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16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18 WESTERN DIVISION

19  
20 Consumer Financial Protection Bureau,

Case No.

21 Plaintiff,

**COMPLAINT FOR  
INJUNCTIVE RELIEF,  
RESTITUTION,  
DISGORGEMENT, DAMAGES,  
AND CIVIL MONEY  
PENALTIES**

22 v.

23 Daniel A. Rosen, Inc., d/b/a Credit Repair  
24 Cloud, and Daniel Rosen,

25 Defendants.  
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1 **Introduction**

2 1. The Consumer Financial Protection Bureau (“Bureau”) brings this action  
3 against Daniel A. Rosen, Inc. d/b/a Credit Repair Cloud (“Credit Repair Cloud” or  
4 “CRC”) and Daniel Rosen under the Telemarketing and Consumer Fraud and Abuse  
5 Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6102(c), 6105(d); the Telemarketing  
6 Sales Rule (“TSR”), 16 C.F.R. pt. 310; and the Consumer Financial Protection Act of  
7 2010 (“CFPA”), 12 U.S.C. §§ 5536(a), 5564, 5565. This Court has subject-matter  
8 jurisdiction over this action because it is brought under federal consumer financial law,  
9 12 U.S.C. § 5565(a)(1), presents a federal question, 28 U.S.C. § 1331, and is brought by  
10 an agency of the United States, 28 U.S.C. § 1345.

11 2. Defendants Credit Repair Cloud and Daniel Rosen have provided substantial  
12 assistance or support to credit-repair businesses charging unlawful advance fees to  
13 consumers in violation of the TSR.

14 3. The Bureau brings this action to stop Defendants’ unlawful conduct, obtain  
15 relief for harmed consumers from Defendants, disgorge Defendants’ unjust gains, and  
16 impose civil money penalties on Defendants for their unlawful actions.

17 **Venue**

18 4. Venue is proper in this district because each Defendant is located, resides, or  
19 does business in this District. 12 U.S.C. § 5564(f).

20 **Parties**

21 5. The Bureau is an independent agency of the United States created by the  
22 CFPA. 12 U.S.C. § 5491(a). It has independent litigating authority and may secure  
23 appropriate relief for violations of the CFPA, 12 U.S.C. § 5564(a)-(b), and for violations  
24 of the TSR with respect to consumer financial products or services subject to the CFPA,  
25 15 U.S.C. §§ 6102(c), 6105(d).

26 6. Credit Repair Cloud is a privately owned California corporation that  
27 operates out of 12517 Venice Blvd., Los Angeles, CA 90066. Since 2013, Credit Repair  
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1 Cloud has advertised, marketed, promoted, offered for sale, and sold credit-repair-  
2 business software and other tools to credit-repair businesses (“CRC Users” or “Users”)  
3 throughout the United States.

4 7. Daniel Rosen is the founder, owner, and CEO of Credit Repair Cloud. Rosen  
5 resides in Los Angeles, California.

### 6 **The TSR and Credit-Repair Services**

7 8. A credit-repair business offers or provides to consumers services represented  
8 to remove derogatory information from, or improve, a consumer’s credit history, credit  
9 record, or credit rating.

10 9. Credit-repair businesses challenge or dispute negative items that appear on  
11 consumer reports on consumers’ behalf. Such items are supposed to be removed if found  
12 to be inaccurate or incomplete, or if they cannot be verified.

13 10. The TSR prohibits credit-repair businesses that telemarket their services  
14 from requesting or receiving any fee until they have provided the consumer with  
15 documentation in the form of a consumer report from a consumer reporting agency  
16 demonstrating that the promised results have been achieved, such report having been  
17 issued more than six months after the results were achieved. 16 C.F.R. § 310.4(a)(2).

### 18 **Credit Repair Cloud’s Business Practices**

19 11. Credit Repair Cloud offers an “all-in-one solution” for people to start and  
20 run their own credit-repair businesses. Credit Repair Cloud markets and sells its services  
21 to individuals and businesses nationwide.

22 12. Credit Repair Cloud advertises that to start a credit-repair business using  
23 Credit Repair Cloud, “all you need is a computer, a phone and software.”

