

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Bureau of Consumer Financial Protection,)	
)	Case No. 1:20-cv-06879
<i>Plaintiff,</i>)	
)	
v.)	Judge Georgia N. Alexakis
)	
FDATR, Inc., <i>et al.</i> ,)	
)	
<i>Defendants.</i>)	

**FINAL JUDGMENT AND INJUNCTION ORDER
AGAINST DEFENDANT DEAN TUCCI**

Plaintiff Bureau of Consumer Financial Protection (“Bureau”) commenced this civil action on November 20, 2020, to obtain an injunction, monetary relief, and civil penalties from Defendants FDATR, Inc. and Dean Tucci. The complaint alleges violations of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531 and 5536, 12 U.S.C. §§ 5531(a), 5536(a)(1), and the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, the implementing regulation of the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-08.

The Court entered a default judgment order against Defendant FDATR on February 7, 2022. ECF No. 50. The Bureau thereafter moved for summary judgment under Federal Rule of Civil Procedure 56 against Defendant Dean Tucci. On January 10, 2025, after considering the pleadings, declarations, exhibits, summary judgment briefing, and the entire record in this matter, this Court granted the Bureau’s motion for summary judgment against Defendant Tucci on all claims as to his liability (Summary Judgment Memorandum Opinion and Order). ECF No. 106. The Court finds good cause to grant the following relief against Defendant Tucci.

FINDINGS

1. This Court has subject-matter jurisdiction over this action because it is brought under “[f]ederal consumer financial law,” 12 U.S.C. § 5565(a)(1), presents a federal question, 28 U.S.C. § 1331, and is brought by an agency of the United States, 28 U.S.C. § 1345. This Court has personal jurisdiction over Defendant Tucci, and venue is proper here, because he is located, resides, or does business in this district. 12 U.S.C. § 5564(f); 28 U.S.C. § 1391(b).

2. The CFPA authorizes this Court to order any appropriate legal and equitable relief against Defendant Tucci for his violations of the TSR and the CFPA, including a permanent or temporary injunction, limits on the activities or functions of a person, restitution, refund of moneys, payment of damages, and civil money penalties. 12 U.S.C. §§ 5564(a), 5565(a)(2).

3. The Court’s findings in the Summary Judgment Memorandum Opinion and Order (ECF No. 106) are hereby incorporated by reference in this Order and entry of this Order is in the public interest.

DEFINITIONS

4. The following definitions apply to this Order:

- a. **“Affected Consumers”** means any person who paid an advance fee in violation of 16 C.F.R. § 310.4(a)(2) or (a)(5)(i) to Defendant Tucci or his company, Defendant FDATR, Inc., or their officers, agents, servants, employees, and attorneys, or any other persons in active concert or participation with them, from September 1, 2014, until the Effective Date.
- b. **“Assisting Others”** means helping, aiding, or providing support to others, including:
 - i. consulting or advising in any form whatsoever;

- ii. providing support services;
 - iii. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including telephone-sales scripts, solicitations, or the text of any Internet website, email, or other electronic communication or advertisement;
 - iv. providing names of, or assisting in the generation of, potential customers;
 - v. performing marketing, billing, or payment services of any kind;
 - vi. participating in or providing services related to the offering, sale, or servicing of a product or the collection of payments for a product;
 - vii. acting or serving as an owner, officer, director, manager, principal, partner, or limited partner of any entity; and
 - viii. investing, loaning, or providing money or anything of financial value.
- c. **“Consumer Financial Product or Service”** is synonymous in meaning and equal in scope to the definition of the term in section 1002(5) of the CFPA, 12 U.S.C. § 5481(5), and, subject to applicable restrictions contained in the CFPA, includes, but is not limited to, providing financial advisory services to consumers on individual financial matters or relating to proprietary financial products or services, including providing credit counseling to any consumer or providing services to assist a consumer

with debt management or debt settlement, modifying the terms of any extension of credit, or avoiding foreclosure.

