INC., also d/b/a  
Terra Nova, TNT, Inc., and CRM, Inc.,  
22 a California Corporation;

23 SAMI CHARCHIAN, also d/b/a Oro  
Marketing, Inc., Modo, Modo Industry,  
24 Oro Max, Casa de Oro, Casa de Moda,  
Oro Mundo, and Nation/Modo,  
25 individually and as an owner or director  
of Cream Group, Inc.;

26 JOHN CHARCHIAN, a/k/a Djahangir  
27 Charchian and Jahangir John Charchian.

1 also d/b/a Oro Marketing, Inc., Modo,  
2 Modo Industry, Oro Max, Casa de Oro,  
3 Casa de Moda, Oro Mundo, and  
4 Nation/Modo, individually and as an  
5 owner or director of Cream Group, Inc.;

6 and  
7 NORMA RAE RAMOS, individually  
8 and as officer and director of Cream  
9 Group, Inc.;

10 Defendants, and

11 SPRING ACRES, LLC, a California  
12 limited liability company; and

13 BAHAREH RAMIN, individually and  
14 as manager and sole member of Spring  
15 Acres, LLC.

16 Relief Defendants.

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

19 1. The FTC brings this action under Sections 13(b) and 19 of the  
20 Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the  
21 Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing  
22 Act”), 15 U.S.C. §§ 6101-6108, to obtain temporary, preliminary, and permanent  
23 injunctive relief, rescission or reformation of contracts, restitution, the refund of  
24 monies paid, disgorgement of ill-gotten monies, and other equitable relief for  
25 Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15  
26 U.S.C. § 45(a), and in violation of the FTC’s Telemarketing Sales Rule (“TSR”),  
27 16 C.F.R. Part 310.

1 **JURISDICTION AND VENUE**

2 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
3 §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, 6102(c), and  
4 6105(b).

5 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1)-(3),  
6 (c)(1)-(3), and (d), and 15 U.S.C. § 53(b).

7 **PLAINTIFF**

8 4. The FTC is an independent agency of the United States Government  
9 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the  
10 FTC Act, 15 U.S.C. § 45(a), which prohibits unfair and deceptive acts or practices  
11 in or affecting commerce. The FTC also enforces the Telemarketing Act, 15  
12 U.S.C. §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated  
13 and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive  
14 telemarketing acts or practices.

15 5. The FTC is authorized to initiate federal district court proceedings,  
16 by its own attorneys, to enjoin violations of the FTC Act and the TSR, and to  
17 secure such equitable relief as may be appropriate in each case, including  
18 rescission or reformation of contracts, restitution, the refund of monies paid, and  
19 the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A)-(B), 57b,  
20 6102(c), and 6105(b).

21 **DEFENDANTS**

22 6. Defendant CREAM GROUP, INC. (“Cream Group”), also doing  
23 business as Terra Nova, TNT, Inc., and CRM, Inc., is a California corporation  
24 with its office and principal place of business at 14037 Vanowen St., Van Nuys,  
25 California 91405. Cream Group transacts or has transacted business in this  
26 district and throughout the United States.

1           7. Defendant SAMI CHARCHIAN, also doing business as Oro  
2 Marketing, Inc., Modo, Oro Max, Casa de Oro, Casa de Moda, Oro Mundo, and  
3 Nation/Modo, owns, directs, or otherwise controls Cream Group. Defendant  
4 Sami Charchian is the son of Defendant John Charchian and the husband of Relief  
5 Defendant Bahareh Ramin. At all times material to this Complaint, acting alone  
6 or in concert with others, Defendant Sami Charchian has formulated, directed,  
7 controlled, had the authority to control, or participated in the acts and practices set  
8 forth in this Complaint, including the acts and practices of Cream Group.  
9 Defendant Sami Charchian is or has been a signatory on bank accounts in the  
10 names of Cream Group and Oro Marketing, Inc., into which consumer funds have  
11 been deposited, and has initiated or authorized payments or transfers from these  
12 accounts to persons or entities in apparent furtherance of the acts or practices set  
13 forth in this Complaint. He has also arranged for the telephone and courier  
14 services used in connection with Defendants' business in apparent furtherance of  
15 the acts or practices set forth in this Complaint. Defendant Sami Charchian  
16 resides or has resided in this district and, in connection with the matters alleged  
17 herein, transacts or has transacted business in this district and throughout the  
18 United States.

