

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**Federal Trade Commission,**

**Plaintiff,**

**v.**

**Mortgages Para Hispanos.Com  
Corporation and**

**Daniel Moises Goldberg,  
an individual also known as  
Daniel Martinez,**

**Defendants.**

**Civil Action No. 4:06cv19**

**HON. MICHAEL H. SCHNEIDER**  
United States District Judge

**HON. DON D. BUSH**  
United States Magistrate Judge

**STIPULATED FINAL JUDGMENT AND ORDER OF PERMANENT INJUNCTION**

Plaintiff, the Federal Trade Commission (“Commission”), commenced this action by filing its Complaint pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), charging Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg with unfair or deceptive acts and practices relating to Defendants’ activities in connection with brokering, originating, and closing mortgage loans. The Complaint alleges that Defendants’ deceptive acts and practices violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Plaintiff, through its counsel, and Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, through their counsel, have agreed to entry of this Final Judgment

and Order by this Court in order to resolve all matters in dispute in this action. The Commission and the Defendants have consented to entry of this Final Judgment and Order without trial or adjudication of any issue of law or fact herein and without the Defendants admitting liability for any of the violations alleged in the Complaint or for any wrongdoing whatsoever.

Being fully advised in the premises and acting upon the joint motion of the parties to enter this Final Judgment and Order,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

#### FINDINGS

1. This Court has jurisdiction over the subject matter of this case and all parties thereto;
2. The Complaint states a claim upon which relief may be granted against the Defendants under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b), as amended;
3. Venue in this district is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c);
4. The activities of the Defendants are in or affecting commerce as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44;
5. Plaintiff Federal Trade Commission has the authority under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b), to seek the relief it has requested;
6. Entry of this Final Judgment and Order is in the public interest; and
7. Defendants have waived all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, and all rights to seek judicial review or otherwise challenge the validity of this

Final Judgment and Order.

### DEFINITIONS

8. For purposes of this Final Judgment and Order, the following definitions shall apply:

- a. "Brokering" shall mean engaging in the solicitation, origination, negotiation, or referral of a loan for consumers for a fee, commission, or other valuable consideration;
- b. "Credit" shall mean the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment;
- c. "Document" is defined as provided in Federal Rule of Civil Procedure 34(a), and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term;
- d. "Fees" shall mean any charge imposed as an incident to or a condition of the extension of credit (except interest), including, but not limited to, origination fees, points, mortgage broker fees, yield spread premiums, settlement fees, and document preparation fees;
- e. "Loan consummation" shall mean the time the consumer becomes contractually obligated on the loan transaction (*i.e.*, the time of closing and not the date the rescission period expires);

- f. "Mortgage loan" shall mean an extension of credit secured by real property; and
- g. "Person" shall mean any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.

## **ORDER**

### **I. SECTION 5 OF THE FTC ACT**

**IT IS THEREFORE ORDERED** that, in connection with the advertising, marketing, soliciting, brokering, originating, closing, offering for sale, or sale of any mortgage loan or other extension of credit, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, their officers, agents, servants, employees, attorneys, and all other persons or entities in active concert or participation with them who receive actual notice of this Final Judgment and Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, affiliate or other device, are hereby permanently restrained and enjoined from making any misrepresentation, expressly or by implication, about the terms, costs, or other conditions of any loan or other extension of credit, including, but not limited to, misrepresenting:

- A. The monthly payment amount, interest rate, annual percentage rate, finance charge, and/or the term of repayment; and
- B. The amount of cash to be disbursed to the borrower out of the loan proceeds.

### **II. OTHER EQUITABLE RELIEF**

A. **IT IS FURTHER ORDERED** that, in connection with every transaction in which Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, their officers, agents, servants, employees, attorneys, and all other persons or entities in active

concert or participation with them who receive actual notice of this Final Judgment and Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, affiliate or other device, offer the consumer a mortgage loan on behalf of any lender, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall furnish a disclosure substantially similar to the notice set forth in **Appendix A** (“Disclosure Statement”) and a consumer education brochure to the consumer. The Disclosure Statement shall be mailed, at no cost to the consumer, either by certified mail, at least five (5) business days before loan consummation, or by overnight mail, at least four (4) business days before loan consummation. The Disclosure Statement shall be set forth in a clear and conspicuous manner, in 100% black ink against a white background, on a single page. The Disclosure Statement shall be printed in 14-point type or larger, in Times New Roman or a similar font. For any consumer for whom Defendants have reason to believe that the consumer’s primary language is Spanish, the Disclosure Statement and consumer education brochure shall be furnished in Spanish and English. The consumer education brochure provided shall be the FTC’s brochure entitled “Need A Loan? Think Twice About Using Your Home as Collateral,” as posted on the FTC’s Web site in pdf format, or another similar brochure designated by the FTC. Defendants shall retain a copy of each Disclosure Statement and proof of delivery for five (5) years from the date of loan consummation.

