

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

GoLoansOnline.com, Inc., a corporation,

Defendant.

Civil No. _____

**COMPLAINT FOR CIVIL PENALTIES, INJUNCTIVE,
AND OTHER EQUITABLE RELIEF**

Plaintiff, the United States of America, acting upon notification and authorization to the Attorney General by the Federal Trade Commission ("Commission"), by its undersigned attorneys, for its Complaint alleges as follows:

JURISDICTION AND VENUE

1. This is an action arising under Sections 5(a), 5(m)(1)(A), 13(b), and 16(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a), 45(m)(1)(A), 53(b), and 56(a); the 2009 Omnibus Appropriations Act, Public Law 111-8, 123 Stat. 524, 678 (Mar. 11, 2009) ("Omnibus Act"), as clarified by Section 511 of the Credit Card Accountability Responsibility and Disclosure Act of 2009, Public Law 111-24, 123 Stat. 1734, 1763-64 (May 22, 2009) ("Credit Card Act"), and amended by Section 1097 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, 124 Stat. 1376, 2101-03 (July 21, 2010) ("Dodd-Frank Act"), 12 U.S.C. § 5538, to obtain civil penalties, injunctive relief, and other equitable

relief for violations of Section 5 of the FTC Act, the Mortgage Acts and Practices - Advertising rule ("MAP Rule"), 16 C.F.R. Part 321, recodified as the Mortgage Acts and Practices - Advertising rule ("Regulation N"), 12 C.F.R. Part 1014; and the Truth In Lending Act ("TILA"), 15 U.S.C. §§ 1601-1666j, and its implementing Regulation Z, 12 C.F.R. Parts 226 and 1026, by Defendant.

2. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1331, 1337(a), 1345, and 1355; under 15 U.S.C. §§ 45(a), 45(m)(1)(A), 53(b); and under Section 626 of the Omnibus Act, as clarified by Section 511 of the Credit Card Act, and amended by Section 1097 of the Dodd-Frank Act.

3. Venue is proper in this District under 28 U.S.C. §§ 1391(b)-(c), 1395(a), and 15 U.S.C. § 53(b).

PLAINTIFF

4. This action is brought by the United States of America on behalf of the Federal Trade Commission. The Commission is an independent agency of the United States government given statutory authority and responsibility by the FTC Act, *as amended*, 15 U.S.C. §§ 41-58. The Commission 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. Pursuant to the Omnibus Act, § 626, as clarified by the Credit Card Act, § 511, the Commission promulgated the MAP Rule, 16 C.F.R. Part 321, effective August 19, 2011, which, among other things, prohibits misleading or deceptive commercial communications relating to mortgage credit products. On December 16, 2011, the MAP Rule was recodified as 12 C.F.R. Part 1014, effective Dec. 30, 2011, and designated as "Regulation N." Pursuant to the Dodd-Frank Act § 1097, the FTC retains

authority to enforce the MAP Rule and Regulation N. The FTC also enforces TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation Z, 12 C.F.R. Parts 226 and 1026.

DEFENDANT

5. Defendant GoLoansOnline.com, Inc., also doing business as www.fhamortgage.com, www.fha.com, and www.fhaloan.com (“GoLoans”), is a Texas corporation with its principal place of business at 707 Woodcastle Bend, Houston, Texas 77094. GoLoans transacts or has transacted business in this district and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, GoLoans has advertised, marketed, distributed, or sold mortgage credit products to consumers throughout the United States. GoLoans is a “person” as defined by the MAP Rule, Regulation N, and Regulation Z. 16 C.F.R. § 321.2(f), 12 C.F.R. §§ 1014.2, 226.2(a)(22), 1026.2(a)(22).

COMMERCE

6. At all times material to this Complaint, Defendant has 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.

DEFENDANT’S BUSINESS ACTIVITIES

7. Since at least August 19, 2011, Defendant has advertised “mortgage credit products.” The MAP Rule and Regulation N define “mortgage credit product” as “any form of credit that is secured by real property or a dwelling and that is offered or extended to a consumer primarily for personal, family, or household purposes.” 16 C.F.R. § 321.2(e), 12 C.F.R. §1014.2.

8. Defendant has advertised mortgage credit products through websites that it has operated, including www.fhamortgage.com, www.fha.com, and www.fhaloan.com. Since at

least August 19, 2011, Defendant has made numerous commercial communications offering materially different interest rates for mortgage credit products.

