UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

FEDERAL TRADE COMMISSION,
600 Pennsylvania Ave. NW
Washington, D.C., 20580,

Plaintiff,

v.

HOLIDAY VACATIONS MARKETING CORP.,
3900 NW 79th Ave., Suite 661
Doral, FL 33166
a corporation,

HAPPY LIFE CARRIBBEAN [sic] CORP.,
3900 NW 79th Ave., Suite 661
Doral, FL 33166,
a corporation,

HAPPY LIFE CORPORATION OF AMERICA, INC.,
3900 NW 79th Ave., Suite 330
Doral, FL 33166,
a corporation,

DARIO A. JIMENEZ LOPEZ,
a/k/a Diego Jimenez, a/k/a Diego Lopez,
11002 NE 13th Ave.
Miami, FL 33161,
individually and as an officer of Holiday Vacations Marketing Corp., Happy Life Carribbean [sic] Corp., and Happy Life Corporation of America, Inc., and

VICTOR M. RAMIREZ,
23714 SW 108th Ct.
Homestead, FL 33032,
individually and as an officer of Holiday Vacations Marketing Corp., Happy Life Carribbean [sic] Corp., and Happy Life Corporation of America, Inc.,

Defendants.

Case No.___________

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), 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), in connection with the deceptive marketing of vacation packages and unauthorized billing.

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) and 53(b).

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.

5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act 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) and 56(a)(2)(A).

DEFENDANTS

6. Defendant Holiday Vacations Marketing Corp. ("Holiday Vacations") is a Florida corporation with its principal place of business at 3900 NW 79th Ave., Suite 661, Doral, FL 33166. Holiday Vacations transacts or has transacted business in this district and throughout the United States.

7. Defendant Happy Life Carribbean [sic] Corp. ("Happy Life Carribbean") is a Florida corporation with its principal place of business at 3900 NW 79th Ave., Suite 661, Doral, FL 33166. Happy Life Carribbean transacts or has transacted business in this district and throughout the United States.

8. Defendant Happy Life Corporation of America, Inc. ("Happy Life Corporation") was a Florida corporation with its principal place of business at 3900 NW 79th Ave., Suite 330, Doral, FL 33166. Happy Life Corporation was administratively dissolved in September 2010. Happy Life Corporation has transacted business in this district and throughout the United States.

9. Defendant Dario A. Jimenez Lopez, also known as Diego Lopez, also known as Diego Jimenez, also known as Dario Lopez ("Jimenez"), is the president of Happy Life Corporation and Happy Life Carribbean and the vice president of Holiday Vacations. At all times material to this Complaint, acting alone or in concert with others, Jimenez has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Jimenez, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

10. Defendant Victor M. Ramirez ("Ramirez"), is the president of Holiday Vacations and the vice president of Happy Life Corporation and Happy Life Carribbean. Defendants Jimenez and

Ramirez are currently the sole officers of all Corporate Defendants. At all times material to this Complaint, acting alone or in concert with others, Ramirez has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Ramirez, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

11. Defendants Holiday Vacations, Happy Life Corporation, and Happy Life Carribbean (collectively, "Corporate Defendants") have operated as a common enterprise while engaging in the deceptive and unfair acts and practices alleged below. Defendants have conducted the business practices described below through interrelated companies that have common officers, managers, business functions, employees, and office locations. 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 Jimenez and Ramirez 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

12. 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' BUSINESS ACTIVITIES

13. From at least April 2009 until at least June 2010, Defendants advertised and sold free vacation giveaways using Spanish-language radio and television stations throughout the United States, including in Maryland.

14. Defendants' advertisements promised free Disney vacations to the first fifteen or sixteen consumers who called a telephone number given in the advertisement and answered a trivia question. The advertisements further stated that the first five callers to answer correctly would win a second free vacation to a destination of their choice, including vacation spots such as Cancun, Puerto Rico, Las Vegas, and Punta Cana.

15. For example, Defendants ran television advertisements that opened with the word "ATTENTION" (translated from Spanish) in large blue letters across the screen. The number "1-866-400-0139" in red font and a logo for "Holiday Vacations" remained at the bottom of the screen throughout the advertisement. Over a montage of images, mostly of Disney theme parks, the announcer stated (translated from Spanish):

> "Attention! Pay attention! The moment to play and win with Holiday Vacations is here ... Because today we will offer prizes to the first fifteen people that can say what animal lays eggs and is not a bird. Call right now to the number that appears on the screen and win four days and three nights to the magical world of Disney in Orlando or Anaheim, with a full paid hotel for you and your family, meals and tickets to the parks of your choice ... More than four thousand dollars in prizes to use whenever you want. Dial now and tell me what animal lays eggs and is not a bird, and the whole family wins."

16. When consumers called the number in the advertisements, Defendants' Spanish-speaking telemarketers asked for the consumers' answers and then congratulated them for winning the prize. Apparently, every caller "won."

