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15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**

17 **FEDERAL TRADE COMMISSION,**

18 **Plaintiff,**

19 **v.**

20 **DAYTON FAMILY PRODUCTIONS, INC., et**
21 **al.**

22 **Defendants.**

23 **Case No. 2:97-CV-00750-PMP**
24 **(LRL)**

25 **FEDERAL TRADE COMMISSION'S MEMORANDUM IN SUPPORT OF ITS**
26 **SECOND MOTION TO HOLD GLEN BURKE IN CONTEMPT**
27
28

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INTRODUCTION

In addition to the deceptive telemarketing operation set out in the FTC’s January 28 Motion for Contempt (“First Contempt Motion”), Contempt Defendant Glen Burke (“Burke”) runs an extensive network of deceptive sweepstakes schemes that violate the Permanent Injunction this Court entered against Burke in 1998. Burke’s direct-mail sweepstakes tout sizable cash payouts, from thousands to millions of dollars, which consumers purportedly can claim simply by sending back a form and “processing fee.” Burke sends the mailers under various fictitious company names, and directs consumers to send their fees to mailboxes around the globe, all rented by “fronts” Burke hires. Consumers send the fees expecting to receive far greater sums in return. Once Burke collects their money, however, he funnels it through a series of overseas processors and bank accounts, then sends consumers a check or money order for less than \$2, or no money at all. Burke’s conduct violates Section II of the Permanent Injunction, which prohibits him from making misrepresentations to consumers. The Federal Trade Commission (“FTC” or “Commission”) noted Burke’s likely involvement in mailed sweepstakes operations in its First Contempt Motion against Burke and American Health Associates, LLC (“AHA”). Pursuant to the immediate access provisions of the January 28, 2013 Temporary Restraining Order, the FTC gathered evidence confirming that Burke’s direct mailing scheme warrants additional contempt findings and compensatory relief. Further discovery, however, is necessary to ascertain the full nature and extent of harm the telemarketing and direct mail schemes caused consumers. Accordingly, the FTC respectfully requests a brief period of discovery for this purpose. The FTC further proposes that, following the conclusion of discovery, the Court address the Contempt Defendants’ liability and contempt sanctions for both the telemarketing and mailed sweepstakes schemes in one proceeding.

STATEMENT OF FACTS

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I. The Original Action

As stated in the FTC’s First Contempt Motion, Burke stipulated to the Permanent Injunction with the FTC to resolve charges that he telemarketed investments in a film company

1 by making wildly inflated earnings representations. (Dkt. 1, ¶¶21-24; Dkt. 122). This Court
2 entered the Permanent Injunction against Burke and others on October 1, 1998. (Dkt. 122.)
3 Among other things, the Permanent Injunction prohibits Burke from misrepresenting any fact
4 material to a consumer’s decision to buy a good or service. (Dkt. 122, Sec. II.B.)

5 **II. Burke’s Sweepstakes Marketing Scheme**

6
7 In addition to Burke’s violations of the Permanent Injunction through telemarketing
8 company AHA, Burke has violated the Permanent Injunction by carrying out a deceptive
9 sweepstakes mailing scheme since at least early 2008. Using an ever-shifting array of fictitious
10 names, Burke sends mail to consumers across the United States claiming they have won
11 thousands or even millions of dollars. The mailers lead consumers to believe they need only pay
12 a small fee – usually \$20 to \$30 – to claim their winnings. Once consumers pay, however, Burke
13 either fails to deliver any money, or sends consumers a check or money order for less than \$2 –
14 far less than the amount the consumer paid as a processing fee to claim the “prize,” and far less
15 than his mailers promised. Burke has caused millions of dollars in consumer injury through this
16 scheme.

17 **A. Burke Uses Deceptive Mailers to Convince Consumers to Pay.**

18 Burke’s sweepstakes scheme uses mailers carefully crafted to convince the recipients
19 they have won thousands or millions of dollars. Some mailers use elaborate borders, stamps, and
20 seals designed to look as though they were sent from a law firm or financial institution. (*E.g.*,
21 PX22 ¶7, Att. D at 6, 14, 28.)¹ Others use fonts and layouts similar to those used in state and
22 federal tax forms, or are designed to look like checks or bond certificates. (*E.g.*, PX22 ¶7, Att. D
23 at 18, 35, 55, 56, 62). The mailers use a constantly changing roster of names to identify the
24 purported senders, including, for example: “Hancock Financial Services;” “Peterson &
25 Associates;” “SSI;” “Security Services;” “Cash Award Notification;” “Access America Financial

26
27 ¹ The FTC’s Second Motion for Contempt and its Reply in Support of Its Motion for
28 Preliminary Injunction cite the FTC’s combined exhibits, which are being filed concurrently.
For ease of reference, exhibit numbering continues from the FTC’s previously filed exhibits (dkt.
155).

