

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

FEDERAL TRADE COMMISSION, and

STATE OF ILLINOIS,

Plaintiffs,

v.

K.I.P., LLC, an Illinois limited liability company;

CHARLES DICKEY, individually and as an owner,  
member, or managing member of K.I.P., LLC, and  
also doing business as EZELL WILLIAMS AND  
ASSOCIATES, CORP.; EZELL WILLIAMS, LLC;  
EXCEL RECEIVABLES, CORP.; SECOND  
CHANCE FINANCIAL CREDIT, CORP.;  
SECOND CHANCE FINANCIAL, LLC;  
PAYDAY LOAN RECOVERY GROUP, LLC;  
PAYDAY LOAN RECOVERY GROUP;  
PAYDAY LOAN RECOVERY;  
INTERNATIONAL RECOVERY SERVICES,  
LLC; INTERNATIONAL RECOVERY  
SERVICES; and D & R RECOVERY; and

CHANTELLE DICKEY, also known as  
CHANTELLE RUDD and CHANTELLE  
WILLIAMS, individually and as a manager of  
K.I.P., LLC, and also doing business as EZELL  
WILLIAMS AND ASSOCIATES, CORP.; EZELL  
WILLIAMS, LLC; EXCEL RECEIVABLES,  
CORP.; SECOND CHANCE FINANCIAL  
CREDIT, CORP.; SECOND CHANCE  
FINANCIAL, LLC; PAYDAY LOAN  
RECOVERY GROUP, LLC; PAYDAY LOAN  
RECOVERY GROUP; PAYDAY LOAN  
RECOVERY; INTERNATIONAL RECOVERY  
SERVICES, LLC; INTERNATIONAL  
RECOVERY SERVICES; and D & R  
RECOVERY,

Defendants.

Case No.

1:15-cv-02985

Judge John Z. Lee

Magistrate Judge Mary M. Rowland

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THOMAS G BRUTON  
CLERK, U S DISTRICT COURT

**COMPLAINT FOR PERMANENT INJUNCTION  
AND OTHER EQUITABLE RELIEF**

Plaintiffs, the Federal Trade Commission (“FTC”) and the State of Illinois, for their Complaint, allege:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and Section 814 of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692i, 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), and in violation of the FDCPA, 15 U.S.C. §§ 1692-1692p, in connection with abusive and deceptive debt collection practices.

2. The State of Illinois brings this action under Section 7 of the Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois Consumer Fraud Act”), 815 ILCS 505/7, to obtain a preliminary or permanent injunction, restitution, and civil penalties against Defendants for engaging in deceptive acts or practices in violation of the Illinois Consumer Fraud Act, 815 ILCS 505/1 *et seq.*

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over the FTC’s claims pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), and 1692i.

4. This Court has supplemental jurisdiction over the State of Illinois’ claims pursuant to 28 U.S.C. § 1367.

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

## PLAINTIFFS

6. 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. The FTC also enforces the FDCPA, 15 U.S.C. §§ 1692-1692p, which prohibits deceptive, abusive, and unfair debt collection practices.

7. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the FDCPA, 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), 56(a)(2)(A), and 1692l(a). Section 814 of the FDCPA further authorizes the FTC to use all of the functions and powers under the FTC Act to enforce compliance by any person with the FDCPA. 15 U.S.C. § 1692l.

8. The State of Illinois is one of the fifty sovereign states of the United States. Lisa Madigan is the duly elected and qualified Attorney General acting for Plaintiff State of Illinois, and brings this action in her official capacity for and on behalf of the People of the State of Illinois, pursuant to the provisions of the Consumer Fraud Act, 815 ILCS 505/1 *et seq.*, and her common law authority as Attorney General to represent the People of the State of Illinois.

## DEFENDANTS

9. Defendant K.I.P., LLC (“KIP”), is an Illinois limited liability company with its registered address at 123 West Madison Street, Suite 806, Chicago, Illinois 60602, and its principal place of business at 75 South LaSalle Street, Aurora, Illinois 60505. KIP transacts or has transacted business in this district and throughout the United States.

