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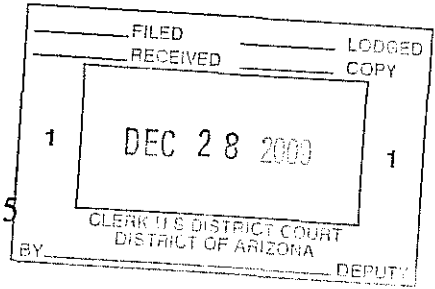
21 UNITED STATES DISTRICT COURT  
22 DISTRICT OF ARIZONA

23 Federal Trade Commission; and )  
24 State of Arizona, )  
25 Plaintiffs, )  
26 v. )  
27 Government Careers Inc., )  
28 a Delaware Corporation; )  
29 Jon Coover, )  
30 individually and as an officer )  
31 of Government Careers Inc.; )  
32 Richard Friedberg, )  
33 individually and as an officer )  
34 of Government Careers Inc.; and )  
35 Rimona Friedberg, )  
36 individually and as an officer )  
37 of Government Careers Inc.; )  
38 Defendants. )

Case No.

CIV09-721 TUCDCB

COMPLAINT FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF



1 Plaintiffs, the Federal Trade Commission (“FTC”) and the State of Arizona,  
2  
3 for their Complaint allege:

4 1. The FTC brings this action under Section 13(b) of the Federal Trade  
5 Commission Act (“FTC Act”), 15 U.S.C. § 53(b) to obtain temporary, preliminary,  
6  
7 and permanent injunctive relief, rescission or reformation of contracts, restitution,  
8  
9 the refund of monies paid, disgorgement of ill-gotten monies, and other equitable  
10 relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act,  
11 15 U.S.C. § 45(a), in connection with the sale of employment goods or services.

12 2. Plaintiff State of Arizona, by and through Terry Goddard, Attorney  
13 General of the State of Arizona, brings this action under the Consumer Fraud Act,  
14 A.R.S. § 44-1521 *et seq.*, to seek injunctive relief, restitution and civil penalties and  
15  
16 other relief as this Court deems appropriate for Defendants’ illegal acts or practices.

17  
18 **JURISDICTION AND VENUE**

19 3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§  
20 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b).

21  
22 4. This Court has supplemental jurisdiction over Plaintiff State of  
23 Arizona’s claims under 28 U.S.C. § 1367.

24 5. Venue is proper in this district under 28 U.S.C. § 1391 (b) and (c), and  
25  
26 15 U.S.C. § 53(b).

1 **PLAINTIFFS**

2 6. The FTC is an independent agency of the United States Government  
3  
4 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC  
5 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
6  
7 affecting commerce.

8 7. The FTC is authorized to initiate federal district court proceedings, by  
9  
10 its own attorneys, to enjoin violations of the FTC Act and to secure such equitable  
11 relief as may be appropriate in each case, including rescission or reformation of  
12 contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten  
13  
14 monies. 15 U.S.C. § 53(b).

15 8. Plaintiff State of Arizona is one of fifty sovereign states of the United  
16 States. The State of Arizona, through its Attorney General, is authorized to  
17  
18 initiate proceedings to enjoin violations of the Consumer Fraud Act, A.R.S. § 44-  
19 1521 *et seq.* and to seek injunctive relief, restitution and civil penalties and other  
20 relief as this Court deems appropriate. This Court has supplemental jurisdiction  
21  
22 over Plaintiff State of Arizona’s claims under 28 U.S.C. § 1367.

23 **DEFENDANTS**

24 9. Defendant Government Careers Inc. (“GCI”) is a Delaware corporation  
25  
26 with its principal place of business at 702 S. Craycroft Blvd. Suite F, Tucson, AZ  
27  
28 85711. GCI transacts or has transacted business in this district and throughout the

1 United States. At all times material to this Complaint, acting alone or in concert  
2 with others, GCI has advertised, marketed, distributed, or sold employment goods  
3 or services to consumers throughout the United States.  
4

