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14

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **SOUTHERN DIVISION**

18 FEDERAL TRADE COMMISSION,
19 Plaintiff,

20 v.

21 FIRST ALLIANCE MORTGAGE
COMPANY, a California corporation,
22 FIRST ALLIANCE CORPORATION,
a Delaware corporation, and FIRST
23 ALLIANCE MORTGAGE
COMPANY, a Minnesota corporation,
24 and BRIAN CHISICK,

25 Defendants, and

26 SARAH CHISICK,

27 Relief Defendant.
28

CIVIL NO.
SACV 00-964 DOC (EEx)

THE FEDERAL TRADE
COMMISSION'S SECOND
AMENDED COMPLAINT FOR
PERMANENT INJUNCTIVE AND
OTHER EQUITABLE RELIEF

1 Plaintiff, the Federal Trade Commission (“Commission”), by its undersigned
2 attorneys, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an action under Sections 5(a) and 13(b) of the Federal Trade
5 Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a) and 53(b), to secure permanent
6 injunctive relief and other equitable relief, including rescission, reformation, redress
7 and disgorgement, against defendants for engaging in unfair or deceptive acts or
8 practices in violation of Section 5(a) of the FTC Act, as amended, 15 U.S.C. § 45(a),
9 and acts or practices in violation of the Truth in Lending Act’s (“TILA”) implementing
10 Regulation Z, 12 C.F.R. § 226, as amended.

11 2. This Court has subject matter jurisdiction over this matter pursuant to 15
12 U.S.C. §§ 45(a), 53(b), 1607(c), and 28 U.S.C. §§ 1331, 1337(a) and 1345.

13 3. Venue is proper in the United States District Court for the Central District of
14 California under 28 U.S.C. §§ 1391(b) and (c), and 15 U.S.C. § 53(b).

15 **PARTIES**

16 4. Plaintiff, the Commission, is an independent agency of the United States
17 Government created and given statutory authority and responsibility by the FTC Act, as
18 amended, 15 U.S.C. §§ 41-58. The Commission is charged with enforcing Section 5(a)
19 of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices
20 in or affecting commerce, and Section 108(c) of the TILA, 15 U.S.C. § 1607(c). The
21 Commission is authorized by Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), to
22 initiate federal district court proceedings to enjoin violations of the FTC Act and to
23 secure such equitable relief as may be appropriate in each case including, but not
24 limited to, redress and disgorgement.

25 5. First Alliance Mortgage Company is a California corporation with its
26 principal place of business at 17305 Von Karman Avenue in Irvine, California
27 (“FAMCO”). FAMCO transacts business in this District.

1 6. First Alliance Corporation (“FACO”) is a publicly traded Delaware
2 corporation with its principal place of business at 17305 Von Karman Avenue in Irvine,
3 California. FACO has a one hundred percent ownership interest in FAMCO. FACO
4 transacts business in this District.

5 7. In July of 1997, FAMCO created a wholly-owned subsidiary Minnesota
6 corporation of the same name, First Alliance Mortgage Company (“FAMCO-MN”).
7 FAMCO-MN has its principal place of business at 7900 Xerxes Avenue in
8 Bloomington, Minnesota. FAMCO-MN transacts business in this District.

9 8. The foregoing defendant corporations operate together as part of a common
10 enterprise (hereinafter, “First Alliance”).

11 9. Brian Chisick (“Chisick”) has been chairman of the board of directors and
12 chief executive officer of FACO and its subsidiaries since February 2000. From June
13 1996 to February 2000, Chisick served as chairman, chief executive officer and
14 president of FACO and its subsidiaries. From 1971 to June 1996, he served as chairman
15 of the board of directors, chief executive officer and president of FAMCO.
16 Individually or in concert with others, he directs, controls, formulates or participates in
17 the acts and practices set forth herein. He resides, transacts or has transacted business
18 in this district.

