

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

RECEIVED

SEP 21 2005

MICHAEL W. DOBINS  
CLERK, U.S. DISTRICT COURT

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

CENTURION FINANCIAL BENEFITS, LLC,  
a Delaware limited liability corporation;  
1629936 ONTARIO LTD., also d/b/a Centurion Financial  
Benefits;  
1644738 ONTARIO LTD., also d/b/a Integra Financial  
Benefits;  
AMERICAN GETAWAY VACATIONS INC., also d/b/a  
Integra Financial Benefits;  
CREDENCE TRAVEL PROCESSING INC., also d/b/a  
Integra Financial Benefits;  
TOPSTAR MEDIA INC., also d/b/a Integra Financial  
Benefits;  
SEAN SOMMA a/k/a SEAN SOMA, individually and  
as an officer of corporate defendants Centurion  
Financial Benefits, LLC and 1629936 Ontario Ltd.,  
also d/b/a Spectra Financial Benefits;  
ANTONIO MARCHESE a/k/a TONY MARCHESE,  
individually and as an officer  
of corporate defendant 1644738 Ontario Ltd.,  
also d/b/a Sureway Beneficial, Simple Choice  
Benefits, and Oxford Financial Benefits;  
TONY ANDREOPOULOS, individually and as an  
officer of corporate defendants American Getaway  
Vacations Inc., Credence Travel Processing Inc.,  
and Topstar Media Inc., also d/b/a  
Integra Financial Benefits;  
DENNIS ANDREOPOULOS, individually and as an  
officer of corporate defendants American Getaway  
Vacations Inc. and Topstar Media Inc., also d/b/a  
Integra Financial Benefits;

Defendants.

MAGISTRATE JUDGE DENLOW

Civil Action No.

05C 5442

JUDGE NORDBERG

COMPLAINT FOR  
INJUNCTIVE AND OTHER  
EQUITABLE RELIEF

Plaintiff, the Federal Trade Commission (“FTC” or “the Commission”), for its complaint alleges as follows:

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, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101, *et seq.*, to secure temporary, preliminary, and permanent injunctive relief, restitution, rescission or reformation of contracts, disgorgement, and other equitable relief for defendants’ deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s Trade Regulation Rule entitled “Telemarketing Sales Rule,” 16 C.F.R. Part 310.

### **JURISDICTION AND VENUE**

1. This Court has subject matter jurisdiction pursuant to 15 U.S.C. §§ 45(a), 53(b), 57b, and 6105(b), and 28 U.S.C. §§ 1331, 1337(a), and 1345.
2. Venue in the United States District Court for the Northern District of Illinois is proper under 15 U.S.C. §§ 53(b) and 6105(b) and 28 U.S.C. § 1391(b), (c), and (d).

### **PLAINTIFF**

3. Plaintiff, the FTC, is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58, as amended. The Commission is charged, *inter alia*, with enforcement of 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 Commission also enforces the Telemarketing Sales Rule, 16 C.F.R. Part 310, which prohibits deceptive or abusive telemarketing acts or practices. The Commission is authorized to initiate federal district court

proceedings, by its own attorneys, to enjoin violations of the FTC Act and the Telemarketing Sales Rule, and to secure such equitable relief as may be appropriate in each case, including restitution for injured consumers. 15 U.S.C. §§ 53(b), 57b, and 6105(b).

## DEFENDANTS

### *Toronto Common Enterprise*

4. Defendant Centurion Financial Benefits, LLC, is a Delaware limited liability company with its principal place of business at 925 Yonge Street, Suite 326, Toronto, Ontario M4W 2H2. Centurion Financial Benefits, LLC transacts or has transacted business in the Northern District of Illinois and throughout the United States.

5. Defendant 1629936 Ontario Ltd., also d/b/a Centurion Financial Benefits, is an Ontario limited liability company with its principal place of business at 925 Yonge Street, Suite 325, Toronto, Ontario M4W 2H2. 1629936 Ontario Ltd. transacts or has transacted business in the Northern District of Illinois and throughout the United States.