9. In numerous instances, Defendant has advertised low, fixed rates for mortgage credit products to generate potential borrowers for third parties such as mortgage brokers, lenders, and “lead brokers,” or companies that resell the potential borrowers as “leads” to other third parties. Some of Defendant’s advertisements include the statements “No Credit Check” and “No Social Security Number Required” on the same webpage. For example, on www.fhamortgage.com, Defendant has displayed:

Low FHA Fixed Rates 2.25%
Low Rates. Free Quotes. No Hidden Costs!

and:

Find Your Best Rate
Fixed Rates as low as
2.25%
Low Mortgage Payments
\$150,000 home loan for \$593/mo.
\$200,000 home loan for \$790/mo.
\$250,000 home loan for \$987/mo.

Why Fill Out this Form?

- ✓ No Hidden Fees or Points Ever
- ✓ No Credit Check
- ✓ No Obligation
- ✓ No Social Security Number Required
- ✓ Get the Lowest Rate Nationwide

10. In numerous instances, consumers have been matched with mortgage brokers, mortgage lenders, or lead brokers who did not provide mortgage credit products with the advertised terms. Specifically, the rate advertised as a “fixed” rate mortgage has actually corresponded to an adjustable rate mortgage for which the interest rate varies each month and the minimum payment varies each year.

11. In numerous instances, the phrase “Adjustable-Rate Mortgage,” “Variable-Rate Mortgage,” or “ARM” has not appeared at all in these advertisements, or not as conspicuously as the word “fixed.” Additionally, each use of the word “fixed” is not accompanied by an equally prominent and closely proximate statement of the time period for which the rate is fixed, and the fact that the rate may vary or the payment may increase after that period.

12. In numerous instances, Defendant’s websites have advertised a rate of finance charge without disclosing that rate as an annual percentage rate, using that term or the abbreviation “APR,” and, if the annual percentage rate may be increased after consummation, that fact.

13. In numerous instances, Defendant’s websites have advertised a payment amount including, “\$250,000 home loan for \$987/mo.,” without stating: (i) the terms of repayment, which reflect the repayment obligations over the full term of the loan, including any balloon payment, and (ii) the annual percentage rate and if the rate may be increased after consummation.

14. In numerous instances, Defendant’s websites have included contact forms where a potential borrower can enter his or her personal contact information, which is then transmitted directly to third-party lead brokers. For example, consumers have provided their first and last names, the type of mortgage credit product needed, the requested loan amount, and a credit rating. Defendant has been compensated by the third-party lead brokers who gather the

consumer information. In some instances, Defendant's compensation has been on a commission basis, where Defendant has received a percentage of the revenue ultimately generated by the third-party lead broker. In other instances, Defendant has been compensated based on the number of completed consumer forms gathered by the third party.

15. On its websites, Defendant also has displayed a toll-free telephone number for consumers to call. When consumers have called this phone number, they were connected with third-party mortgage brokers, lenders, or lead brokers. Defendant has been compensated for these phone calls by receiving a flat fee for each call that was over 1.5 minutes.

VIOLATIONS OF THE FTC ACT

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

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

COUNT I

18. In numerous instances, through the means described in Paragraphs 7-15, Defendant has represented, directly or indirectly, expressly or by implication, that Defendant or its affiliated third-party purchasers would provide a mortgage credit product with a low, fixed interest rate or fixed monthly payment, such as a fixed rate of 2.25%.

19. In truth and in fact, in many instances, neither Defendant nor its affiliated third-party purchasers provided consumers with mortgage credit products for the low, fixed interest rate or fixed monthly payment advertised in Defendant's commercial communications, such as a fixed rate of 2.25%. Therefore, Defendant's representations as set forth in Paragraph 18 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).

VIOLATIONS OF THE MAP RULE

20. In July 2011, the FTC issued the MAP Rule, 16 C.F.R. Part 321, which became effective on August 19, 2011, and which prohibited deceptive claims in mortgage advertising. The MAP Rule was subsequently recodified as Regulation N, 12 C.F.R. Part 1014, which became effective Dec. 30, 2011.

21. The MAP Rule and Regulation N define “commercial communication” as “any written or oral statement, illustration, or depiction . . . that is designed to effect a sale or create interest in purchasing goods or services, whether it appears on or in a label, package, package insert, radio, television, cable television, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, film, slide, audio program transmitted over a telephone system, telemarketing script, on-hold script, upsell script, training materials provided to telemarketing firms, program-length commercial (“infomercial”), the internet, cellular network, or any other medium.” 16 C.F.R. § 321.2(a), 12 C.F.R. § 1014.2.

22. The MAP Rule and Regulation N define a “person” as “any individual, group, unincorporated association, limited or general partnership, corporation, or other business entity.” 16 C.F.R. § 321.2(f), 12 C.F.R. § 1014.2.