19 10. Relief defendant Sarah Chisick is the spouse of defendant Brian Chisick.
20 Individually or jointly with her spouse Brian Chisick, she has received funds and other
21 property, that were derived unlawfully from payments by consumers as a consequence
22 of the acts and practices complained of herein and she does not have a legitimate claim
23 to those funds.

24 11. On March 23, 2000, FAMCO, FACO and FAMCO-MN each filed a
25 voluntary petition for Chapter 11 bankruptcy in the United States Bankruptcy Court,
26 Central District of California, Case Nos. SA 00-12370-LR, SA 00- 12371 -LR and SA
27 00- 12372-LR, respectively.

1 12. First Alliance has disseminated advertisements to the public that promote
2 consumer credit transactions, as the terms “advertisement” and “consumer credit,” are
3 defined in Section 226.2 of Regulation Z, 12 C.F.R. § 226.2, as amended.

4 13. First Alliance is a “creditor” offering and extending “closed-end credit,” as
5 those terms are defined in Section 226.2 of Regulation Z, 12 C.F.R. § 226.2, as
6 amended, and therefore is required to comply with applicable provisions in Regulation
7 Z.

8 **FIRST ALLIANCE’S BUSINESS PRACTICES**

9 14. First Alliance advertises, offers, extends and sells home equity loans. These
10 loans are primarily secured by first mortgages on consumers’ homes.

11 15. First Alliance styles itself a niche lender catering to the “subprime” loan
12 market. Its customers include homeowners with poor or insufficient credit histories,
13 records, or ratings who might experience difficulty securing conventional home equity
14 financing.

15 16. First Alliance charges consumers substantial prepaid finance charges, such
16 as loan origination fees, underwriting fees, loan processing fees and other fees. These
17 charges typically total between ten and twenty-five percent of the amount financed.

18 17. First Alliance solicits prospective customers for its products and services
19 through telemarketing and direct mail advertising. As part of its marketing campaign,
20 First Alliance targets financially vulnerable consumers including elderly persons and
21 individuals who have significant equity in their homes. In its solicitations, First
22 Alliance states that the consumer has been “pre-qualified to receive up to” some amount
23 of money, such as \$82,500. *See* Exhibits 1 through 3. These solicitations tout the
24 benefits of obtaining a First Alliance loan, such as “NO APPLICATION FEES,” “NO
25 UP-FRONT APPRAISAL FEES,” “LOW RATES” and “LOW PAYMENTS.” *See*
26 Exhibits 1 through 3. Other solicitations state that one of the benefits of a First
27 Alliance loan is that there are “NO OUT-OF-POCKET EXPENSES.” *See* Exhibits 1
28 and 3. A certain solicitation offers consumers benefits relative to their current loans,

1 such as “Lower Interest Rates,” “Lower Monthly Payments” and “Tax Savings
2 Benefits.” See Exhibit 2. One solicitation states that consumers will “SAVE
3 HUNDREDS OF DOLLARS” and “SAVE \$500” by refinancing their debt with First
4 Alliance. See Exhibit 3.

5 **Sales Presentation**

6 18. First Alliance requires its loan officers to attend an intensive training course
7 where they are taught to memorize and deliver First Alliance’s lengthy sales
8 presentation, known as “the Track.” The Track presentation consists of thirteen steps
9 and usually takes more than two hours to present to consumers.

10 19. The Track presentation contains false or misleading statements that cause
11 consumers to be deceived about the material terms of the loan, and misleads consumers
12 about the meaning of the material information used in the TILA disclosure as required
13 by Section 128 of the TILA, 15 U.S.C § 1638, and Section 226.18 of Regulation Z, 12
14 C.F.R. § 226.18, (“TILA disclosure statement”). For example, one of the material
15 disclosures that is deceptively used by First Alliance is the “amount financed” for the
16 loan. First Alliance misrepresents that the amount financed, appearing on the TILA
17 disclosure statement, is the total amount of money that consumers borrow. In fact, the
18 total amount that consumers borrow, and upon which interest accrues, is the amount
19 financed plus the substantial prepaid finance charges imposed by First Alliance.

