

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

FEDERAL TRADE COMMISSION; THE ATTORNEYS GENERAL OF THE STATES OF CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, IDAHO, ILLINOIS, IOWA, KANSAS, LOUISIANA, MARYLAND, NEVADA, NEW YORK, NORTH CAROLINA, AND WASHINGTON; THE PEOPLE OF THE STATE OF CALIFORNIA; THE COMMONWEALTHS OF PENNSYLVANIA AND VIRGINIA; AND THE HAWAII OFFICE OF CONSUMER PROTECTION,

Plaintiffs

v.

HARRIS ORIGINALS OF NY, INC., a corporation,

CONSUMER ADJUSTMENT CORP. USA, a corporation,

CONSUMER ADJUSTMENT CORP., a corporation,

800 PRIME PLACE PROPERTIES LLC, a corporation,

Defendants.

Case No. 22-cv-4260

**COMPLAINT FOR
PERMANENT
INJUNCTION, MONETARY
RELIEF, AND OTHER
RELIEF**

Plaintiffs, the Federal Trade Commission (“FTC”), the Attorneys General of the states of Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Louisiana, Maryland, Nevada, New York, North Carolina; and Washington; the People of the State of California; the Commonwealths of Pennsylvania and Virginia; and the Hawaii Office of Consumer Protection (collectively “Plaintiffs”) for their Complaint allege:

1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b) and 57b; the Truth in Lending Act (“TILA”), 15 U.S.C. §§ 1601-1666j; the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. §§ 1693-1693r; the Military Lending Act (“MLA”), 10 U.S.C. § 987; and the Trade Regulation Rule Concerning Preservation of Consumers’ Claims and Defenses (“Holder Rule”), 16 C.F.R. Part 433, which authorizes the FTC to seek, and the Court to order, permanent injunctive relief, rescission or reformation of contracts, the refund of monies paid, restitution, disgorgement of ill-gotten monies, and other relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); TILA and its implementing Regulation Z, 12 C.F.R. Part 1026; EFTA and its implementing Regulation E, 12 C.F.R. Part 1005; the MLA and the Department of Defense implementing regulation (“DoD Regulation”), 32 C.F.R. Part 232; and the Holder Rule, 16 C.F.R. Part 433, in connection with the offer, sale, and financing of jewelry, watches, military-themed gifts, and ancillary products.

2. This action is also brought, in their representative and official capacities as provided by state law, by the Attorneys General of Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Louisiana, Maryland, Nevada, New York, North Carolina,

Pennsylvania, Virginia, and Washington; the People of the State of California; and the Hawaii Office of Consumer Protection (collectively the “State Attorneys General”).¹

3. The State Attorneys General bring this action pursuant to consumer protection and/or business regulation enforcement authority conferred on their attorneys general and/or state agencies by state law or pursuant to *parens patriae* or common law authority. These state laws authorize the State Attorneys General to seek 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, to stop ongoing fraud, deception, and/or unfair practices caused by Defendants’ state law violations. These laws also authorize the State Attorneys General obtain civil penalties, attorneys’ fees, expenses, and costs.

SUMMARY OF CASE

4. Harris Originals of New York, Consumer Adjustment Corp., USA, Consumer Adjustment Corp., and 800 Prime Place Properties LLC (collectively the “Defendants”) sell military-themed gifts, jewelry, and watches at retail stores across the country, all located on or near military bases. Nearly all of Defendants’ sales are made through credit sale transactions that Defendants finance. Defendants extend credit to active duty service members with more than nine months remaining before their discharge date, National Guardsmen, Reservists, and medically discharged service members.

5. Defendants target their advertising, sales pitch, merchandise, pricing, and financing at active duty service members. The central theme of Defendants’ sales pitch is that

¹ Hawaii is represented in this matter by its Office of Consumer Protection, which is not part of the state Attorney General’s Office, but is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity, the entire group is referred to herein as “State Attorneys General,” or individually as “Attorney General,” and such designation, as it pertains to Hawaii, includes the Executive Director of the State of Hawaii Office of Consumer Protection.

purchasing from them on credit will, regardless of service members' credit history or subsequent borrowing or payment activity, improve service members' credit scores, setting service members up to save thousands of dollars on car loans and obtain military promotions. Defendants' representations, however, are misleading, false, or unsubstantiated.

6. In numerous instances and despite that it is optional, Defendants unilaterally add protection plans to service members' retail installment sales contracts, treating the protection plan as required or as a component of the contract rather than an optional add-on product.

7. Since January 1, 2016, Defendants entered into retail installment contracts with over 40,000 service members.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345. This Court has supplemental jurisdiction over the subject matter of state law claims pursuant to 28 U.S.C. § 1367.

9. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1), (b)(2), b(3), (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

PLAINTIFFS

10. The FTC is an independent agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district civil action by its own attorneys. 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 TILA, 15 U.S.C. §§ 1601-1666j, which establishes, *inter alia*, disclosure and calculation requirements for consumer credit transactions and advertisements; EFTA,

15 U.S.C. §§ 1693-1693r, which regulates electronic transfers to consumer accounts; MLA, 10 U.S.C. § 987, which protects covered borrowers including active duty members of the military from certain credit practices; and the Holder Rule, 16 C.F.R. Part 433, which protects consumers entering into credit contracts.

11. The State Attorneys General are the chief legal officers for their respective states and commonwealths. The State Attorneys General bring this action pursuant to consumer protection and/or business regulation enforcement authority conferred on their attorneys general and/or state agencies by state law and/or pursuant to *parens patriae* and/or common law authority.

STATE	STATUTORY AUTHORITY
California	CAL. BUS. & PROF. CODE §§ 17200 <i>et seq.</i> and §§ 17500 <i>et seq.</i>
Connecticut	CONN. GEN. STAT. §§ 42-110a through 42-110q.
Delaware	Delaware Consumer Fraud Act, 6 Del. C. §§ 2511 <i>et seq.</i>
Florida	FLA. STAT. ch. 501, pt. II (2021).
Georgia	GA. CODE ANN. §§ 10-1-390 through 10-1-408 (2017).
Hawaii	HAW. REV. STAT. §§ 480-2, 480-3.1, 480-12, 480-15, 481A, 487-5, 487-14, 487-15, and 487A-3.
Idaho	Idaho Consumer Protection Act, title 6, chapter 48, Idaho Code.
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 <i>et seq.</i>
Iowa	IOWA CODE § 714.16.
Kansas	KAN. STAT. ANN. §§ 50-623 <i>et seq.</i>
Louisiana	Louisiana Unfair Trade Practices and Consumer Protection Law, LA. REV. STAT. ANN. §§ 51:1401 through 1428.
Maryland	MD. CODE ANN., COM. LAW §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).
Nevada	NEV. REV. STAT. §§ 598.0915(15), 598.096, 598.0963, and 598.0999.
New York	N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW §§ 349 and 350-d.
North Carolina	N.C. GEN. STAT. §§ 75-1.1, 75-14, 75-15.1, 75-15.2, and 75.16.1.
Pennsylvania	PA UTPCPL 73 P.S. §§ 201-1 through 201-9.2.
Virginia	VA. CODE ANN. §§ 59.1-196 through 59.1-207.
Washington	WASH. REV. CODE §§ 19.86, and 19.09, and 48.110.

DEFENDANTS

12. Defendant Harris Originals of NY, Inc. (“HONY”), is a New York corporation with its principal place of business at 800 Prime Place, Hauppauge, NY 11788. HONY transacts or has transacted business in this District and throughout the United States, including in each state of the State Attorneys General. At all times relevant to this Complaint, acting alone or in concert with others, HONY advertised, marketed, distributed, sold, or financed the sale of jewelry, watches, military-themed gifts, and ancillary products. Each of Defendants’ retail stores is separately incorporated as a wholly owned subsidiary of HONY.

13. Defendant Consumer Adjustment Corp. USA (“CAC USA”) is a New York corporation with its principal place of business at 800 Prime Place, Hauppauge, NY 11788. CAC USA transacts or has transacted business in this District and throughout the United States, including in each state of the State Attorneys General. At all times relevant to this Complaint, acting alone or in concert with others, CAC USA advertised, marketed, distributed, sold, financed, or purchased contracts for the financed sale of jewelry, watches, military-themed gifts, and ancillary products. CAC USA is named as the creditor in Defendants’ retail installment sales contracts.

