

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

**PINNACLE PAYMENT SERVICES,
LLC, et al.,**

Defendants.

Case No. 1:13-cv-03455-TCB

**FIRST AMENDED COMPLAINT
FOR PERMANENT INJUNCTION
AND OTHER EQUITABLE RELIEF**

Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and Section 814 of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692l, to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the FDCPA, 15 U.S.C. §§ 1692-1692p, in connection with the collection of purported debt.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), and 1692*l*.
3. Venue is proper in this district under 28 U.S.C. § 1391(b) and (c), and 15 U.S.C. § 53(b).

PLAINTIFF

4. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the FDCPA, 15 U.S.C. §§ 1692-1692p, which prohibits deceptive, abusive, and unfair collection practices.
5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the FDCPA, and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A), and 1692*l*(a). Section 814 of the FDCPA further authorizes the FTC to use all of the functions and powers of the FTC under the FTC Act to enforce compliance by any person with the FDCPA. 15 U.S.C. § 1692*l*.

DEFENDANTS

6. Defendant Pinnacle Payment Services, LLC (“Pinnacle”) is a California limited liability company with its principal place of business at 815 Superior Street, Suite 1720, Cleveland, Ohio. Pinnacle also has used addresses at 30628 Detroit Road, Suite 285, Westlake, Ohio; 4578 Ridge Road, Suite 173, Brooklyn, Ohio; 165 Courtland Street, Suite 303, Atlanta, Georgia; and 2880 Zanker Road, Suite 203, San Jose, California. Pinnacle transacts or has transacted business in this district and throughout the United States.
7. Defendant Velocity Payment Solutions, LLC (“Velocity”) is a Georgia limited liability company with its principal place of business at 1720 NW Peachtree Street, Suite 431, Atlanta, Georgia and 3355 Lenox Road NE, Suite 565, Atlanta, Georgia. Velocity also has used addresses at 165 Courtland Street, Suite 303, Atlanta, Georgia and 925B Peachtree Street NE, Suite 486, Atlanta, Georgia. Velocity transacts or has transacted business in this district and throughout the United States.
8. Defendant Heritage Capital Services, LLC (“Heritage Capital”) is a Georgia limited liability company with its principal place of business at 1718 Peachtree Street, Suite 430, Atlanta, Georgia. Heritage Capital also has used addresses at 165 Courtland Street, Atlanta, Georgia and 931 Monroe Drive NE, Suite 359,

Atlanta, Georgia. Heritage Capital transacts or has transacted business in this district and throughout the United States.

9. Defendant Performance Payment Processing, LLC (“Performance”) is a Georgia limited liability company with its principal place of business at 165 Courtland Street, Atlanta, Georgia. Performance also has used addresses at 605 N. High Street, Columbus, Ohio, and 30628 Detroit Road, Suite 285, Westlake, Ohio. Performance transacts or has transacted business in this district and throughout the United States.

10. Defendant Credit Source Plus, LLC (“Credit Source - Georgia”) is a Georgia limited liability company with its principal place of business at 1399 E. 17th Street, Cleveland, Ohio. Credit Source - Georgia also has used addresses at 4578 Ridge Road, Suite 173, Brooklyn, Ohio; 55 Erieview Place, Suite 612, Cleveland, Ohio; 165 Courtland Street, Suite 303, Atlanta, Georgia; and 4515 State Street, Cleveland, Ohio. Credit Source - Georgia transacts or has transacted business in this district and throughout the United States.

11. Defendant Credit Source Plus, LLC (“Credit Source - Ohio”) is an Ohio limited liability company with its principal place of business at 1399 E. 17th Street, Cleveland, Ohio. Credit Source - Ohio also has used addresses at 4578 Ridge Road, Suite 173, Brooklyn, Ohio; 55 Erieview Place, Suite 612, Cleveland,

Ohio; 165 Courtland Street, Suite 303, Atlanta, Georgia; and 4515 State Street, Cleveland, Ohio. Credit Source - Ohio transacts or has transacted business in this district and throughout the United States.

12. Defendant Reliable Resolution, LLC (“Reliable”) is an Ohio limited liability company with its principal place of business at 3355 Lenox Road, Suite 565, Atlanta, Georgia. Reliable also has used addresses at 605 N. High Street, Columbus, Ohio, and 30628 Detroit Road, Suite 285, Westlake, Ohio. Reliable transacts or has transacted business in this district and throughout the United States.