19           8. Defendant JOHN CHARCHIAN, a/k/a Djahangir Charchian and  
20 Jahangir John Charchian, also doing business as Oro Marketing, Inc., Modo, Oro  
21 Max, Casa de Oro, Casa de Moda, Oro Mundo, and Nation/Modo, owns, directs,  
22 or otherwise controls Cream Group. Defendant John Charchian is the father of  
23 Defendant Sami Charchian and the father-in-law of Relief Defendant Bahareh  
24 Ramin. At all times material to this Complaint, acting alone or in concert with  
25 others, Defendant John Charchian has formulated, directed, controlled, had the  
26 authority to control, or participated in the acts and practices set forth in this  
27 Complaint, including the acts and practices of Cream Group. He has initiated or  
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1 authorized payments or transfers from bank accounts in the name of Cream Group  
2 and Oro Marketing, Inc., into which consumer funds have been deposited, to  
3 persons or entities in apparent furtherance of the acts or practices set forth in this  
4 Complaint. He is one of the owners of Defendants' business premises at 14037  
5 Vanowen St., Van Nuys, California 91405. Defendant John Charchian resides or  
6 has resided in this district and, in connection with the matters alleged herein,  
7 transacts or has transacted business in this district and throughout the United  
8 States.

9 9. Defendant NORMA RAE RAMOS is the president, chief executive  
10 officer, secretary, chief financial officer, director, and registered agent for Cream  
11 Group. At all times material to this Complaint, acting alone or in concert with  
12 others, Defendant Norma Rae Ramos has formulated, directed, controlled, had the  
13 authority to control, or participated in the acts and practices of Cream Group,  
14 including the acts and practices set forth in this Complaint. Defendant Norma  
15 Rae Ramos is or has been a signatory on bank accounts in the name of Cream  
16 Group into which consumer funds have been deposited and from which payments  
17 have been initiated or authorized to persons or entities in apparent furtherance of  
18 the acts or practices set forth in this Complaint. Defendant Norma Rae Ramos  
19 resides or has resided in the state of California and, in connection with the matters  
20 alleged herein, transacts or has transacted business in this district and throughout  
21 the United States.

22 10. Relief Defendant SPRING ACRES, LLC, is a California limited  
23 liability company with its office and principal place of business at 14037  
24 Vanowen St., Van Nuys, California 91405. Relief Defendant Spring Acres, LLC,  
25 has received funds or assets that can be traced to Defendants' unlawful acts or  
26 practices alleged in this First Amended Complaint, and it has no legitimate claim  
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1 to those funds or assets. Relief Defendant Spring Acres, LLC transacts or has  
2 transacted business in this district.

3 11. Relief Defendant BAHAREH RAMIN is the sole member and  
4 manager of Relief Defendant Spring Acres, LLC. She is the wife of Defendant  
5 Sami Charchian and the daughter-in-law of Defendant John Charchian. Relief  
6 Defendant Bahareh Ramin has received funds or assets that can be traced to  
7 Defendants' unlawful acts or practices alleged in this First Amended Complaint,  
8 and she has no legitimate claim to those funds or assets. Relief Defendant  
9 Bahareh Ramin resides or has resided in this district.

10 **COMMERCE**

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

14 **DEFENDANTS' BUSINESS PRACTICES**

15 13. Defendants Cream Group, Sami Charchian, John Charchian, and  
16 Norma Rae Ramos ("Defendants") telemarket the opportunity to buy what they  
17 claim is popular brand-name merchandise at wholesale prices. Defendants  
18 primarily target Hispanic women across the United States for their unsolicited  
19 telemarketing sales calls and employ telemarketers who conduct the calls in  
20 Spanish. Promising brand-name merchandise that consumers can resell for a  
21 profit in their communities and to friends and family, Defendants' telemarketers  
22 convince consumers to pay between \$400 and \$490 for a cash-on-delivery  
23 ("COD") shipment. Instead of the promised goods, Defendants send cheap, poor-  
24 quality merchandise. If consumers call to complain, Defendants' representatives  
25 tell them that the company made a mistake and will send another shipment  
26 containing the promised brand-name merchandise, along with a refund check for  
27 the first shipment, if the consumer pays between \$400 and \$490 for the next COD  
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1 shipment. Consumers who pay for additional COD shipments receive only more  
2 shoddy merchandise and no refunds. Defendants’ representatives often threaten  
3 consumers who refuse to accept and pay for additional shipments with phony  
4 lawsuits, fines, garnishment, and damage to their credit history. In some  
5 instances, Defendants’ representatives also threaten consumers with arrest or  
6 referral to immigration authorities.