1 Group;” “Rushmore Financial Group;” and “Aggregate Merchants.” (PX22 ¶7, Att. D at 6, 10,
2 13, 18, 35, 55, 68, 70.)

3 The mailers promise recipients they will receive sizable payouts, stating, among other
4 things:

- 5 • “Our office has issued this Certified Letter to your immediate attention regarding
6 money due you from our current award distribution and to make available to you
7 as a CASH AWARD WINNER the mandatory & requisite data for proper filing
8 and claim to total disbursement awards now in excess of TWO MILLION
9 DOLLARS. ... By authority granted to me as Director of Financial Compliance, I
10 am prepared to have Mr. Rowe, our Chief Payment Officer, send you a check for
11 cash, and upon your timely filing and remittance, the mandatory and requisite data
12 for your claim(s) to sponsored sweepstakes awards now totaling: \$2,036,444.88.
13 I cannot stress strongly enough the immediacy of this notice, and how important it
14 is that you gain access to the vast amount of money referenced above.” (PX22 ¶7,
15 Att. D at 6.)
- 16 • “Attention: [consumer name], you have been assigned Folio #70036625460 with
17 regards to unclaimed funds exceeding \$75,000,000.00. ... The monies may be
18 from a variety of sources, and may have been ‘lost’ to you for over 20 years. It is
19 with great anticipation that we have prepared this information - \$75,000,000.00 is
20 a substantial sum.” (PX22 ¶7, Att. D at 10.)
- 21 • “Congratulations, [consumer name]. If you can properly identify yourself with
22 government issued picture identification (required for cash award incentives of
23 \$5,000 or more) as the [consumer name] of [city, state] – your bank check for an
24 undisclosed amount is approved for immediate disbursement – the money is
25 yours! The maximum cash allotment is \$10,000.” (PX22 ¶7, Att. D at 35.)
- 26 • “PLEASE BE ADVISED THAT THIS IS YOUR OFFICIAL NOTIFICATION
27 OF UNAWARDED FUNDS CURRENTLY TOTALING THE AMOUNT
28

1 OVER: THE SUM \$7,041,846.00. A bank check for an undisclosed amount has
2 been approved for payment to [consumer name] at [address] in [city, state].
3 Check shall be delivered by uniformed courier and shall require signature over
4 \$5,000.” (PX22 ¶7, Att. D at 28.)

5 Burke hires copywriters and designers to create these deceptive mailers, working closely
6 with his personnel to ensure the mailers are enticing and convincing. (PX22 ¶16, Att. M at 32-
7 48.) In one email exchange, Burke told a copywriter his mailers “were a little vanilla, could
8 stand a little more heat.” (PX22 ¶16, Att. M at 35.) In another, one of Burke’s designers
9 formatted a mailer to “look like it came from a law firm, on official paper with borders.” (PX22
10 ¶16, Att. M at 37, 40, 41.) When the designer sent Burke the mailer, Burke replied, “This is
11 more what we’re looking for.” (PX22 ¶16, Att. M at 42.) Once the mailers are prepared to
12 Burke’s satisfaction, Burke works with list brokers to generate mailing lists and send the letters
13 out. (PX22 ¶16, Att. M at 49-53.)