24 13. Credit Repair Cloud targets as clients individuals who are seeking to start  
25 their own business and advertises that “credit repair is the lowest cost & most profitable  
26 business you can launch,” and that a credit repair business is “a very affordable startup”  
27 that costs “close to nothing.”  
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1           14. Credit Repair Cloud provides CRC Users with software (the “Software”)  
2 that provides, among other things, a customer-relationship management (“CRM”) system.  
3 Through the CRM system, Users can track and organize customer details and activity,  
4 including customer names, contact information, the date they signed up for credit-repair  
5 services, and whether customers are up-to-date on their payments for credit-repair  
6 services.

7           15. The Software allows CRC Users to import and review their customers’  
8 credit reports, and the Software will automatically flag negative items on customers’  
9 credit reports for Users.

10           16. The Software contains a database of over 100 template-dispute letters that  
11 the Software will automatically pre-populate with customer information, allowing CRC  
12 Users to generate letters to mail to consumer-reporting agencies disputing information on  
13 customers’ credit reports.

14           17. The Software allows CRC Users to track whether a particular disputed item  
15 on a consumer’s credit report has been validated, whether it has been found to be  
16 inaccurate or incomplete, or whether it cannot be verified.

17           18. The Software contains template contracts for CRC Users to supply to their  
18 customers.

19           19. CRC Users can connect the Software with a third-party billing platform that  
20 allows CRC Users to easily set up monthly recurring billing for their customers.

21           20. Through the Software, CRC Users can track customer activity and key  
22 performance indicators, such as average revenue.

23           21. In addition to the Software, Credit Repair Cloud provides training programs  
24 on how to start and run a credit-repair business, as well as other resources to CRC Users,  
25 including telemarketing sales scripts, template marketing materials, and template  
26 websites.

1           22. Credit Repair Cloud makes clear on its website that the goal for CRC Users  
2 is to remove derogatory information from, or improve, their customers' credit history,  
3 credit record, or credit rating. In a section of its website entitled, "Introduction: How  
4 Does Credit Repair Work," Credit Repair Cloud lays out steps for disputing "negative  
5 items" with the three nationwide consumer reporting agencies using the template letters  
6 the company provides. The final step listed on that page is: "Over time negative items are  
7 corrected, and the consumer's score goes up! The client is thrilled and keeps paying your  
8 monthly fee!" On the same page, in response to the question, "How do successful Credit  
9 Repair companies make a profit," Credit Repair Cloud states that such companies, among  
10 other things, "Deliver what they promise."

11           23. The template marketing materials that Credit Repair Cloud provides to  
12 Users, including printable pamphlets, fliers, and business cards, make clear what those  
13 "promises" are. Those marketing materials include statements such as: "Most people can  
14 raise their credit scores by 50-100 points or more by following our program"; "Credit  
15 issues? We can help! Most credit reports contain errors that can lower your score and  
16 keep you from living the life you deserve"; and "We can get your life back, so you can ...  
17 get approved for a mortgage; get approved for your dream car; get approved for credit  
18 cards."

19           24. In addition to providing instructions and materials for Users, Credit Repair  
20 Cloud facilitates networking among Users through social media as well as through in-  
21 person gatherings. Credit Repair Cloud hosts an annual credit-repair conference, and it  
22 created a private community chat group on Facebook, through which Users solicit  
23 feedback on their websites and their advertisements, inquire about fee structures, or ask  
24 questions regarding, among other things, legal compliance issues related to credit-repair.  
25 The private group provides an opportunity for Users to ask questions to other members of  
26 the Facebook group, and Daniel Rosen participates in responding to questions.  
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1 **Role of Daniel Rosen in Credit Repair Cloud**

2 25. Rosen is the sole owner and director of Credit Repair Cloud and has  
3 managerial responsibility for the company.

4 26. Rosen controls Credit Repair Cloud’s finances, as well as the content of the  
5 Software and the Credit Repair Cloud training programs.

6 27. Rosen participates directly in the Credit Repair Cloud training programs,  
7 including teaching Credit Repair Cloud’s “Master Class” on credit repair, and he is the  
8 featured speaker on many of the training videos available to CRC Users.

9 28. Rosen writes blog posts that are posted on the Credit Repair Cloud website  
10 in which he provides advice to prospective and active CRC Users regarding, among other  
11 things, how to convert prospective customers into active paying customers and how and  
12 when to collect fees.

13 29. Rosen wrote a book about how to start and run a credit-repair business,  
14 which included template-dispute letters, and he hosts a podcast on which he has  
15 interviewed successful CRC Users. Rosen’s book and podcast are advertised on the  
16 Credit Repair Cloud website.