- d. **“Credit-Repair Service”** means any program or service represented to remove derogatory information from, or improve, a person’s credit history, credit record, or credit rating as described in 16 C.F.R. § 310.4(a)(2).
- e. **“Debt-Relief Service”** means any program or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a person and one or more unsecured creditors or debt collectors, including a reduction in the balance, interest rate, or fees owed by a person as set forth in 16 C.F.R. § 310.2(o).
- f. **“Effective Date”** means the date on which this Order is entered by the Court.
- g. **“Enforcement Director”** means the Enforcement Director of the Enforcement Division for the Consumer Financial Protection Bureau, the person acting in this role, or his or her delegate.
- h. **“Financial-Advisory Service”** means services provided to consumers on individual financial matters or relating to proprietary financial products or services, including (1) providing credit counseling to any consumer and (2) providing services to assist a consumer with debt management or debt settlement, modifying the terms of any extension of credit, or avoiding foreclosure as set forth in 12 U.S.C. § 5481(15)(A)(viii).

- i. **“Related Consumer Action”** means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Defendants based on substantially the same facts as described in the Complaint.
- j. **“Telemarketing”** means a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call as set forth in 16 C.F.R. § 310.2(ii).

CONDUCT PROVISIONS

I.

Ban on Financial-Advisory Services, Debt-Relief Services, and Credit-Repair Services

IT IS ORDERED that:

5. For ten (10) years from the Effective Date, Defendant Tucci, whether acting directly or indirectly, is restrained and enjoined from engaging in or Assisting Others with marketing, advertising, promoting, offering for sale, selling, providing, or Telemarketing any:

- a. Financial-Advisory Service;
- b. Debt-Relief Service; or
- c. Credit-Repair Service.

Nothing in this Order shall be read as an exception to this paragraph.

6. For ten (10) years from the Effective Date, Defendant Tucci is restrained and enjoined from receiving any remuneration or other consideration from, holding any ownership

interest in, or working in any capacity for any person or entity that is engaged in marketing, advertising, promoting, offering for sale, selling, providing, or Telemarketing any:

- a. Financial-Advisory Service;
- b. Debt-Relief Service; or
- c. Credit-Repair Service.

Nothing in this Order shall be read as an exception to this paragraph.

II.

Prohibitions Regarding Consumer Financial Products or Services

IT IS FURTHER ORDERED that:

7. Defendant Tucci and his agents, servants, employees, attorneys, and all other persons in active concert or participation with him who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, selling, or providing of any Consumer Financial Product or Service, may not violate sections 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531, 5536, and is prohibited from misrepresenting or Assisting Others in misrepresenting, expressly or impliedly, any material aspect of the product or service, including but not limited to:

- a. the benefits that a consumer will receive from the product or service; and
- b. the total costs or any other material term, restriction, limitation or condition of the product or service.

III.

Prohibitions on Use of Customer Information

IT IS FURTHER ORDERED that:

8. Defendant Tucci and his agents, servants, employees, attorneys, and all other persons in active concert or participation with him who receive actual notice of this Order, whether acting directly or indirectly, may not:

- a. disclose, use, or benefit from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Defendant Tucci or Defendant FDATR obtained before the Effective Date; or
- b. attempt to collect, sell, assign, or otherwise transfer any right to collect payment from any consumer who entered into a contract with Defendant Tucci or Defendant FDATR related to a Debt-Relief or Credit-Repair Service.

However, customer information may be disclosed if requested by a government agency or required by law, regulation, or court order.

MONETARY PROVISIONS

IV.

Order to Pay Redress

IT IS FURTHER ORDERED that:

9. A judgment for monetary relief is entered in favor of the Bureau and against Defendant Tucci in the amount of \$2,117,133.28. Defendant Tucci and Defendant FDATR, Inc. are jointly and severally liable for this judgment.

10. The monetary judgment set forth in this section is immediately due and payable to the Bureau upon entry of this Order and is enforceable against any asset owned by, on behalf of, for the benefit of, or in trust by or for Defendant Tucci. Defendant Tucci must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, \$2,117,133.28 in full satisfaction of the judgment as ordered in Paragraph 9 of this Section.

11. Any funds received by the Bureau in satisfaction of this judgment will be deposited into a fund or funds administered by the Bureau or the Bureau's agent according to applicable statutes and regulations to be used for redress for Affected Consumers, including refund of moneys, legal restitution, damages or other monetary relief, and for any attendant expenses for the administration of any such redress.

12. If the Bureau determines, in its sole discretion, that redress to consumers is wholly or partially impracticable, or if funds remain after redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury. Defendant will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

13. Payment of redress to any Affected Consumer under this Order may not be conditioned on that Affected Consumer waiving any right.

V.

