

Complaint

121 F.T.C.

IN THE MATTER OF

BRIAN CORYAT

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT

Docket C-3666. Complaint, June 10, 1996--Decision, June 10, 1996

This consent order prohibits, among other things, a California individual doing business as Enterprising Solutions from misrepresenting any credit repair product, credit reporting remedy or the ability to remove adverse information in any credit report. In addition, the consent order prohibits the respondent from misrepresenting profits, earnings, income, or sales from such business opportunity.

Appearances

For the Commission: *Nicholas Franczyk, C. Steven Baker and Charulata Pager.*

For the respondent: *Pro se.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Brian Coryat, individually and doing business as Enterprising Solutions ("respondent"), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, alleges:

PARAGRAPH 1. Respondent Brian Coryat is an individual doing business as Enterprising Solutions. His principal office or place of business is located at 6 Harbor Way, Suite 194, Santa Barbara, California.

PAR. 2. Respondent is engaged in the advertising, promotion, offering for sale, sale, and distribution of various products, including, but not limited to, The Credit Repair Kit, and business opportunities, including, but not limited to, the Credit Repair Agency business opportunity, to the public.

PAR. 3. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.

THE CREDIT REPAIR KIT

PAR. 4. Respondent has disseminated or has caused to be disseminated advertisements, including advertisements through the Internet, for "The Credit Repair Kit." These advertisements include, but are not necessarily limited to, the attached Exhibit 1, which states, in part:

Get the credit you deserve NOW!

* * *

The Credit Repair Kit contains over 90 pages of hard to find credit repair information. Information that, when yours, will allow you to change any credit report to reflect an excellent credit history.

* * *

Use proven techniques to permanently erase negative information contained on your credit report.

* * *

Explanations and step-by-step instructions of 7 proven techniques of deleting negative information from your credit report.

* * *

Using our proven techniques, you will now be able to erase;

Late payments	Repossessions
Non-payments	Judgements
Charge-offs	and even Bankruptcy!
Liens	

* * *

Once you have these secrets, you will have the credit you deserve regardless of your past credit experience. Bankruptcies, liens, repossessions, and late payment histories Gone!

PAR. 5. Through the use of the statements contained in the advertisements referred to in paragraph four, including but not necessarily limited to the advertisement attached as Exhibit 1, respondent has represented, directly or by implication, that consumers can remove bankruptcies, judgments, liens, repossessions, late payments, and other adverse items of information from their credit reports even where such information is accurate and not obsolete.

PAR. 6. In truth and in fact, most consumers cannot remove bankruptcies, judgments, liens, repossessions, late payments, and other adverse items of information from their credit reports where such information is accurate and not obsolete. Therefore, the representation set forth in paragraph five was, and is, false and misleading.

THE CREDIT REPAIR AGENCY BUSINESS OPPORTUNITY

PAR. 7. Respondent has disseminated or has caused to be disseminated advertisements, including advertisements through the Internet, for the Credit Repair Agency business opportunity. These advertisements include, but are not necessarily limited to, the attached Exhibit 2, which states, in part:

Start Your Own Credit Counseling, Credit Repair Agency!

* * *

Step-by-easy-step instructions teach you exactly how to remove errors, and even true negative items from any credit report. The going rate for this service is anywhere from \$350 to \$1000! Something you can do in 5 to 6 hours! You can earn over \$1000 a day for this service alone!

PAR. 8. Through the use of the statements contained in the advertisements referred to in paragraph seven, including but not necessarily limited to the advertisement attached as Exhibit 2, respondent has represented, directly or by implication, that the amount of money represented by these statements is representative, or typical, of what individuals who purchase the Credit Repair Agency business opportunity will generally achieve.

PAR. 9. In truth and in fact, the amount of money represented by these statements is not representative, or typical, of what individuals who purchase the Credit Repair Agency business opportunity will generally achieve. Therefore, the representation set forth in paragraph eight was, and is, false and misleading.