10. Defendant Charles Dickey is or was an owner, member, and/or managing member of Defendant KIP. Defendant Charles Dickey also has done business as Ezell Williams and Associates, Corp.; Ezell Williams, LLC; Excel Receivables, Corp.; Second Chance Financial Credit, Corp.; Second Chance Financial, LLC; Payday Loan Recovery Group, LLC; Payday Loan Recovery Group; Payday Loan Recovery; International Recovery Services, LLC; International Recovery Services; and D & R Recovery. These d/b/a's include names for fictitious entities that never had a legal existence and names used by dissolved entities that have no current corporate existence. At all times material to this Complaint, acting alone or in concert with others, Defendant Charles Dickey has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Among other things, Defendant Charles Dickey negotiated and signed a lease agreement for office space where Defendants' business operated. He held himself out to law enforcement officers as the owner or manager of Defendants' business, made decisions regarding the location and operation of the business, and regularly has been present at the business premises. Defendant Charles Dickey resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

11. Defendant Chantelle Dickey, also known as Chantelle Rudd and Chantelle Williams, is or was a manager of Defendant KIP. Defendant Chantelle Dickey also has done business as Ezell Williams and Associates, Corp.; Ezell Williams, LLC; Excel Receivables, Corp.; Second Chance Financial Credit, Corp.; Second Chance Financial, LLC; Payday Loan Recovery Group, LLC; Payday Loan Recovery Group; Payday Loan Recovery; International Recovery Services, LLC; International Recovery Services; and D & R Recovery. These d/b/a's include names for fictitious entities that never had a legal existence and names used by dissolved

entities that have no current corporate existence. At all times material to this Complaint, acting alone or in concert with others, Defendant Chantelle Dickey has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Among other things, Defendant Chantelle Dickey negotiated and signed a lease agreement for office space where Defendants' business operated. She has provided rent payments to the landlord of the property where Defendants' business operated, made decisions regarding the location and operation of the business, and regularly has been present at the business premises. Defendant Chantelle Dickey resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

#### **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. Since at least 2010, and continuing thereafter, Defendants have engaged in a nationwide scheme to defraud consumers through the collection of payday loan debts that the consumers do not actually owe or that Defendants do not have the authority to collect. Defendants contact consumers by telephone and make a series of misrepresentations and threats to convince consumers to pay the alleged debts.

14. In conducting their scheme, Defendants contact consumers who have previously received payday loans, or who at least have inquired about or applied for a payday loan. In many instances, these consumers inquired about, applied for, or received their payday loans from online lenders.

15. Defendants call consumers and inform them that they are delinquent on a payday loan or other debt. In numerous instances, however, consumers are not delinquent on a payday loan or other debt as represented by Defendants.

16. Defendants also claim in their collection calls to have authority from consumers' lenders to collect the debts. In numerous instances, however, Defendants do not have authority from consumers' lenders to collect those lenders' debts.

17. In numerous instances, Defendants do not identify the name of the lender to whom consumers purportedly owe the alleged debt. Even when Defendants do identify the name of a lender, the identified lender often is not owed any money by the consumer and, in many cases, never provided the consumer with a loan.

18. Defendants often represent in their collection calls that the consumers owe Defendants a specified sum of money, which allegedly represents the delinquent amount due on the original loan plus interest and fees. In numerous instances, Defendants represent that if those consumers agree to pay the alleged debt immediately, Defendants will accept, or "settle the debt" for, significantly less than the amount allegedly owed.

19. When Defendants contact consumers, they often possess, or claim to possess, extensive personal information about the consumers, such as their Social Security numbers, financial account information, addresses, and employment information. Defendants use this information to convince consumers they are a legitimate debt collector and that the consumers must immediately pay the allegedly delinquent debt.

20. Defendants call consumers at their home, cellular, and work telephones. In many instances, Defendants repeatedly call consumers even after they have been told to stop, or after Defendants become aware that it is inconvenient for the consumers to receive such calls.

21. In numerous instances, Defendants repeatedly call consumers' places of employment, even though they know, or should know, that such calls are prohibited by consumers' employers.

22. Often, Defendants continue to call consumers for weeks or even months after the initial contact. In some instances, Defendants will call consumers multiple times per day or night and with such frequency over an extended period of time as to constitute harassment of the consumers or members of their families.

23. In their collection calls, Defendants frequently use obscene and profane language as a means of intimidating and harassing consumers to convince them to pay the alleged debt.

24. In their collection calls, Defendants frequently threaten to garnish the wages of consumers who fail to pay Defendants for the alleged debt. To create the impression that their threat is real, Defendants sometimes transmit a form to the consumer's employer that requests personal and employment information about the consumer. The form additionally requests that the employer provide an address where a "garnishment order" should be mailed, and asks whether the consumer already has a "present garnishment order." In truth, however, Defendants have no intention of taking, have no standing or authority to take, and do not take, any action to cause the garnishment of the consumer's wages.

25. In numerous instances, Defendants threaten to suspend or revoke the drivers' licenses of consumers who fail to pay Defendants for the alleged debt. In truth, however, Defendants have no intention of taking, have no standing or authority to take, and do not take, any action to suspend or revoke the consumer's driver's license. Defendants cannot suspend or revoke, or cause the suspension or revocation of, consumers' drivers' licenses for non-payment of a private debt.