20 20. First Alliance also misleads consumers about costs and fees, such as the
21 existence and amount of loan origination fees. Such misrepresentations obscure the
22 existence of these costs and fees and misrepresent the true amount of debt consumers
23 will incur.

24 21. In addition, First Alliance loan officers are trained to, and do, mislead
25 consumers by stating or implying that the total cost of credit for the loan is the interest
26 rate displayed on the loan note and mortgage and not the “annual percentage rate”
27 (“APR”) displayed on the TILA disclosure statement. In fact, the APR, and not the
28 interest rate on the loan, measures the total cost of credit, and for this reason is an

1 important indicator to consumers that the lender is including substantial prepaid
2 charges.

Adjustable Rate Mortgage Loans

4 22. The majority of First Alliance’s borrowers obtain an adjustable rate
5 mortgage (“ARM”) based on a six-month U.S. dollar “LIBOR” index, which is the
6 acronym for the London InterBank Offered Rate.

7 23. The terms of the ARM loans include short-term front-end “teaser” interest
8 rates. The teaser interest rate only applies for the first six months of the loan (the
9 “teaser period”). The teaser rate is then phased out through several rate increases, until
10 the rate reaches the “fully indexed rate” - the LIBOR index rate plus a fixed number of
11 percentage points (the “margin”).

12 24. First Alliance misrepresents how the interest rates on its ARM loans adjust
13 over time, falsely representing that adjustments in the interest rates are based on
14 changes in the LIBOR index. In fact, the interest rate on these loans can, and does,
15 increase as much as one percentage point at every six month adjustment period until the
16 “artificial discount” (the difference between the teaser interest rate and the LIBOR
17 index plus the margin) disappears. This results in higher interest rates and higher
18 monthly payments for consumers.

19 25. The acts and practices of First Alliance alleged in this Complaint have been
20 in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15
21 U.S.C. §44.

FEDERAL TRADE COMMISSION ACT VIOLATIONS

Count I: Failure to Substantiate Cost Savings

24 26. Plaintiff incorporates by reference all the foregoing paragraphs.

25 27. In the course and conduct of offering and extending credit, and in credit
26 advertisements, including but not necessarily limited to Exhibit 3, First Alliance has
27 represented, expressly or by implication, that consumers will save money when
28 consolidating debts. First Alliance did not possess and rely upon a reasonable basis

1 that substantiates the representation at the time it was made.

2 28. First Alliance's practices constitute deceptive acts or practices in or affecting
3 commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.
4 § 45(a).

5 **Count 11: Misrepresentation of the Terms of the ARM Loans**

6 29. Plaintiff incorporates by reference all the foregoing paragraphs.

7 30. In the course and conduct of offering and extending credit, First Alliance has
8 represented, expressly or by implication, that adjustments in the interest rate on its
9 ARM loans are based entirely on changes in the LIBOR index and that, over the course
10 of the loan, the interest rate can be lower than the initial teaser rate.

11 31. In truth and in fact, adjustments in the interest rate on First Alliance's ARM
12 loans are not based entirely on changes in the LIBOR index, and over the course of the
13 loan the interest rate cannot be lower than the initial teaser rate. The initial teaser
14 interest rate automatically increases as much as one percentage point every six months
15 until the artificial discount disappears, and the lowest the interest rate can be is the
16 initial teaser interest rate, regardless of any decrease in the LIBOR index. Therefore,
17 First Alliance's representation as alleged in paragraph 30, was, and is, false or
18 misleading.

19 32. First Alliance's practices constitute deceptive acts or practices in or affecting
20 commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.
21 § 45(a).

22 **Count 11i: Misrepresentation of the Monthly Payments**

23 33. Plaintiff incorporates by reference all the foregoing paragraphs.