5 10. Defendant Jon Coover is the president, CEO, a director, and owner of  
6 GCI. At all times material to this Complaint, acting alone or in concert with others,  
7 he has formulated, directed, controlled, had the authority to control, or participated  
8 in the acts and practices set forth in this Complaint. Defendant Jon Coover, in  
9 connection with the matters alleged herein, transacts or has transacted business in  
10 this district and throughout the United States.  
11  
12

13 11. Defendant Richard Friedberg is the vice-president, a director, and  
14 owner of GCI. At all times material to this Complaint, acting alone or in concert  
15 with others, he has formulated, directed, controlled, had the authority to control, or  
16 participated in the acts and practices set forth in this Complaint. Defendant Richard  
17 Friedberg resides in this district and, in connection with the matters alleged herein,  
18 transacts or has transacted business in this district and throughout the United States.  
19  
20  
21

22 12. Defendant Rimona Friedberg is the corporate secretary, treasurer, and a  
23 manager of GCI. At all times material to this Complaint, acting alone or in concert  
24 with others, she has formulated, directed, controlled, had the authority to control, or  
25 participated in the acts and practices set forth in this Complaint. Defendant Rimona  
26 Friedberg resides in this district and, in connection with the matters alleged herein,  
27  
28

1 transacts or has transacted business in this district and throughout the United States.

2  
3 **COMMERCE**

4 13. At all times material to this Complaint, Defendants have maintained a  
5 substantial course of trade in or affecting commerce, as “commerce” is defined in  
6 Section 4 of the FTC Act, 15 U.S.C. § 44.  
7

8 **DEFENDANTS’ BUSINESS ACTIVITIES**

9 14. Since at least March 2009, Defendants have marketed and sold  
10 employment goods or services to consumers throughout the United States. These  
11 employment goods or services consist of 1) a packet of study materials containing  
12 information relating to employment exams purportedly required by job seekers to  
13 obtain a government job, and 2) a government career counseling service.  
14  
15

16 15. Defendants market their employment goods or services both by  
17 advertising on job search websites such as Careerbuilder.com or Yahoo! Hot Jobs,  
18 and by responding to resumes that job seekers have posted on those sites.  
19

20 16. To market their study materials, Defendants grab consumers’ attention  
21 with online ads that look like postings for “Postal Jobs,” “Wildlife Jobs,” “Border  
22 Patrol [agents],” or “Administrative Support and Clerical” jobs.  
23

24 17. Defendants’ postal jobs advertisements often contain the following  
25 statements, among others:  
26

27 ///  
28

1           Public Announcement

2           UNITED STATES POSTAL JOBS

3           HIRING NOW

4           CALL GOVERNMENT CAREERS POSTAL DIVISION FIRST TO

5           DETERMINE YOUR QUALIFICATIONS

6           TOLL FREE

7           1-877-318-4520

8           18.     In numerous instances, the ads go on to list various positions with the  
9           U.S. Postal Service (USPS), such as mail carriers, clerks, and mail handlers. The  
10          ads then state “No Experience Necessary.” They also tout a laundry list of benefits  
11          including “Average Starting Pay is \$20 per hour. Average Postal Worker Earns  
12          \$60,000 per year. EXCELLENT GOVERNMENT BENEFITS. Fully Paid  
13          Training[,] Health Insurance[,] Paid Overtime[,] Life Insurance.” The ads urge,  
14          “DON’T MISS OUT” and “ACT NOW- CALL NOW,” and even “CALL NOW  
15          AND EXPERIENCE GUARANTEED SUCCESS.”

16          19.     Many of the online ads that Defendants run for “wildlife jobs,” border  
17          patrol agents, and administrative support and clerical jobs make claims identical to  
18          those in their postal jobs ads. For example, the wildlife and border patrol jobs ads  
19          similarly proclaim the wide availability of positions such as “Agents Needed!” or  
20          “THE FEDERAL GOVERNMENT IS HIRING” and “3000 NEW JOBS WERE  
21          ANNOUNCED TO PUT OUR PARKS IN SHAPE. . . MANY OPENINGS.” The  
22          ads describe the positions as “no experience necessary,” and providing paid on-the-  
23          job training, excellent government benefits, and generous starting pay such as  
24          25  
26  
27  
28