Order to Pay Civil Money Penalties

IT IS FURTHER ORDERED that:

14. Under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in the Summary Judgment Memorandum Opinion and Order (ECF No. 106) and taking into account the factors in 12 U.S.C. § 5565(c)(3), a judgment for a civil

money penalty is entered in favor of the Bureau and against Defendant Tucci in the amount of \$41,123,897.

15. The civil penalty set forth in this section is immediately due and payable to the Bureau upon entry of this Order and is enforceable against any asset owned by, on behalf of, for the benefit of, or in trust by or for Defendant Tucci. Defendant Tucci must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, \$41,123,897 in full satisfaction of the judgment as ordered in Paragraph 14 of this Section.

16. The civil money penalty paid under this Order will be deposited in the Civil Penalty Fund of the Bureau as required by section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

17. Defendant Tucci, for all purposes, must treat the civil money penalty paid under this Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Defendant Tucci may not:

- a. claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Order; or
- b. seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Order.

18. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Defendant Tucci may not argue that he is entitled to, nor may he benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related

Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Defendant Tucci based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Defendant Tucci must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

19. The civil penalty imposed by the Order represents a civil penalty owed to the United States Government, is not compensation for actual pecuniary loss, and thus, it is not subject to discharge under the Bankruptcy Code, 11 U.S.C. § 523(a)(7).

VI.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

20. In the event of any default on Defendant Tucci's obligations to make payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the Effective Date to the date of payment and will immediately become due and payable.

21. Defendant Tucci relinquishes all dominion, control, and title to the funds paid under this Order to the fullest extent permitted by law, and no part of the funds may be returned to Defendant.

22. The facts described in the Summary Judgment Memorandum Opinion and Order (ECF No. 106) will be taken as true and be given collateral estoppel effect, without further proof, in any proceeding based on the entry of the Order, or in any subsequent civil litigation by or on

behalf of the Bureau to enforce this Order or the Bureau's rights to any payment or monetary judgment under this Order, such as a non-dischargeability complaint in any bankruptcy case.

23. The facts described in the Summary Judgment Memorandum Opinion and Order (ECF No. 106) establish all elements necessary to sustain an action by the Bureau under section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and for such purposes this Order will have collateral estoppel effect against Defendant Tucci, even in his capacity as debtor-in-possession.

24. Under 31 U.S.C. § 7701, Defendant Tucci, unless he already has done so, must furnish to the Bureau his taxpayer-identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

25. Within 30 days of the entry of a final judgment, order, or settlement in a Related Consumer Action, Defendant Tucci must notify the Enforcement Director of the final judgment, order, or settlement in writing. That notification must indicate the amount of redress, if any, that Defendant Tucci paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

26. Upon written request of a representative of the Bureau, any consumer reporting agency must furnish consumer reports to the Bureau concerning Defendant Tucci under section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 b(a)(1), which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

COMPLIANCE PROVISIONS

VII.

Reporting Requirements

IT IS FURTHER ORDERED that:

27. Defendant Tucci must notify the Bureau of any development that may affect compliance obligations arising under this Order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of any bankruptcy or insolvency proceeding by or against Defendant Tucci; or a change in Defendant Tucci's name or address. Defendant Tucci must provide this notice, if practicable, at least 30 days before the development or as soon as practicable after the learning about the development, but in any case, no longer later than 14 days after the development.

28. Within 7 days of the Effective Date, Defendant Tucci must:
- a. designate at least one telephone number and email and postal addresses as points of contact that the Bureau may use to communicate with him;
 - b. identify all businesses for which he is the majority owner, or that he directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
 - c. describe the activities of each such identified business, including the products and services offered, and the means of advertising, marketing, and sales;
 - d. identify his telephone numbers and all email, Internet, physical, and postal addresses, including all residences; and

- e. describe in detail his involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including his title, role, responsibilities, participation, authority, control, and ownership.

29. Defendant Tucci must report any change in the information required to be submitted under Paragraph 28 if practicable, at least 30 days before the change, but in any case no later than 14 days after the change.

VIII.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

30. Within 7 days of the Effective Date, Defendant Tucci must submit to the Enforcement Director an acknowledgment of receipt of this Order, sworn under penalty of perjury.

31. Within 30 days of the Effective Date, Defendant Tucci, for any business for which he is the majority owner or which he directly or indirectly controls, must deliver a copy of the Complaint, the Summary Judgment Memorandum Opinion and Order (ECF No. 106), and this Order to each of its owners, board members, and executive officers as well as to any managers, employees, service providers, and other agents and representatives who have responsibilities related to the subject matter of the Order.