PAR. 10. Through the use of the statements contained in the advertisements referred to in paragraph seven, including but not necessarily limited to the advertisement attached as Exhibit 2, respondent has represented, directly or by implication, that at the time he made the representation set forth in paragraph eight, respondent possessed and relied upon a reasonable basis that substantiated such representation.

PAR. 11. In truth and in fact, at the time he made the representation set forth in paragraph eight, respondent did not possess and rely upon a reasonable basis that substantiated such representations. Therefore, the representation set forth in paragraph ten was, and is, false and misleading.

PAR. 12. The acts and practices of respondent as alleged in this complaint constitute unfair or deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

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EXHIBIT 1

The Credit Repair Kit**Get the credit you deserve NOW!**

Everyone knows that in society today, credit is sometimes even better than cash, in fact, just a simple Visa or MasterCard can mean:

- Always having "money" in your pocket.
- A pre-approved cash loan any time you want it.
- Quick pre-approval for travel reservations, car rentals, and check cashing.

That's just a credit card. Now an A-1 credit rating can be an even more powerful tool, and when used properly, even help to fulfill your dreams! After all, most real estate millionaires and business tycoons would still be worse off if they didn't have good credit when they needed it. Once you have these credit repair secrets, you will have credit you deserve regardless of your past credit experience.

Best of all, you'll never need to discuss anything in person or over the telephone. All communication is strictly by mail. And only one letter per week will repair most bad credit reports in less than 60 days, sometimes in less than 30 days! For even faster results, you may prefer to write all of the letters in just one evening. The choice is yours!

How can a simple letter erase bad marks from your credit report? Basically, each letter that you mail references a specific section, subsection, and paragraph of the Federal Law, a law that all credit bureaus MUST comply with! These Federal Laws are the "loopholes" that credit repair agencies have used to clear bad credit for thousands of consumers just like yourself. But you won't have to pay upwards of \$2000.00 to have your credit cleared. Because you'll do it yourself. Absolutely everything you need comes included in The Credit Repair Kit!

The Credit Repair Kit includes over a dozen sample letters. A letter for each conceivable credit problem. Each letter quotes a specific Federal Law. Just copy the letter that applies, and send it in the mail. That simple! (The credit bureaus won't have a legal leg to stand on when you use the Federal Law in your favor!)

Change "CREDIT DENIED" to "CREDIT APPROVED" in 30 days or less. GUARANTEE

That's right! Whether you've never had credit, or if your credit has been damaged in the past, just by following our simple step-by-step credit repair instructions, in just one month you will qualify for credit at any major bank or financial institution. They will not only approve your loan or major credit card request, but they will likely let you your own credit limit. (In fact, they will often contact you first, offering you pre-approved credit cards and pre-approved loan amounts!)

The Credit Repair Kit contains over 90 pages of hard to find credit repair information. Information that, when you will allow you to change any credit report to reflect an excellent credit history. (If your credit report is anything less than outstanding, you need this manual.)

Easy Step-by-Step Instructions

EXHIBIT 1

The Credit Repair Kit will take you by the hand and guide you through the step-by-step process proven to change

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EXHIBIT 1

you and your family. Always there, if and when you need it.

It may never again be this easy to clean up your credit, and you never know when you might need it.

This is your opportunity for total financial acceptance Order today, as orders are shipped on a first come, first served basis.

Sincerely yours,
Brian Coryat
President
Home Business Solutions

P. S. The Credit Repair Kit includes ALL known techniques of credit repair, updated at least once a year with the most current information.

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EXHIBIT 1

If I gave you step-by-step instructions how to erase all of your credit problems quickly and easily,... Would you be willing to spend just a few minutes of your time to accomplish it?

Everyone knows that in America today, credit is sometimes better than cash, in fact, just a simple Visa or MasterCard can mean;

Always having "money" in your pocket.