7 14. Since 2009, Defendants Sami Charchian and John Charchian have  
8 used various d/b/as, including Oro Marketing, Inc., Modo, Oro Max, Casa de Oro,  
9 Casa de Moda, Oro Mundo, and Nation/Modo, to deceptively market and sell  
10 their merchandise to consumers. After Defendant Cream Group was incorporated  
11 in 2011, Defendants began using different d/b/as, including Terra Nova, TNT,  
12 Inc., and CRM, Inc., to deceptively market and sell their merchandise to  
13 consumers.

14 15. Defendants’ telemarketers typically first contact consumers by cold  
15 calling them at home and offering them the chance to purchase a variety of  
16 merchandise—often clothing, lingerie, purses, and perfumes—at deeply discounted  
17 prices. Defendants’ telemarketers tell consumers that the merchandise is from  
18 popular and well-known brands, including Abercrombie & Fitch, Aeropostale,  
19 American Eagle, Armani, Banana Republic, Bebe, Bulgari, Carolina Herrera,  
20 Chanel, Coach, Diesel, Dolce & Gabbana, GAP, Gucci, Guess, Hollister, Hugo  
21 Boss, Lacoste, Levi Strauss, Luis Vuitton, Obsession, Prada, Ralph Lauren,  
22 Tommy Hilfiger, Victoria’s Secret, and YSL. Defendants’ telemarketers claim  
23 that consumers can purchase a shipment of such merchandise at a reduced  
24 “wholesale” or discount price, and typically quote a price between \$400 and  
25 \$490. Defendants’ telemarketers claim that consumers can use the merchandise  
26 themselves or resell it for a profit in their communities and to their friends and  
27 family.

1           16.   Once consumers agree to order a shipment of merchandise,  
2 Defendants’ telemarketers tell them that the merchandise will be shipped, COD,  
3 by United Parcel Service (“UPS”) or Federal Express (“FedEx”). Defendants’  
4 telemarketers instruct consumers to give the delivery driver a money order as  
5 payment when the shipment is delivered. Defendants place labels on each  
6 package that instruct the delivery driver not to allow the consumer to open the  
7 package until after she has paid the driver with her money order. For example,  
8 Defendants’ labels often state “ATTENTION: UPS DRIVER...PLEASE DO  
9 NOT LET RECIPIENT OPEN BOX WITHOUT GETTING MONEY ORDER  
10 FIRST.”

11           17.   After consumers pay the delivery drivers with their money orders  
12 and open Defendants’ packages, they discover that Defendants have not sent the  
13 promised, brand-name merchandise, but generic-brand or unlabeled products of  
14 poor quality. In many cases, the merchandise consumers receive is of an entirely  
15 different type than the merchandise the consumer ordered. Some consumers have  
16 described the merchandise they receive as “junk.”

17           18.   When consumers call the company to report that they have not  
18 received the promised merchandise, Defendants’ representatives typically say that  
19 the wrong merchandise was sent by mistake. Defendants’ representatives claim  
20 that the company will send another COD package containing the correct  
21 merchandise along with a check refunding the entire cost of the first shipment.  
22 Defendants’ representatives tell consumers to give a second money order,  
23 typically for between \$400 and \$490, to the delivery driver when the second  
24 shipment arrives.

25           19.   Relying on Defendants’ promises, some consumers agree and pay for  
26 another COD shipment. Upon paying for and receiving the second shipment,  
27 however, consumers discover that, once again, Defendants have sent only poor-



1 quality and generic-brand or unlabeled merchandise and have failed to include a  
2 refund check as promised. Defendants deceive some consumers into paying even  
3 more money by continuing to make refund promises and instructing consumers to  
4 make additional payments, typically for between \$400 and \$490. As before,  
5 Defendants' subsequent shipments to these consumers contain only more poor-  
6 quality and generic-brand or unlabeled merchandise and do not contain refund  
7 checks.

8 20. In many instances, Defendants' representatives threaten or intimidate  
9 consumers who refuse to accept and pay for additional shipments. Defendants'  
10 representatives often tell these consumers that the company has filed or will file  
11 lawsuits against them and provide a fake date and location for the hearing.  
12 Defendants' representatives further tell consumers that they are required to appear  
13 at a courthouse with two government-issued IDs, that they may be charged  
14 thousands of dollars in fines and have their wages, bank accounts, or tax refunds  
15 garnished if they do not appear for the hearing, and that their credit history will be  
16 damaged if they refuse to pay more money. In some instances, Defendants'  
17 representatives have threatened consumers with arrest or referral to immigration  
18 authorities.