17 30. Rosen also sends emails directly to prospective and current CRC Users in  
18 which he, among other things, markets Credit Repair Cloud’s training programs and  
19 provides tips on how to remove items from consumers’ credit reports.

20 **CRC Users Have Been Violating the TSR**  
21 **by Telemarketing and Charging Advance Fees to Consumers**

22 31. CRC Users offer credit-repair services.

23 32. At least some, and likely many, Users are engaged in telemarketing, and  
24 therefore they are required to comply with the TSR. At least some, and likely many,  
25 Users advertise toll-free telephone numbers on their websites and on social-media  
26 websites and conduct telephone calls with consumers in more than one state to induce  
27 those consumers to purchase their credit-repair services.

1 33. Nevertheless, at least some, and likely many, such Users have been charging  
2 fees to consumers well in advance of the waiting period imposed by the TSR.  
3 Specifically, at least some, and likely many, Users charge consumers an initial fee at the  
4 time of enrollment in credit-repair services, followed by monthly recurring fees.

5 34. Therefore, such Users have been violating the TSR.

6 35. As discussed below, Credit Repair Cloud and Rosen have encouraged and  
7 facilitated both the use of telemarketing and the charging of advance fees by Users.

8 **Credit Repair Cloud and Rosen Have Encouraged**  
9 **CRC Users to Telemarket their Credit-Repair Services**

10 36. Credit Repair Cloud and Rosen have encouraged the use of telemarketing to  
11 sell credit-repair services.

12 37. For example, Credit Repair Cloud encourages CRC Users to provide their  
13 telephone number on their websites because “[s]ome people want to speak to a real  
14 person.” Also, the template websites Credit Repair Cloud provides to Users include toll-  
15 free telephone numbers and stock language instructing potential customers to call Users.  
16 And Credit Repair Cloud includes links on its website to some of its successful Users’  
17 websites, which in turn advertise toll-free telephone numbers.

18 38. Through blog posts available on the Credit Repair Cloud website, his book,  
19 and his podcast, Rosen encourages Users to conduct telephone sales calls. For instance, in  
20 a July 26, 2015 blog post on Credit Repair Cloud’s website titled “Creating a Killer Sales  
21 Script for Credit Repair Services,” Rosen provides advice regarding what to include in a  
22 successful sales call. In that post he writes: “When creating a script or training your sales  
23 representatives to communicate with prospects, especially over the phone, building in  
24 opportunities to share their passion and energy is key.”

25 39. Credit Repair Cloud and Rosen also provide Users with template sales  
26 scripts to use during telemarketing calls and give advice on how to approach and handle  
27 sales calls. They distribute such scripts, including one entitled, “The Perfect Sales Script  
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1 for Credit Repair Leads,” in Credit Repair Cloud training courses, including the Master  
2 Class course taught by Rosen.

3 **Credit Repair Cloud and Rosen Have**  
4 **Encouraged and Facilitate CRC Users’ Charging of Advance Fees**

5 40. Credit Repair Cloud and Rosen have encouraged CRC Users to charge  
6 consumers at enrollment, with monthly fees thereafter.

7 41. Credit Repair Cloud advises Users to charge an initial fee after doing “some  
8 initial document processing,” followed by monthly recurring fees. In the FAQ page on its  
9 website, in response to the question, “Can I charge upfront fees for Credit Repair,” Credit  
10 Repair Cloud states:

11 This is how all successful credit repair companies get paid: ...they import a  
12 report and send off a round of letters (about 10 mins of work) and then they  
13 charge a ‘1st work fee.’ Then every month they send off another round of  
14 letters or click to update status of items that were removed (about 5 minutes  
15 of work) and they charge a monthly fee. This is why the monthly recurring  
16 model [of charging] works so well for credit repair.

17 42. Credit Repair Cloud’s materials guide Users to charge initial fees followed  
18 by monthly recurring fees. For example, the template contracts provided by Credit Repair  
19 Cloud are prepopulated with blanks for Users to fill in amounts for the “first work” fee  
20 and the monthly fee.

21 43. And the Software integrates a billing platform that allows Users to charge an  
22 enrollment or first-work fee, as well as monthly recurring fees. Rosen encourages Users  
23 to sign up for this billing platform, which he says will “pay[] for itself in the extra  
24 revenue it collects for you.”