26. Defendants also often threaten to sue or to initiate legal proceedings against consumers who fail to pay Defendants for the alleged debt. In truth, however, Defendants have no intention of taking, have no standing or authority to take, and do not take, legal action against these consumers.

27. In many instances, Defendants threaten that consumers will face arrest and/or imprisonment if they fail to pay Defendants for the alleged debt. In truth, however, consumers will not face arrest or imprisonment if they fail to pay Defendants. Defendants cannot have consumers arrested or imprisoned for non-payment of a private debt.

28. In numerous instances, Defendants fail to provide consumers, either in the initial communication with consumers or in writing within five days after the initial communication, a notice containing: (a) the amount of the debt; (b) the name of the creditor to whom the debt is owed; (c) a statement that unless the consumer disputes the debt, the debt will be assumed valid; and (d) a statement that if the consumer disputes the debt in writing, Defendants will obtain verification of the debt.

29. Many consumers pay the alleged debt because they are afraid of the threatened repercussions of failing to pay, because they believe Defendants are legitimate and are collecting real delinquent debt, or because they want to stop the harassment. Generally, consumers pay Defendants using a credit or debit card.

30. Since at least 2010, Defendants have collected and processed at least hundreds of thousands of dollars in payments for alleged debts that consumers do not owe or that Defendants have no authority to collect.

**VIOLATIONS OF THE FTC ACT**

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

32. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act. 15 U.S.C. § 45(a).

**Count One by Plaintiff FTC**

*False or Unsubstantiated Representations*

33. In numerous instances, in connection with the collection of alleged debts, Defendants have represented, directly or indirectly, expressly or by implication, that:

- A. The consumer is delinquent on a payday loan or other debt that Defendants have the authority to collect;
  - B. The consumer has a legal obligation to pay Defendants;
  - C. The consumer will be arrested or imprisoned for failing to pay Defendants;
  - D. The consumer will lose his or her driver’s license for failing to pay Defendants;
  - E. The consumer’s wages will be garnished for failing to pay Defendants;
- and
- F. Defendants will take formal legal action against a consumer who fails to pay, such as filing suit.

34. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 33 of this Complaint:

- A. The consumer is not delinquent on a payday loan or other debt that Defendants have the authority to collect;
  - B. The consumer is not legally obligated to pay Defendants;
  - C. The consumer will not be arrested or imprisoned for failing to pay Defendants;
  - D. The consumer will not lose his or her driver's license for failing to pay Defendants;
  - E. The consumer's wages will not be garnished for failing to pay Defendants;
- and
- F. Defendants will not take formal legal action against a consumer who fails to pay, such as filing suit.

35. Therefore, Defendants' representations as set forth in Paragraph 33 of this Complaint are false or misleading, or were not substantiated at the time the representations were made, and constitute deceptive acts and practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

#### **VIOLATIONS OF THE FDCPA**

36. In 1977, Congress passed the FDCPA, 15 U.S.C. §§ 1692-1692p, which became effective on March 20, 1978, and has been in force since that date. Section 814 of the FDCPA, 15 U.S.C. § 1692l, provides that a violation of the FDCPA shall be deemed an unfair or deceptive act or practice in violation of the FTC Act.

37. Defendant KIP; Defendant Charles Dickey, to the extent he is or was doing business as Ezell Williams and Associates, Corp., Ezell Williams, LLC, Excel Receivables, Corp., Second Chance Financial Credit, Corp., Second Chance Financial, LLC, Payday Loan

Recovery Group, LLC, Payday Loan Recovery Group, Payday Loan Recovery, International Recovery Services, LLC, International Recovery Services, and D & R Recovery; and Defendant Chantelle Dickey, to the extent she is or was doing business as Ezell Williams and Associates, Corp., Ezell Williams, LLC, Excel Receivables, Corp., Second Chance Financial Credit, Corp., Second Chance Financial, LLC, Payday Loan Recovery Group, LLC, Payday Loan Recovery Group, Payday Loan Recovery, International Recovery Services, LLC, International Recovery Services, and D & R Recovery (hereinafter collectively referred to as the “FDCPA Defendants”), are “debt collectors” as defined by Section 803(6) of the FDCPA, 15 U.S.C. § 1692a(6).

38. A “consumer,” as defined in Section 803(3) of the FDCPA, 15 U.S.C. § 1692a(3), “means any natural person obligated or allegedly obligated to pay any debt.”