19 21. Defendants typically do not refund consumers' money. Consumers  
20 who persist in attempting to obtain refunds from Defendants are ignored or told  
21 they must first return the merchandise shipped in error using return labels that  
22 Defendants will send only after consumers pay an additional amount of between  
23 \$400 and \$490.

#### 24 **VIOLATIONS OF THE FTC ACT**

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



1 neither the well-known, brand-name merchandise they ordered nor a refund of the  
2 amount they paid Defendants.

3 29. Therefore, Defendants’ representations as set forth in Paragraph 27  
4 of this Complaint are false and misleading and constitute deceptive acts or  
5 practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

6 **THE TELEMARKETING SALES RULE**

7 30. Congress directed the FTC to prescribe rules prohibiting abusive and  
8 deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15  
9 U.S.C. §§ 6101-6108, in 1994. The FTC adopted the original Telemarketing  
10 Sales Rule in 1995, extensively amended it in 2003, and amended certain sections  
11 thereafter. 16 C.F.R. Part 310.

12 31. Defendants are “seller[s]” and/or “telemarketer[s]” engaged in  
13 “telemarketing,” and Defendants have initiated, or have caused telemarketers to  
14 initiate, “outbound telephone call[s]” to consumers to induce the purchase of  
15 goods or services, as those terms are defined in the TSR, 16 C.F.R. § 310.2(v),  
16 (aa), (cc), and (dd).

17 32. The TSR prohibits sellers and telemarketers from misrepresenting,  
18 directly or by implication, in the sale of goods or services, any material aspect of  
19 the performance, efficacy, nature, or central characteristics of the goods or  
20 services that are the subject of a sales offer. 16 C.F.R. § 310.3(a)(2)(iii).

21 33. The TSR prohibits sellers and telemarketers from misrepresenting,  
22 directly or by implication, in the sale of goods or services, any material aspect of  
23 the nature or terms of the seller’s refund, cancellation, exchange, or repurchase  
24 policies. 16 C.F.R. § 310.3(a)(2)(iv).

25 34. The TSR prohibits sellers and telemarketers from failing to disclose  
26 truthfully, in a clear and conspicuous manner, before a customer consents to pay  
27 for goods or services offered, if the seller has a policy of not making refunds or  
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1 cancellations, a statement informing the customer that this is the seller's policy.  
2 16 C.F.R. § 310.3(a)(1)(iii).

3 35. The TSR prohibits sellers and telemarketers from making a false or  
4 misleading statement to induce any person to pay for goods or services. 16  
5 C.F.R. § 310.3(a)(4).

6 36. It is an abusive telemarketing act or practice, and a violation of the  
7 TSR, for any seller or telemarketer to engage in the use of threats or intimidation.  
8 16 C.F.R. § 310.4(a)(1).

9 37. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C.  
10 § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation  
11 of the TSR constitutes an unfair or deceptive act or practice in or affecting  
12 commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

13 **VIOLATIONS OF THE TELEMARKETING SALES RULE**

14 **COUNT III**

15 **Misrepresentations in Violation of the TSR**

16 38. In numerous instances, in connection with telemarketing goods,  
17 Defendants have made false or misleading statements, directly or by implication,  
18 to induce consumers to pay for goods, including, but not limited to,  
19 misrepresentations that consumers who purchase merchandise from Defendants  
20 will receive well-known, brand-name merchandise at low or wholesale prices.

21 39. Defendants' acts or practices, as described in Paragraph 38 above,  
22 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R.  
23 § 310.3(a)(2)(iii) or § 310.3(a)(4).

24 **COUNT IV**

25 **Refund Misrepresentations in Violation of the TSR**

26 40. In numerous instances, in connection with telemarketing goods,  
27 Defendants have misrepresented, directly or by implication, material aspects of  
28

1 the nature or terms of the seller's refund, cancellation, exchange, or repurchase  
2 policies, including, but not limited to, that consumers who pay for and accept  
3 receipt of additional shipments from Defendants will receive the well-known,  
4 brand-name merchandise they ordered, along with a refund of the amount they  
5 have paid to Defendants.

6 41. Defendants' acts and practices, as described in Paragraph 40 above,  
7 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R.  
8 § 310.3(a)(2)(iv).

9 **COUNT V**

10 **Failure to Disclose Refund, Cancellation, Exchange, or Repurchase Policy**

11 42. In numerous instances, in connection with telemarketing goods,  
12 Defendants have failed to disclose truthfully, in a clear and conspicuous manner,  
13 before a consumer consents to pay for the goods, that Defendants have a policy of  
14 not making refunds or cancellations.