A pre-approved cash loan anytime you want it

Quick pre-approval for hotels, car rentals, and check cashing

That's just a credit card. Now an A-1 credit report can be an extremely powerful tool, and when used properly, it can even help you to fulfill your dreams

After all, the real estate millionaires, would still be working 9-5 if they didn't have the good credit necessary to get real-estate when the time was right

And how about the people driving the newer cars and living in the nicer homes, they also used credit for the power tool that it can be... The same powerful tool will be yours if you are willing to spend just a few minutes a week. That's right! Just by mailing one letter a week, good credit is yours!

The Credit Repair Kit contains ninety 8 1/2" x 11" wire bound pages of extremely hard to find, valuable credit repair information. Information that will allow you to take full advantage of little known credit repair secrets. Secrets previously used by thousands to erase bad credit

Once you have these secrets, you will have the credit you deserve regardless of your past credit experience. Bankruptcies, liens, repossessions, and late payment histories ... Gone!

Best of all, you never have to discuss anything in person or over the telephone. All communication is accomplished through the mail. And only one letter a week will repair most bad credit reports in less than 60 days, sometimes in less than 2 weeks! For even faster results, you may prefer to mail all of the letters in just one evening. The choice is yours!

How can a simple letter erase bad marks from your credit report?

Basically, each letter that you mail references a specific section, subsection, and paragraph of the Federal Law, a Law that the credit bureaus MUST conform with. These Federal Laws are the 'loopholes' that credit repair agencies have used to clear bad credit for thousands of consumers like yourself. But you won't have to pay upwards of \$2000.00 to have your credit cleared. Because you'll do it yourself. Absolutely everything you need comes included in The Credit Repair Kit.

The Credit Repair Kit includes 13 sample letters. A letter for each conceivable credit problem. Each letter quotes a specific Federal Law (For example, "In accordance with Public Law 90-321, Title 4, Section 611, Subsection (a), I hereby petition.....")

Just copy the letter that applies, and send it in the mail. That simple! Also, the Credit Repair Kit is wire-o Bound to allow easy reading, and easy copying of the sample letters.

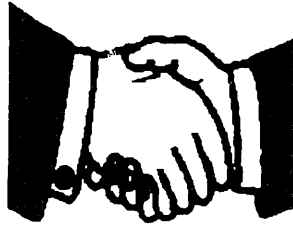
The credit bureaus won't have a legal leg to stand on when you use the Federal Law in your favor!

As President of this company, I assure you that you will be totally satisfied with The Credit Repair Kit. Of course I'm backing that up with an UNCONDITIONAL 100% MONEY BACK GUARANTEE.

When you receive The Credit Repair Kit you will immediately see how easy it is to clean your credit, and if you're like most people, you will practically run to the mailbox with your first outgoing letter. Soon after ... you may find yourself buying something that you've wanted for a long time. Will it be a new car, a boat, or perhaps the home of your dreams?

EXHIBIT 1

ACT NOW! This is your opportunity for total financial acceptance!



For more information, click [HERE](#).

Stock # CRK 21-1

The Credit Repair Kit \$24.95

For ordering information, click [HERE](#).

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EXHIBIT 1

Step 1 Use proven techniques to permanently erase negative information contained on your credit report.
 Step 2 Utilize the credit rebuilding system to add positive marks to your credit report thereby indicating you be in excellent credit standing.

Take a look at the features of The Credit Repair Kit

Explanations and step-by-step instructions of 7 proven techniques of deleting negative information from your credit report.
 Step-by-step instructions on how to rebuild a positive credit profile, qualifying you for credit at any bank or financial institution.
 Major credit card sources, that allow you to obtain major credit cards regardless of your past credit history. YOU set your own credit limit.
 Instructions how to obtain FREE copies of your credit report from the three largest credit bureaus in the United States, TRW, TransUnion, and Equifax.
 A complete copy of The Fair Credit Reporting Act, allowing you to use this important Federal Law to your favor to delete negative information from your credit report.
 Easy qualify major credit card sources.