23. The MAP Rule and Regulation N define “term” as “any of the fees, costs, obligations, or characteristics of or associated with the product. It also includes any of the conditions on or related to the availability of the product.” 16 C.F.R. § 321.2(g), 12 C.F.R. § 1014.2.

24. The MAP Rule and Regulation N prohibit any person making a commercial communication concerning a mortgage credit product from making certain materially misleading representations, including but not limited to misrepresenting the variability of interest, payments, or other terms of the mortgage credit product, including falsely representing that an interest rate is “fixed.” 16 C.F.R. § 321.3(g), 12 C.F.R. § 1014.3(g).

25. Pursuant to § 626 of the Omnibus Act, as clarified by § 511 of the Credit Card Act, and as amended by § 1097 of the Dodd-Frank Act, and pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the MAP Rule constitutes an unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT II

26. In numerous instances, in its commercial communications concerning mortgage credit products, Defendant has misrepresented, directly or indirectly, expressly or by implication, the variability of interest rates, monthly payments, or other terms of the mortgage credit product, including falsely representing that an advertised interest rate is a “fixed” rate mortgage credit product.

27. Defendant’s representations, as set forth in Paragraph 26 of this Complaint, are material misrepresentations in violation of multiple provisions of the MAP Rule and Regulation N. 16 C.F.R. § 321.3(g) and (q), 12 C.F.R. § 1014.3(g) and (q).

VIOLATIONS OF TILA AND REGULATION Z

28. Under TILA, 15 U.S.C. §§ 1601-1666j, and Regulation Z, 12 C.F.R. Part 226, 12 C.F.R. Part 1026, persons who advertise “closed-end credit,” as defined in 12 C.F.R.

§ 226.2(a)(10) and 12 C.F.R. § 1026.2(a)(10), must comply with the applicable provisions of TILA and Regulation Z, including but not limited to 12 C.F.R. § 226.24 and 12 C.F.R. § 1026.24.

29. “Credit” is defined as “the right to defer payment of debt or to incur debt and defer its payment.” 12 C.F.R. § 226.2(a)(14), 12 C.F.R. § 1026.2(a)(14).

30. “Closed-end credit” is defined as “consumer credit other than open-end credit.” “Open-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. § 226.2(a)(10) and (20), 12 C.F.R. § 1026.2(a)(10) and (20).

31. Regulation Z defines a “person” as “a natural person or an organization, including a corporation, partnership, proprietorship, association, cooperative, estate, trust, or government unit.” 12 C.F.R. § 226.2(a)(22), 12 C.F.R. § 1026.2(a)(22).

32. TILA authorizes Plaintiff and the Commission to seek civil penalties for violation of Section 226.24(i) of Regulation Z at 12 C.F.R. § 226.24(i) and 12 C.F.R. § 1026.24(i) of Regulation Z, 12 C.F.R. § 1026.24(i). 15 U.S.C. § 1639(q).

33. Pursuant to TILA, a violation of TILA constitutes a violation of the FTC Act. 15 U.S.C. § 1607(c).

COUNT III

34. In numerous instances, through the means described in Paragraphs 7-15, Defendant has advertised closed-end credit to consumers by disseminating advertisements for

mortgage loans, including, but not limited to, advertisements for “2.25 % fixed” rate mortgages.

In credit advertisements, Defendant has:

- a. Advertised credit terms other than those terms that actually are or will be arranged or offered by the creditor, in violation of Section 142 of TILA, 15 U.S.C. § 1662(1), Section 226.24(a) of Regulation Z, 12 C.F.R. § 226.24(a), Section 1026.24(a) of Regulation Z, 12 C.F.R. § 1026.24(a);
- b. Advertised a rate of finance charge without disclosing that rate as an annual percentage rate, using that term or the abbreviation “APR,” and, if the annual percentage rate may be increased after consummation, that fact, in violation of Section 144(c) of TILA, 15 U.S.C. § 1664(c), Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c), Section 1026.24(c) of Regulation Z, 12 C.F.R. § 1026.24(c);
- c. Advertised a payment amount without disclosing: (i) the terms of repayment, which reflect the repayment obligations over the full term of the loan, including any balloon payment; and (ii) the annual percentage rate, using that term or the abbreviation “APR,” and, if the annual percentage rate may be increased after consummation, that fact, in violation of Section 144(d) of TILA, 15 U.S.C. § 1664(d), Section 226.24(d) of Regulation Z, 12 C.F.R. § 226.24(d), Section 1026.24(d) of Regulation Z, 12 C.F.R. § 1026.24(d); and
- d. Used the word “fixed” in advertisements for variable-rate mortgages where: (i) the phrase “Adjustable-Rate Mortgage,” “Variable-Rate Mortgage,” or “ARM” does not appear at all in the advertisement, or not

as conspicuously as the word “fixed;” and (ii) each use of the word “fixed” is not accompanied by an equally prominent and closely proximate statement of the time period for which the payment is fixed, and the fact that the rate may vary after that period, in violation of Section 226.24(i) of Regulation Z, 12 C.F.R. § 226.24(i), Section 1026.24(i) of Regulation Z, 12 C.F.R. § 1026.24(i).