15 43. Defendants' acts and practices, as described in Paragraph 42 above,  
16 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R.  
17 § 310.3(a)(1)(iii).

18 **COUNT VI**

19 **Threats or Intimidation**

20 44. In numerous instances, in connection with telemarketing, Defendants  
21 have used threats or intimidation to coerce consumers to pay Defendants,  
22 including, but not limited to, threatening consumers with false legal actions, fines,  
23 damage to consumers' credit history, garnishment of income and bank accounts,  
24 arrest, and reports to immigration authorities.

25 45. Defendants' acts and practices, as described in Paragraph 44, are  
26 abusive telemarketing acts or practices that violate the TSR, 16 C.F.R.  
27 § 310.4(a)(1).

1 **RELIEF DEFENDANTS**

2 **COUNT VII**

3 **Unjust Enrichment from Ill-Gotten Gains**

4 46. Relief Defendants Spring Acres, LLC, and Bahareh Ramin have  
5 received, directly or indirectly, funds or other assets from Defendants that are  
6 traceable to funds obtained from Defendants' customers through the unlawful acts  
7 and practices described in this First Amended Complaint.

8 47. Relief Defendants Spring Acres, LLC, and Bahareh Ramin are not  
9 bona fide purchasers with legal or equitable title to Defendants' customers' funds  
10 or other assets, and Relief Defendants Spring Acres, LLC, and Bahareh Ramin  
11 will be unjustly enriched if they are not required to disgorge the funds or the value  
12 of the benefits they received as a result of Defendants' unlawful acts or practices.

13 48. By reason of the foregoing, Relief Defendants Spring Acres, LLC,  
14 and Bahareh Ramin hold funds or assets in constructive trust for the benefit of  
15 Defendants' customers.

16 **CONSUMER INJURY**

17 49. Consumers have suffered and will continue to suffer substantial  
18 injury as a result of Defendants' violations of the FTC Act and the TSR. In  
19 addition, Defendants have been unjustly enriched as a result of their unlawful acts  
20 or practices. Absent injunctive relief by this Court, Defendants are likely to  
21 continue to injure consumers, reap unjust enrichment, and harm the public  
22 interest.

23 **THIS COURT'S POWER TO GRANT RELIEF**

24 50. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this  
25 Court to grant injunctive and such other relief as the Court may deem appropriate  
26 to halt and redress violations of any provision of law enforced by the FTC. The  
27 Court, in the exercise of its equitable jurisdiction, may award ancillary relief,  
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1 including rescission or reformation of contracts, restitution, the refund of monies  
2 paid, and the disgorgement of ill-gotten monies, to prevent and remedy any  
3 violation of any provision of law enforced by the FTC.

4 51. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the  
5 Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief  
6 as the Court finds necessary to redress injury to consumers resulting from  
7 Defendants' violations of the TSR, including the rescission or reformation of  
8 contracts and the refund of money.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the  
11 FTC Act, 15 U.S.C. § 53(b) and 57b, Section 6(b) of the Telemarketing Act, 15  
12 U.S.C. § 6105(b), and the Court's own equitable powers, requests that the Court:

13 A. Award Plaintiff such preliminary injunctive and ancillary relief as  
14 may be necessary to avert the likelihood of consumer injury during the pendency  
15 of this action and to preserve the possibility of effective final relief, including, but  
16 not limited to, temporary and preliminary injunctions, an order freezing assets,  
17 immediate access to business premises, and the appointment of a receiver;

18 B. Enter a permanent injunction to prevent future violations of the FTC  
19 Act and the TSR by Defendants;

20 C. Award such relief as the Court finds necessary to redress injury to  
21 consumers resulting from Defendants' violations of the FTC Act and the TSR,  
22 including, but not limited to, rescission or reformation of contracts, restitution, the  
23 refund of monies paid, and the disgorgement of ill-gotten monies;

24 D. Enter an order requiring Relief Defendants to disgorge all funds and  
25 assets, or the value of the benefit they received from the funds and assets, which  
26 are traceable to Defendants' unlawful acts or practices; and

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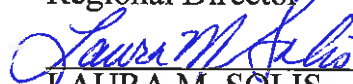
1 other and additional relief as the Court may determine to be just and proper.

2  
3 Dated this 2 day of April, 2014.

