

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
Miami Division

**Case Number: 16-21843-CIV-MORENO**

FEDERAL TRADE COMMISSION and THE  
STATE OF FLORIDA,

Plaintiffs,

vs.

STUDENT AID CENTER, INC., RAMIRO  
FERNANDEZ-MORIS, and DAMIEN  
ALVAREZ,

Defendants.

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**JUDGMENT AND ORDER FOR PERMANENT INJUNCTION AND OTHER  
EQUITABLE RELIEF AS TO DEFENDANT RAMIRO FERNANDEZ-MORIS**

On May 23, 2016, Plaintiffs Federal Trade Commission and Office of the Attorney General, State of Florida, Department of Legal Affairs, filed a Complaint for Permanent Injunction and Other Equitable Relief against Defendants Student Aid Center, Inc., Ramiro Fernandez-Moris, and Damien Alvarez. The Complaint alleges that Defendants engaged in unfair or deceptive acts or practices in violation of Section 5(a) of the Federal Trade Commission Act, the Telemarketing Sales Rule, and the Florida Deceptive and Unfair Trade Practices Act. Defendant Fernandez-Moris was served with the summons and the Complaint and filed his answer with the Court.

Plaintiffs filed motions for summary judgment against Defendant Fernandez-Moris on August 4, 2017. Defendant Fernandez-Moris' responses were due on August 18, 2017, but he failed to file responses or show cause why the motions should not be granted by default. The Court granted summary judgment against Defendant Fernandez-Moris in favor of Plaintiffs on

August 31, 2017, and found Defendant Fernandez-Moris liable for violations of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a); Sections 310.4(a)(5)(i), 310.3(a)(2)(x), and 310.3(a)(1)(viii)(C) of the Telemarketing Sales Rule; and Sections 501.204(1) and 817.802(1) of the Florida Deceptive and Unfair Trade Practices Act, in connection with the advertising, marketing, promoting, offering for sale, or sale of student loan debt relief services. Accordingly, it is

**ADJUDGED** that Defendant Fernandez-Moris is liable for injunctive relief under Section 5 of the Federal Trade Commission Act and under Section 501.204(1) of the Florida Deceptive and Unfair Trade Practices Act. Defendant Fernandez-Moris and his co-defendants have received Thirty-Five Million, Three Hundred Thirty-Two Thousand, Four Hundred Thirty-Eight Dollars (\$35,332,438) from the conduct alleged in Plaintiffs' Complaint. Thus, Plaintiffs are entitled to equitable monetary relief against Defendant Fernandez-Moris in the amount of \$35,332,438. It is further

**ORDERED** that Defendant Fernandez-Moris is permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promoting, offering for sale, or selling of any secured or unsecured debt relief product or service. It is further

**ORDERED** that Defendant Fernandez-Moris, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any financial product or service, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- A. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;
- B. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; public, non-profit, or other non-commercial program; or any other program;
- C. The nature, expertise, position, or job title of any person who provides any product, service, plan, or program;
- D. The person who will provide any product, service, plan, or program to any consumer;
- E. That any person providing a testimonial has purchased, received, or used the product, service, plan, or program;
- F. That the experience represented in a testimonial of the product, service, plan, or program represents the person's actual experience resulting from the use of the product, service, plan, or program under the circumstances depicted in the advertisement; or
- G. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

It is further

**ORDERED** that Defendant Fernandez-Moris, his officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive

actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or selling of any financial product or service, are permanently restrained and enjoined from making any representation or assisting others in making any representation, expressly or by implication, about the benefits, performance, or efficacy of any product or service, unless the representation is non misleading, and, at the time such representation is made, Defendant Moris possesses and relies upon competent and reliable evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

The Court retains jurisdiction for purposes of construction, modification, and enforcement of this Order.

DONE AND ORDERED in Chambers at Miami, Florida, this 18<sup>th</sup> of October 2017.

  
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FEDERICO A. MORENO  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel of Record

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