13. Defendant Premium Express Processing, LLC (“Premium - Ohio”) is an Ohio limited liability company with its principal place of business at 14387 Detroit Avenue, Lakewood, Ohio. Premium – Ohio also has used an address at 252 N. Fifth Street, Columbus, Ohio. Premium - Ohio transacts or has transacted business in this district and throughout the United States.

14. Defendant Premium Express Processing, LLC (“Premium – Georgia”) is a Georgia limited liability company with its principal place of business at 925B Peachtree Street NE, Atlanta, Georgia. Premium – Georgia transacts or has transacted business in this district and throughout the United States.

15. Defendant Rapid Resolution, LLC (“Rapid”) is an Ohio limited liability company with its principal place of business at 30628 Detroit Road, Westlake, Ohio. Rapid transacts or has transacted business in this district and throughout the United States.

16. Defendant Windfall Management Systems, LLC (“Windfall”) is an Ohio limited liability company with its principal place of business at 1280 Som Center Road, Mayfield Heights, Ohio. Windfall transacts or has transacted business in this district and throughout the United States.

17. Defendant Heritage Management Services, LLC (“Heritage Management”) is a Georgia limited liability company with its principal place of business at 925B Peachtree Street NE, Atlanta, Georgia. Heritage Management transacts or has transacted business in this district and throughout the United States.

18. Defendant Freestar World, LLC (“Freestar World”) is an Ohio limited liability company with its principal place of business at 11470 Euclid Avenue, Cleveland, Ohio. Freestar World transacts or has transacted business in this district and throughout the United States.

19. Defendant Nationwide Payment Processors, LLC (“Nationwide”) is an Ohio limited liability company with its principal place of business at 8044

Montgomery Road, Cincinnati, Ohio. Nationwide transacts or has transacted business in this district and throughout the United States.

20. Defendant National Processors Group, LLC (“National Processors”) is an Ohio limited liability company with its principal place of business at 11470 Euclid Avenue, Cleveland, Ohio. National Processors transacts or has transacted business in this district and throughout the United States.

21. Defendant Global Acceptance, LLC (“Global Acceptance”) is an Ohio limited liability company with its principal place of business at 12600 Rockside Road, Garfield Heights, Ohio. Global Acceptance transacts or has transacted business in this district and throughout the United States.

22. Defendant Capitol Exchange, LLC (“Capitol Exchange”) is an Ohio limited liability company with its principal place of business at 14837 Detroit Avenue, Lakewood, Ohio. Capitol Exchange transacts or has transacted business in this district and throughout the United States.

23. Defendant Pioneer Capital Services, LLC (“Pioneer”) is a Georgia limited liability company with its principal place of business at 1401 Peachtree Street, Atlanta, Georgia. Pioneer transacts or has transacted business in this district and throughout the United States.

24. Defendant Platinum Express, LLC (“Platinum”) is an Ohio limited liability company with its principal place of business at 4758 Ridge Road, Brooklyn, Ohio. Platinum transacts or has transacted business in this district and throughout the United States.

25. Defendant Solution Processing, LLC (“Solution”) is an Ohio limited liability company with its principal place of business at 12600 Rockside Road, Garfield Heights, Ohio. Solution transacts or has transacted business in this district and throughout the United States.

26. Defendant Tobias Boyland, also known as Lawrence Johnson, is a de facto principal and manager of the Corporate Defendants. He is listed as a principal, manager, agent, or owner of Nationwide. He is a signatory for Nationwide’s deposit accounts. He is the registrant for Defendants’ website, pinnacle-payment.com. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants, including the acts and practices set forth in this Complaint. Defendant Boyland, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

27. Defendant Dorian Wills, also known as Daryll Clay, is a de facto principal and manager of the Corporate Defendants. He is listed as a principal, manager, agent, or owner of Pinnacle, Velocity, Heritage Capital, Performance, Credit Source – Georgia, Reliable, Rapid, Heritage Management, Freestar World, and Pioneer. He is a signatory for Velocity's, Heritage Capital's, Heritage Management's, and Freestar World's deposit accounts. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants, including the acts and practices set forth in this Complaint. Defendant Wills resides or has resided in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

28. Defendant Lisa J. Jeter, also known as Denise Portier, is a member, manager, owner, and operator of Pinnacle, Performance, Reliable, Rapid, and Windfall. She is the signatory for these entities' deposit accounts. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants, including the acts and practices set forth in this Complaint. Defendant Jeter resides or has resided in this district and, in

connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

29. Defendant Nichole C. Anderson is a member and manager of Credit Source – Ohio, Credit Source – Georgia, and Platium, and a manager of Nationwide and National Processing. She is the signatory for Credit Source - Ohio's deposit accounts. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants, including the acts and practices set forth in this Complaint. Defendant Anderson, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