Using our proven techniques, you will now be able to erase:

Late payments
 Non-payments
 Charge-offs
 Liens
 Repossessions
 Judgements
 and even Bankruptcy!

All the tools and techniques included in The Credit Repair Kit are 100% LEGAL and 100% PROVEN!

When you receive The Credit Repair Kit you will immediately see how easy it is to clean your credit, and if you're like most people, you will practically run to the mailbox with your first outgoing letter. Soon after you may find yourself buying something you've been wanting for a long time. Will it be a new car, a boat, or perhaps the home of your dreams? Even if you don't want to buy anything, just think of the extra security and peace of mind for you and your family!

IMPORTANT NOTICE

More than thirteen states have recently settled a law suit against TRW, the largest credit bureau, in Federal Court. The charges were brought about due to the enormous amount of errors found on the credit reports that they provide. In the settlement, TRW has begun a consumer awareness campaign, and has also indicated to the Attorney General that antiquated and ineffective reporting procedures will be revised to better insure accurate credit reporting. IT HAS NEVER BEEN EASIER TO ERASE NEGATIVE MARKS FROM YOUR CREDIT REPORT! Because the credit bureaus are currently under the constant pressure to reduce the amount of complaints by consumers, RIGHT NOW is probably the easiest time ever to clear negative marks from your credit report. However, TIME IS RUNNING OUT! When the credit bureaus rid themselves of their present ineffective procedures, they are very likely to also rid themselves of loopholes. Loopholes that have allowed thousands of consumers like yourself to erase bad credit. It may never again be this easy to clean up your credit!

Start Your Own Credit Counseling, Credit Repair Agency!

According to a recent government study, one out of every 4 people have negative marks on their credit report that could cause denial of credit. Another ten thousand or more people are turned down for a major credit card daily!

You can help these people! And you can make a great living doing it. By offering some basic financial services, you will be helping people in your community deal with their credit related problems. In this comprehensive course, instructions teach you exactly how to remove errors, and even true negative items from any credit report. The going rate for this service is anywhere from \$350 to \$1000! Something you can do in 5 to 6 hours! You can earn over \$1000 a day for this service alone!

Besides credit repair, you'll also offer your clients many other needed services such as debt consolidation, secured credit cards, budget analysis, and legal protection from their bill collectors. This huge manual will teach you absolutely everything you need to know in it you'll learn:

Over 7 proven techniques of removing negative items from a credit report.
 Sources for major credit cards that have 98%+ approval rates.
 A "magic" letter that can stop bill collectors cold!
 How to set up your own credit services office.
 All the legalities you need to know to start a home business.
 And so much more!

When you receive this huge three ring binder, exploding with the credit repair secrets that have made many a credit repair agent rich, you can start your journey towards financial freedom! Making a kings ransom, by helping people! What better way could their be to earn a living and get rich.

Thousands of people are making quite a nice living in this business, now it's your turn. Remember, you have nothing to lose, only to gain!

Stock # CRA17-2

For ordering information, click [HERE](#).

Credit Repair Agency \$49.95

BRIAN CORYAT

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EXHIBIT 2

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Chicago Regional Office proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violation of the Federal Trade Commission Act; and

The respondent and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondent of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that the law has been violated as alleged in such complaint, or that the facts as alleged in such complaint, other than jurisdictional facts, are true and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondent has violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, and no comments having been filed thereafter by interested parties pursuant to Section 2.34 of its Rules, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent Brian Coryat is an individual doing business as Enterprising Solutions with his principal office or place of business at 6 Harbor Way, Suite 194, Santa Barbara, California.

2. The acts and practices of the respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act.

3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

DEFINITIONS

1. "*Credit report*" means any written, oral, or other communication of information by a consumer reporting agency bearing on a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living that is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for credit.