**B. IT IS FURTHER ORDERED** that, in connection with the advertising, marketing, soliciting, brokering, originating, closing, offering for sale, or sale of any mortgage loan or other extension of credit, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, their officers, agents, servants, employees, attorneys, and all other

persons or entities in active concert or participation with them who receive actual notice of this Final Judgment and Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, affiliate or other device, are hereby permanently restrained and enjoined from conducting any mortgage loan closing. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall ensure that an independent settlement agent conducts the closing for each mortgage loan that they broker. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall pay any cost imposed for the settlement agent to conduct the closing at the consumer's home, if the consumer so chooses.

### III. MONETARY JUDGMENT

A. **IT IS FURTHER ORDERED** that judgment in the amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) is entered against Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg; *provided*, however, that upon the fulfillment of the payment obligations of Paragraphs III(B) and III(C) of this Final Judgment and Order by Defendants, this judgment shall be suspended until further order of the Court, and *provided further* that this judgment shall be subject to the conditions set forth in Paragraph IV of this Final Judgment and Order.

B. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall be jointly and severally liable for payment of equitable monetary relief, including, but not limited to, consumer redress and/or disgorgement, and for paying any attendant expenses of administration of any redress fund, in the amount of TEN THOUSAND DOLLARS (\$10,000).

C. Within ten (10) days of the date of entry of this Final Judgment and Order, Defendants

Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall turn over the entire payment of TEN THOUSAND DOLLARS (\$10,000) to the Commission in the form of a wire transfer or certified or cashier's check made payable to the Commission, or such agent as the Commission may direct.

D. Time is of the essence for the payment specified above. In the event that Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg do not fulfill, or only partially fulfill, the payment obligations set forth in this Paragraph, Defendants shall be immediately liable for payment of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000), which is the entire amount of the judgment, plus interest, less any payments already made. Notwithstanding any other provision of this Final Judgment and Order, Defendants agree that, if they fail to meet the payment obligations set forth in this Paragraph, the facts as alleged in the Complaint filed in this matter shall be taken as true in any subsequent litigation filed by the Commission to enforce its rights pursuant to this Final Judgment and Order, including, but not limited to, a nondischargeability complaint in any subsequent bankruptcy proceeding.

E. All funds paid pursuant to this Final Judgment and Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the Treasury as disgorgement. Defendants Mortgages Para

Hispanos.Com Corporation and Daniel Moises Goldberg shall have no right to challenge the Commission's choice of remedies under this Section.

F. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall have no right to contest the manner of distribution chosen by the Commission. No portion of any payments under the judgment herein shall be deemed a payment of any fine, penalty, or punitive assessment.

#### **IV. FINANCIAL STATEMENTS**

A. **IT IS FURTHER ORDERED** that the Commission's agreement to and the Court's approval of this Final Judgment and Order are expressly premised upon the truthfulness, accuracy, and completeness of the financial statements and information provided to the Commission by Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg on or about June 18, 2006, which contain material information relied upon by the Commission in negotiating and agreeing to the terms of this Final Judgment and Order.

B. **IT IS FURTHER ORDERED** that if the Commission should have evidence that the above-referenced financial statements and information failed to disclose any material asset the value of which exceeds \$1,000, materially misrepresented the value of any asset, or made any other material misrepresentation or omission, the Commission may move that the Court reopen this Final Judgment and Order for the sole purpose of allowing the Commission to modify the monetary liability of Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg. If the Court finds that either Defendant failed to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation or omission in the above-referenced financial statements and information, the Court shall reinstate the



suspended judgment against such Defendant, in favor of the Commission, in the amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000), which the Defendants and the Commission stipulate is the amount of consumer injury caused by the Defendants, as set forth in Paragraph III of this Final Judgment and Order. *Provided*, however, that in all other respects this Final Judgment and Order shall remain in full force and effect unless otherwise ordered by the Court. Any proceedings instituted under this Paragraph shall be in addition to and not in lieu of any other proceedings the Commission may initiate to enforce this Final Judgment and Order. Solely for the purposes of reopening or enforcing this Paragraph, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg waive any right to contest any of the allegations set forth in the Complaint filed in this matter.