30. Defendant Hope V. Wilson is a member, manager, and owner of Velocity, Heritage Capital, and Premium Express - Georgia. She is a signatory for Velocity's and Heritage Capital's deposit accounts. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants, including the acts and practices set forth in this Complaint. Defendant Wilson, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

31. Defendant Angela J. Triplett is an officer of Credit Source – Ohio, a registered agent for Pinnacle, an officer and registered agent for Windfall, Global Acceptance, and Solution, and manager of Nationwide. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants, including the acts and practices set forth in this Complaint. Defendant Triplett, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

32. Defendant DeMarra J. Massey is a member, manager, and owner of Premium – Ohio, Premium – Georgia, and Capitol Exchange. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants, including the acts and practices set forth in this Complaint. Defendant Massey, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

33. Defendants Pinnacle, Credit Source - Ohio, Credit Source - Georgia, Velocity, Heritage Capital, Performance, Reliable, Premium – Ohio, Premium – Georgia, Windfall, Heritage Management, Freestar World, Nationwide,

National Processors, Global Acceptance, Rapid, Capitol Exchange, Pioneer Capital, Platium, and Solution (collectively, “Corporate Defendants”) have operated as a common enterprise while engaging in the deceptive, unfair, and abusive acts and practices alleged below. Defendants have conducted the business practices described below through an interrelated network of companies that have common ownership, officers, managers, business functions, employees, and office locations, and that commingled funds. Because these Corporate Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Defendants Boyland, Wills, Jeter, Anderson, Wilson, Triplett, and Massey have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of the Corporate Defendants that constitute the common enterprise.

COMMERCE

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

DEFENDANTS' DECEPTIVE AND ABUSIVE COLLECTION PRACTICES

35. Since at least September 2009, and continuing thereafter, Defendants have engaged in a scheme to defraud consumers through the collection and processing of payments for debts that consumers do not actually owe or that Defendants do not have authority to collect. Defendants contact consumers via telephone calls and make a series of misrepresentations and threats to convince consumers to pay the purported debts. Payments made by consumers then are processed through merchant accounts controlled by Defendants before being deposited into Defendants' bank accounts. In many instances, in conducting their scheme, Defendants contact consumers who have previously inquired about, applied for, or received payday loans from online lenders.

36. In numerous instances, Defendants commence their collection efforts through outbound telephone calls to consumers. In some instances, when consumers answer Defendants' debt collection telephone calls, they are connected with a live representative. In other instances, when consumers answer Defendants' debt collection telephone calls, Defendants, or intermediaries acting on behalf of Defendants, do not connect the call to a live representative, but play prerecorded messages, known as "voice broadcasting" or "robocalling." In numerous instances, if a consumer does not answer the call, these prerecorded

messages are left on consumers' voicemail or answering machines. In numerous instances, these prerecorded messages are delivered to third parties, including consumers' family members.

37. Whether through a live representative or prerecorded message, Defendants inform consumers that a complaint is being filed against them in court in which they must appear. Defendants further state that there is an order to show cause containing a restraining order and that consumers or their attorneys have only 24 to 48 hours to oppose the matter. Defendants then provide a telephone number that consumers are instructed to call.

38. In fact, in numerous instances, Defendants have not filed, do not intend to file, nor have authority to file a complaint against consumers.

39. In numerous instances, Defendants' initial communication does not identify that the call is being placed by or on behalf of Defendants. Neither do Defendants state that the call is coming from a debt collector who is attempting to collect a debt from the consumer, or that any information obtained from the consumer will be used for that purpose.

40. The telephone numbers identified in the initial communication are registered to Defendants and many are paid for by individual defendant Wilson using her personal credit card.

41. In numerous instances, when consumers call the telephone numbers contained in the initial communication, they are connected to Defendants' representatives. Defendants' representatives inform consumers that they are delinquent on a payday loan or other debt. In numerous instances, Defendants' representatives threaten consumers that they will face arrest and/or legal action if they fail to pay the alleged debt immediately.

42. In fact, in numerous instances, consumers are not delinquent on a payday loan or other debt. Further, in numerous instances when Defendants threaten consumers with legal action, no legal action has been taken, Defendants do not intend to take any such legal action, nor do Defendants have authority to take any such legal action. Moreover, Defendants cannot have consumers arrested for non-payment of a private debt.