6. Defendant 1644738 Ontario Ltd., also d/b/a Integra Financial Benefits, is an Ontario limited liability company with its principal place of business at 925 Yonge Street, Suite 121, Toronto, Ontario M4W 2H2. 1644738 Ontario Ltd. transacts or has transacted business in the Northern District of Illinois and throughout the United States.

7. Defendant Sean Somma, a/k/a Sean Soma, is an officer and director of corporate defendants Centurion Financial Benefits, LLC and 1629936 Ontario Ltd. Somma also does business as Spectra Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants Centurion Financial Benefits, LLC, 1629936 Ontario Ltd., and

164473 Ontario Ltd., including the acts and practices set forth in this Complaint. Sean Somma transacts or has transacted business in the Northern District of Illinois and throughout the United States.

8. Defendant Antonio Marchese, a/k/a Tony Marchese, is an officer and director of corporate defendant 164473 Ontario Ltd. Marchese also does business as Sureway Beneficial, Simple Choice Benefits, and Oxford Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants Centurion Financial Benefits, LLC, 1629936 Ontario Ltd., and 1644738 Ontario Ltd., including the acts and practices set forth in this Complaint. Antonio Marchese transacts or has transacted business in the Northern District of Illinois and throughout the United States.

9. Defendants Sean Somma, Tony Marchese, Centurion Financial Benefits, LLC, 1629936 Ontario Ltd., and 1644738 Ontario Ltd. have operated as a common enterprise while engaging in the deceptive acts and practices and other violations of law alleged below. They have shared officers, employees, office locations, have commingled funds, are commonly controlled, and have engaged in a common scheme.

#### *Calgary Common Enterprise*

10. Defendant American Getaway Vacations Inc., also d/b/a Integra Financial Benefits, is an Alberta corporation with its principal place of business at 114 Waterstone Crescent, Airdrie, Alberta T4B 2G7. American Getaway Vacations transacts or has transacted business throughout the United States.

11. Defendant Credence Travel Processing Inc., also d/b/a Integra Financial Benefits, is a British Columbia corporation with its principal place of business at 1355 West 4th Street #12, Vancouver, British Columbia V6H 3Y8. Credence Travel Processing transacts or has transacted business throughout the United States.

12. Defendant Topstar Media Inc., also d/b/a Integra Financial Benefits, is an Alberta corporation with its principal place of business at 114 Waterstone Crescent, Airdrie, Alberta T4B 2G7. Topstar Media transacts or has transacted business throughout the United States.

13. Defendant Tony Andreopoulos holds himself out as the President and Chief Executive Officer of corporate defendant American Getaway Vacations. Tony Andreopoulos also is the President of corporate defendant Topstar Media, a director of corporate defendant Credence Travel Processing, and does business as Integra Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants American Getaway Vacations, Credence Travel Processing, and Topstar Media, including the acts and practices set forth in this Complaint. Tony Andreopoulos transacts or has transacted business throughout the United States.

14. Defendant Dennis Andreopoulos is a director of corporate defendants American Getaway Vacations and Topstar Media. Dennis Andreopoulos also does business as Integra Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants American Getaway Vacations, Credence Travel Processing, and Topstar Media,

including the acts and practices set forth in this Complaint. Dennis Andreopoulos transacts or has transacted business throughout the United States.

15. Defendants Tony Andreopoulos, Dennis Andreopoulos, American Getaway Vacations Inc., Credence Travel Processing Inc., and Topstar Media Inc., have operated as a common enterprise while engaging in the deceptive acts and practices and other violations of law alleged below. They have shared officers, employees, office locations, have commingled funds, are commonly controlled, and have engaged in a common scheme.