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5 Respectfully Submitted,

6 JONATHAN E. NUECHTERLEIN  
General Counsel

7 CHARLES A. HARWOOD  
Regional Director

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10 LAURA M. SOLIS  
11 JULIE K. MAYER  
RAYMOND E. MCKOWN

12 ATTORNEYS FOR PLAINTIFF  
13 FEDERAL TRADE COMMISSION  
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**CERTIFICATE OF SERVICE**

I hereby certify that on April 2, 2014, I electronically filed the FIRST AMENDED COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF, with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Counsel for Plaintiff  
Laura M. Solis  
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Julie K. Mayer  
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Counsel for Defendant John Charchian  
Reza Sina  
reza@sinalawgroup.com

Defendant Norma Rae Ramos  
c/o William I. Rothbard, Esq.  
bill@rothbardlaw.com

I further certify that I mailed the above-referenced documents and notice of electronic filing by first-class mail to the following non-CM/ECF participant:

Defendant Norma Ramos  
[REDACTED]  
Valencia, California [REDACTED]

I certify under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

/s/ Laura M. Solis  
Laura M. Solis  
WSBA No. 36005

# FÁTIMA LE DICE NO A UNA ESTAFA DE INGRESOS

UNA FOTONOVELA  
DE LA COMISIÓN  
FEDERAL DE COMERCIO

PLATINO  
\$299



# FÁTIMA LE DICE NO A UNA ESTAFA DE INGRESOS

## ACERCA DE LA FTC

La Comisión Federal de Comercio (Federal Trade Commission, FTC) es la agencia nacional de protección del consumidor de EE.UU. Su misión es proteger a los consumidores de prácticas engañosas y desleales.

Las protecciones establecidas por la ley federal benefician a todos los consumidores del país. Esta fotonovela es parte del esfuerzo de la FTC para ayudar a la comunidad latina a evitar caer en estafas y parar el fraude. Para más información, visita [www.ftc.gov/fotonovela](http://www.ftc.gov/fotonovela).

**Si tienes una queja de fraude puedes reportarlo a 1-877-FTC-HELP o en [www.ftc.gov/queja](http://www.ftc.gov/queja).**



Fátima, no me dieron el trabajo que te mencioné.

No tendré trabajo por algún tiempo...

Quizás yo pueda hacer algo para tener ingresos. Rocío está vendiendo juguetes. Le voy a preguntar.

Al otro día, Fátima visita su amiga Rocío.



¡Hola! ¿Estos son los juguetes que vas a vender?

Sí. Tuve que comprar todo esto para comenzar.

¡Pero voy a ganar mi dinero de vuelta y mucho más!



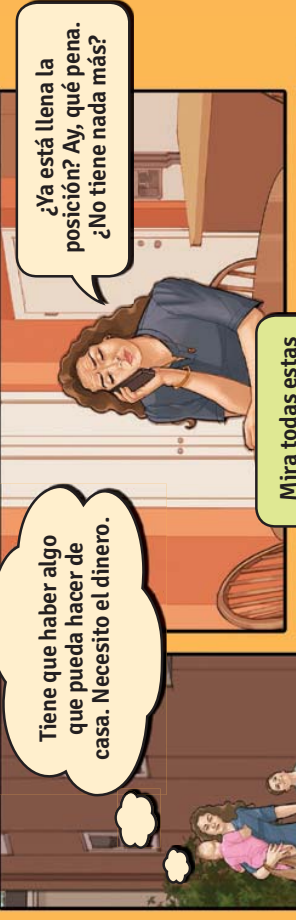
Están lindos, ¿verdad? Aunque parece que algunos se rompieron en el envío.

Seguro los puedes devolver y te los mandan de nuevo.

¡Y vas a tener ingresos! Yo necesito algo así.



No creo que tenga suficiente dinero para pagar por todo. Sacaré algunas cosas. Lo siento...



Tiene que haber algo que pueda hacer de casa. Necesito el dinero.

¿Ya está llena la posición? Ay, qué pena. ¿No tiene nada más?



Mira todas estas cuentas. No las podemos pagar. Estamos en problemas.

Lo sé. Estoy buscando algo que pueda hacer para ganar dinero pero no he encontrado nada.

Fátima recibe una llamada prometedor.