35. Defendant’s acts and practices, as set forth in Paragraph 34, violate TILA and Regulation Z. By engaging in violations of the TILA and Regulation Z, Defendant also has violated the FTC Act. 15 U.S.C. § 1607(c).

CONSUMER INJURY

36. Consumers have suffered and will continue to suffer substantial injury as a result of Defendant’s violations of the FTC Act, the MAP Rule, and TILA. In addition, Defendant has been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendant is likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT’S POWER TO GRANT RELIEF

37. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to issue a permanent injunction to ensure that Defendant will not continue to violate the FTC Act, the MAP Rule, Regulation N, TILA, and Regulation Z.

38. Defendant violated the MAP Rule and Regulation N, and Section 226.24(i) of Regulation Z, 12 C.F.R. § 226.24(i), Section 1026.24(i) of Regulation Z, 12 C.F.R. § 1026.24(i), as described above, with actual knowledge or knowledge fairly implied on the basis of objective

circumstances, as set forth in Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A) and 15 U.S.C. § 1639(q).

39. Each instance since August 19, 2011, in which Defendant failed to comply with the MAP Rule and Regulation N, and Section 226.24(i) of Regulation Z, 12 C.F.R. § 226.24(i), Section 1026.24(i) of Regulation Z, 12 C.F.R. § 1026.24(i), in one or more of the ways described above, constitutes a separate violation for which Plaintiff seeks monetary civil penalties.

40. Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), Section 129(q) of TILA, 15 U.S.C. § 1639(q), and Section 4 of the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, *as amended*, authorizes this Court to award monetary civil penalties of not more than \$16,000 for each violation of the MAP Rule and Regulation N, and of Section 226.24(i) of Regulation Z, 12 C.F.R. § 226.24(i), Section 1026.24(i) of Regulation Z, 12 C.F.R. § 1026.24(i).

PRAYER FOR RELIEF

41. WHEREFORE, Plaintiff United States of America, pursuant to 15 U.S.C. §§ 45(m)(1)(A), 53(b), the Omnibus Act, and the Court's own equitable powers, respectfully requests that the Court:

- a. Enter a judgment against Defendant and in favor of Plaintiff for each law violation alleged in this Complaint;
- b. Enter a permanent injunction to prevent future violations of the FTC Act, the MAP Rule, Regulation N, TILA, and Regulation Z by Defendant;
- c. Award Plaintiff monetary civil penalties for each violation of the MAP Rule and Regulation N, and of Section 226.24(i) of Regulation Z, 12

C.F.R. § 226.24(i), Section 1026.24(i) of Regulation Z, 12 C.F.R. §
1026.24(i); and

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

Dated: 3/27/14

**FOR THE PLAINTIFF:
FOR THE UNITED STATES OF AMERICA**



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JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p>I. (a) PLAINTIFFS United States of America</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) James W. Harlow, U.S. Department of Justice, P.O. Box 386 Washington, D.C. 20044, (202) 514-6786</p>	<p>DEFENDANTS GoLoansOnline.com, Inc.</p> <p>County of Residence of First Listed Defendant <u>Harris County, TX</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known) Matthew Previn, BuckleySandler LLP, 1133 Avenue of the Americas, Suite 3100, New York, NY 10036, (212) 600-2310</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input checked="" type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>PTF <input type="checkbox"/> 2</td> <td>DEF <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td>PTF <input type="checkbox"/> 5</td> <td>DEF <input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>PTF <input type="checkbox"/> 3</td> <td>DEF <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td>PTF <input type="checkbox"/> 6</td> <td>DEF <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	PTF <input type="checkbox"/> 2	DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5	DEF <input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3	DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6	DEF <input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<p>PERSONAL INJURY</p> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<p>PRISONER PETITIONS</p> <input type="checkbox"/> 510 Motions to Vacate Sentence <p>Habeas Corpus:</p> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ref. Inc. Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

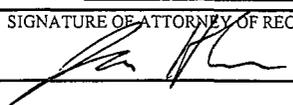
VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. 45

Brief description of cause: Federal Trade Commission Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: 05/07/2014 SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____