32. For 5 years from the Effective Date, Defendant Tucci, for any business of which he is the majority owner or which he directly or indirectly controls, must deliver a copy of the Complaint, the Summary Judgment Memorandum Opinion and Order (ECF No. 106), and this Order to any business entity resulting from any change in structure referred to in Section VII, any future board members and executive officers, as well as any managers, employees, service

providers, and other agents and representatives who will have responsibilities related to the subject matter of the Order before they assume their responsibilities.

33. Defendant Tucci must secure a signed and dated statement acknowledging receipt of a copy of this Order, within 30 days of delivery, from all persons receiving a copy of this Order under this Section.

34. Ninety days from the Effective Date, Defendant Tucci must provide the Bureau a list of all persons and their titles to whom this Order has been delivered through that date under Paragraphs 31-32 and a copy of all signed and dated statements acknowledging the receipt of this Order under Paragraph 33.

IX.

Recordkeeping

IT IS FURTHER ORDERED that:

35. Defendant Tucci must create and retain for 10 years from the Effective Date, the following business records for any business of which he is a majority owner or which he directly or indirectly controls:

- a. all documents and records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Bureau;
- b. copies of all sales scripts; training materials; advertisements; websites; and other marketing materials, including any such materials used by a third party on his behalf or used by him to benefit a third party; and
- c. all consumer complaints and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests.

36. All documents and records must be maintained in their original electronic format. Data must be maintained in such a way that access, retrieval, auditing and production are not hindered.

37. Defendant Tucci must make the documents identified in Paragraph 35 available to the Bureau upon request.

X.

Notices

IT IS FURTHER ORDERED that:

38. Unless otherwise directed in writing by the Bureau, Defendant Tucci must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line “*Bureau of Consumer Financial Protection v. FDATR, Inc., et al., Case No. 1:20-cv-06879-NDIL*” and send them by email to Enforcement_Compliance@cfpb.gov:

ATTN: Enforcement Director
Consumer Financial Protection Bureau
Enforcement Division

XI.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

39. Defendant Tucci must cooperate fully to help the Bureau determine the identity and location of, as well as the amount of injury sustained by, each Affected Consumer. Defendant Tucci must provide such information in his agents’ possession or control within 14 days of receiving a written request from the Bureau.

40. Defendant Tucci must cooperate fully with the Bureau in this matter and in any investigation or lawsuit related to or associated with the conduct described in the Complaint. Defendant Tucci must provide truthful and complete information, evidence, and testimony. Defendant Tucci must appear and cause his officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 14 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

XII.

Compliance Monitoring

IT IS FURTHER ORDERED that:

41. Within 14 days of receipt of a written request from the Bureau, Defendant Tucci must submit additional compliance reports or other requested information, including sworn testimony or documents, which must be made under penalty of perjury regarding (a) this matter; (b) anything related to or associated with the conduct described in the Complaint or the Summary Judgment Memorandum Opinion and Order (ECF No. 106); or (c) compliance with the Order.

42. For purposes of this Section, the Bureau may communicate directly with Defendant Tucci, unless he retains counsel related to these communications.

43. Defendant Tucci must permit Bureau representatives to interview any employee or other person affiliated with him who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described the Complaint or the Summary Judgment Memorandum Opinion and Order (ECF No. 106); or (c) compliance with this Order. The person interviewed may have counsel present.

44. Nothing in this Order will limit the Bureau's lawful use of compulsory process, under 12 C.F.R. § 1080.6.

XIII.

Transfer

45. Should Defendant Tucci seek to transfer or assign any part of FDATR's operations that are subject to this Order, Defendant Tucci must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Order.

XIV.

Retention of Jurisdiction

IT IS FURTHER ORDERED that:

46. The Court will retain jurisdiction of this matter for the purpose of enforcing this Order.

XV.

Service

IT IS FURTHER ORDERED that:

47. This Order may be served upon Defendant Tucci by electronic mail, certified mail, or United Parcel Service, either by the United States Marshal, the Clerk of the Court, or any representative or agent of the Bureau.

IT IS SO ORDERED:

A handwritten signature in cursive script, reading "Georgia N. Alexakis", is positioned above a horizontal line. A vertical line is also present to the right of the signature.

GEORGIA N. ALEXAKIS
UNITED STATES DISTRICT JUDGE

DATED: May 9, 2025