**V. UPDATED LOAN INFORMATION**

**IT IS FURTHER ORDERED** that Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg will provide the Commission and/or its designated agent with mortgage loan data in the Defendants' possession concerning consumers who obtained mortgage loans, or attempted to obtain mortgage loans, from Defendants from January 2000 to the date of this Final Judgment and Order, that may be needed to provide redress to consumers. Such data include, but are not limited to: name of borrower, last known address, any telephone number(s) in Defendants' possession, social security number, date of loan consummation, loan amount, amount of broker fees, monthly payment amount, number of payments, interest rate, and whether the interest rate is fixed or adjustable, amount and date of any balloon payment, and amount of any refunds paid by Defendants. Defendants shall provide such data within fourteen (14) days after receiving a written request by the Commission or its

designated agent, or such longer period as may be agreed upon by the Commission. The Commission may submit a request pursuant to this Paragraph as soon as this Final Judgment and Order is filed with the Court (and before entry of the Final Judgment and Order, in which case the fourteen-day period shall begin upon entry of the Final Judgment and Order).

## **VI. MONITORING COMPLIANCE OF SALES PERSONNEL**

**IT IS FURTHER ORDERED** that Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, their officers, agents, servants, employees, attorneys, and all other persons or entities in active concert or participation with them who receive actual notice of this Final Judgment and Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, affiliate or other device, in connection with any business where any Defendant is the majority owner of the business or directly or indirectly manages or controls the business, and where the business involves the advertising, marketing, soliciting, brokering, originating, closing, offering for sale, or sale of any mortgage loan or other extension of credit, are hereby permanently restrained and enjoined from:

A. Failing to take reasonable steps sufficient to monitor and ensure that all employees and independent contractors engaged in sales or other customer service functions comply with Paragraphs I and II of this Final Judgment and Order. Such steps shall include adequate monitoring of sales presentations or other calls with customers, which shall also include, at a minimum, listening to the oral representations made by persons engaged in brokering loans and establishing a procedure for receiving and responding to consumer complaints;

B. Failing promptly to investigate fully any consumer complaint received by any

business to which this Paragraph applies; and

C. Failing to take corrective action with respect to any employee who Defendants determine is not complying with this Final Judgment and Order, which may include training, disciplining, and/or terminating such individual.

## **VII. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating compliance with any provision of this Final Judgment and Order:

A. Within ten (10) business days of receipt of written notice from a representative of the Commission, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg each shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in such Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to monitor compliance with this Final Judgment and Order by all other lawful means, including, but not limited to, the following:

1. Obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;  
and
2. Posing as consumers and suppliers to: Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, their employees, or the employees of any other entity managed or controlled in whole or in part by Defendants Mortgages Para Hispanos.Com Corporation and Daniel

Moises Goldberg without the necessity of identification or prior notice;  
and

C. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Final Judgment and Order. The person interviewed may have counsel present.

*Provided, however,* that nothing in this Final Judgment and Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49 and 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

#### **VIII. COMPLIANCE REPORTING BY DEFENDANTS**

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Final Judgment and Order may be monitored:

A. For a period of five (5) years from the date of entry of this Final Judgment and Order, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall provide a monthly report to the Commission, postmarked on or before the fifteenth (15<sup>th</sup>) day of each month:

1. Documenting for the prior month, the name, address, and phone number(s) of each and every borrower who closed a loan through Defendants; and
2. Providing a copy of the mortgage note (including all riders and

attachments), HUD-1 Settlement Statement, and Truth in Lending Act Disclosure of each and every borrower who closed a loan through Defendants.

B. For a period of five (5) years from the date of entry of this Final Judgment and Order,

1. Defendant Daniel Moises Goldberg shall notify the Commission of the following:

a. Any changes in his residence, mailing address, and telephone number, within ten (10) days of the date of such change;

b. Any changes in his employment status (including self-employment), and any change in his ownership interest in any business entity, within ten (10) days of the date of such change.

Such notice shall include the name and address of each business that Defendant Daniel Moises Goldberg is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of his duties and responsibilities in connection with the business or employment;

c. Any changes in his name or use of any aliases or fictitious names; and

2. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall notify the Commission of any changes in corporate

structure of Defendant Mortgages Para Hispanos.Com Corporation or any business entity that Defendant Daniel Moises Goldberg directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Final Judgment and Order, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Final Judgment and Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg learn less than thirty (30) days prior to the date such action is to take place, Defendants shall notify the Commission as soon as is practicable after obtaining such knowledge.