### **COMMERCE**

16. 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’ COURSE OF CONDUCT**

17. Since at least 2004, and continuing thereafter, defendants have placed unsolicited outbound telephone calls to consumers throughout the United States and falsely offered to provide pre-approved major credit cards, such as MasterCard and Visa credit cards, to those consumers who agreed to permit defendants to electronically debit their bank accounts for an advance fee of \$249. In fact, both the Toronto and Calgary common enterprises have perpetrated this scam using the same business names, including, but not limited to, Integra Financial Benefits.

18. Defendants typically represent that their credit cards have credit limits of \$2,000, 0% interest rates, and no annual fees. Defendants have targeted consumers with bad credit for their credit card offer.

19. During the telephone calls to consumers, defendants request bank account information, including bank routing information.

20. Defendants routinely debit the bank accounts of consumers who have provided bank account information in advance of providing those consumers with the major credit cards, such as MasterCard and Visa credit cards, promised during the telephone calls.

21. After debiting the advance fee from consumers' bank accounts, defendants do not provide consumers with the promised major credit cards, such as MasterCard and Visa credit cards. Instead of providing consumers with the promised major credit cards, defendants sometimes provide consumers with an application for a "stored value card" or "cash card" that has no line of credit associated with it and can only be used if the consumer first loads funds on to the card.

22. In addition to the stored value card application, defendants also frequently provide consumers with a "personal benefits program" that typically consists of advertisements for various products and services, including cellular telephones, satellite television, vacation packages, automobile loans, personal loans, and automobile insurance. The "benefits program" also frequently includes booklets on credit repair and identity theft prevention.

23. Defendants do not provide consumers with, or arrange for consumers to receive, the promised credit cards. Furthermore, defendants are not authorized by MasterCard or Visa to issue or market MasterCard or Visa credit cards to the public, or to use MasterCard or Visa trademarks in their promotions.

24. On or after October 17, 2003, defendants have called consumers' telephone numbers that are on the National Do Not Call Registry.

25. On or after October 17, 2003, defendants have called, or have caused telemarketers to call, telephone numbers in various area codes without first paying the annual fee for access to the telephone numbers within such area codes that are included on the National Do Not Call Registry.

**VIOLATIONS OF THE FEDERAL TRADE COMMISSION 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. Misrepresentations or omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

**COUNT I**

27. In numerous instances, in connection with the marketing of advance fee credit cards, defendants or their employees or agents have represented, directly or by implication, that after paying defendants a fee, consumers will, or are highly likely to, receive an unsecured major credit card, such as a MasterCard or Visa credit card.

28. In truth and in fact, in numerous instances, after paying defendants a fee, consumers do not receive an unsecured major credit card, such as a MasterCard or Visa credit card.

29. Therefore, the representation set forth in Paragraph 27 is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).



## **THE TELEMARKETING SALES RULE**

30. The Commission promulgated the Telemarketing Sales Rule, 16 C.F.R. Part 310, pursuant to Section 3(a) of the Telemarketing Act, 15 U.S.C. § 6102(a). The Rule became effective on December 31, 1995. On January 29, 2003, the FTC adopted an amended Telemarketing Sales Rule with the amendments becoming effective on March 31, 2003.

31. The Telemarketing Sales Rule prohibits telemarketers and sellers from misrepresenting any material aspect of the performance, efficacy, nature, or central characteristics of goods or services that are the subject of a sales offer. 16 C.F.R. § 310.3(a)(2)(iii).

32. The Telemarketing Sales Rule also prohibits telemarketers and sellers from, among other things, requesting or receiving payment of any fee or consideration in advance of obtaining a loan or other extension of credit when the seller or telemarketer has guaranteed or represented a high likelihood of success in obtaining or arranging a loan or other extension of credit. 16 C.F.R. § 310.4(a)(4).

33. The TSR also established a “do-not-call” registry, maintained by the Commission (the “National Do Not Call Registry” or “Registry”), of consumers who do not wish to receive certain types of telemarketing calls. Consumers can register their telephone numbers on the Registry without charge either through a toll-free telephone call or over the Internet at [www.donotcall.gov](http://www.donotcall.gov).