14 The letters direct recipients to mail a claim form and a \$20 to \$30 “processing fee” by a
15 specified deadline. (*E.g.*, PX22 ¶7, Att. D at 13, 17, 19, 37, 55, 57, 68.) To receive the money,
16 Burke hires fronts around the country and abroad to open rented mailboxes at commercial mail
17 receiving agencies. (PX22 ¶16, Att. M at 60-75.) For example, Burke’s emails and the mail
18 returned to his offices show that he uses mailboxes in California, New Jersey, Pennsylvania,
19 Illinois, Mexico, Panama, and the Netherlands, among others. (*E.g.*, PX22 ¶7, Att. D at 19, 69;
20 ¶16, Att. M at 20-22, 60-68; Dkt. 155-3 at 36, PX1 Att. V-2.) Furthermore, Burke’s emails show
21 that he regularly changes his mailbox fronts to avoid detection by law enforcement. (PX22 ¶16,
22 Att. M at 62-75.) As one of his associates stated in an email to Burke, “we don’t want all our
23 eggs in one basket (box) especially when others are at the same location ... just makes it easier to
24 get popped for everyone.” (PX22 ¶16, Att. M at 76.) This concern is warranted, as the U.S.
25 Postal Inspection Service (“USPIS”) has conducted investigations of deceptive sweepstakes
26 mailings tied to Burke and his associate Katrinka Willard, and, in 2009 and 2010, interviewed a
27 number of fronts who rented boxes in Las Vegas. (Dkt. 155-4 at 11-13, PX3 ¶¶ 4, 6, 8-15.)
28

1 Burke is in constant contact with his network of associates around the world to keep track of his
2 mailboxes, manage the mail directed to each box, and direct the opening and closing of boxes as
3 necessary. (PX22 ¶16, Att. M at 60-75.)

4 Once consumers send their money to one of Burke's boxes, his associates open and sort
5 the returns. (Dkt. 155-4 at 6-7, PX2 ¶¶ 5-6; PX22 ¶16, Att. M at 12-13, 20-22.) Depending on
6 Burke's arrangement with the associate who holds a particular box, cash may be sent directly to
7 Burke, split between Burke and the box holder, or deposited into one of Burke's accounts. (Dkt.
8 155-4 at 6, PX2 ¶6; PX22 ¶16, Att. M at 20-21, 27, 76.) Checks and money orders are harder to
9 process, particularly as they are made out to many different payees. (*E.g.*, PX22 ¶7, Att. D at 85-
10 93, checks to Security Services, RDC, SSI, Elective Entitlements, CAN, Processing Center, LFS,
11 Peterson & Associates, and Heritage Funding Resources.) Burke has employed a range of
12 solutions for this problem. For years, he arranged for his associates to open accounts at banks,
13 including in Panama, willing to accept deposits of hundreds of checks each day. (PX22 ¶16, Att.
14 M at 15, 17-22.) In one instance, to accomplish this, Burke agreed to pay a \$2,000 "required
15 gift" through his associates. (PX22 ¶16, Att. M at 14-15.)

16 Burke later found a much more streamlined check processing solution – a foreign
17 payment processor that electronically processes checks for Burke's operations and holds the
18 money on his behalf. (Dkt. 167 ¶¶4-5; PX22 ¶16, Att. M at 2-4.) When Burke wants to
19 withdraw funds, he simply emails the processor directions to wire the desired amount of money
20 to a designated bank account. (Dkt. 167 ¶¶4-5; PX22 ¶16, Att. M at 6-8.) Burke pays his
21 personnel, such as list brokers and mailbox fronts, by directing the processor to wire money to
22 their accounts. (PX22 ¶16, Att. M at 6-8, 12-13, 49-51.) He also has the operation's profits
23 wired out at regular intervals. (Dkt. 167 ¶5, Att. A.) In taking the profits, however, Burke
24 interposes yet another layer between himself and the operation. Rather than wiring the money
25 directly into his own accounts, Burke has it wired in large, round increments (often \$10,000,
26 \$20,000, or more) to a bank account for National Print and Mail ("NPM"). (*Id.*) NPM then
27 writes checks for the wired funds to one of Burke's companies, Merchant's Depot. (Dkt. 167
28

1 ¶¶4-5, Att. B; PX27 at 33:16-34:4, 35:4-12.) As Burke’s bookkeeper testified, these checks from
2 NPM make up the vast majority of the deposits into Burke’s bank accounts, from which the
3 bookkeeper then pays his personal expenses. (PX27 at 33:16-34:13.)