24 34. In the course and conduct of offering and extending credit, First Alliance has
25 represented, expressly or by implication, that the initial monthly payment on its ARM
26 loans will not increase unless the LIBOR index increases.

27 35. In truth and in fact, the initial monthly payment on First Alliance's ARM
28 loans will increase even if the LIBOR index does not. The initial monthly payment will

1 increase at every six-month adjustment period until the artificial discount disappears,
2 regardless of whether the LIBOR index increases. Therefore, First Alliance's
3 representation as alleged in paragraph 34, was, and is, false or misleading.

4 **36.** First Alliance's practices constitute deceptive acts or practices in or affecting
5 commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.
6 § 45(a).

7 **Count IV: Misrepresentation of Loan Origination Fees**

8 37. Plaintiff incorporates by reference all the foregoing paragraphs.

9 **38.** In the course and conduct of offering and extending credit, First Alliance has
10 represented, expressly or by implication, that it does not impose loan origination fees.

11 39. In truth and in fact, First Alliance imposes loan origination fees on the vast
12 majority, if not all, of its loans. Therefore, First Alliance's representation as alleged in
13 paragraph 38, was, and is, false or misleading.

14 40. First Alliance's practices constitute deceptive acts or practices in or affecting
15 commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.
16 § 45(a).

17 **Count V: Misrepresentation of the Amount Borrowed**

18 41. Plaintiff incorporates by reference all the foregoing paragraphs.

19 42. In the course and conduct of offering and extending credit, First Alliance has
20 represented, expressly or by implication, that the total amount that consumers borrow
21 on its loans, and upon which interest accrues, is the amount financed, which appears on
22 the TILA disclosure statement.

23 43. In truth and in fact, the total amount that consumers borrow on its loans, and
24 upon which interest accrues, is not only the amount financed but includes substantial
25 additional fees and charges imposed by First Alliance, upon which interest will accrue.
26 Therefore, First Alliance's representation as alleged in paragraph 42, was, and is, false
27 or misleading.

28

1 44. First Alliance's practices constitute deceptive acts or practices in or affecting
2 commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.
3 § 45(a).

4 **Count VI: Misrepresentation of the Prepaid Finance Charges**

5 45. Plaintiff incorporates by reference all the foregoing paragraphs.

6 46. In the course and conduct of offering and extending credit, First Alliance has
7 represented, expressly or by implication, that its prepaid finance charges, such as the
8 loan origination fees, are part of the interest payments on the loan.

9 47. In truth and in fact, the prepaid finance charges imposed by First Alliance
10 are not part of the interest payments on the loan. These charges are added to the
11 amount financed and are part of the loan principal, or the total amount of money
12 borrowed, and interest accrues on these charges. Therefore, First Alliance's
13 representation as alleged in paragraph 46, was, and is, false or misleading.

14 48. First Alliance's practices constitute deceptive acts or practices in or affecting
15 commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.
16 § 45(a).

17 **REGULATION Z VIOLATIONS**

18 **Count VII**

19 49. Plaintiff incorporates by reference all the foregoing paragraphs.

20 50. In the course and conduct of offering and extending credit, First Alliance has
21 failed to provide borrowers who have loans

22 (a) with a term greater than one year, (b) secured by the borrowers' principal dwelling,
23 and (c) for which the APR may increase after consummation, with the booklet titled

24 *Consumer Handbook on Adjustable Rate Mortgages* or a suitable substitute. First

25 Alliance has, therefore, violated the requirements of TILA's implementing Regulation
26 Z, 12 C.F.R. § 226.19(b)(1).


27

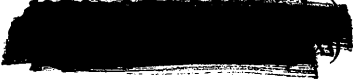
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1 6. Award plaintiff its costs of bringing this action, as well as such other
2 additional equitable relief as the Court may determine to be just and proper.