C. One hundred eighty (180) days after the date of entry of this Final Judgment and Order, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg each shall provide a written report to the Commission, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Final Judgment and Order. This report shall include, but not be limited to:

1. For Defendant Daniel Moises Goldberg:
  - a. The then-current residence address, mailing address(es), and

telephone numbers of Defendant; and

- b. The then-current employment and/or business addresses and telephone numbers, a description of the business activities of each of his employers and/or businesses, and his title and responsibilities for each such employer or business.

2. For Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg:

- a. A copy of each acknowledgment of receipt of this Final Judgment and Order, obtained pursuant to Paragraph X of this Final Judgment and Order; and
- b. Any other changes required to be reported under Subparagraph B of this Paragraph.

D. For the purposes of this Final Judgment and Order, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director of Enforcement  
Federal Trade Commission  
600 Pennsylvania Ave., N.W.  
Washington, D.C. 20580  
Re: *FTC v. Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, an individual also known as Daniel Martinez*  
Civil Action No. 4:06cv19

E. For purposes of the compliance reporting and monitoring required by this Final Judgment and Order, the Commission is authorized to communicate directly with Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg.

## IX. RECORD KEEPING PROVISIONS

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Final Judgment and Order, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg, their officers, agents, servants, employees, attorneys, and all other persons or entities in active concert or participation with them who receive actual notice of this Final Judgment and Order by personal service or otherwise, whether acting directly or through any corporation, subsidiary, division, affiliate or other device, in connection with any business where any Defendant is the majority owner of the business or directly or indirectly manages or controls the business, and where the business involves the advertising, marketing, soliciting, brokering, originating, closing, offering for sale, or sale of any mortgage loan or other extension of credit, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- C. Customer files for all closed mortgage loans, including the borrowers' names, addresses, phone numbers, dates of loan application and consummation, loan amounts, broker fee amounts, monthly payment amounts, interest rates, and loan application fees;
- D. Customer files for all mortgage loan applications which did not result in a closed



mortgage loan, including the borrowers' names, addresses, phone numbers, dates of loan application, and all non-refunded fees of any kind paid by the borrowers;

E. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;

F. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

G. All records and documents necessary to demonstrate full compliance with each provision of this Final Judgment and Order, including, but not limited to, copies of acknowledgments of receipt of this Final Judgment and Order required by Paragraph X of this Final Judgment and Order, and all reports submitted to the FTC pursuant to Paragraph VIII of this Final Judgment and Order.

**X. DISTRIBUTION OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry of this Final Judgment and Order, Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg shall deliver copies of the Final Judgment and Order as directed below:

A. **Defendant Mortgages Para Hispanos.Com Corporation:** Defendant Mortgages Para Hispanos.Com Corporation must deliver a copy of this Final Judgment and Order to all principals, officers, directors, and managers. Defendant Mortgages Para Hispanos.Com Corporation must deliver copies of this Final Judgment and Order to all of its employees, agents, and representatives who engage in conduct related to the subject of the Final Judgment and Order. For current personnel, delivery shall be within five (5) days of service of this Final Judgment and Order upon Defendant. For new personnel, delivery shall occur prior to

their assuming their responsibilities.

**B. Defendant Daniel Moises Goldberg as control person:** For any business that Defendant Daniel Moises Goldberg controls, directly or indirectly, or in which he has a majority ownership interest, he must deliver a copy of this Final Judgment and Order to all principals, officers, directors, and managers of that business. He must also deliver copies of this Final Judgment and Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Final Judgment and Order. For current personnel, delivery shall be within five (5) days of service of this Final Judgment and Order upon Defendant. For new personnel, delivery shall occur prior to their assuming their responsibilities.

**C. Defendant Daniel Moises Goldberg as employee or non-control person:** For any business where Defendant Daniel Moises Goldberg is not a controlling person of a business but otherwise engages in conduct related to the subject matter of this Final Judgment and Order, he must deliver a copy of this Final Judgment and Order to all principals and managers of such business before engaging in such conduct.

**D. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg** must secure a signed and dated statement acknowledging receipt of the Final Judgment and Order, within thirty (30) days of delivery, from all persons receiving a copy of the Final Judgment and Order pursuant to this Paragraph.