4 If consumers fail to send in payment, Burke follows up with another mailing, referred to
5 as “trouble tickets.” (PX22 ¶7, Att. D at 44-45; ¶16, Att. M at 43-48.) One such “trouble ticket”
6 states, “[Y]ou should have already received your sweepstakes winner’s cash check. Again, we
7 want to offer our congratulations. We know that a sum of unexpected money can sometimes be
8 life-changing, and we hope you are enjoying your cash.” (PX22 ¶7, Att. D at 45; ¶16, Att. M at
9 44.) The ticket then asks the consumer to confirm whether they have spent these purported
10 winnings by, for example, buying a new home or car, paying for a child’s college education,
11 purchasing a new wardrobe, or going on an exotic vacation. (PX22 ¶7, Att. D at 45; ¶16, Att. M
12 at 44.) The ticket asks the consumer to report any problems – including, as is invariably the
13 case, that the consumer has not received any check. (PX22 ¶7, Att. D at 44; ¶16, Att. M at 44.)
14 The ticket promises such consumers that a “replacement check [is] guaranteed to be mailed by” a
15 specified date. It then presents “final instructions for compliance,” stating, “Replacement
16 WINNER’S SWEEPSTAKES CHECK will be sent gratis immediately. Elective ONE
17 MILLION DOLLAR directives fee is \$17.96,” and directing the consumer to send cash, check,
18 or money order for the fee. (PX22 ¶16, Att. M at 44; *see also* PX22 ¶7, Att. D at 44.)

19 **B. Burke’s Operation Fails to Deliver the Promised Winnings and Is Permeated**
20 **with Fraud.**

21 After Burke takes consumers’ money, he fails to deliver even a fraction of the winnings
22 he promised. At best, he sends consumers a check or money order for a paltry amount, such as
23 \$1 or \$1.12. At worst, he sends them nothing.

24 Files and shred bags in Burke’s offices contained numerous complaints from consumers
25 asking why they never received the hundreds of thousands of dollars Burke’s mailers promised.
26 (*E.g.*, PX22 ¶5, Att. B at 21-22, 31; ¶7, Att. D-1 at 13, 22-39, 42-48, 51-53.) Furthermore, email
27 exchanges between Burke and his associates show that he sought to obtain quantities of \$1
28 checks and that, when asked whether he would send out small checks in response to claim forms,

1 Burke responded, “Ya ... \$1.12, use [sic] to work really well.” (PX22 ¶16, Att. M at 144-145.)
2 Indeed, files found at one of Burke’s offices include receipts for money orders in the amounts of
3 \$1.12 and \$0.79, marked “[Consumer Name] Winnings” or “[Consumer Name] Fulfillment”
4 apparently mailed in response to the consumers’ complaints. (PX22 ¶7, Att. D at 41, 49-51.) An
5 investigation by the Department of Homeland Security (“DHS”) further corroborates Burke’s
6 failure to deliver the winnings he promised. In January of 2012, DHS intercepted packages full
7 of checks and claim forms en route from Burke’s Mexican mailbox to his office at 2451 S.
8 Buffalo Ave. in Las Vegas, Nevada. (Dkt. 155-3 at 36, PX1 Att. V-2.) A DHS investigator
9 called two of the individuals identified in those documents and learned that, while they had been
10 mailing checks in response to the sweepstakes solicitations for years, they never received any
11 money. (Dkt. 155-3 at 39, PX1 Att. V-5.)

12 Furthermore, Burke’s emails with his associates show he is well aware that his direct
13 mail operation is fraudulent, and that he takes steps in addition to his network of far-flung
14 mailboxes and multilayered payment processing to conceal that fact from law enforcement. In
15 January 2010, an associate wrote to Burke, “Just got word that the post office in your mailing
16 area is calling in a lot of mail they describe as ‘misleading.’ ... Have you been affected by any of
17 this?” (PX22 ¶16, Att. M at 137.) In response, Burke wrote, “Their [sic] hiding in the shadows
18 but not affected yet.” (*Id.*) In April 2011, he consulted with another associate about a payment
19 processor who offered to process checks for Burke and have the money “wired into you[r] off
20 shore bank.” (PX22 ¶16, Att. M at 138.) The processor, however, asked for a copy of Burke’s
21 “ads or products” to keep on file. (*Id.*) Burke forwarded the request to his associate, saying, “I
22 told him we run a MIO promo consisting of jewelry products ... the word sweeps never came up,
23 but him needing a piece to keep for his records might get a little tricky!” (*Id.*) In response, the
24 associate advised him that “any ads you give are kept in his files and as far as I know he does not
25 clear them with the banks ... You can even send him a direct mail piece covering up any words
26 mentioning sweeps or stuff like that.” (*Id.*) In May 2012, an associate wrote to Burke to ask,
27 “since we are not sending responses to Nevada anymore ... boxes are everywhere else ... can we
28