43. In numerous instances when consumers ask for Defendants' name, Defendants' representatives do not identify themselves using their true corporate name. Instead, in numerous instances, Defendants' representatives identify themselves with a variety of unregistered fictitious business names, including Global Legal Group, Global Legal Services, National Legal Services, Legal Processing Solutions, Central Asset Bureau, Direct Processing Services, Allied Litigation Group, United Judgment & Appeals, Continental Legal Support Network,

United Legal Services, Dockets Liens & Seizures, United Judgment Center, United Legal System, National Legal Claim, United Legal Alliance, Central Legal Network, and Judicial Support Bureau.

44. In numerous instances, Defendants' representatives do not inform consumers that they are debt collectors who are attempting to collect a debt from the consumer, or that any information obtained from the consumer will be used for that purpose.
45. In numerous instances, Defendants' representatives possess, or claim to possess, the consumers' private information, such as Social Security Numbers, bank account numbers, or names and contact information of relatives, convincing consumers that the calls are legitimate collection efforts and that consumers must pay the purportedly delinquent debts.
46. In numerous instances, Defendants repeatedly contact consumers on their home, cell, and work telephones, as a means of intimidating and harassing consumers to convince them to pay the alleged debts. For example, Defendants: (i) call consumers multiple times per day or frequently over an extended period of time (for example, calling some consumers three or more times per day); and (ii) call consumers' places of employment, even though the collectors know or should know that it is inconvenient for consumers to receive calls there or that

consumers' employers prohibit consumers from receiving such communications.

47. In numerous instances, Defendants fail to provide consumers, within five days after the initial communication with consumers, a written notice containing (1) the amount of the debt; (2) the name of the creditor to whom the debt is owed; (3) a statement that unless the consumer disputes the debt, the debt will be assumed valid; and (4) a statement that if the consumer disputes the debt in writing, Defendants will obtain verification of the debt.

48. Many consumers pay the alleged debts that Defendants purport to be collecting because they are afraid of the threatened repercussions of failing to pay, because they believe Defendants are legitimate and are collecting real delinquent debt, or because they want to stop the harassment. Generally, consumers make these payments using a credit card, debit card, or electronic transfer from their bank account.

49. In numerous instances, after consumers make payment, Defendants send consumers "paid in full" letters or other communications that represent that consumers have paid off the debt in question. In some instances, consumers have received "paid in full" letters from email addresses or facsimiles identified with Defendants Anderson and Triplett.

50. In numerous instances, the addresses listed on Defendants' "paid in full" letters or provided by Defendants to their service providers are mailboxes at commercial mail receiving entities. Defendants Jeter, Wilson, and Triplett are listed as authorized signatories on the relevant documents providing for the receipt of Defendants' mail at such commercial mail receiving entities.

51. In numerous instances, when consumers contact their creditors they discover either that they never had any debts with those creditors or that their debts had already been paid.

52. Payments made by consumers are deposited into one of several of Defendants' merchant processing accounts that Defendants have established to process consumers' credit or debit cards or electronic bank transfers. The payments typically appear on consumers' bank or card statements with the billing descriptor "Velocity Payment," "Pinnacle Payment," or a similar name, typically along with a phone number. Payments processed through Defendants' merchant processing accounts are then transferred into Defendants' operating bank accounts.

53. Since at least September 2009, Defendants have collected and processed millions of dollars in payments for debts that consumers do not owe or that Defendants have no authority to collect.

VIOLATIONS OF THE FTC ACT

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

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

COUNT I

56. In numerous instances, in connection with the collection of alleged debts, Defendants have represented, directly or indirectly, expressly or by implication, that:

- (a) the consumer is delinquent on a payday loan or other debt that Defendants have the authority to collect;
- (b) the consumer has a legal obligation to pay Defendants;
- (c) the consumer will be arrested or imprisoned for failing to pay Defendants; and
- (d) Defendants have taken, intend to take, or have authority to take formal legal action against a consumer who fails to pay, such as filing suit.

57. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 56 of this Complaint:

- (a) the consumer is not delinquent on a payday loan or other debt that Defendants have the authority to collect;
- (b) the consumer is not legally obligated to pay Defendants;
- (c) the consumer will not be arrested or imprisoned for failing to pay Defendants; and
- (d) Defendants have not taken, do not intend to take, or do not have authority to take formal legal action against a consumer who fails to pay, such as filing suit.