14. Defendant Consumer Adjustment Corp. (“CAC”) is a New York corporation with its principal place of business at 800 Prime Place, Hauppauge, NY 11788. CAC transacts or has transacted business in this District and throughout the United States, including in each state of the State Attorneys General. At all times relevant to this Complaint, acting alone or in concert with others, CAC advertised, marketed, distributed, sold, financed, or purchased contracts for the financed sale of jewelry, watches, military-themed gifts, and ancillary products.

15. Defendant 800 Prime Place Properties LLC (“800 Prime”) is a New York corporation with its principal place of business at 800 Prime Place, Hauppauge, NY 11788. 800 Prime holds title to the real property where the Defendants’ headquarters are located. 800 Prime transacts or has transacted business in this District and throughout the United States, including in each state of the State Attorneys General. At all times relevant to this Complaint, acting alone or in concert with others, 800 Prime advertised, marketed, distributed, sold, or financed the sale of jewelry, watches, military-themed gifts, and ancillary products.

COMMON ENTERPRISE

16. Defendants HONY, CAC USA, CAC, and 800 Prime, and their affiliates and subsidiaries (collectively “Defendants”) have operated as a common enterprise while engaging in the unfair, deceptive, and unlawful acts and practices alleged below. Defendants have common ownership, directors, officers, managers, business functions, employees, and office locations, and have commingled funds. Because these Defendants have operated as a common enterprise, each of them is liable for the acts and practices alleged below.

COMMERCE

17. At all times relevant 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’ BUSINESS ACTIVITIES

18. Defendants own and operate approximately 19 Harris Jewelry retail stores and do business nationwide. Two stores are located on military bases. The remaining stores are located near military bases in shopping malls with high service member traffic, or at kiosks in airports serving military bases. While Defendants make most of their sales in person at their retail stores, they also operate a website: www.harrisjewelry.com.

19. Defendants market and sell various military-themed gifts, jewelry, and watches. Defendants also sell a Jewelry and Watch Protection Plan (“Protection Plan”).

20. Over 90 percent of Defendants’ sales are to service members in credit transactions that Defendants finance.

21. Defendants extend financing through retail installment contracts. The retail installment contracts are financed, or purchased from other Defendants, by Defendants CAC USA and CAC. The retail installment contracts Defendants enter into with service members vary in duration but are typically 18 to 22 months long. The annual percentage rate (“APR”) is disclosed as 14.99 percent in all states but Colorado where it is disclosed as 11.99 percent.

22. Defendants extend credit to active duty service members with more than nine months remaining before their discharge date, National Guardsmen, Reservists, and medically discharged service members. The amount of merchandise Defendants will sell on credit to an active duty service member depends on the service member’s branch and type of merchandise being purchased but ranges from \$1,000 to \$3,300.

23. Defendants require downpayments from National Guardsmen, Reservists, medically discharged service members, and active duty service members unable to provide three references.

24. Defendants tailor their merchandise and sales pitches to appeal to young service members in basic training at the lowest military pay grade.

25. Defendants train their sales agents to “prospect” for active duty service members. According to Harris’s training materials, prospecting consists of stopping consumers as they walk past a Harris Jewelry store, determining whether they are in the military, and then finding out what branch they are in and when they will be discharged.

26. Once the sales agent has determined a service member is active duty and has

a sufficient amount of time remaining until their discharge date, the agent guides the service member into the store to begin the sales presentation.

27. Defendants' sales presentation consists of the sales agent leading the service member through an oral sales pitch that incorporates a 10-page presentation book.

Defendants' sales agents are required to know and communicate everything in the sales pitch and presentation book, and as part of their training, study and role play the sales pitch incorporating the entirety of the presentation book.

28. The presentation book begins with representations about Harris's commitment to the military and the purported benefits to service members of purchasing from Harris on credit. Photos of people in military uniform appear throughout the presentation book.

Defendants' Deceptive Credit Improvement Representations

29. Defendants dedicate much of the initial presentation to describing the "Harris Program," their in-store financing plan that they tout as a special credit improvement program for service members. The Defendants claim that the Harris Program will significantly improve service members' credit scores and thereby lower the costs service members will pay to borrow in the future. Defendants make this claim without regard to service members' credit history or potential future borrowing or payment actions. Defendants instruct sales agents to promote Defendants' merchandise only after the "Harris Program" pitch is complete (*see, e.g.*, Illustration 1 below).



Illustration 1: Page 5 of Defendants' presentation book (in use until at least March 2018)

30. Defendants instruct their sales agents to engage service members in a discussion of the kind of car the service member dreams of buying, and to tell service members that they will need good credit to purchase such a car. Until at least March 2018, the seventh page of the presentation book—which Defendants described to sales agents as “the most important page” in the book—shows that service members can save over \$12,000 in payments on a future car loan if they use the Harris Program (see Illustration 2 below).

'Good' Credit		'Bad' or No Credit	
Auto Loan Amount	\$20,000	Auto Loan Amount	\$20,000
Auto Loan Term (60 Months)	5 yrs.	Auto Loan Term (60 Months)	5 yrs.
Interest Rate	6.0%*	Interest Rate	26.0%*
Monthly Payment	\$387	Monthly Payment	\$599
PAYMENT DIFFERENCE			
\$212			
TOTAL INTEREST	\$3,199	TOTAL INTEREST	\$15,929
INTEREST DIFFERENCE			
\$12,730			

*According to bankrate.com 12/14

Illustration 2: Page 7 of Defendants' presentation book (in use until at least March 2018)

31. Defendants revised this page of the presentation book in or about March 2018 to reflect a different amount of achievable savings (see Illustration 3 below).



Good Credit* can Help YOU!

EXAMPLE: 48 Month Used Auto Loan

	'Poor' or No Credit	'Good' Credit
Auto Loan Amount	\$20,000	\$20,000
Interest Rate	16.806%**	4.306%**
Monthly Payment	\$575	\$454

PAYMENT DIFFERENCE
\$121/mo.

	'Poor' Credit	'Good' Credit
TOTAL INTEREST	\$7,605	TOTAL INTEREST \$1,808

Total INTEREST DIFFERENCE
\$5,797

*Harris Jewelry does not promise or guarantee that the Harris Program will improve your credit or cause you to obtain a future loan that has more favorable interest rates or other loan terms that could result from having improved credit.
Rate examples subject to change.
**https://www.usablog.com/blog/money/personalfinance/2013/05/14/brooklyn-ford-auto-loans-federal-reserve-interest-rate-hike/002814616/
The interest rate that might be paid in this example is not based entirely on a consumer's credit score or credit history. www.HarrisJewelry.com
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HarrisProd00016767

Illustration 3: Page 7 of Defendants' presentation book (revised in March 2018 and still in use)

32. Defendants instruct sales agents to tell service members that they also need good credit for military security clearances, and that bad credit can hinder military promotions and raises.

33. The next page of the presentation book concludes with the statement: “GOOD CREDIT – As long as ALL payments are made on time!” (See Illustration 4 below.)



How Harris Helps YOU build your credit.

- Instant Credit Approval up to \$2,500 for All Active Duty Military*
- Convenient and Reasonable Payment Terms
- Easy Payment by Electronic Funds Transfer or Debit Card
- Reported to ALL Major Credit Bureaus:
EQUIFAX experian TransUnion.
- GOOD CREDIT** - As long as ALL payments are made on time!

* Must have at least 9 months of Active Service remaining.

www.HarrisJewelry.com

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Illustration 4: Page 8 of Defendants' presentation book (in use until at least March 2018)

At this point, sales agents are instructed to tell service members—regardless of the service members' current credit score, financial history, or potential subsequent borrowing or payment actions—that they will earn good credit as long as all payments to Defendants are made on

time, that good credit can help service members' "dreams come true," that Defendants want to give every service member "an excellent credit rating," and that Defendants can increase service members' credit scores to "great."