1 ask PAS [a list broker] to put NV back on the lists to mail to? We thought the original reason for
2 suppressing NV was so no one could walk right into the box location and raise a fuss.” (PX22
3 ¶16, Att. M at 141.) In response, Burke apparently warned about the vigilance of Nevada-based
4 Postal Inspector Vicki Lenard, who has conducted investigations into sweepstakes mail fraud
5 and shut down a number of boxes in 2009 and 2010. (Dkt. 155-4 at 11-13, PX3 ¶¶ 4, 6, 8-15.)
6 He told his associate, “remember vikki [sic] and the task force are located here and hit three
7 companies last week.” (PX22 ¶16, Att. M at 141.)

8 When Burke’s efforts to shield his operation from law enforcement fail, he urges his
9 associates to conceal his involvement in the direct-mail scheme. In January 2012, a package
10 containing \$12,000 cash from Burke’s mailbox manager in the Netherlands broke in transit,
11 alerting customs and the Federal Bureau of Investigation (“FBI”) to its contents. (PX22 ¶16, Att.
12 M at 24-26.) Burke exchanged a series of emails with an associate about how he should respond.
13 (PX22 ¶16, Att. M at 23-28.) The associate drafted a suggested response to Burke’s contact in
14 the Netherlands:

15 “I do believe some caution needs to be taken if you have to deal with US authorities.
16 Regardless of who you have interaction with on a day to day basis you should be very
17 careful if you are asked who the client is and only give the information used for billing.
18 Several of the people you deal with on a regular basis are consultants only and not
19 principals in any of the businesses and I believe they should not be brought into the mix
20 (for example, Glen is only a consultant, Errol [Burke’s hired Panamanian front] is the
21 principal [sic]). ... I know an unsatisfactory outcome could affect the consultant’s ability
22 to earn a living if they were brought into the picture needlessly.” (PX22 ¶16, Att. M at
23 23.)

24 **C. Burke’s Direct Mail Scheme Caused Millions in Consumer Harm.**

25 Burke’s network of overseas accounts, multiple payment-processing avenues, and
26 extensive reliance on cash make it difficult to determine the total harm his sweepstakes ventures
27 have caused. However, his current known check processor accepted a combined total of
28 \$206,339.11 in deposits from his operations during November 2012, December 2012, and
January 2013, or an average of \$68,779.70 per month. (Dkt. 167 ¶5, Att. A.) An extrapolation
of that amount over the five years in which Burke ran his mail scheme would total more than \$4

1 million. That figure, however, does not account for cash received, credit-card payments, or
2 checks processed through other channels, and thus likely significantly underestimates the amount
3 consumers paid in response to Burke's mailers.

4 **ARGUMENT**

5 Civil contempt is warranted where there is clear and convincing evidence the contemnors
6 violated a specific and definite order of the court. *FTC v. Affordable Media, LLC*, 179 F.3d
7 1228, 1239 (9th Cir. 1999). Here, in addition to the violations outlined in the FTC's First
8 Contempt Motion, there is clear and convincing evidence that Burke's deceptive direct-mail
9 scheme violates the specific and definite provision of the Permanent Injunction prohibiting
10 misrepresentations. Thus, following a brief period of discovery to establish the extent of the
11 violative conduct and confirm the amount of financial harm to consumers, Burke should be held
12 in contempt and ordered to pay compensatory sanctions in the amount of the harm he caused
13 through his deceptive direct-mail and telemarketing schemes.

14 **I. Burke's Deceptive Mail Scheme Violates the Permanent Injunction.**

15 Burke's deceptive mail scheme violates a specific and definite provision of the
16 Permanent Injunction: Section II.B's prohibition against material misrepresentations.
17 Specifically, Section II.B prohibits "[m]isrepresenting, in any manner, directly or by implication,
18 or failing to disclose any fact material to a consumer's decision to purchase any item, product,
19 good, service, or investment."