58. Therefore, Defendants' representations as set forth in Paragraph 56 of this Complaint are false or misleading and constitute deceptive acts and practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE FDCPA

59. In 1977, Congress passed the FDCPA, 15 U.S.C. §§ 1692-1692p, which became effective on March 20, 1978, and has been in force since that date. Section 814 of the FDCPA, 15 U.S.C. § 1692l, provides that a violation of the FDCPA shall be deemed an unfair or deceptive act or practice in violation of the FTC Act.

60. Defendants are "debt collectors" as defined by Section 803(6) of the FDCPA, 15 U.S.C. § 1692a(6).

61.A “consumer,” as defined in Section 803(3) of the FDCPA, 15 U.S.C. § 1692a(3), “means any natural person obligated or allegedly obligated to pay any debt.”

62.A “debt,” as defined in Section 803(5) of the FDCPA, 15 U.S.C. § 1692a(5), “means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

COUNT II

63.In numerous instances, in connection with the collection of debts, Defendants have communicated with consumers at times or places known, or which should be known, to be inconvenient to consumers or at consumers’ places of employment when Defendants know, or have reason to know, that consumers’ employers prohibit consumers from receiving such communications, in violation of Section 805(a) of the FDCPA, 15 U.S.C. § 1692c(a).

COUNT III

64.Defendants have communicated with third parties for purposes other than acquiring location information about a consumer, without having obtained

directly the prior consent of the consumer or the express permission of a court of competent jurisdiction, and when not reasonably necessary to effectuate a post-judgment judicial remedy, in violation of Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b).

COUNT IV

65. In numerous instances, in connection with the collection of debts, Defendants engage in conduct the natural consequence of which is to harass, oppress, or abuse the caller, in violation of Section 806 of the FDCPA, 15 U.S.C. § 1692d, including, but not limited to:

- (a) by causing a telephone to ring or engaging a person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass a person at the called number, in violation of Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5); and
- (b) by placing telephone calls without meaningful disclosure of the caller's identity, in violation of Section 806(6) of the FDCPA, 15 U.S.C. § 1692d(6).

COUNT V

66. In numerous instances, in connection with the collection of debts, Defendants have used false, deceptive, or misleading representations or means, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to:

- (a) falsely representing the character, amount, or legal status of any debt, in violation of Section 807(2)(A) of the FDCPA, 15 U.S.C. § 1692e(2)(A);
- (b) falsely representing or implying that nonpayment of a debt will result in the arrest or imprisonment of a person, when such action is not lawful or when the Defendants have no intention of taking such action, in violation of Section 807(4) of the FDCPA, 15 U.S.C. § 1692e(4);
- (c) threatening to take action that is not lawful or the Defendants do not intend to take, such as filing a lawsuit, in violation of Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5);
- (d) using false representations or deceptive means to collect or attempt to collect a debt or to obtain information concerning a consumer, in violation of Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10);

- (e) failing to disclose in the initial oral communication with consumers that Defendants are debt collectors attempting to collect a debt and that any information obtained by Defendants from consumers will be used for the purpose of attempting to collect a debt, in violation of Section 807(11) of the FDCPA, 15 U.S.C. § 1692e(11); and
- (f) using a business, company, or organization name other than the true name of Defendants' business, company, or organization, in violation of Section 807(14) of the FDCPA, 15 U.S.C. § 1692e(14).

COUNT VI

67. In numerous instances, in connection with the collection of debts, Defendants have failed to send consumers, within five days after the initial communication with consumers, a written notice containing (1) the amount of the debt; (2) the name of the creditor to whom the debt is owed; (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by Defendants; (4) a statement that if the consumer notifies Defendants in writing within the thirty-day period that the debt, or any portion thereof, is disputed, Defendants will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the

consumer by Defendants; and (5) a statement that, upon the consumer's written request within the thirty-day period, Defendants will provide the consumer with the name and address of the original creditor, if different from the current creditor, in violation of Section 809(a) of the FDCPA, 15 U.S.C. § 1692g(a).

CONSUMER INJURY

68. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and the FDCPA. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT'S POWER TO GRANT RELIEF

69. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and Section 814(a) of the FDCPA, 15 U.S.C. § 1692l(a), empower this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the

disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

PRAYER FOR RELIEF

Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and Section 814(a) of the FDCPA, 15 U.S.C. § 1692l(a), and the Court's own equitable powers, requests that the Court:

A. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to, temporary and preliminary injunctions, an order freezing assets, immediate access, and appointment of a receiver;

B. Enter a permanent injunction to prevent future violations of the FTC Act and the FDCPA by Defendants;

C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the FDCPA, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and

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

Dated: December __, 2013

Respectfully submitted,

JONATHAN E. NUECHTERLEIN
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