34. Defendants have no reasonable basis for making these representations. Defendants do not take individual service members' financial and credit history into consideration when they make these representations, nor do they know what financial choices a service member may make after entering into Defendants' retail installment contract. Without knowing a service members' current score, accurate credit history, and information on what financial choices a service member may make going forward, Defendants cannot accurately represent whether, or how much, a certain consumer's credit score would improve, or what impact a change in credit score may have on interest rates for future credit purchases. Simply entering into a retail installment sales contract does not guarantee an increase in a consumer's credit score and could actually result in a decrease.

35. In addition, Defendants are aware that many service members do not make all payments on time. Defendants routinely report late or missed payments to credit reporting agencies, an action likely to result in a reduction of the associated service member's credit score. Defendants also write off or sell millions of dollars of delinquent retail installment sales contracts each year and report these actions to credit reporting agencies. This, also, is likely to result in a reduction of the associated service member's credit score.

36. Defendants' sales agents also represent that, because Defendants report to all three credit reporting agencies while many other creditors report to only one or two, entering into a retail installment sales contract with Defendants will result in a faster credit score increase than other lines of credit. In fact, the number of credit reporting agencies reported to does not influence the speed at which a consumer's credit score changes.

37. Defendants also instruct sales agents to tell service members that “[h]aving no credit is the same as having poor credit,” which is untrue. Having no credit score means that a consumer’s credit history on file with the scoring bureau is insufficient or not recent enough to generate a score, while having a poor credit score can be the result of many different factors, including some history of delinquency. Having no, versus poor credit, would also have different implications for service members’ readiness to serve.

38. Finally, Defendants train their sales agents to describe purchasing from Harris on credit as a smart financial decision. For instance, if a service member expresses concern about affording the purchase or buying on credit, sales agents are instructed to say that purchasing on credit from Defendants is a way for them to “plan[] for,” “invest in,” and “build” their financial future, that the Harris Program offers “amazing benefits,” and that service members “can’t afford not to do it.”

39. In fact, for many service members, entering into a retail installment sales contract with Defendants has negative financial consequences. They find themselves obligated to make substantial payments over many months, which, among other things, in view of the additional debt and if payments are late or missed, can put their financial readiness and military readiness at risk with no notable benefit. As one service member told Defendants through Harris’s Facebook page: “I went to Harris jewelers to build up my credit [and] all I’ve got from y’all is bad credit. So much for ‘serving those who serve.’”

40. On or around March 2018, Defendants added the following small-print disclaimer to the bottom of one page of their presentation book: “Harris Jewelry does not promise or guarantee that the Harris Program will improve your credit or cause you to obtain a future loan that has more favorable interest rates or other loan terms that could result from having improve credit.” (*See* Illustration 3 above.) This small-print disclosure, however, does

not cure the deceptive net impression created by Defendants' credit improvement representations.

Defendants' Unfair and Deceptive Protection Plan Sales Practices

41. After a service member has agreed to purchase merchandise from Defendants, the sales agent hands the service member off to an in-store credit specialist who obtains various authorizations and prepares the retail installment sales contract.

42. Defendants instruct credit specialists to, at the outset, add a Protection Plan to the retail installment contract for each piece of merchandise purchased without service members' express informed consent. The price of the Protection Plan ranges from \$39.99 to \$349.99 depending on the cost of the item to which it applies, and covers ring and watch sizing, replacing watch batteries, and other jewelry and watch repairs.

43. In numerous instances and despite that it is optional, Defendants instruct credit specialists to add protection plans to service members' retail installment sales contracts, treating the protection plan as required or as a component of the contract, rather than an optional add-on product. Only if a service member questions inclusion of the Protection Plan and asks that it be removed is a Protection Plan not included in a retail installment sales contract. This happens infrequently, partly because many service members are rushed through the contract signing process. In some instances, service members are unaware that their retail installment sales contracts even include a Protection Plan.

Defendants' Failure to Provide TILA Disclosures in Advertisements

44. Defendants advertise through direct mail, posters at military installations, in military print publications, and on their website. Defendants also purchase Facebook advertisements that appear on Facebook News Feeds and Instagram. Defendants' advertisements assume credit purchases using Defendants' in-house financing.

When only the best will do, give her...

DRESS BLUES
by HARRIS®
OUR EXCLUSIVE COLLECTION

Earrings
\$55 per payday*
\$1199 #ESET1340

Pendant
\$699 #PSET1340

YOUR CHOICE
\$50 per payday*

10KW GOLD genuine diamond & sapphires!

Pendant
\$699 #PMIS1328

Fashion Ring
\$699 #RLFW0572

Men's Band
\$1199 #RGMW0516

Wedding Band
\$55 per payday*
\$499 #RLDBW081

Bridal Insert
\$65 per payday*
\$1799 #RMBR0170
See more Your Princess styles on Pg. 14

Men's Band
\$1199 #RGMW0631

YOUR CHOICE
\$55 per payday*

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TERMS & CONDITIONS

11

SOME IMAGES HAVE BEEN ENLARGED TO SHOW DETAIL. Not responsible for typographical errors. Due to unforeseen manufacturer delays, some items may be temporarily unavailable. We will offer comparable substitutions, if available.

Prices subject to change without notice due to the world market conditions of diamonds, gold, precious metals and gemstones. The price shown is the retail price. It does not include **Sales Tax** (required in the following states: CO, FL, GA, IL, KS, NC, NY, TN, TX, VA, WA), shipping/insurance/handling, warranties or finance charges.

Enhanced black diamonds and most colored gemstones have been heat treated to permanently create the intense color. **Enhanced blue diamonds** have been irradiated to permanently exhibit their intense color. **Sapphires** are commonly enhanced by treatments such as heating and diffusion.

SHIPPING & HANDLING- Orders are shipped UPS Ground (Domestic) or U.S. Postal Service Priority Mail (APO/FPO Addresses) for a full refund, provided it has not been altered or damaged. Please call 1-800-989-7732 for return mail instructions or visit a store near you.

RETURNS- You can return your jewelry at any time within 30 days of date of original purchase (45 days for APO/FPO Addresses) for a full refund, provided it has not been altered or damaged. Please call 1-800-989-7732 for return mail instructions or visit a store near you.

EXCHANGES- After 30 days, but within 90 days of purchase, you may exchange your diamond jewelry only for another diamond jewelry item(s) of equal or greater value, provided it has not been altered or damaged. Military Appreciation Discounts may only be applied to an exchange purchase at the level, if any, used at the time of the original purchase. Watches and items without diamonds are excluded.

***ADVERTISED/ESTIMATED 'Per Payday' TWICE MONTHLY PAYMENTS-** Estimated 'Per Payday' Payment (twice monthly) shown includes estimated **Finance Charges (14.99% Annual Percentage Rate, 11.99% in CO only)**, estimated Sales Tax, a Jewelry & Watch Protection Plan, Ground Shipping & Handling, and has been based on the following Advertised Monthly Terms:

Starting Retail	Ending Retail	Advertised Monthly Terms*	Starting Retail	Ending Retail	Advertised Monthly Terms*	Starting Retail	Ending Retail	Advertised Monthly Terms*
up to \$200	\$199	3	\$750	\$799	10	\$1,400	\$1,699	17
\$200	\$299	4	\$800	\$899	11	\$1,700	\$1,999	18
\$300	\$399	5	\$900	\$1,049	12	\$2,000	\$2,199	19
\$400	\$499	6	\$1,050	\$1,149	13	\$2,200	\$2,399	20
\$500	\$549	7	\$1,150	\$1,249	14	\$2,400	and up	21
\$550	\$699	8	\$1,250	\$1,300	15			
\$700	\$749	9	\$1,301	\$1,399	16			

*Actual payment and terms may vary based on many factors such as your total purchase, recent purchases (for existing accounts), promotional discounts and, for Active Duty Military accounts, time left in service. **YOUR PAYMENT AMOUNT, AS WELL AS ANY DOWN PAYMENT REQUIREMENT, WILL BE GIVEN AT CREDIT APPROVAL.** See below for information on 'How Your Payment Will Be Calculated.'