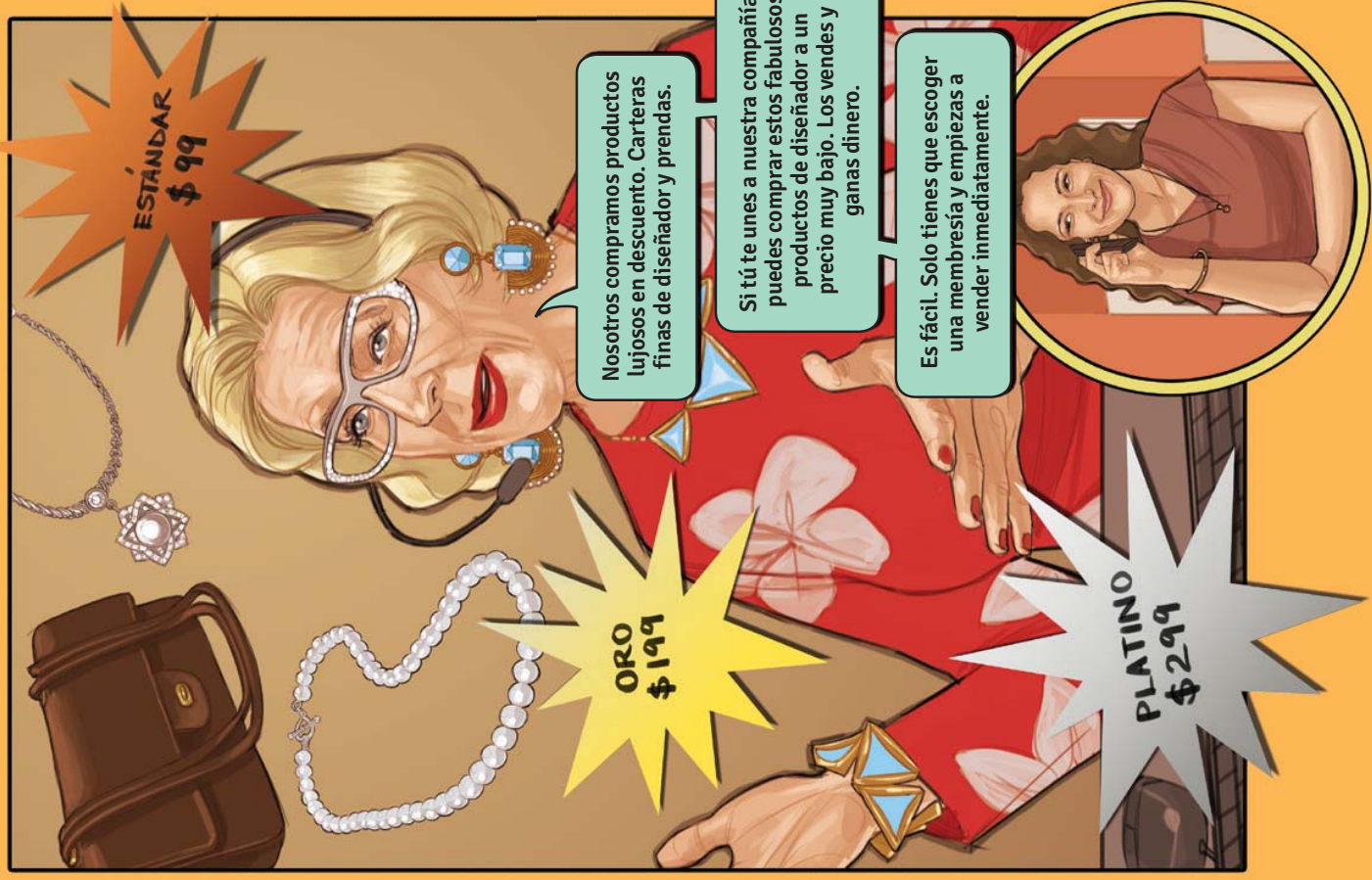
Hola Fátima. Tengo una gran oportunidad para ti. Puedes ganar dinero fácilmente con nuestra compañía. Somos muy conocidos en tu área.

Mira, una amiga de la iglesia empezó a ganar dinero en el primer mes.

¡Es fácil!

¡No hay riesgo!

¡Confía en mí!

