

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.

PAR. 4. Respondent has disseminated or has caused to be disseminated advertisements, including advertisements through the Internet, for the Guaranteed Credit Doctor credit repair product. These advertisements include, but are not necessarily limited to, the attached Exhibit 1, which states, in part:

Guaranteed Credit Repair

* * *

The "GUARANTEED CREDIT DOCTOR" is a very unique program designed to enable ANYONE to remove unwanted items from their credit report.

* * *

Not only will you learn how to remove unwanted items from your credit file -- you will also learn step-by-step how to establish a truly rock solid AA credit rating!

* * *

You will learn exactly, step-by-step:

How to remove derogatory information from your credit file at all major credit bureaus ...

How to remove judgments, including BANKRUPTCY from your credit file!

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, foreclosures, 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, foreclosures, 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.

PAR. 7. 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.

Guaranteed Credit Repair

**"Learn how to establish a rock-solid (AAA) credit rating in 90 days or less. . .
REGARDLESS of your current situation!"**

Thousands of credit repair agencies have sprung up all over the country in the past years, cashing in on the exploding demand for 'credit repair' offering high priced and many times ineffective services to a desperate public. Most people with serious credit problems cannot afford the services of these agencies in the first place . . .

Now, finally and for the first time you can take charge of your credit rating and 'effectively' remove negative information from your credit report **YOURSELF**, without having to pay big bucks to one of the few qualified agencies or even more expensive attorneys specializing in credit repair and cleanup!

WE GUARANTEE RESULTS, and if you follow the simple step-by-step instructions you **ABSOLUTELY WILL** be able to repair your credit rating and much more!

You finally will be able to get that new car, a new house or a major credit card, regardless of your current credit rating!

BUT WE DON'T STOP THERE!

Not only will you learn how to remove unwanted items from your credit file -- you will also learn step-by-step how to establish a truly rock solid AAA credit rating!

**AFTER ALL, YOU DON'T WANT TO BE STUCK WITH 'NO CREDIT'
AFTER GETTING RID OF YOUR BAD CREDIT!**

You would probably expect to pay a lot of money for this type of information, let alone the software. It is our mission to help you on your road to financial recovery, NOT TO RIP YOU OFF -- therefore we are making the "GUARANTEED CREDIT DOCTOR" available at an unbelievable price! The cost of this program is only \$35.00 (plus \$4 s&h), covered by a 90 day MONEY BACK GUARANTEE. You really have nothing to lose!

You will learn exactly, step-by-step:

How to remove derogatory information from your credit file at all ~~ma~~ major credit bureaus. (Yes, there are several and they share information. You MUST have corrections made to files at all major bureaus.)

How to remove judgements, including BANKRUPTCY from your credit file!

How to re-establish your credit rating, building a rock solid rating in 90 days or less!

How and where to get a major credit card, GUARANTEED and without having to pay an 'application fee' or some other silly nonsense!

You also receive professional credit repair software that not only guides you through the entire process, but also...

...composes and prints all necessary forms, letters, demands, etc. for you. All you do is enter your personal information and push a button.....!

**THE INFORMATION AND SOFTWARE PACKAGE ARE SO POWERFUL
THAT YOU QUITE LITERALLY COULD SET UP SHOP AND BECOME A
CREDIT REPAIR SPECIALIST YOURSELF!**

Do you know anyone that has credit problems? Most of us do!

This is your chance to reclaim the privileges available to those with impeccable credit! To order your copy of the "GUARANTEED CREDIT DOCTOR," choose from the buttons below....

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Simplex Services

Providing innovative products & services for the entrepreneur

Email to: details@mclark.entrepreneurs.net

Cavalcade: <http://www.simplexservices.com/mclark/>

(518) 784-3700-voice or (518) 784-5827-fax

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 Martha Clark is an individual doing business as Simplex Services with her principal office or place of business at 135 Kipp U., P.O. Box 36, Niverville, New York.
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 Martha Clark, her 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 shall:

A. Within thirty (30) days from the effective date of this order deliver a copy of this order to each of her 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 five (5) years from the effective date of this order deliver a copy of this order to each of her 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.

III.

It is further ordered, That for a period of five (5) years from the date this order becomes final, respondent shall notify the Commission within thirty (30) days of the discontinuance of her 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 her 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.

IV.

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 she has complied with this order.

V.

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

SHERMAN G. SMITH

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3668. Complaint, June 12, 1996--Decision, June 12, 1996*

This consent order prohibits, among other things, a Utah-based individual doing business as Starr Communications from misrepresenting, in advertisements for a work-at-home business, the income, earnings, or sales from any business opportunity and prohibits any claims concerning past, present, or future earnings unless, at the time of making the representation, it possesses competent and reliable evidence to substantiate the claim.

Appearances

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

For the respondent: *Robert Archuleta, Salt Lake City, UT.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Sherman G. Smith, individually and doing business as Starr Communications ("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 Sherman G. Smith is an individual doing business as Starr Communications. His principal office or place of business is located at 78 West Broadway, No. 2007 North, Salt Lake City, Utah.

PAR. 2. Respondent is engaged in the advertising, promotion, offering for sale, sale, and distribution of the "U.S. Government Tracer Business Program" 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.