HOW YOUR PAYMENT WILL BE CALCULATED- Your Monthly Payment will be calculated using your actual Total Purchase Amount plus applicable **Finance Charges (14.99% Annual Percentage Rate, 11.99% in CO only)** and Sales Tax. Your Total Purchase Amount will include your retail merchandise total (less any promotional discounts), additional non-product purchases (such as a Jewelry & Watch Protection Plan or Ring Sizing) and any Shipping & Handling charges. Finance Charges will be calculated based on the Total Purchase Amount and your approved monthly terms. Credit Limits and Monthly terms from 3 to 17 Months (for approximate retail merchandise totals up to \$1,699), 18 to 20 Months (for approximate retail merchandise totals from \$1,700 to \$2,399), and 21 Months (for approximate retail merchandise totals over \$2,400) - will be approved based on individual credit/worthiness. Purchases above the Credit Limit can be made with a Down Payment. **\$100 minimum monthly terms (\$50 per payday) are required on any new account purchase, regardless of the total purchase. ALL CREDIT PURCHASES ARE SUBJECT TO FINAL APPROVAL.**

RING SIZER cut & remove

RING SIZING- Cut out and remove ring sizer. First half size up or down is \$25 per ring, each additional half size is \$5 per ring. Additional charges may be incurred for more than 2 times Ladies' standard size 7 and Men's standard size 10.

Illustration 5: Pages 8 and 11 from the Defendants' 2018 Holiday 18-page direct mail advertisement (smaller than actual size)

45. Defendants' print advertisements state a payment amount for multiple specific items of merchandise, such as \$50 per payday for a pendant. Some of Defendants' print advertisements include a table showing a hypothetical payment schedule using monthly payments (see, e.g., Illustration 5 above (showing some, but not all, of the inaccurate or omitted disclosures contained in Defendants' print advertisements)), which is located distant from the per payday payment offer. However, in numerous instances, Defendants' print advertisements—whether or not they contain a table—fail to state or clearly and conspicuously state: (a) the amount or percentage of any downpayment (downpayments are required for National Guardsmen, Reservists, medically discharged service members, and

any active service member who cannot provide three references); (b) the repayment obligation over the full term of the financing; or (c) the annual percentage rate (“APR”), stated as such. Defendants’ print advertisements that contain a table also do not clearly refer from the amount of per payday payment to the page or location of the table.

46. Defendants’ email advertisements also state payment amounts for specific items of merchandise. Defendants’ email advertisements do not state or clearly and conspicuously state: (a) the amount or percentage of any downpayment; (b) the repayment obligation over the full term of the financing; or (c) the APR, stated as such.

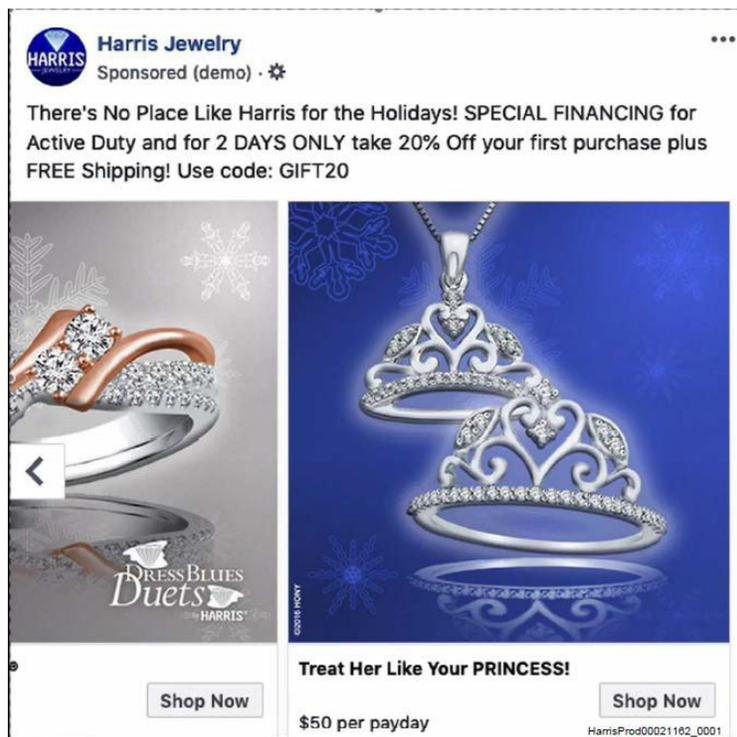


Illustration 6: Example of Defendants’ Facebook advertisements (not actual size)

47. Defendants’ Facebook advertisements also set out a payment amount without stating or clearly and conspicuously stating: (a) the amount or percentage of any downpayment; (b) the repayment obligation over the full term of the financing; or (c) the APR, stated as such (*see, e.g.*, Illustration 6 above).

48. Advertisements on Defendants' website set forth payment amounts for items of merchandise on numerous pages. A separate page of the website, distant from the promoted payments, contains a table showing a hypothetical payment schedule. However, that schedule does not state or clearly and conspicuously state: (a) the amount or percentage of any downpayment, (b) the repayment obligation over the full term of the financing, or (c) the APR, stated as such. The product pages where the amount of payments is set out do not show the other credit terms of the offer, such as the downpayment, full terms of repayment and APR, nor do they clearly refer to the page or location of the table.

49. Defendants' website also advertises an interest rate, but fails to state that rate as an APR.

Defendants' Failure to Comply with TILA and EFTA

50. Defendants do not provide all mandated TILA disclosures in the closed-end retail installment sales contracts they use.

51. When a service member makes a credit purchase from Defendants, they initially enter into a retail installment sales contract with HONY or one of HONY's wholly owned subsidiaries. HONY or the subsidiary then immediately assigns the contract to CAC USA, as indicated with statements in the retail installment sales contracts such as the following: "It is hereby mutually agreed that this account will be assigned for collection to Consumer Adjustment Corp. USA and that all payments are to be made to them." However, Defendants' retail installment sales contracts incorrectly list CAC USA, rather than HONY or its wholly owned subsidiary, as the initial creditor, and fail to make the disclosure of the initial creditor clear and conspicuous.

52. Defendants' retail installment sales contracts also fail to state the terms required for the "Itemization of Amount Financed" and to separate the "Itemization of

Amount Financed” from other terms and information, as required by TILA, intermingling other credit terms, such as the finance charge, APR, and total of payments. (See, e.g., Illustration 7 below.)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE							WA
[REDACTED]		Batch: 1260450	Ticket: 736089	Date: 5/6/2019	Page 1 of 9		
		RETAIL INSTALLMENT CONTRACT					
SELLER: HARRIS ORIGINALS OF WA INC D/B/A Harris Jewelry TACOMA MALL 4502 S STEELE ST SP#456D TACOMA, WA 98409-0000 253-472-0796			CREDITOR: To Whom The Obligation Will Be Payable CONSUMER ADJUSTMENT CORP USA 800 Prime Place, Hauppauge, NY 11788 Tel: (800) 989-7732				
BUYER: **-.7150 [REDACTED] Name: [REDACTED] Care of: [REDACTED] Unit: [REDACTED] Base: [REDACTED] State: [REDACTED]			Date: 5/6/2019 12:35:21PM Store: 45 Batch: 1260450 Ticket: 736089 Ref:				
Step1: 878 Sean Lanagan			Step2:				
ITEMIZATION OF THE AMOUNT FINANCED							
SKU	Description	Qty	Extended Price	State	Tax Amt	Ship	
RDUW12047	10KW RD DIAMOND W/DI	1	2,519.10	WA	254.43	D RC	
TOTAL CASH PRICE OF MERCHANDISE					2,619.10		
SALES TAXES					254.43		
TOTAL CASH DELIVERED PRICE						2,773.53	
CASH DOWN PAYMENT						525.00	
ALLOWANCE						0.00	
NET (UNPAID) BALANCE OF CASH DELIVERED						2,248.53	
PRICE OF CURRENT PURCHASE						375.89	
PREVIOUS BALANCE (NET OF UNEARNED FINANCE CHARGES)						2,624.42	
AMOUNT FINANCED (UNPAID BALANCE)						334.64	
FINANCE CHARGE (NOT ITEMIZED) 14.99 % ANNUAL PERCENTAGE RATE						2,959.06	
TOTAL OF PAYMENTS (DEFERRED PAYMENT)							
We at Harris Jewelry are very proud of our fine service personnel who are defending our Country with honor.							
THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE WA							
[REDACTED]		Batch: 1260450	Ticket: 736089	Date: 5/6/2019	Page 1 of 9		

Illustration 7: Example first page of Defendants’ retail installment sales contract (smaller than actual size)

53. Defendants collect payments from service members by electronic fund transfers, including debit cards and ACH payments, among other methods. Most of the electronic fund transfer preauthorizations Defendants obtain from service members provide for twice-monthly payments. This conflicts with the TILA payment schedule provided earlier in the retail installment sales contract, which provides for monthly payments (*see, e.g.*, Illustration 8), making the TILA payment schedule disclosure in the retail installment sales contracts inaccurate and not clear and the terms of the electronic fund transfer preauthorization form neither clear nor readily understandable. In some instances, the preauthorizations also do not fully or correctly state the required payments (*see, e.g.*, Illustration 9 below (note that, unlike most of Defendants' preauthorizations, this example only has one of the twice-monthly payment blanks filled out)).