39. A “debt,” as defined in Section 803(5) of the FDCPA, 15 U.S.C. § 1692a(5), “means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

### **Count Two by Plaintiff FTC**

#### **Prohibited Communications**

40. In numerous instances, in connection with the collection of debts, without having obtained directly the prior consent of the consumer or the express permission of a court of competent jurisdiction, FDCPA Defendants have communicated with consumers at times or places known, or which should be known, to be inconvenient to consumers or at consumers’ places of employment when FDCPA Defendants know, or have reason to know, that consumers’

employers prohibit consumers from receiving such communications, in violation of Section 805(a) of the FDCPA, 15 U.S.C. § 1692c(a).

**Count Three by Plaintiff FTC**

*Harassing and Abusive Conduct*

41. In numerous instances, in connection with the collection of debts, FDCPA Defendants engage in conduct the natural consequence of which is to harass, oppress, or abuse the consumer, in violation of Section 806 of the FDCPA, 15 U.S.C. § 1692d, including, but not limited to:

A. Using obscene or profane language in violation of Section 806(2) of the FDCPA, 15 U.S.C. § 1692d(2); and

B. Causing a telephone to ring or engaging a person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass a person at the called number, in violation of Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5).

**Count Four by Plaintiff FTC**

*False, Deceptive, or Misleading Representations to Consumers*

42. In numerous instances, in connection with the collection of debts, FDCPA Defendants have used false, deceptive, or misleading representations or means, in violation of Section 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to:

A. Falsely representing the character, amount, or legal status of any debt, in violation of Section 807(2)(A) of the FDCPA, 15 U.S.C. § 1692e(2)(A);

B. Falsely representing or implying that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment or

sale of any property or wages of any person when FDCPA Defendants do not intend to take such action, in violation of Section 807(4) of the FDCPA, 15 U.S.C. § 1692e(4); and

C. Threatening to take an action that is not lawful or that FDCPA Defendants do not intend to take for failure to pay a private debt, such as the suspension or revocation of a consumer's driver's license or the taking of formal legal action against a consumer, in violation of Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5).

### **Count Five by Plaintiff FTC**

#### ***Failure to Provide a Validation Notice***

43. In numerous instances, in connection with the collection of debts, FDCPA Defendants have failed to provide consumers, either in the initial communication with a consumer or in a written notice sent within five days after the initial communication, with statutorily-required information about the debt and the right to dispute the debt, in violation of Section 809(a) of the FDCPA, 15 U.S.C. § 1692g(a).

### **VIOLATIONS OF ILLINOIS STATE LAWS**

44. The Illinois Attorney General believes this action to be in the public interest and brings this lawsuit pursuant to Section 7 of the Illinois Consumer Fraud Act.

45. Section 2 of the Illinois Consumer Fraud Act, 815 ILCS 505/2, prohibits unfair or deceptive acts or practices.

46. Misrepresentations or the deceptive omissions of a material fact, with the intent that consumers rely, constitute unlawful acts or practices within the meaning of Section 2 of the Illinois Consumer Fraud Act.

**Count Six by Plaintiff State of Illinois**

**Illinois Consumer Fraud Act Violations**

47. Plaintiff State of Illinois re-alleges and incorporates by reference, each and every allegation in the foregoing paragraphs of this Complaint.

48. While engaged in trade or commerce, Defendants committed unfair and/or deceptive acts or practices declared unlawful under Section 2 of the Illinois Consumer Fraud Act, 815 ILCS 505/2, by:

A. Falsely claiming that consumers owed debts with intent that consumers rely on these misrepresentations when, in truth and in fact, consumers did not owe the debts claimed;

B. Collecting falsely claimed debts from consumers;

C. Failing to refund falsely claimed debts unlawfully collected from consumers; and

D. Processing electronic fund transfers from consumers' accounts in amounts greater than authorized by consumers and failing to refund the amounts so collected.

**Count Seven by Plaintiff State of Illinois**

**Illinois Collection Agency Act Violations**

49. Plaintiff State of Illinois re-alleges and incorporates by reference, each and every allegation in the foregoing paragraphs of this Complaint.

50. Defendants are unlicensed "debt collectors" or they act as an unlicensed "collection agency," or both, in that in the ordinary course of business Defendants engage in "debt collection" in Illinois, as defined in Section 2 of the Illinois Collection Agency Act, 225 ILCS 425/2.