1 “average starting pay [of] \$20 per hour.” These ads also strike a tone of urgency  
2 and admonish the reader to “ACT TODAY” and “CALL TOLL FREE NOW.”  
3

4 20. When Defendants advertise the postal, wildlife, border patrol agent,  
5 and administrative support and clerical positions, they post them for locations all  
6 over the country and do not disclose a possible need to relocate.  
7

8 21. Although these ads look like postings for actual jobs, they are not.  
9 Defendants reveal, although usually in mouse print sometimes buried in the middle  
10 of a paragraph found at the very end of the ad, that GCI “is not affiliated with the  
11 government nor is it an employment agency . . . Instead we are in the business of  
12 counseling people with Internet research, building government K[nowledge,]  
13 S[kills, and] A[bilities], redeveloping resumes, guidance through the various  
14 government applications, thereby counseling each person through the development  
15 of their government employment package.”  
16  
17  
18

19 22. Nevertheless, because of the ads’ more obvious enticements,  
20 consumers call GCI as urged to learn more about the jobs. Only then do  
21 Defendants’ telemarketers divulge that they are actually selling study materials for  
22 the employment exams that Defendants claim *all* consumers must pass before they  
23 can be hired by a federal agency, regardless of which position the consumers are  
24 calling about.  
25  
26

27 23. In fact, however, some of the federal agencies that Defendants mention  
28

1 as requiring prospective employees to take an exam, such as the National Park  
2 Service or the U.S. Forest Service, do not require one.  
3

4 24. Defendants tell consumers that the USPS and the U.S. Customs and  
5 Border Protection (CBP), which hires border patrol agents, require job applicants to  
6 pass a written employment examination. Defendants fail to tell consumers that both  
7 the USPS and the CBP have considerable prerequisites before any applicant may  
8 take the required written exam.  
9

10  
11 25. For example, before an applicant can take the written exam that the  
12 USPS requires for 95% of its positions, first there must be a job opening to which  
13 the consumer can apply. Second, the application is screened to ensure the applicant  
14 meets any minimum standards such as being at least 18 years of age, or 16 years old  
15 with a high school diploma, a U.S. citizen or permanent resident alien, and  
16 registered for the Selective Service if a male. Third, the applicant must take an  
17 online portion of the employment exam that explores the applicant's personal  
18 characteristics and experience. Only if the applicant passes the online portion may  
19 the applicant take the required written test for the particular job opening. The CBP  
20 has a very similar screening process for border patrol agent positions.  
21  
22  
23

24 26. Because of the various prerequisites, however, Defendants often sell  
25 their study materials to consumers who will not actually be able to take the exam  
26 because the consumer cannot satisfy the agency's prerequisites.  
27  
28



1           27. Defendants’ telemarketers tell the consumers that GCI’s study  
2 materials will “guarantee” that the consumers will pass any purportedly required  
3 exam with a score of 95% or better. Further, Defendants contend that this score of  
4 95% or better will assure the consumers of a getting the desired job.  
5

6           28. In actuality, even for positions with the USPS or the CBP that do  
7 require prospective employees to take an exam, even a high passing score of 95% or  
8 better does not assure any exam taker of a job with the USPS or the CBP.  
9

10           29. Defendants make the purchase seem risk-free by promising that if the  
11 consumers do not pass the exam with a score of 95% or better, Defendants will  
12 refund their money.  
13

14           30. Defendants’ refund policy is illusory. In many instances, consumers  
15 who buy the study materials are unable to take any exam as required by the refund  
16 policy either because the hiring agency does not require an exam for employment,  
17 or because, as in the case of USPS or border patrol agent jobs, the consumer cannot  
18 meet the agency’s prerequisites to take the exam.  
19

20           31. When consumers ask if the desired postal or border patrol agent jobs  
21 are available in the consumers’ location, Defendants’ telemarketers often assure the  
22 consumers that they are. In reality, however, the CBP and the USPS have had  
23 hiring freezes or hired a limited number of employees during the time Defendants  
24 have advertised, so no or very few jobs are available in the consumers’ areas.  
25  
26  
27  
28