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE					WA
Name: [REDACTED]		Batch: 1260450	Ticket: 736089	Date: 5/8/2019	Page 2 of 9
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of 525.00	
14.99	334.64	2,624.42	2,959.06	3,484.06	
Buyer's payment schedule will be:					
Number of Monthly Payments		Amount of Payments	When Payments are Due		
19		155.74	Your first payment is due 06/01/2019		
Final payment of the remaining unpaid balance is due and payable 12/01/2020					
<p>LATE CHARGE: A late charge will be assessed on any installment payment which is overdue more than ten (10) days, in an amount which is five (5) percent of the late payment or \$5.00, whichever is the lesser amount.</p> <p>SECURITY: You are giving a security interest in the goods being purchased to secure the performance of your payment obligations under this Contract.</p> <p>PREPAYMENTS: You may pre-pay your unpaid balance at any time without penalty. You are entitled to a partial refund if you overpay your finance charge.</p> <p>NO LIABILITY, PERSONAL OR PROPERTY INSURANCE COVERAGE IS PROVIDED TO BORROWER UNDER THIS RETAIL INSTALLMENT CONTRACT</p> <p style="text-align: center;">Borrower accepts the annual percentage rate as stated above for this purchase.</p>					
THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE					WA
Name: [REDACTED]		Batch: 1260450	Ticket: 736089	Date: 5/8/2019	Page 2 of 9

Illustration 8: Example second page from Defendants' retail installment sales contracts (smaller than actual size)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE		WA
Name: [REDACTED]	Batch: 1280450	Ticket: 736089
Date: 5/6/2019	Page 8 of 9	

<p>Consumer Adjustment Corp. Affiliated with Harris Jewelry 800 Prime Place Hauppauge NY 11788-4759</p>	<p>Consumer Adjustment Corp. USA</p>	<p>Toll Free: 1 (800) 989-7732 Direct: (631) 348-0303 Email: customerservice@CACorpUSA.com www.harrisjewelry.com</p>
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Agreement for Authorization of Recurring Monthly Payments

I, [REDACTED], HARRIS account # [REDACTED] hereby authorize Consumer Adjustment Corp. USA (CAC) to electronically transfer funds from my account in the recurring amt of \$ 162.67 on the 15th and _____ of every month on military payday beginning 5/15/2019 until my account is paid in full. If military payday falls on a holiday or weekend, the debit will occur on the last banking day preceding the 1st or 15th. If this transaction is declined by your bank, it will be processed for up to another 7 days following the date that it is declined. If the payment is still not approved, it will be processed on the next payday, along with the payment regularly scheduled to be processed at that next payday.

Keyed at store Initial Here

CAC is aware that certain banks and credit unions give active duty service members access to the funds from their military pay prior to the actual military payday ("Early Paydays"). If I bank with one of these banks or credit unions, I give CAC permission to debit my account on these Early Paydays.

I AGREE I DO NOT AGREE Initial Here

I understand that it may be necessary for me to notify my bank about the recurring transactions described above, and I further understand that it may be necessary for me to tell my bank that I authorize the recurring transactions described above. Initial Here

I understand it is my responsibility to notify CAC, in writing, at its corporate headquarters (address above), or by email at the following email address: customerservice@CACorpUSA.com or to call toll free at 1-800-989-7732, to stop these transactions. Initial Here

CAC agrees not to transfer any unauthorized amounts and is under no liability for transactions done prior to receiving written notice to stop these transactions. Initial Here

Attach a voided check or fill in the information below: CHANGE INCREASE

Name (as it appears on check): _____

Customer Address: _____

Customer City: _____ Customer State: _____ Customer Zip: _____

Customer Phone: _____ Customer SSN (last 4 digits): [][][][]

Name of Bank: _____ Bank City: _____ Bank State: _____

ROUTING # [][][][][][][] ACCOUNT # [][][][][][][][][][][][][][][][][] Checking or Savings (check one)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE		WA
Name: [REDACTED]	Batch: 1280450	Ticket: 736089
Date: 5/6/2019	Page 8 of 9	

Illustration 9: Example sixth page from Defendants' retail installment sales contracts (smaller than actual size)

Defendants' Failure to Comply with the MLA Disclosure Requirements

54. The payment schedules that Defendants include in their retail installment sales contracts assume a monthly payment schedule. In contrast, the electronic fund transfer preauthorizations that Defendants receive from service members provide for twice-monthly payments, and in various instances, do not fully or correctly state the required payments. This conflict in payment terms results in Defendants failing to provide a clear description of the payment obligation.

55. Because Defendants do not provide disclosures in accord with TILA, including the Itemization of the Amount Financed, they also do not provide all disclosures required by the MLA.

56. At no point during the sale or contracting process do Defendants provide service members oral disclosure of the statement of the military annual percentage rate ("MAPR"). Nor do Defendants provide service members a toll-free number where they can obtain the statement of the MAPR.

Defendants' Failure to Comply with the Holder Rule

57. Defendants fail to include in their retail installment sales contracts the notice provided in 16 C.F.R. § 433.2, known as the "Holder Notice."

Long-Standing and Ongoing Conduct

58. Based on the facts and violations of law alleged in this Complaint, the FTC and State Attorneys General have reason to believe that Defendants are violating or are about to violate laws enforced by the Commission and State Attorneys General because, among other things: Defendants only ceased some unlawful conduct after learning of law enforcement investigations while other conduct is ongoing despite Defendants' awareness of law enforcement investigations; Defendants engaged in their unlawful conduct repeatedly

over many years and continued their unlawful conduct despite knowledge of numerous consumer complaints; and Defendants remain in the business of selling and financing jewelry, watches, military-themed gifts, and ancillary products primarily to active-duty service members and therefore maintain the means, ability, and incentive to resume any unlawful conduct which has ceased.

VIOLATIONS OF THE FTC ACT

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

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

61. Acts or practices are unfair under Section 5 of the FTC Act if they cause or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing benefits to consumers or competition. 15 U.S.C. § 45(n).

VIOLATIONS OF STATE UNFAIR AND DECEPTIVE PRACTICE ACTS

62. The state statutes listed below generally prohibit deceptive trade practices and, with the exception of Virginia, also prohibit practices that are unfair in connection with the offer and sale of goods and services to consumers.

STATE	STATUTORY AUTHORITY
California	CAL. BUS. & PROF. CODE §§ 17200 <i>et seq.</i> and §§ 17500 <i>et seq.</i>
Connecticut	CONN. GEN. STAT. §§ 42-110(a) through 42-110(q).
Delaware	Delaware Consumer Fraud Act, 6 Del. C. § 2513.
Florida	FLA. STAT. ch. 501, pt. II (2021).
Georgia	GA. CODE ANN. §§ 10-1-390 through 10-1-408 (2017).
Hawaii	HAW. REV. STAT. §§ 480-2 and 481A.
Idaho	Idaho Consumer Protection Act, title 6, chapter 48, Idaho Code.

Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 <i>et seq.</i>
Iowa	IOWA CODE § 714.16.
Kansas	KAN. STAT. ANN. §§ 50-623 <i>et seq.</i>
Louisiana	Louisiana Unfair Trade Practices and Consumer Protection Law, LA. REV. STAT. ANN. §§ 51:1401-1428.
Maryland	MD. CODE ANN., COM. LAW §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).
Nevada	NEV. REV. STAT. §§ 598.0915(15), 598.096, and 598.0963.
New York	NY EXEC. L. § 63(12); N.Y. GEN'L BUS. L. § 349.
North Carolina	N.C. GEN. STAT. § 75-1.1.
Pennsylvania	PA. UTPCPL 73 P.S. §§ 201-1 through 201-9.2
Virginia	VA. CODE ANN. §§ 59.1-196 through 59.1-207.
Washington	WASH. REV. CODE §§ 19.86, 19.09, and 48.110.

Count I
False or Unsubstantiated Credit Improvement Representations
(By the FTC and the State Attorneys General)

63. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of jewelry, watches, military-themed gifts, and ancillary products, including through the means described in Paragraphs 18 through 40, Defendants represent, directly or indirectly, expressly or by implication, that consumers who enter into Defendants' retail installment sales contracts will achieve a significant improvement in their credit score as long as they make all payments on time.

64. In truth and in fact, in numerous instances, the representations set forth in Paragraph 63 are false or misleading, or were not substantiated at the time the representations were made.

65. Therefore, the making of the representations as set forth in Paragraph 63 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

66. The foregoing practices also violate the laws of the states of the State

Attorneys General as follows:

STATE	STATUTORY AUTHORITY
California	CAL. BUS. & PROF. CODE §§ 17200 <i>et seq.</i> and §§ 17500 <i>et seq.</i>
Connecticut	CONN. GEN. STAT. § 42-110b(a).
Delaware	Delaware Consumer Fraud Act, 6 Del. C. § 2513.
Florida	FLA. STAT. § 501.204(1) (2021).
Georgia	GA. CODE ANN. § 10-1-393 (2017).
Hawaii	HAW. REV. STAT. §§ 480-2 and 481A.
Idaho	Idaho Consumer Protection Act, title 6, chapter 48, Idaho Code.
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 <i>et seq.</i>
Iowa	IOWA CODE § 714.16.
Kansas	KAN. STAT. ANN. § 50-626.
Louisiana	LA. REV. STAT. ANN. § 51:1405.
Maryland	MD. CODE ANN., COM. LAW §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).
Nevada	NEV. REV. STAT. § 598.0915(15).
New York	NY EXEC. L. § 63(12); N.Y. GEN'L BUS. L. § 349.
North Carolina	N.C. GEN. STAT. § 75-1.1.
Pennsylvania	PA. UTPCPL 73 P.S. §§ 201-1 through 201-9.2.
Virginia	VA. CODE ANN. § 59.1-200(A).
Washington	WASH. REV. CODE §§ 19.86.020, 19.09.100, and 19.09.340.

Count II
Misrepresentations Regarding Protection Plans
(By the FTC and the State Attorneys General)

67. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of jewelry, watches, military-themed gifts, and ancillary products, including through the means described in Paragraphs 41 through 43, Defendants represent, directly or indirectly, expressly or by implication, that the Protection Plan appearing in consumers' retail installment sales contracts is not optional or is required to finance the purchase.

68. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 67, the Protection Plan appearing in consumers' retail installment sales contracts is optional and is not required to finance the purchase.

69. Therefore, Defendants' representations as set forth in Paragraph 67 are false or misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

70. The foregoing practices also violate the laws of the states of the State Attorneys General as follows:

STATE	STATUTORY AUTHORITY
California	CAL. BUS. & PROF. CODE §§ 17200 <i>et seq.</i> and §§ 17500 <i>et seq.</i>
Connecticut	CONN. GEN. STAT. § 42-110b(a).
Delaware	Delaware Consumer Fraud Act, 6 Del. C. § 2513.
Florida	FLA. STAT. § 501.204(1) (2021).
Georgia	GA. CODE ANN. § 10-1-393 (2017).
Hawaii	HAW. REV. STAT. §§ 480-2 and 481A.
Idaho	Idaho Consumer Protection Act, title 6, chapter 48, Idaho Code
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 <i>et seq.</i>
Iowa	IOWA CODE § 714.16.
Kansas	KAN. STAT. ANN. § 50-626 .
Louisiana	LA. REV. STAT. ANN. § 51:1405.
Maryland	MD. CODE ANN., COM. LAW §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).
Nevada	NEV. REV. STAT. § 598.0915(15).
New York	NY EXEC. L. § 63(12); N.Y. GEN'L BUS. L. § 349.
North Carolina	N.C. GEN. STAT. § 75-1.1.
Pennsylvania	PA. UTPCPL 73 P.S. §§ 201-1 through 201-9.2.
Virginia	VA. CODE ANN. § 59.1-200(A).
Washington	WASH. REV. CODE §§ 19.86.020, 19.09.100, and 19.09.340.

Count III
Unfair Protection Plan Sales Practices
(By the FTC and the State Attorneys General except Virginia)

71. In numerous instances, Defendants have added Protection Plans costing \$39.99 to \$349.99 to consumers' retail installment sales contracts without consumers' express, informed consent.

72. Defendants' actions cause or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing benefits to consumers or competition.

73. Therefore, Defendants' acts or practices as set forth in Paragraph 71 constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), (n).

74. The foregoing practices also violate the laws of the states of the State Attorneys General as follows:

STATE	STATUTORY AUTHORITY
California	CAL. BUS. & PROF. CODE §§ 17200 <i>et seq.</i> and §§ 17500 <i>et seq.</i>
Connecticut	CONN. GEN. STAT. § 42-110b(a).
Delaware	Delaware Consumer Fraud Act, 6 Del. C. § 2513.
Florida	FLA. STAT. §§ 501.204(1) (2021).
Georgia	GA. CODE ANN. § 10-1-393 (2017).
Hawaii	HAW. REV. STAT. §§ 480-2 and 481A.
Idaho	Idaho Consumer Protection Act, title 6, chapter 48, Idaho Code.
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 <i>et seq.</i>
Iowa	IOWA CODE § 714.16.
Kansas	KAN. STAT. ANN. §§ 50-626 and 50-627.
Louisiana	LA. REV. STAT. ANN. § 51:1405.
Maryland	MD. CODE ANN., COM. LAW §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.).
Nevada	NEV. REV. STAT. § 598.0915(15).
New York	NY EXEC. L. § 63(12); N.Y. GEN'L BUS. L. § 349.
North Carolina	N.C. GEN. STAT. § 75-1.1.

Pennsylvania	PA. STAT. TITLE UTPCPL 73 P.S. §§ 201-1 through 201-9.2.
Washington	WASH. REV. CODE §§ 19.86.020, 19.09.100, and 19.09.340.

VIOLATIONS OF TILA AND REGULATION Z

75. Under TILA, 15 U.S.C. §§ 1601–1666j, and its implementing Regulation Z, 12 C.F.R. Part 1026, creditors who extend “closed-end credit,” as defined in 12 C.F.R. § 1026.2(a)(10), must comply with the applicable disclosure provisions of TILA and Regulation Z, including but not limited to Sections 1026.17 and 1026.18 of Regulation Z. 12 C.F.R. §§ 1026.17 and 1026.18. Under TILA, assignees, such as Defendants CAC USA and CAC, are also liable for violations on the face of the disclosure. Section 131 of TILA, 15 U.S.C. § 1641.

76. “Creditor” means a person who regularly extends consumer credit that is subject to a finance charge or is payable by written agreement in more than four installments (not including a downpayment), and to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no contract. 12 C.F.R. § 1026.2(a)(17). Defendants are creditors under TILA and Regulation Z because they extend consumer credit subject to a finance charge and the obligation is initially payable to them.

77. “Closed-end credit” means consumer credit other than open-end credit, and “[o]pen-end credit” is defined as “consumer credit extended by a creditor under a plan in which: (i) the creditor reasonably contemplates repeated transactions; (ii) the creditor may impose a finance charge from time to time on an outstanding unpaid balance; and (iii) the amount of credit that may be extended to the consumer during the term of the plan (up to any limit set by the creditor) is generally made available to the extent that any outstanding balance is repaid.” 12 C.F.R. §§ 1026.2(a)(10) and (a)(20). Defendants extend closed-end

credit to consumers under Regulation Z because their financing agreements do not meet all three criteria for open-end credit.