3
4 Dated: November 26, 2001

5
6 Respectfully Submitted,
7 WILLIAM E. KOVACIC
8 General Counsel

9 
10 ANNE M. McCORMICK
11 JOHN A. KREBS
12 JULIE K. BROF
13 JEANNE-MARIE S. RAYMOND
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23 10877 Wilshire Blvd., Ste. 700
24 Los Angeles, CA 90024

25 
26 ATTORNEYS FOR PLAINTIFF
27 FEDERAL TRADE COMMISSION
28

**** IMPORTANT **
OPEN IMMEDIATELY**

UG
urgent gram

UG
urgent gram

FROM:
FIRST ALLIANCE MORTGAGE
7900 KERKES AVE. SO.
BLOOMINGTON, MN 55431

TELEPHONE REPLY
REQUESTED
1-800-695-6900

TO:
SAINT PAUL, MN 55110-4551

|||||

DEAR

GOOD NEWS! FIRST ALLIANCE IS PLEASED TO NOTIFY YOU THAT YOU HAVE BEEN PRE-QUALIFIED FOR UP TO \$82,500.

IF YOU'RE PAYING HIGH INTEREST ON CREDIT CARDS, CHARGE ACCOUNTS OR FINANCE COMPANY LOANS, YOU'RE PAYING TOO MUCH! HERE ARE THE BENEFITS YOU'LL RECEIVE WITH A FIRST ALLIANCE HOME EQUITY LOAN:

- NO APPLICATION FEES
- NO UP-FRONT APPRAISAL FEES
- NO OUT-OF-POCKET EXPENSES
- NO CREDIT OR INCOME HASSLES
- NO PAYMENTS FOR UP TO 60 DAYS
- LOW PAYMENTS
- LOW RATES
- 72-HOUR APPROVAL
- 25 YEARS EXPERIENCE

PLUS, YOU CAN USE THE MONEY FOR ANY PURPOSE; PAY OFF BILLS, DO HOME IMPROVEMENTS OR JUST GET EXTRA CASH.

EVEN IF YOU'RE SELF EMPLOYED, RETIRED OR HAVE HAD CREDIT TROUBLE, IT'S NO PROBLEM. YOU CAN GET THE MONEY YOU NEED AND HAVE A LOW MONTHLY PAYMENT YOU CAN AFFORD.

PLEASE, CALL NOW AND SIMPLY TELL US HOW MUCH MONEY YOU NEED. WE'LL GLADLY ANSWER YOUR QUESTIONS.

**CALL TODAY 1-800-695-6900. MON THRU FRI 8AM-8PM,
SAT 9AM-3PM.**

PAM PETERSON
FIRST ALLIANCE MORTGAGE

8810L10810
SUBJECT TO VERIFIED EQUITY AND INCOME.

This is not a Check

10 1998

Pay the Sum of: **EIGHTY THREE THOUSAND SEVEN HUNDRED DOLLARS \$83,700.00**

|||||

Roseville, MN 55113-2401



12345099 222555

NON-NEGOTIABLE • NON-TRANSFERABLE

NOT A GOVERNMENT AGENCY

DATE	DESCRIPTION	AMOUNT	CHECK NO.
10/07/98	Pre-Qualified Amount	\$83,700.00	4508922

Dear :

Good News! First Alliance is pleased to notify you that you have been pre-qualified to receive up to \$83,700 for any purpose.

If you're paying high interest on credit cards, charge accounts or finance company loans, **you're paying too much!** Here are the benefits you'll receive with a First Alliance low interest home equity loan:

- Lower Interest Rates
- Lower Monthly Payments
- Tax Saving Benefits
- 72 Hour Loan Approval
- No Credit Hassles
- No Income Hassles
- No Application Fees
- No Up-Front Appraisal Fees

✓ **Plus, you will have no payments for up to 90 days.**

You can use the money for any purpose; pay off bills, do home improvements or just get extra cash.