1           32. In order to obtain the study materials, Defendants tell consumers that  
2 they must immediately pay a fee of \$119 over the phone via credit card or debit  
3 card.  
4

5           33. In return for their fee, consumers receive study materials either as  
6 email attachments or on CD via U.S. Mail. The study materials for each of the  
7 positions generally include basic information on job application and interview  
8 techniques, as well as practice questions and tests.  
9

10           34. Defendants also market and sell a government career counseling  
11 service. Defendants do not pitch the counseling service to the same consumers who  
12 respond to their ads. Rather, Defendants sell this service to consumers who post  
13 their resumes on job websites such as Careerbuilder.com or Yahoo! Hot Jobs.  
14 Defendants' telemarketers call these job seekers and pitch Defendants' government  
15 career counseling service to them.  
16  
17  
18

19           35. Defendants tell these consumers that Defendants will counsel and  
20 guide the consumers through the complex process of gaining federal employment.  
21 Defendants' telemarketers claim that their career counselors will help these clients  
22 polish their resumes, get through government website filters, help them prepare for  
23 any employment exams, and guide them through the interview process.  
24  
25

26           36. The stated fee for Defendants' counseling service is \$965. However,  
27 Defendants' telemarketers tell consumers that they need not pay for the counseling  
28

1 services until they obtain a government job. Contrary to this promise, Defendants  
2 bill or have a third party bill many consumers for the counseling service right away  
3 and demand immediate payment of either the full amount or a monthly payment,  
4 well before they have obtained the promised government job. Defendants or their  
5 agents subsequently engage in collection efforts.  
6  
7

### 8 VIOLATIONS OF THE FTC ACT

9 37. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or  
10 deceptive acts or practices in or affecting commerce.”  
11

12 38. Misrepresentations or deceptive omissions of material fact constitute  
13 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.  
14

15 39. As set forth below, Defendants have engaged and continue to engage  
16 in violations of Section 5(a) of the FTC Act in connection with the advertising,  
17 marketing and sale of employment goods or services.  
18

### 19 **COUNT I**

#### 20 **(By Plaintiff Federal Trade Commission)**

21 40. In numerous instances in connection with the advertising, marketing,  
22 promotion, offering for sale, or sale of employment goods or services, Defendants  
23 have represented, directly or indirectly, expressly or by implication, that consumers  
24 who purchase Defendants’ employment goods or services are guaranteed, or highly  
25 likely, to obtain employment with a federal agency.  
26  
27  
28

1 41. In truth and in fact, in numerous instances, when Defendants have  
2 made the representations set forth in paragraph 40 of this Complaint, consumers  
3 who purchase Defendants' goods or services are not guaranteed, or highly likely, to  
4 obtain employment with a federal agency.  
5

6 42. Therefore, Defendants' representations as set forth in Paragraph 40 of  
7 this Complaint are false and misleading and constitute deceptive acts or practices in  
8 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).  
9  
10

## 11 **COUNT II**

### 12 **(By Plaintiff Federal Trade Commission)**

13 43. In numerous instances, Defendants have represented, directly or  
14 indirectly, expressly or by implication, that the U.S. Customs and Border Protection  
15 and the U.S. Postal Service have jobs available in the particular geographic areas  
16 advertised by Defendants.  
17  
18

19 44. In truth and in fact, in numerous instances, when Defendants have  
20 made the representation set forth in paragraph 43 of this Complaint, the U.S.  
21 Customs and Border Protection and the U.S. Postal Service do not have jobs  
22 available in the particular geographic areas during the time periods in which  
23 Defendants' ads are running.  
24  
25

26 45. Therefore, Defendants' representation as set forth in Paragraph 43 of  
27 this Complaint is false and misleading and constitutes a deceptive act or practice, in  
28

1 or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C.  
2 § 45(a).  
3

4 **COUNT III**

5 **(By Plaintiff Federal Trade Commission)**

6  
7 46. In numerous instances in connection with the advertising, marketing,  
8 promotion, offering for sale, or sale of employment goods or services, Defendants  
9 have represented, directly or indirectly, expressly or by implication, that the federal  
10 agencies mentioned in Defendants' ads and sales pitches require job applicants to  
11 take a written exam in order to obtain employment.  
12