51. Defendants violated Section 4 of the Illinois Collection Agency Act, 225 ILCS 425/4, by acting as a debt collector or collection agency without being licensed;

52. Defendants violated Section 9(a) of the Illinois Collection Agency Act, 225 ILCS 425/9(a), by:

A. Threatening to instigate arrest or criminal prosecution where no basis for a criminal complaint lawfully exists, in violation of 225 ILCS 425/9(a)(11);

B. Initiating or threatening to initiate communication with a debtor's employer before timely written notice has been given to the debtor of Defendants' intention to communicate with the debtor's employer, in violation of 225 ILCS 425/9(a)(14);

C. Communicating with the debtor or any member of the debtor's family at such a time of day or night and with such frequency as to constitute harassment of the debtor or any member of the debtor's family, in violation of 225 ILCS 425/9(a)(15);

D. Using profane, obscene or abusive language in communicating with a debtor, his or her family or others, in violation of 225 ILCS 425/9(a)(16);

E. Disclosing or threatening to disclose information concerning the existence of a debt which the debt collector knows to be reasonably disputed by the debtor without disclosing the fact that the debtor disputes the debt, in violation of 225 ILCS 425/9(a)(18);

F. Attempting or threatening to enforce a right or remedy with knowledge or reason to know that the right or remedy does not exist, in violation of 225 ILCS 425/9(a)(20);

G. Failing to disclose to the debtor or his or her family the corporate, partnership or proprietary name, or other trade or business name, under which the debt collector is engaging in debt collections and which he or she is legally authorized to use, in violation of 225 ILCS 425/9(a)(21);

H. Failing to disclose, at the time of making any demand for payment, the name of the person to whom the claim is owed, in violation of 225 ILCS 425/9(a)(25);

I. Representing that an existing debt may be increased by the addition of attorney's fees, investigation fees or any other fees or charges when such fees or charges may not legally be added to the existing debt, in violation of 225 ILCS 425/9(a)(27);

J. Representing that the debt collector is an attorney at law or an agent for an attorney when he is not, in violation of 225 ILCS 425/9(a)(28); and

K. Engaging in dishonorable, unethical, or unprofessional conduct of a character likely to deceive, defraud or harm the public, in violation of 225 ILCS 425/9(a)(31).

### **CONSUMER INJURY**

53. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, the FDCPA, and the laws of the State of Illinois. 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**

54. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and Section 814(a) of the FDCPA, 15 U.S.C. § 1692l(a), empower 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.

55. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow Plaintiff State of Illinois to enforce its state law claims against Defendants in this Court for violations of the Illinois Consumer Fraud Act and the Illinois Collection Agency Act. Section 9.7 of the Illinois Collection Agency Act, 225 ILCS 425/9.7, with certain limited exceptions not applicable here, provides for enforcement by the Illinois Attorney General of knowing violations of Section 9 of the Illinois Collection Agency Act as unlawful practices under the Consumer Fraud Act. *See* 225 ILCS 425/9.7. Section 7 of the Illinois Consumer Fraud Act authorizes this Court to grant relief, including but not limited to injunctive relief, civil penalties, restitution, costs, and such other relief the Court deems appropriate.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and Section 814(a) of the FDCPA, 15 U.S.C. § 1692l(a), and Plaintiff State of Illinois, pursuant to 815 ILCS 505/7, and pursuant to the Court's supplemental jurisdiction, 28 U.S.C. § 1367, and the Court's own equitable powers, requests that the Court:

A. Award Plaintiffs 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, an order freezing assets, immediate access, and the appointment of a receiver;

B. Enter judgment against Defendants and in favor of Plaintiffs for each violation alleged in this complaint;

C. Enter a permanent injunction to prevent future violations by Defendants of the FTC Act, the FDCPA, and the Illinois Consumer Fraud Act, 815 ILCS 505/1;

D. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act, the FDCPA, and the Illinois Consumer Fraud Act, 815 ILCS 505/7, including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies;

E. Require Defendants to pay a civil penalty in the amount of \$50,000 for each violation of the Illinois Consumer Fraud Act and an additional penalty of \$50,000 for each violation the Court finds that Defendants committed with the intent to defraud; and

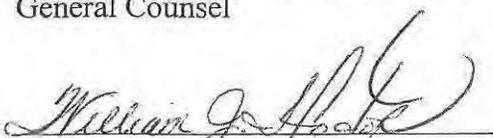
F. Award Plaintiffs the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: April 6, 2015

Respectfully submitted,

**FOR PLAINTIFF**  
**FEDERAL TRADE COMMISSION**

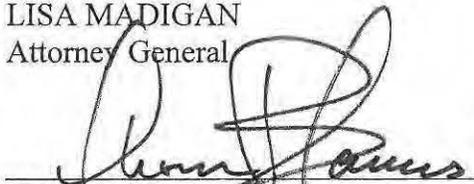
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