25 44. Neither Credit Repair Cloud nor Rosen instruct or encourage Users to wait  
26 to charge fees until after they have provided the consumer a consumer report, issued  
27 more than six months after the promised results have been achieved.  
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1 45. Credit Repair Cloud further encourages the charging of advance fees by  
2 holding out as models certain Users who employ a business model that violates the TSR.

3 46. In many of Credit Repair Cloud’s social-media postings and on its website,  
4 it advertises a Millionaire’s Club, showcasing Users who have obtained \$1 million in  
5 revenue and suggesting, through its advertisements, that new Users can also achieve the  
6 same success.

7 47. For instance, Credit Repair Cloud advertises that Users can “build [their]  
8 dream business” and “learn how to become a credit repair millionaire from industry  
9 leaders through a built-in membership community and a simple business management  
10 platform.”

11 48. Credit Repair Cloud highlights the business practices, business models, and  
12 websites of some of the Users who are members of the Millionaires Club, and such Users  
13 also discuss their business model and success at in-person gatherings. At least some of  
14 the Users who are showcased as Millionaires telemarket and charge advance fees in  
15 violation of the TSR.

16 49. Rosen himself encourages Users to charge consumers enrollment fees and  
17 monthly recurring fees, including through his blog posts available on the Credit Repair  
18 Cloud website, his book, and his podcast.

19 50. For instance, in his book, Rosen writes: “People charge in different ways:  
20 flat fee, pay per deletion, etc. But of all the methods we see, charging a one-time ‘first  
21 work’ fee followed one month later by affordable, recurring monthly payments is always  
22 the ticket to high revenue. Since each client takes less than 5 minutes of processing per  
23 month (after setup), a small reasonable monthly fee is appropriate.”

**Credit Repair Cloud's and Rosen's  
Knowledge of CRC Users' Violations of the TSR**

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3 51. Credit Repair Cloud and Rosen have known or have consciously avoided  
4 knowing that its Users were telemarketing and charging advance fees in violation of the  
5 TSR.

6 52. Through, among other things, social-media interaction, in-person  
7 networking gatherings, interviews of Users, access to information regarding Users' fee  
8 structure, and review of Users' business models, including but not limited to those of the  
9 Millionaire's Club members, Credit Repair Cloud and Rosen have been aware that Users  
10 were actually engaging in those practices.

11 53. Credit Repair Cloud employees have been aware that Users conduct  
12 telephone sales calls with consumers in more than one state. For example, on his podcast,  
13 Rosen discussed the telemarketing tactics of a particular CRC User, which included the  
14 fact that such User was making or receiving telephone calls to sell his credit-repair  
15 services to consumers. And through their administrative access on the back-end of the  
16 Software, Rosen and Credit Repair Cloud employees who provide User support are able  
17 to see the Software from the User's perspective, including information showing that  
18 Users' customers reside in more than one state.

19 54. Credit Repair Cloud and Rosen have known or consciously avoided  
20 knowing that CRC Users charge advance fees. Through the back-end of the Software,  
21 Credit Repair Cloud employees, including Rosen, can view Users' fee structures, which  
22 are outlined in the Software for anyone enrolled in the integrated subscription billing  
23 service, as well as in Users' individual customer contracts. Credit Repair Cloud  
24 employees, including Rosen, in fact reviewed CRC Users' revenue to identify members  
25 of the Millionaire's Club.

26 55. Through the Master Class and in training materials, Credit Repair Cloud and  
27 Rosen have helped Users build their websites and provided template content for those  
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1 websites. These websites routinely include information regarding fee structure such as  
2 monthly fees and enrollment fees.

### 3 **VIOLATIONS OF THE TSR**

4 56. The Bureau is authorized to enforce the Telemarketing Act and the TSR  
5 with respect to the offering or provision of a consumer-financial product or service  
6 subject to the CFPA. 15 U.S.C. § 6105(d). A consumer-financial product or service is  
7 defined by the CFPA to include, among other things, “providing financial advisory  
8 services ... including ... credit counseling” and “collecting, analyzing, maintaining, or  
9 providing consumer report information, including information relating to the credit  
10 history of consumers.” 12 U.S.C. § 5481(15)(A)(viii), (ix).