78. TILA and Regulation Z require creditors of closed-end credit to disclose, before the credit is extended, clearly and conspicuously in writing, the following, among other terms of the financing: the identity of the creditor, the amount financed, the itemization of the amount financed, the finance charge, the annual percentage rate, using that term, and the payment schedule (the number, amount, and timing of payments scheduled to repay the obligation). These disclosures must reflect the terms of the legal obligation between the parties. 12 C.F.R. §§ 1026.17 and 1026.18.

79. TILA and Regulation Z also require that, if any advertisement for closed-end credit states the amount or percentage of the downpayment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, then the advertisement must clearly and conspicuously disclose all of the following: the amount or percentage of the downpayment, the terms of repayment, and the annual percentage rate, using that term. 12 C.F.R. § 1026.24(b) and (d). Catalog or multiple-page advertisements may disclose this information in a table if the table is clearly and conspicuously set forth and the triggering terms clearly refer to the page or location where the table begins. 12 C.F.R. § 1026.24(e).

80. TILA and Regulation Z additionally require that if an advertisement for closed-end credit states the rate of a finance charge, it shall state the rate as an annual percentage rate. 12 C.F.R. § 1026.24(c).

81. “Advertisement” means a commercial message in any medium that promotes, directly or indirectly, a credit transaction. 12 C.F.R. § 1026(a)(2). Defendants promote credit transactions in various mediums, including on a website and in email and

printed mailers sent to service members, and Defendants are subject to the advertising requirements of TILA and Regulation Z.

82. Under Section 108(c) of TILA, 15 U.S.C. § 1607(c), every violation of TILA and Regulation Z constitutes a violation of the FTC Act.

Count IV
Failure to Disclose or Clearly and Conspicuously Disclose
Required Credit Information in Advertisements
(By the FTC)

83. In numerous instances, Defendants have violated the requirements of TILA and Regulation Z by failing to make required disclosures in print and electronic advertisements containing triggering terms, including:

- a. the amount or percentage of the downpayment;
- b. the terms of repayment, which reflect the repayment obligation over the full term of the financing; and
- c. the annual percentage rate.

84. In numerous instances, Defendants have violated the requirements of TILA and Regulation Z applicable to multiple-page and electronic advertisements by:

- a. giving required disclosures in a table that is not clearly and conspicuously set forth; and
- b. failing to clearly refer to the page or location where a table of disclosures begins.

85. In numerous instances, Defendants have violated the requirements of TILA and Regulation Z by stating a rate of finance charge in advertisements but failing to state that rate as an annual percentage rate.

86. Therefore, Defendants' practices set forth in Paragraphs 83 through 85 violate Section 144 of TILA, 15 U.S.C. § 1664, and Section 1026.24 of Regulation Z, 12 C.F.R. § 1026.24.

87. By engaging in the violations of TILA and Regulation Z set forth in Paragraphs 83 through 85, Defendants have violated the FTC Act.

Count V
Failure to Disclose or Clearly and Conspicuously Disclose
Required Credit Information in Writing
(By the FTC)

88. In numerous instances, Defendants have violated the requirements of TILA and Regulation Z by failing to disclose, or clearly and conspicuously disclose, in writing before extending closed-end credit to consumers the following information in a manner reflecting the terms of the legal obligation between the parties:

- a. the payment schedule;
- b. an itemization of the amount financed separated from other terms and information; and
- c. the identity of the creditor.

89. Therefore, Defendants' practices set forth in Paragraph 88 violate Sections 121 and 128 of TILA, 15 U.S.C. §§ 1631 and 1638, and Section 1026.17 and 1026.18 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18. Defendants CAC USA's and CAC's practices, based on their assignee liability in Section 131 of TILA, 15 U.S.C. § 1641, also violate Sections 121 and 128 of TILA, 15 U.S.C. §§ 1631 and 1638, and Section 1026.17 and 1026.18 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

90. By engaging in the violations of TILA and Regulation Z set forth in Paragraph 88, Defendants have violated the FTC Act.

VIOLATIONS OF EFTA AND REGULATION E

91. Defendants are "persons" as this term is defined in Section 1005.2(j) of Regulation E, 12 C.F.R. § 1005.2(j), and are therefore subject to 12 C.F.R. §§ 1005.3(b)(2) and 1005.10(b).

92. Regulation E, 12 C.F.R. § 1005.3(b)(2), states that a person initiating an electronic fund transfer using a consumer's check as a source of information for the transfer must provide a notice that the transaction will or may be processed as an electronic fund transfer and obtain the consumer's authorization, which occurs when the consumer receives notice and goes forward with the transaction. For point-of-sale transfers, the notice must be posted in a prominent and conspicuous location, and a copy or a substantially similar notice must be provided to the consumer at the time of the transaction. EFTA, 15 U.S.C. § 1693e, and Regulation E, 12 C.F.R. § 1005.10(b), state that preauthorized electronic fund transfers from a consumer's account may be authorized only by a writing signed or similarly authenticated by the consumer. The Bureau of Consumer Protection's Official Staff Commentary to Regulation E (Official Staff Commentary to Regulation E), Section 1005.10(b), 12 C.F.R. § 1005.10(b), provides that a preauthorization for electronic fund transfers is valid if, among other things, the terms of the preauthorization are clear and readily understandable. Section 1005.10 of the Official Staff Commentary to Regulation E, 12 C.F.R. § 1005.10(b), cmt. 6, Supp. I, provides that "[a]n authorization is valid if . . . the terms of the preauthorized transfer are clear and readily understandable."

93. Under Section 918(c) of the EFTA, 15 U.S.C. § 1693o(c), a violation of the EFTA and Regulation E constitutes a violation of the FTC Act.

Count VI
Failure to Obtain Clear and Readily Understandable Preauthorizations
for Electronic Fund Transfers
(By the FTC)

94. In numerous instances, in connection with the offer, sale, and financing of jewelry, watches, military-themed gifts, and ancillary products, Defendants have obtained

preauthorization from consumers for electronic fund transfers from consumers' accounts with authorization forms the terms of which are not clear and readily understandable.

95. Therefore, Defendants' acts or practices as set for in Paragraph 94 violate, 15 U.S.C. § 1693e, and Regulation E, 12 C.F.R. § 1005.10(b).

96. By engaging in the violations of EFTA and Regulation E set forth in Paragraph 94, Defendants have violated the FTC Act.

VIOLATIONS OF THE MLA AND DoD REGULATION

97. The amended MLA and amended DoD Regulation protect covered borrowers including active duty members of the military from certain credit practices.

98. "Covered borrower" includes a consumer who, at the time he or she becomes obligated on a consumer credit transaction, is a member of the armed forces on active duty or active guard or reserve duty. 10 U.S.C. § 987(i)(1); 32 C.F.R. § 232.3(g)(1) and (2).

99. "Creditor" means a person who is engaged in the business of extending consumer credit, or an assignee of such person with respect to any consumer credit extended. 10 U.S.C. § 987(i)(5); 32 C.F.R. § 232.3(i)(1) and (2). Defendants are creditors under the MLA and DoD Regulation because they are engaged in the business of extending consumer credit or are assignees of such persons with respect to any consumer credit extended.

100. "Consumer credit" means credit offered or extended to a covered borrower primarily for personal, family, or household purposes that is subject to a finance charge or payable by a written agreement in more than four installments. 32 C.F.R. § 232.3(f)(1). Defendants offer and extend consumer credit by means of selling jewelry, watches, military-themed gifts, and ancillary products or services through retail installment sales contracts to active duty service members.

101. With respect to any extension of consumer credit to a covered borrower, among other things, the DoD Regulation requires creditors to provide covered borrowers any disclosure required by Regulation Z, in accordance with the requirements of Regulation Z, before or at the time the borrower becomes obligated on the transaction. 32 C.F.R. § 232.6(a)(2). The DoD Regulation also requires that creditors provide a clear description of the payment obligation to the covered borrower before or at the time the borrower becomes obligated on the transaction. 32 C.F.R. § 232.6(a)(3). Creditors must provide these disclosures in writing. Creditors must also orally provide the description of the payment obligation, and a statement of the MAPR applicable to the extension of consumer credit. 32 C.F.R. § 232.6(d).