13  
14 47. In truth and in fact, in numerous instances, when Defendants have  
15 made the representation set forth in Paragraph 46 of this Complaint, some of the  
16 federal agencies mentioned in Defendants' ads and sales pitches, including the  
17 National Park Service, do not require job applicants to take a written exam in order  
18 to obtain employment.  
19

20  
21 48. Therefore, Defendants' representation as set forth in Paragraph 46 of  
22 this Complaint is false and misleading and constitutes a deceptive act or practice in  
23 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).  
24

25 **COUNT IV**

26 **(By Plaintiff Federal Trade Commission)**

27 49. In numerous instances, Defendants have represented, directly or  
28

1 indirectly, expressly or by implication, that consumers will receive a full refund of  
2 the total fees consumers have paid for Defendants' employment goods if consumers  
3 do not receive a score of 95% or better on the written exam required by a federal  
4 agency.  
5

6  
7 50. In numerous instances, when Defendants have made the  
8 representations set forth in Paragraph 49 of this Complaint, they failed to disclose to  
9 consumers material information including but not limited to:

- 10  
11 a. that the federal agency for which the consumer is purchasing study  
12 materials does not give any exam; or  
13  
14 b. that the federal agency for which the consumer is purchasing study  
15 materials has prerequisites to taking an exam that consumers may not  
16 be able to satisfy.  
17

18 This additional information would be material to consumers in deciding to purchase  
19 Defendants' employment goods.

20 51. Defendants' failure to disclose adequately the material information  
21 described in Paragraph 50, in light of the representation described in Paragraph 49,  
22 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,  
23 15 U.S.C. § 45(a).  
24  
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**COUNT V**

**(By Plaintiff Federal Trade Commission)**

52. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of employment services, Defendants have represented, directly or indirectly, expressly or by implication, that Defendants will not bill or charge consumers for services marketed by Defendants until the consumers have obtained a job with a federal agency.

53. In truth and in fact, in numerous instances, when Defendants have made the representation set forth in paragraph 52 of this Complaint, Defendants bill or charge consumers for services marketed by Defendants before consumers have obtained a job with a federal agency.

54. Therefore, Defendants' representation as set forth in Paragraph 52 of this Complaint is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT**

55. The Consumer Fraud Act at A.R.S. § 44-1522(A) states the following:  
  
The act, use, or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent

1 that others rely upon such concealment, suppression or  
2 omission, in connection with the sale or advertisement of  
3 any merchandise whether or not any person has in fact  
4 been misled, deceived, or damaged thereby, is declared to  
5 be an unlawful practice.  
6

7  
8 56. The Consumer Fraud Act at A.R.S. § 44-1522(C) states the following:

9 It is the intent of the legislature, in construing the  
10 provisions of subsection A of this section, that the courts  
11 may use as a guide interpretations given by the Federal  
12 Trade Commission and the federal courts to 15 United  
13 States Code §§ 45, 52 and 55(a)(1).  
14

15  
16 57. Defendants operate Government Careers Inc., from a location in  
17 Tucson, Arizona.  
18

19 58. Pursuant to A.R.S. § 44-1521(5), “Merchandise” means any objects,  
20 wares, goods, commodities, intangibles, real estate, or services.  
21

22 59. Defendants have advertised and sold government employment  
23 merchandise in the State of Arizona.  
24

## 25 COUNT VI

26 **(By Plaintiff State of Arizona)**

27 60. Defendants have violated and continue to violate the Consumer Fraud  
28



1 Act, A.R.S. § 44-1521 *et seq.*, by disseminating false, deceptive or misleading  
2 information and by engaging in false, deceptive or misleading actions in connection  
3 with the sale or advertisement of government employment goods or services.  
4

5         61. In numerous instances, Defendants, in connection with their  
6 advertising, marketing, promotion, offer for sale or sale of employment goods or  
7 services, have deceived and misled consumers and continue to deceive and mislead  
8 consumers into believing that Defendants will or can guarantee or make it highly  
9 likely that consumers who purchase Defendants' government employment goods or  
10 services will obtain federal government employment, when such is not the case.  
11