11 57. The TSR defines a “seller” as “any person who, in connection with a  
12 telemarketing transaction, provides, offers to provide, or arranges for others to provide  
13 goods or services to the customer in exchange for consideration.” 16 C.F.R. § 310.2(dd).

14 58. The TSR defines a “telemarketer” as “any person who, in connection with  
15 telemarketing, initiates or receives telephone calls to or from a customer....” 16 C.F.R.  
16 § 310.2(ff).

17 59. The TSR defines “telemarketing” in relevant part as “a plan, program, or  
18 campaign which is conducted to induce the purchase of goods or services ... by use of  
19 one or more telephones and which involves more than one interstate telephone call.” 16  
20 C.F.R. § 310.2(gg).

21 60. Many CRC Users are engaged in “telemarketing” because they engaged in a  
22 plan, program, or campaign through which they made telephone calls to, or received  
23 telephone calls from, consumers in more than one state to induce those consumers to  
24 purchase credit-repair services. 16 C.F.R. § 310.2(gg).

25 61. Many CRC Users are “sellers” under the TSR because, in connection with  
26 telemarketing transactions, they are persons who provide, offer to provide, or arrange for  
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1 others to provide goods or services to consumers in exchange for consideration. 16  
2 C.F.R. § 310.2(dd).

3 62. Many CRC Users are “telemarketers” under the TSR because they are  
4 persons who, in connection with telemarketing, initiate or receive telephone calls to or  
5 from consumers residing in more than one state. 16 C.F.R. § 310.2(ff), (gg).

6 63. It is an abusive telemarketing act or practice and a violation of the TSR for  
7 any seller or telemarketer to request or receive payment of any fee or consideration for  
8 goods or services represented to remove derogatory information from, or improve, a  
9 person’s credit history, credit record, or credit rating, until:

- 10 a. the timeframe in which the seller has represented that all of the goods or  
11 services will be provided to that person has expired; and  
12 b. the seller has provided the person with documentation in the form of a  
13 consumer report from a consumer reporting agency demonstrating that  
14 the promised results have been achieved, such report having been issued  
15 more than six months after the results were achieved.

16 16 C.F.R. § 310.4(a)(2).

17 64. CRC Users have made representations to consumers that their credit-repair  
18 services would remove derogatory information from, or improve, the consumers’ credit  
19 histories, credit record, or credit rating.

20 65. CRC Users have routinely requested and received payment of a fee or  
21 consideration for their credit-repair services before:

- 22 a. the timeframe in which they represented that all of the goods or services  
23 would be provided to consumers has expired; and  
24 b. they provided consumers with documentation in the form of a consumer  
25 report from a consumer reporting agency demonstrating that the  
26 promised results have been achieved, such report having been issued  
27 more than six months after the results were achieved.

**Count I**

*Violations of the TSR by Credit Repair Cloud and Rosen*

66. The Bureau re-alleges and incorporates by reference paragraphs 1–65.

67. The TSR prohibits any person from providing substantial assistance or support to any seller or telemarketer when that person knows or consciously avoids knowing that the seller or telemarketer is engaged in any act or practice that constitutes deceptive or abusive conduct under the TSR. 16 C.F.R. § 310.3(b).

68. Credit Repair Cloud is a person under the TSR. 16 C.F.R. § 310.2(y).

69. Credit Repair Cloud has provided substantial assistance or support to CRC Users by, among other things, providing CRC Users with telemarketing scripts; template marketing materials; training on credit repair; advice on how and when to collect fees; and the Software, which automatically flags negative items on consumers’ credit reports, generates pre-populated dispute letters, integrates with other companies’ subscription-billing systems to facilitate the collection of advance fees, and includes a CRM system.

70. Credit Repair Cloud has known or consciously avoided knowing that CRC Users were engaged in telemarketing and were requesting and receiving fees from consumers for credit-repair services before providing consumers with documentation in the form of a consumer report from a consumer-reporting agency demonstrating that the promised results have been achieved, such report having been issued more than six months after the results were achieved, in violation of the TSR. 16 C.F.R. § 310.4(a)(2).

71. Rosen has participated directly in Credit Repair Cloud’s provision of substantial assistance or support to CRC Users.

72. Rosen, as the owner and CEO of Credit Repair Cloud, has had the authority to control, and he has controlled, Credit Repair Cloud’s provision of substantial assistance or support to CRC Users.