**E. Defendants Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg** shall deliver a copy of the synopsis of this Final Judgment and Order, in the form shown in **Appendix B**, to each and every independent settlement agent who conducts a mortgage loan closing on a loan brokered by Defendants, before the closing takes place, and shall secure

from each such person a signed and dated statement acknowledging receipt of the synopsis.

**XI. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

**IT IS FURTHER ORDERED** that each Defendant, within five (5) business days of receipt of this Final Judgment and Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Final Judgment and Order.


**XII. ATTORNEYS' FEES**

**IT IS FURTHER ORDERED** that each party to this Final Judgment and Order hereby agrees to bear its own costs and attorneys' fees incurred in connection with this action.

**XIII. RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Final Judgment and Order.

**SIGNED** this 22nd day of September, 2006.

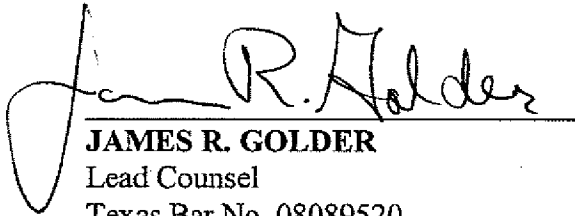
  
MICHAEL H. SCHNEIDER  
UNITED STATES DISTRICT JUDGE

**SO STIPULATED:**

**FOR THE FEDERAL TRADE  
COMMISSION:**

**WILLIAM BLUMENTHAL**  
General Counsel

**DEANYA T. KUECKELHAN**  
Regional Director

  
**JAMES R. GOLDER**  
Lead Counsel  
Texas Bar No. 08089520

**ELISEO N. PADILLA**  
Of Counsel  
Florida Bar No. 0192929

Federal Trade Commission  
1999 Bryan Street, Suite 2150  
Dallas, Texas 75201  
(214) 979-9376 (Golder)  
(214) 979-9382 (Padilla)  
(214) 953-3079 (facsimile)  
Attorneys for Plaintiff  
**FEDERAL TRADE COMMISSION**

**FOR THE DEFENDANTS:**

**FOR MORTGAGES PARA  
HISPANOS.COM CORPORATION:**


By:   
**Mortgages Para Hispanos.Com Corporation,**  
Defendant

**FOR DANIEL MOISES GOLDBERG:**

  
**DANIEL MOISES GOLDBERG,**  
Defendant

**COUNSEL FOR DEFENDANTS:**

Dennis O. Olson  
Texas Bar No. 15273500  
Olson Nicoud & Gueck, L.L.P.  
One Main Place  
1201 Main Street, Suite 2470  
Dallas, Texas 75202  
(214) 979-7302

  
Dennis O. Olson  
Counsel for Defendants

## APPENDIX A IMPORTANT INFORMATION

Under a Settlement Agreement with the Federal Trade Commission, your mortgage broker (Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg) must give you this notice at least three (3) business days *before* you sign your final loan papers.

You are borrowing \$ [Principal Loan Amount]. [You will receive a \$ \_\_\_\_\_ cash disbursement from the equity in your home.]

The annual percentage rate (APR) on your loan will be \_\_\_\_%.

The APR takes into account not only the interest rate, but also points (one point equals one percent of the loan amount), mortgage broker fees, and certain other credit charges the lender requires you to pay. The APR is expressed as a yearly rate.

The interest rate on your loan will be \_\_\_\_%.

Your regular [frequency] payment will be \$ \_\_\_\_\_. This payment [includes/does not include] payments for taxes and insurance. [You will be responsible for paying your own property taxes and insurance premiums.]

[Your interest rate may increase, which could increase your regular payment. The highest amount your payment could be is \$ \_\_\_\_\_.]

[Your loan has a prepayment penalty. If you refinance this loan in the next \_\_\_\_ years, you will have to pay a penalty. The highest penalty you will have to pay if you pay off or refinance your loan early is \_\_\_\_\_.]

The total of fees to get this loan is about \_\_\_\_\_. [This number includes all fees, charged by any party, except per diem interest.] The mortgage broker fee is \$ \_\_\_\_\_.

You do not have to accept this loan.

For more information, please see the enclosed brochure. To file a complaint or get free information on consumer issues, visit [www.ftc.gov](http://www.ftc.gov) or call toll-free, 1-877-FTC-HELP (1-877-382-4357); TTY: 1-866-653-4261.

## INFORMACIÓN IMPORTANTE

Según lo estipulado bajo un Convenio de Acuerdo con la Comisión Federal de Comercio (*Federal Trade Commission, FTC*) su agente hipotecario (Mortgages Para Hispanos.Com Corporation y Daniel Moises Goldberg), debe entregarle este aviso con por lo menos **3 días** de negocio de anterioridad a la firma final de su préstamo.