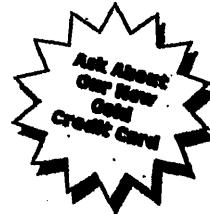
Even if you've had financial problems or credit trouble, you can get the money you need and have a low monthly payment you can afford. ✓

Please, call now and simply tell us how much money you need.

We'll gladly answer your questions.

Call Today 1-888-888-8888

Monday - Friday 8AM - 8PM, Saturday 9AM - 3PM



John Stelly
First Alliance Mortgage

88LCCA4864


Reference #: 88LCCA08273630

*SUBJECT TO VERIFIED EQUITY AND INCOME. First Alliance Mortgage Company is licensed in Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Jersey, New York, Ohio, Oregon, Pennsylvania, Utah, Virginia and Washington. In Arizona, state license BK15617. In California, Loans will be made pursuant to a California Department of Corporations California Finance Lender License. In Georgia, Two Concourse Parkway, Atlanta, GA 30328. Georgia Residential Mortgage Licensee. In Massachusetts, state license ML8824. In New York a Licensed Mortgage Banker. New York State Banking Department. In Oregon, under State Regulation. In Illinois, doing business as First Alliance Credit Corporation. Illinois Residential Mortgage Licensee.



TELEGRAM

DISPATCH

<p>PRIORITY TRANSMISSION PREPAID</p> <p>TIME: 12:30 PM DATE: 09/02/98 RTE: ABC OPER: 027</p> <p><small>Sender's message electronically transmitted and computer processed by an authorized TELEGRAM Dispatch Transmission Center.</small></p>	<p>TO:</p> <p>NATICK, MA 01760-3324</p> 
<p>TELEGRAM DISPATCH REGISTRY AND FILE NUMBER</p> <p>15975500</p>	<p>FROM:</p> <p>FIRST ALLIANCE MORTGAGE CO. 20 WILLIAM ST. WELLESLEY, MA 02181</p>

IMPORTANT FINANCIAL MESSAGE:

FIRST ALLIANCE MORTGAGE IS PLEASED TO NOTIFY YOU THAT YOU HAVE BEEN PRE-QUALIFIED FOR UP TO \$82,500 FOR ANY PURPOSE.

IF YOU NEED TO PAY OFF BILLS, DO HOME IMPROVEMENTS OR JUST NEED EXTRA CASH, WE CAN SAVE YOU BOTH TIME AND MONEY WITH OUR NEW "72-HOUR" HOME EQUITY LOAN.

- SAVE \$500
- NO APPLICATION FEES
- NO UP-FRONT APPRAISAL FEES
- NO OUT-OF-POCKET EXPENSES
- NO PAYMENTS FOR UP TO 60 DAYS
- 72-HOUR APPROVAL
- FAST FUNDING
- LOW RATES
- LOW MONTHLY PAYMENTS
- TAX SAVING BENEFITS

PLUS, WE CAN START YOUR LOAN RIGHT OVER THE PHONE, APPROVE YOUR LOAN IN JUST "72-HOURS" AND PUT THE MONEY IN YOUR HANDS IN 10 WORKING DAYS OR SOONER UPON REQUEST.

DON'T DELAY... CALL NOW AND SIMPLY TELL US HOW MUCH MONEY YOU NEED... YOU'LL SAVE HUNDREDS OF DOLLARS AND HAVE NO PAYMENTS FOR UP TO 60 DAYS.

IN NATICK CALL TOLL FREE 1-800-695-6900. MON THRU FRI 8AM-8PM, SAT 9AM-3PM. ASK FOR HOWARD COLEMAN, MANAGER OF PREFERRED ACCOUNTS.

A 036788

WE WILL GLADLY ANSWER ANY QUESTIONS YOU MAY HAVE.

5CBCC883

Tracking #: 09080677

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TELEPHONE REPLY REQUESTED

CALL NOW! 1-800-695-6900