12         62. In numerous instances, Defendants, in connection with their  
13 advertising, marketing, promotion, offer for sale or sale of employment goods or  
14 services, deceived and misled consumers and continue to mislead and deceive  
15 consumers into believing that the U.S. Customs and Border Protection and the U.S.  
16 Postal Service have jobs available in the advertised geographic areas during the  
17 time periods in which Defendants advertise, when such is not the case.  
18

19         63. In numerous instances, Defendants, in connection with their  
20 advertising, marketing, promotion, offer for sale or sale of employment goods or  
21 services, deceived and misled consumers and continue to deceive and mislead  
22 consumers into believing that certain federal agencies whose jobs Defendants  
23 advertise and promote require consumers to take a written test to obtain federal  
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1 employment, when such is not the case.

2  
3 64. In numerous instances, Defendants, in connection with their  
4 advertising, marketing, promotion, offer for sale or sale of employment goods or  
5 services, deceived and misled consumers and continue to deceive and mislead  
6 consumers into believing that Defendants will provide a full refund of the total fees  
7 consumers have paid Defendants if consumers do not receive a 95% (95 per cent) or  
8 better score on a written exam a federal agency requires, when such is not the case.  
9

10  
11 Defendants mislead consumers because they fail to tell consumers the  
12 following, without restriction:

- 13 a. that the federal agency for which the consumer is purchasing study  
14 materials does not give any exam; or  
15  
16 b. that the federal agency for which the consumer is purchasing study  
17 materials requires an applicant to satisfy specific prerequisites before  
18 any applicant is eligible to take any exam.  
19

20  
21 65. In numerous instances, Defendants, in connection with their  
22 advertising, marketing, promotion, offer for sale or sale of employment goods or  
23 services, deceived and misled consumers and continue to deceive and mislead  
24 consumers into believing that Defendants will not charge consumers for the  
25 Defendants' employment goods and services until a federal agency hires the  
26 consumers, when such is not the case.  
27  
28



1 the exercise of its equitable jurisdiction, may award ancillary relief, including  
2 rescission or reformation of contracts, restitution, the refund of monies paid, and the  
3 disgorgement of ill-gotten monies, to prevent and remedy any violation of any  
4 provision of law enforced by the FTC.  
5

6  
7 69. The count based upon state law may be enforced by this Court through  
8 its pendent or supplemental jurisdiction pursuant to 28 U.S.C. § 1367, and this  
9 Court may award relief under Arizona Revised Statute §§ 44-1531 (A) and (B).  
10

11 **PRAYER FOR RELIEF**

12 Wherefore, Plaintiffs, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. §  
13 53(b), A.R.S. § 44-1531 (A), and the Court's own equitable powers, request that the  
14 Court:  
15

16 A. Award Plaintiffs such preliminary injunctive and ancillary relief as  
17 may be necessary to avert the likelihood of consumer injury during the pendency of  
18 this action and to preserve the possibility of effective final relief, including but not  
19 limited to, temporary and preliminary injunctions;  
20

21  
22 B. Enter a permanent injunction to prevent future violations of the FTC  
23 Act by Defendants and the Arizona Consumer Fraud Act by Defendants;  
24

25 C. Award such relief as the Court finds necessary to redress injury to  
26 consumers resulting from Defendants' violations of the FTC Act and the Arizona  
27 Consumer Fraud Act, including but not limited to, civil penalties, rescission or  
28

1 reformation of contracts, restitution, the refund of monies paid, and the  
2 disgorgement of ill-gotten monies; and  
3

4 D. Award Plaintiffs the costs of bringing this action, as well as such other  
5 and additional relief as the Court may determine to be just and proper.  
6

7 Respectfully submitted,

8 WILLARD K. TOM  
9 General Counsel, FTC

10  
11 Dated: December 24, 2009

Barbara Y.K. Chun  
12 Barbara Y.K. Chun  
13 Raymond E. McKown  
14 Attorneys for Plaintiff  
15 FEDERAL TRADE COMMISSION  
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TERRY GODDARD  
Attorney General, State of Arizona

Dated: Nov 24, 2009

Noreen R. Matts  
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