1 73. Rosen has known or has been recklessly indifferent to the fact that Credit  
2 Repair Cloud has been providing substantial assistance or support to CRC Users in  
3 violation of the TSR.

4 74. Therefore, Credit Repair Cloud and Rosen have violated the TSR's ban on  
5 assisting and facilitating others' violations of that rule. 16 C.F.R. § 310.3(b).

6 **Count II**

7 *Violations of the TSR by Rosen*

8 75. The Bureau re-alleges and incorporates by reference paragraphs 1–65.

9 76. The TSR prohibits any person from providing substantial assistance or  
10 support to any seller or telemarketer when that person knows or consciously avoids  
11 knowing that the seller or telemarketer is engaged in any act or practice that constitutes  
12 deceptive or abusive conduct under the TSR. 16 C.F.R. § 310.3(b).

13 77. Rosen is a person under the TSR. 16 C.F.R. § 310.2(y).

14 78. Rosen has provided substantial assistance or support to CRC Users by,  
15 among other things, conducting training on how to use the Software, how to convert  
16 prospective customers to paying customers, and how much to charge customers; emailing  
17 CRC Users with tips on how to remove items from consumers' credit reports; and  
18 providing CRC Users with telemarketing scripts and advice on how and when to collect  
19 fees.

20 79. Rosen has known or consciously avoided knowing that CRC Users were  
21 engaged in telemarketing and were requesting and receiving fees from consumers for  
22 credit-repair services before providing consumers with documentation in the form of a  
23 consumer report from a consumer reporting agency demonstrating that the promised  
24 results have been achieved, such report having been issued more than six months after the  
25 results were achieved violates the TSR. 16 C.F.R. § 310.4(a)(2).

26 80. Therefore, Rosen has violated the TSR's ban on assisting and facilitating  
27 others' violations of that rule. 16 C.F.R. § 310.3(b).

**VIOLATIONS OF THE CFPA**

**Count III**

*Violations of the CFPA by Credit Repair Cloud and Rosen*

81. The Bureau re-alleges and incorporates by reference paragraphs 1–65.

82. Section 1036(a)(1)(A) of the CFPA provides that it is “unlawful for any covered person or service provider to offer or provide to a consumer a financial product or service not in conformity with Federal consumer financial law, or otherwise commit any act or omission in violation of a Federal consumer financial law.” 12 U.S.C. § 5536(a)(1)(A).

83. Under the CFPA, the term “service provider” means “any person that provides a material service to a covered person in connection with the offering or provision by such covered person of a consumer financial product or service.” 12 U.S.C. § 5481(26).

84. CRC Users are “covered persons” under 12 U.S.C. § 5481(6)(A) because they offer or provide a consumer-financial product or service for use by consumers primarily for personal, family, or household purposes. The services offered or provided by CRC Users consist of financial-advisory services, including credit counseling, and “collecting, analyzing, maintaining, or providing consumer report information or other account information, including information relating to the credit history of consumers ....” 12 U.S.C. § 5481(15)(A)(viii), (ix).

85. Credit Repair Cloud and Rosen are “service providers” under 12 U.S.C. § 5481(26) because they participate in designing, operating, or maintaining CRC Users’ provision of credit-repair services, and they therefore provide a material service to CRC Users.

86. The TSR is a federal consumer-financial law, as defined by the CFPA. 12 U.S.C § 5481(14); 15 U.S.C § 6105(d).

1           87. Therefore, Credit Repair Cloud’s and Rosen’s violations of the TSR,  
2 described in Counts I and II, constitute violations of section 1036(a)(1)(A) of the CFPA.  
3 12 U.S.C. § 5536(a)(1)(A).

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**DEMAND FOR RELIEF**

WHEREFORE, the Bureau requests, under 12 U.S.C. § 5565, that the Court:

- a. impose appropriate injunctive relief against Credit Repair Cloud and Rosen for their violations of the TSR and the CFPA;
- b. grant additional injunctive relief as the Court may deem to be just and proper;
- c. award monetary relief against Defendants, including but not limited to the refund of monies paid, restitution, disgorgement or compensation for unjust enrichment, and payment of damages;
- d. award the Bureau civil money penalties;
- e. award the Bureau the costs of bringing this action; and
- f. award such other and additional relief as the Court may determine to be just and proper.

Dated: September 20, 2021

Respectfully submitted,

/s/ Leanne E. Hartmann

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