20 Burke's mailers promise consumers that they will receive sizable payouts. Some of the
21 mailers state that consumers have won a cash award; others describe "unclaimed funds" ready
22 for delivery to the mailer's recipient. The mailers state that consumers are entitled to sums
23 ranging from thousands to millions of dollars. The letters use carefully selected fonts, graphic
24 designs, fictitious names, headings, and signatures to imply they are from a law firm, financial
25 services firm, or government agency. The mailings direct consumers to send back a claim form
26 and modest processing fee by a specified deadline to claim their winnings. If consumers do not
27 send the fee, Burke sends an additional mailer reinforcing his promises about large cash prizes.
28

1 Specifically, the additional mailer asks consumers what kinds of big-ticket items they purchased
2 with their purported winnings and pushes consumers who have not yet received the “winnings”
3 checks – which, in fact, include all consumers who receive the additional mailer – to send in a
4 fee while Burke’s fictitious company prepares the “replacement check.”²

5 In reality, no consumer ever receives the promised winnings. The mailers do not come
6 from law firms, financial firms, or government agencies; instead, Burke and his team of hired
7 copywriters and designers create the letters and devise an official-sounding name to emblazon
8 across the top. The purported “deadlines” creating a sense of urgency and legitimacy are false –
9 Burke simply routes consumers’ funds into his own accounts whenever they arrive. Most
10 importantly, not a single consumer ever receives the full amount of money the mailers so
11 prominently and repeatedly promise. If Burke sends consumers anything at all, he sends a check
12 or money order for less than \$2. These misrepresentations deceive consumers into paying
13 Burke’s fees, as demonstrated by the numerous complaints Burke received from consumers
14 (many of which he shreds) and the actions he took to hide his misrepresentations from law
15 enforcement.

16 **III. Burke’s Direct Mail Violations Have Caused Millions in Consumer Harm.**

17 After appropriate contempt proceedings, Burke should be found in contempt for both his
18 deceptive telemarketing and his deceptive mailings, and ordered to compensate victimized
19 consumers. The Court has broad authority to impose sanctions for violations of its orders,
20 including requiring compensation for losses sustained as a result of the failure to comply with the
21 order. *United States v. United Mine Workers of Am.*, 330 U.S. 258, 303-04 (1947); *Koninklijke*
22 *Philips Elec. N.V. v. KXD Tech., Inc.*, 539 F.3d 1039, 1042 (9th Cir. 2008) (purpose of civil
23 contempt is coercive or compensatory). In an FTC contempt action, consumer loss is an
24

25 ² Some of the deceptive mailers include a dense block of text on the back titled “Consumer
26 Disclosure,” which does nothing to cure the misrepresentations featured prominently throughout
27 the mailer. (E.g., PX22 ¶7, Att. D at 69.) Indeed, the purported “disclosure” actually makes
28 additional misrepresentations – claiming, for instance, that as part of a so-called “premium
incentive” promotion, the consumer is “entitled” to receive a “prize” that may be thousands of
dollars. (*Id.*) In fact, no consumer ever receives more than \$1.12.

1 appropriate measure of the compensatory remedy. *FTC v. EDebitPay, LLC*, 695 F.3d 938, 945
2 (9th Cir. 2012). In this case, consumer loss is the full amount consumers paid Burke through his
3 fictitious companies, minus any refunds already given or nominal sums sent to complaining
4 consumers.

5 At this time, the FTC estimates Burke's direct-mail scheme defrauded consumers of at
6 least \$4 million, based on amounts deposited into his known check-processing accounts in the
7 three months preceding the FTC's filing. However, given Burke's extensive efforts to retrieve
8 the cash sent to his fronts around the globe, the sizable amounts of cash these fronts sent in each
9 mailing, and indications that Burke has yet more avenues for processing consumers' payments, it
10 is likely the actual consumer harm is significantly higher. The FTC seeks a short period of
11 discovery regarding the workings and scope of Burke's mail scheme and the total amount of
12 resulting consumer harm. Following such discovery, the FTC will present any further evidence
13 in support of its request for an order holding Burke in civil contempt and ordering him to pay a
14 compensatory sanction in the full amount consumers paid.

15 **CONCLUSION**

16 For the foregoing reasons, the FTC requests that, following a brief period of discovery
17 and appropriate contempt proceedings, the Court find Burke and AHA in contempt of the
18 Permanent Injunction for their telemarketing scheme, and that the Court additionally find Burke
19 in contempt for his direct mail scheme. The FTC further requests that the Court enter contempt
20 sanctions measured by the full amount of consumer harm.
21

22
23 Dated: March 1, 2013

Respectfully submitted,

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25
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