17. Defendants' telemarketers then touted the high value of the prizes, but told consumers they had to pay between $200 and $400 in "taxes" or "fees" to claim the packages. They told consumers the vacation packages were worth thousands of dollars and were a good deal. They claimed each vacation package included lodging for two to four nights at each destination, multiple tickets to Disney parks, and in some cases food and drinks at "all-inclusive" resorts. Defendants' telemarketers offered some consumers vacations at three or four destinations, rather than the one or two advertised, for the quoted price. When consumers decided to accept the vacations, Defendants' telemarketers took their credit or debit card information and promised to send the prize package by mail.

18. Defendants then charged consumers' accounts for amounts ranging from $200 to $400 and mailed them a payment invoice, a brochure showing photographs of vacation destinations, and instructions to call 30 days or more before consumers' desired vacation date to make reservations. Defendants sometimes mailed a page of "terms and conditions" stating that consumers must make reservations within 18 months of purchase, pay for their own airline tickets and taxes, present two forms of ID at the hotel, and be 21 or older. Nothing in the papers Defendants mailed disclosed any income or marital-status restrictions or stated that consumers must attend timeshare presentations to receive hotel stays.

19. In numerous instances, consumers could not schedule vacations. These consumers repeatedly called all of the telephone numbers provided in the mailed package, but the telephones rang with no answer or were disconnected. If consumers reached a live operator, Defendants' telemarketers often told the consumers to call back later to make their reservations.

20. Some consumers managed to make reservations but could not reserve as many nights as they were promised. Other consumers learned, after arriving at their destinations, that they had to attend timeshare presentations and meet income and marital-status requirements to receive free hotel stays. At least one such consumer, after traveling from Texas to Florida, was charged for the hotel because she could not attend a timeshare presentation scheduled for the day after her departure.

21. Consumers who complained to the Defendants or demanded refunds had difficulty reaching anyone by phone. Defendants promised some persistent consumers a refund but never provided it.

22. Starting in July 2010 or earlier, Defendants began re-charging the accounts of consumers who had previously provided financial information an additional $200 to $400. Consumers did not authorize these charges, nor did Defendants disclose to consumers that they would be charged a second time.

23. The initial charge and the unauthorized charge sometimes appeared in the names of different Corporate Defendants. Therefore, consumers often did not recognize the name that appeared with the unauthorized charge or realize that the charges were related.

24. In numerous instances, consumers reported the unauthorized charges to their banks or credit card companies as fraudulent. Defendants then sent packages via certified mail to those consumers. Consumers signed the certified mail receipts to accept the packages without knowing what was inside. The packages contained a brochure and an invoice identical to those sent after the initial charge, except for the date and (in some cases) the company name on the letterhead. Consumers who called the telephone numbers listed in the brochure and invoice could not reach a live operator.

25. In some instances, after consumers signed for the certified package, the Defendants sent the credit card company or bank a copy of the consumers' signatures from the certified mail receipt

along with a copy of the false invoice. The Defendants claimed that consumers' signatures on the certified mail receipt demonstrated consumers' knowledge and authorization of the charge, leading some banks and credit card companies to refuse to process chargebacks.

VIOLATIONS OF THE FTC ACT

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

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

28. Acts or practices are unfair under Section 5 of the FTC Act if they 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).

Count I (Misrepresentations)

29. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of vacation packages, Defendants have made representations, directly or indirectly, expressly or by implication, that:

A. consumers who respond to Defendants' promotions have won a prize;

B. consumers who make a payment will receive a vacation package; or

C. vacation packages will include hotel accommodations of a specified duration.

30. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 29 of this Complaint:

A. consumers who respond to Defendants' promotions have not won a prize;

B. consumers who make the payment do not receive a vacation package; or

C. vacation packages do not include hotel accommodations of the specified duration.

31. Therefore, Defendants' representations as set forth in Paragraph 29 of this Complaint are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count II (Failure to Disclose)

32. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of vacation packages, Defendants have represented, directly or indirectly, expressly or by implication, that consumers who make the requested payment to Defendants will receive a vacation package.

33. In truth and in fact, in numerous instances in which Defendants have made the representation set forth in Paragraph 32 of this Complaint, Defendants have failed to disclose, or disclose adequately, that in order to receive their promised vacation package, consumers must satisfy some or all of the following material conditions, limitations, and restrictions:

A. additional required payments;

B. age, income, or marital-status requirements; or

C. required attendance at a timeshare presentation.

34. Defendants' failure to disclose the material information described in Paragraph 33 above, in light of the representation described in Paragraph 32 above, constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count III (Unfairness)

35. In numerous instances, Defendants have charged consumers' credit cards and bank accounts without consumers' knowledge or authorization.

36. 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.

37. Therefore, Defendants' practices as described in Paragraph 35 above constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. §§ 45(a) and 45(n).

CONSUMER INJURY

38. Consumers in Maryland and throughout the United States have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act. 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

39. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers 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 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 and an order freezing assets;

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

C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act, 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.

Respectfully submitted,

WILLARD K. TOM
General Counsel

Dated: 5/16/11

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