Count VII
Violations of the MLA and DoD Regulation
(By the FTC)

102. In numerous instances, Defendants have violated the requirements of the MLA and DoD Regulation by failing to provide covered borrowers, before or at the time the borrower becomes obligated on the transaction, the following in writing:

- a. a clear description of the payment obligation; and
- b. the disclosures required by Regulation Z in accordance with the requirements of Regulation Z.

103. In numerous instances, Defendants have violated the requirements of the MLA and DoD Regulation by failing to provide covered borrowers, before or at the time the borrower becomes obligated on the transaction, an oral statement of the MAPR applicable to the extension of consumer credit.

104. Therefore, Defendants' practices set forth in Paragraphs 102 and 103 violate Sections 232.6(a)(2) and (3) and 232.6(d)(2) of the DoD Regulation, 32 C.F.R. §§ 232.6(a)(2) and (3) and 232.6(d)(2), respectively.

VIOLATIONS OF THE HOLDER RULE

105. The Holder Rule, promulgated by the Commission under Section 18 of the FTC Act, 15 U.S.C. § 57a, became effective in its entirety on May 14, 1976, and since that date has remained in full force and effect.

106. "Seller" means a person who, in the ordinary course of business, sells or leases goods or services to consumers. 16 C.F.R. § 433.1(j). Defendants are "sellers" as defined in the Holder Rule because they sell goods to consumers in the ordinary course of business.

107. The Holder Rule prohibits sellers from taking or receiving a consumer credit contract which fails to contain the following provision in at least ten point, bold face type:

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT
TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD
ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED
PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY
HEREUNDER BY THE DEBTOR SHALL NOT EXCEED THE AMOUNTS
PAID BY THE DEBTOR HEREUNDER.

16 C.F.R. § 433.2(a).

108. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the Holder Rule constitutes an unfair or deceptive act or practice in violation of Section 5(a)(1) of the FTC Act, 15 U.S.C. § 45(a)(1).

Count VIII
Failure to Provide Holder Notice
(By the FTC)

109. In numerous instances, Defendants have, in connection with the selling or offering to sell goods or services to consumers in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. 44, Defendants have taken or received consumer credit contracts which fail to include the Notice set forth in Paragraph 107, as required by 16 C.F.R. § 433.2(a).

110. Therefore, Defendants’ acts or practices as set forth in Paragraph 109 violate the Holder Rule, 16 C.F.R. § 433.2.

STATE LAW VIOLATIONS

111. The conduct described in Paragraphs 18-43 constitutes a “deceptive trade practice” or an “unfair trade practice,” except for California, where it is an “unlawful trade practice,” (and except for Virginia as to “unfair trade practices”) as those terms are defined by the laws of the states of the State Attorneys General, as stated in Paragraphs 62, 66, 70, and 74 above.

CONSUMER INJURY

112. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants’ violations of the FTC Act, TILA and Regulation Z, EFTA and Regulation E, the MLA and DoD Regulation, the Holder Rule, and state law. 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

113. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow the Attorneys General to enforce their state laws against Defendants in this Court and to grant such relief as provided under the following state laws, including injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, the disgorgement of ill-gotten monies, civil penalties, attorneys' fees, expenses, costs, and such other relief to which the State Attorneys General may be entitled:

STATE	STATUTORY AUTHORITY
California	CAL. BUS. & PROF. CODE §§ 17203, 17206, 17206.1, 17535, and 17536.
Connecticut	CONN. GEN. STAT. §§ 42-110a through 42-110q.
Delaware	Delaware Consumer Fraud Act, 6 Del. C. §§ 2511 et seq.
Florida	FLA. STAT. §§ 501.207, 501.2075, and 501.2077 (2021).
Georgia	GA. CODE ANN. §§ 10-1-397 (2017).
Hawaii	HAW. REV. STAT. §§ 480-3.1, 480-12, 480-15, 481A, 487-14, and 487-15.
Idaho	Idaho Consumer Protection Act, §§ 48-606 and 48-607.
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq.
Iowa	IOWA CODE §§ 714.16(7), (8), (9), and (11).
Kansas	KAN. STAT. ANN. §§ 50-632, 50-636, 50-676, and 50-677.
Louisiana	Louisiana Unfair Trade Practices and Consumer Protection Law, LA. REV. STAT. ANN. §§ 51:1407 and 51:1408.
Maryland	MD. CODE ANN., COM. LAW §§ 13-402(b), 13-403(b), 13.409, and 13.410.
Nevada	NEV. REV. STAT. § 598.0999.
New York	N.Y. EXEC. LAW § 63(12); N.Y. GEN. BUS. LAW § 350-d.
North Carolina	N.C. GEN. STAT. §§ 75-14, 75-15.1, 75-15.2, and 75.16.1.
Pennsylvania	PA UTPCPL 73 P.S. §§ 201-1 through 201-9.2.
Virginia	VA. CODE ANN. §§ 59.1-203, 59.1-205, and 59.1-206.
Washington	WASH. REV. CODE §§ 19.86.080 and 19.86.140.

AYE FOR ELIEF

Where ore, Plainti s request that the ourt:

A. Enter a permanent injunction to prevent uture violations o the FT Act, TILA C and Regulation Z, EFTA and Regulation E, the MLA and DoD Regulation, the Holder Rule, and state law by De endants;

B. Award such relie as the ourt inds necessary to address De endants’ violations o the FT Act, TILA and Regulation Z, EFTA and Regulation E, the MLA and DoD Regulation, the Holder Rule, and state law, including rescission or re ormation o contracts, the re und o monies paid, restitution, the disgorgement o ill-gotten monies, or other relie necessary to redress injury to consumers resulting rom De endants’ C violations;

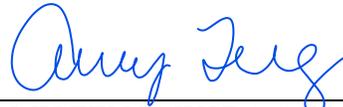
. Award the State Attorneys General civil penalties or each violation o their respective state laws, attorneys’ ees, and expenses as provided under state law; and C

D. Award any additional relie as the ourt determines to be just and C proper.

C

Dated: July 11, 2022 C

Respect ully submitted,



AMY TENG (WSBA # 0003), *pro hac vice* application pending
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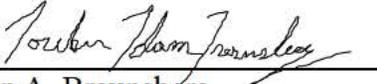
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Signed ^{July}~~March~~ 13, 2022

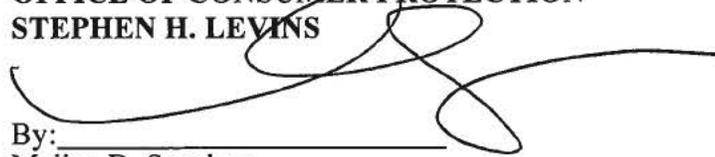
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Signed June 16, 2022

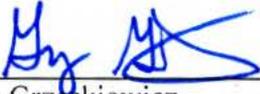
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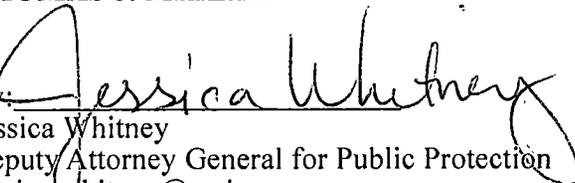
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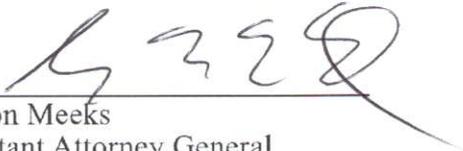
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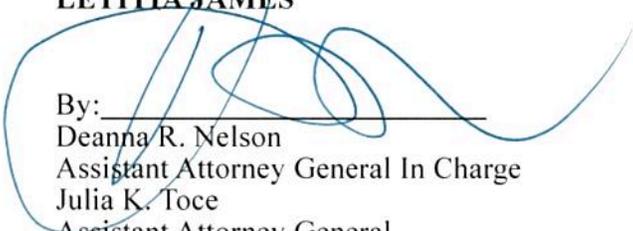
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June 29
Signed ~~March~~, 2022

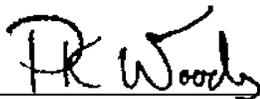
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