Usted está tomando un préstamo de \$ [Monto Principal del Préstamo]. [Usted recibirá \$ \_\_\_\_\_ de desembolso en dinero contante de la equidad en su casa.]

La Tasa Anual Efectiva - TAE (*annual percentage rate -APR*) de su préstamo será del \_\_\_\_\_%.

La tasa APR no solamente toma en consideración la tasa de interés, sino también los puntos (un punto equivale al uno por ciento del monto del préstamo), los cargos del agente hipotecario y ciertos otros cargos de crédito que el prestador requiere que usted pague. La tasa APR está expresada en términos de tasa anual.

La tasa de interés de su préstamo será del \_\_\_\_\_%.

La cuota de sus pagos regulares [frecuencia] será de \$ \_\_\_\_\_. Este pago [incluye/no incluye] el pago de impuestos y seguro. [El pago de los impuestos inmobiliarios de su propiedad y de sus primas de seguro queda bajo su responsabilidad.]

[La tasa de interés de su préstamo puede aumentar, lo cual podría incrementar el monto de la cuota de sus pagos regulares. El monto máximo que podría pagar será de \$ \_\_\_\_\_.]

[Su préstamo tiene una multa por liquidación anticipada. Si usted refinancia este préstamo dentro de los próximos \_\_\_ años, tendrá que pagar una multa o penalidad. El monto máximo de la multa que tendrá que pagar por la liquidación anticipada o por la refinanciación anticipada del préstamo es de \_\_\_\_\_.]

El total del importe de otros cargos pagaderos para obtener este préstamo es aproximadamente \_\_\_\_\_. [Este importe incluye todos los cargos, imputados por cualquiera de las partes, a excepción de los intereses diarios (*per diem*).] El honorario de agente hipotecario es \$ \_\_\_\_\_.

Usted no está obligado a aceptar este préstamo.

Para obtener mayor información, por favor consulte el folleto adjunto. Para presentar una queja u obtener información gratuita sobre temas de interés de los consumidores, visite [www.ftc.gov](http://www.ftc.gov) o llame al número telefónico de acceso gratuito 1-877-FTC-HELP (1-877-382-4357); TTY: 1-866-653-4261.

## APPENDIX B

### SUMMARY OF THE MORTGAGES PARA HISPANOS.COM AND DANIEL MOISES GOLDBERG SETTLEMENT AGREEMENT WITH THE FTC

Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg have entered into a settlement agreement (“Order”) with the Federal Trade Commission. The Order resolves charges that Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg engaged in deceptive practices by misrepresenting certain terms of mortgage loans. Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg do not admit that they violated the law. We are providing this summary to alert you to certain obligations you may have as an independent settlement agent closing loans that Mortgages Para Hispanos.Com Corporation and/or Daniel Moises Goldberg have brokered.

You, the settlement agent, must tell the borrower, in clear and understandable language, all of the material terms of the loan, including:

1. interest rate;
2. annual percentage rate;
3. the regular monthly payment amount;
4. the due date and amount of any balloon payment;
5. if the loan has an adjustable interest rate, the first change date, the frequency of subsequent change dates, the maximum interest rate increase on any single change date, the overall maximum interest rate, and the minimum interest rate;
6. whether the monthly payment includes payment into an escrow account for property taxes and/or insurance;
7. total amount of all fees, and the mortgage broker fee;
8. amount of cash to be disbursed to the borrower; and

9. if the loan contains a prepayment penalty, the length of the penalty, and the cost to the borrower if s/he refinances or pays off the loan prior to the prepayment expiration date.

Among other things, the Order prohibits Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg from conducting any loan closing. Mortgages Para Hispanos.Com Corporation and Goldberg must ensure that an independent settlement agent conducts the closing for each loan that they broker. The Order also prohibits Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg from misrepresenting the terms, costs, or other conditions of any loan or other extension of credit. The Order also requires Mortgages Para Hispanos.Com Corporation and Daniel Moises Goldberg to provide a one-page written disclosure statement before the loan closing when offering a loan. The disclosure statement must be mailed at least five (5) business days before the loan closing, or sent by overnight mail at least four (4) business days before the loan closing.

You may review a full copy of the Order on the FTC's website, at:

[www.ftc.gov/ftc/news.htm](http://www.ftc.gov/ftc/news.htm).