34. Consumers who receive telemarketing calls to their registered numbers can complain of Registry violations the same way they registered, through a toll-free telephone call

or over the Internet at [www.donotcall.gov](http://www.donotcall.gov) or by otherwise contacting law enforcement authorities.

35. Since September 2, 2003, sellers, telemarketers, and other permitted organizations have been able to access the Registry over the Internet at [www.telemarketing.donotcall.gov](http://www.telemarketing.donotcall.gov) to download the registered numbers.

36. Since October 17, 2003, sellers and telemarketers subject to the FTC's jurisdiction have been prohibited from calling numbers on the Registry in violation of the TSR. 16 C.F.R. § 310.4(b)(1)(iii)(B).

37. Since October 17, 2003, sellers and telemarketers have been generally prohibited from calling any telephone number within a given area code unless the seller first has paid the annual fee for access to the telephone numbers within that area code that are included in the National Do Not Call Registry. 16 C.F.R. § 310.8(a) and (b).

38. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), violations of the Telemarketing Sales Rule constitute unfair or deceptive acts or practices in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

39. Defendants are "sellers" or "telemarketers" engaged in "telemarketing," as those terms are defined in the Telemarketing Sales Rule. 16 C.F.R. §§ 310.2(z), (bb) & (cc).

## **VIOLATIONS OF THE TELEMARKETING SALES RULE**

### **COUNT II**

40. In numerous instances, in connection with the telemarketing of advance fee credit cards, defendants or their employees or agents have misrepresented, directly or by implication,

that, after paying defendants a fee, consumers will, or are highly likely to, receive an unsecured major credit card, such as a MasterCard or Visa credit card.

41. Defendants have thereby violated Section 310.3(a)(2)(iii) of the Telemarketing Sales Rule, 16 C.F.R. § 310.3(a)(2)(iii).

### **COUNT III**

42. In numerous instances, in connection with the telemarketing of advance fee credit cards, defendants or their employees or agents have requested and received payment of a fee in advance of consumers obtaining a credit card when defendants have guaranteed or represented a high likelihood of success in obtaining or arranging for the acquisition of an unsecured major credit card, such as a MasterCard or Visa credit card, for such consumers.

43. Defendants have thereby violated Section 310.4(a)(4) of the Telemarketing Sales Rule, 16 C.F.R. § 310.4(a)(4).

### **COUNT IV**

44. In numerous instances, in connection with telemarketing, defendants engaged in or caused others to engage in initiating an outbound telephone call to a person's telephone number on the National Do Not Call Registry in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B).

### **COUNT V**

45. In numerous instances, in connection with telemarketing, defendants have initiated, or caused others to initiate, an outbound telephone call to a telephone number within a given area code without defendants first paying the required annual fee for access to the

telephone numbers within that area code that are included in the National Do Not Call Registry, in violation of the TSR, 16 C.F.R. § 310.8.

### **CONSUMER INJURY**

46. Consumers throughout the United States have suffered and continue to suffer substantial monetary loss as a result of defendants' unlawful acts and practices. In addition, defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief by this Court, the defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

### **THIS COURT'S POWER TO GRANT RELIEF**

47. Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), empower this Court to issue a permanent injunction against defendants' violations of the FTC Act and the Telemarketing Sales Rule, and, in the exercise of its equitable jurisdiction, to order such ancillary relief as a preliminary injunction, rescission of contracts, restitution, disgorgement of profits resulting from defendants' unlawful acts or practices, and other remedial measures.

### **PRAYER FOR RELIEF**

WHEREFORE, plaintiff, the Federal Trade Commission, requests that this Court, as authorized by Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), and pursuant to the Court's own equitable powers:

1. 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;

2. Permanently enjoin defendants from violating the FTC Act and the Telemarketing Sales Rule, as alleged herein;

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

4. 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: Sept. 21, 2005

Respectfully Submitted,

WILLIAM BLUMENTHAL  
General Counsel



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