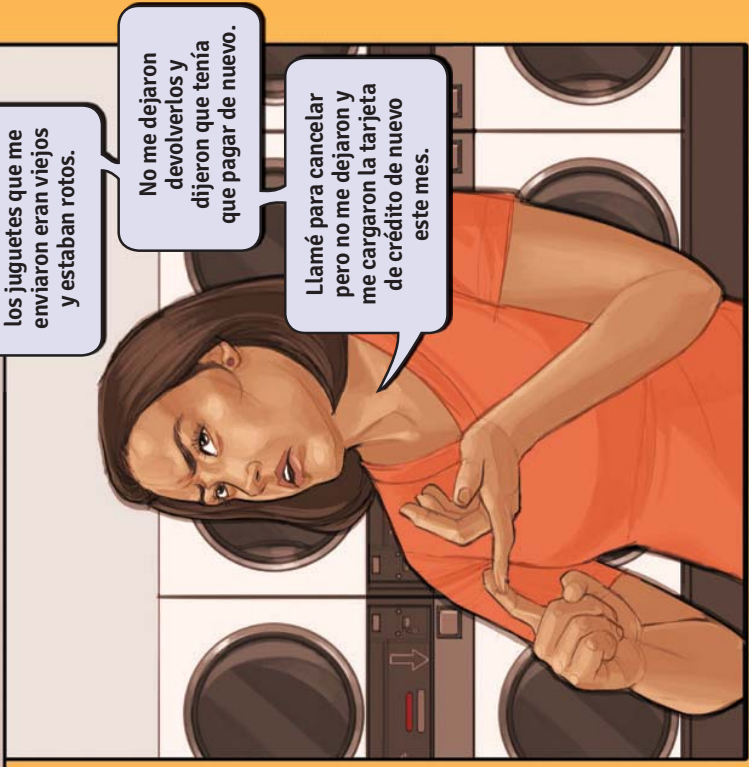


Nosotros compramos productos lujosos en descuento. Carteras finas de diseñador y prendas.

Si tú te unes a nuestra compañía, puedes comprar estos fabulosos productos de diseñador a un precio muy bajo. Los vendes y ganas dinero.

Es fácil. Solo tienes que escoger una membresía y empiezas a vender inmediatamente.







Rocio no ha podido vender los juguetes ni ganar dinero. De hecho, está teniendo problemas con la compañía.

Quizás la estafaron...



Al otro día llega el paquete.

Señora, las instrucciones dicen que no le puedo dar el paquete hasta que pague. Lo siento, pero no lo puede inspeccionar.

Fátima quiere ganar ingresos pero se acuerda de los problemas de su amiga Rocio.



Entonces lléveselo. Algo me dice que esto no está bien. No voy a pagar por productos que no puedo ver primero.



¿Por qué rechazaste la caja que te enviamos? Tú sabías que tenías que pagar. Ese era el acuerdo.



No tiene que gritarme. No me gusta cómo me está hablando. No quiero hacer negocio con usted. Esto parece ser una estafa. ¡No me llame más!

No seas tonta. Si no pagas estarás en problemas. Tú ordenaste estos productos y nos debes dinero.

¿Te llamaron de nuevo? Hiciste bien en rechazar la caja. Me alegra que Rocio te haya contado su historia.

**REPORTA EL FRAUDE**  
**I- 877 - FTC - HELP**  
**WWW.FTC.GOV/QUEJA**

Sí. Por eso los voy a reportar. Suena a que es una estafa. Compañías legítimas no acosan de esa manera.

## FÁTIMA LE DICE NO A UNA ESTAFA DE INGRESOS

Quando un extraño te llama para venderte algo en español, está tratando de ganarse tu confianza para que le creas lo que te está diciendo. El hecho de que te hablen en tu idioma no significa que sean honestos.

Si recibes una llamada de un desconocido acerca de cómo ganar dinero desde tu casa, dile no, gracias — y cuelga el teléfono. En la vida real, los desconocidos no andan repartiendo oportunidades de ganar dinero. Si de verdad tienen una idea tan buena, ¿por qué no la están poniendo en práctica ellos?

No confíes en las compañías que te insistan para que primero les pagues por un envío con una transferencia de dinero o con un pago contra entrega antes de que puedas inspeccionar el contenido.

La intimidación y las amenazas de deportación o una demanda judicial para que pagues son una forma de acoso — y son prácticas ilegales. Las compañías legítimas no actúan de esa manera.

Reporta a las compañías que te pidan que pagues por sus errores. Si te dicen que la compañía cometió un error con tu orden de pedido y prometen enviarte un reembolso, espera a que te llegue el reembolso o el segundo envío con la orden de pedido correcta. Si no puedes verificar si te enviaron la orden de pedido correcta, no pagues dos veces.

No tienes que ser ciudadano estadounidense para tener derechos de consumidor en EE.UU. Si sospechas una estafa, repórtala. Presenta tu queja ante la FTC o en la oficina de tu Fiscal General estatal.

This fotonovela is part of the Federal Trade Commission's ongoing efforts to raise awareness about scams targeting the Latino community. The story offers practical tips to help detect and stop income scams.

To order free copies, visit [www.ftc.gov/fotonovela](http://www.ftc.gov/fotonovela).

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