2. "*Credit repair product*" means any product or service to improve a person's credit report by removing adverse information appearing therein, changing the rating of such information from negative to positive, or otherwise enhancing the person's credit report.

I.

It is ordered, That respondent Brian Coryat, his agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of any credit repair product, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from misrepresenting, either directly or indirectly, in writing, via a computer communications network, or by any other means, any right or remedy available under the Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.*, including, but not limited to, the ability to remove adverse information in any credit report.

II.

It is further ordered, That respondent Brian Coryat, his agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of the Credit Repair Agency business opportunity, or any other business opportunity, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist

from misrepresenting, in any manner, the past, present, or future profits, earnings, income, or sales from such business opportunity.

III.

It is further ordered, That respondent Brian Coryat, his agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of the Credit Repair Agency business opportunity, or any other business opportunity, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, in any manner, the past, present, or future profits, earnings, income, or sales from such business opportunity, unless at the time of making such representation respondent possesses and relies upon competent and reliable evidence that substantiates the representation.

IV.

It is further ordered, That for five (5) years after the last date of dissemination of any representation covered by this order, respondent, or his successors and assigns, shall maintain and upon request make available to the Federal Trade Commission for inspection and copying:

A. All materials that were relied upon in disseminating such representation; and

B. All tests, reports, studies, surveys, demonstrations, or other evidence in his possession or control that contradict, qualify, or call into question such representation, or the basis relied upon for such representation, including complaints from consumers.

V.

It is further ordered, That respondent shall:

A. Within thirty (30) days from the effective date of this order deliver a copy of this order to each of his officers, agents, representatives, and employees who are engaged in the preparation

or placement of advertisements, promotional materials or other such sales materials covered by this order.

B. For a period of ten (10) years from the effective date of this order deliver a copy of this order to each of his future officers, agents, representatives, and employees who are engaged in the preparation or placement of advertisements, promotional materials or other such sales materials covered by this order, within three (3) days after the person assumes such position.

VI.

It is further ordered, That from the date this order becomes final, respondent shall notify the Commission within thirty (30) days of the discontinuance of his present business or employment and of each affiliation with a new business or employment. Each notice of affiliation with any new business or employment shall include his new business address and telephone number, current home address, and a statement describing the nature of the business or employment and the duties and responsibilities.

VII.

It is further ordered, That within sixty (60) days after service of this order, and at such other times as the Commission may require, respondent shall file with the Commission a report, in writing, setting forth in detail the manner and form in which he has complied with this order.

VIII.

This order will terminate on June 10, 2016, or twenty years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

A. Any paragraph in this order that terminates in less than twenty years;

B. This order's application to any respondent that is not named as a defendant in such complaint; and

C. This order if such complaint is filed after the order has terminated pursuant to this paragraph.

Provided further, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this paragraph as though the complaint was never filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

IN THE MATTER OF

MARTHA CLARK

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3667. Complaint, June 10, 1996--Decision, June 10, 1996*

This consent order prohibits, among other things, a New York-based individual doing business as Simplex Services from misrepresenting, in advertisements -- via a computer communications network, or by any other means -- for a credit repair product, any right or remedy available under the Fair Credit Reporting Act, including the ability to remove adverse information in any credit report, and the legality of any credit repair product.

Appearances

For the Commission: *Nicholas Franczyk, C. Steven Baker and Charulata Pager.*

For the respondent: *Michael Flaum, Albany, N.Y.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Martha Clark, individually and doing business as Simplex Services ("respondent"), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, alleges:

PARAGRAPH 1. Respondent Martha Clark is an individual doing business as Simplex Services. Her principal office or place of business is located at 135 Kipp U., P.O. Box 36, Niverville, New York.

PAR. 2. Respondent is engaged in the advertising, promotion, offering for sale, sale, and distribution of the Guaranteed Credit Doctor credit repair product to the public.

PAR. 3. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.