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14 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

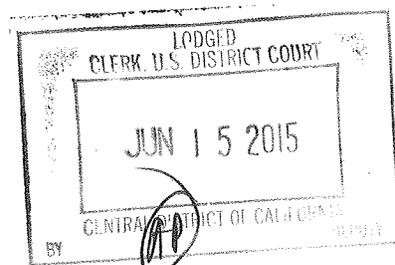
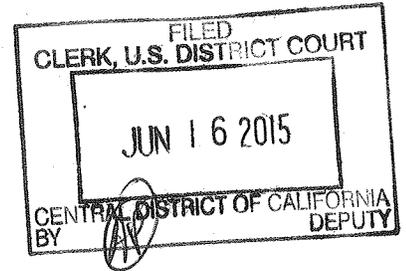
15 FEDERAL TRADE COMMISSION,

16 Plaintiff,

17 v.

18 BUNZAI MEDIA GROUP, INC., a  
California corporation, also doing  
19 business as AuraVie, Miracle Face Kit,  
and Attitude Cosmetics;

20 PINNACLE LOGISTICS, INC., a  
California corporation;



Case No. CV 15 - 04527-GW

UNDER SEAL

COMPLAINT FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF

COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF

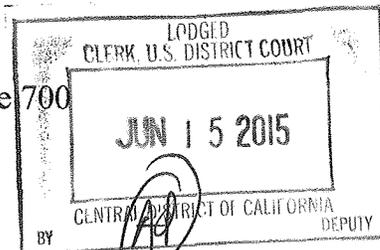
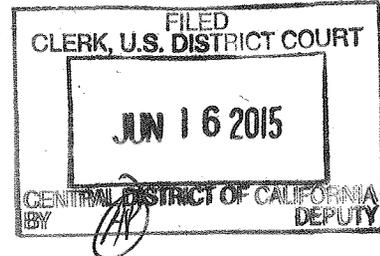
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14 UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

15 FEDERAL TRADE COMMISSION,

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20 PINNACLE LOGISTICS, INC., a  
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Case No. CV 15 - 04527 - GW (PLA x)

UNDER SEAL

COMPLAINT FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF

COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF

- 1 **DSA HOLDINGS, INC.**, a California  
2 corporation;
- 3 **LIFESTYLE MEDIA BRANDS,**  
4 **INC.**, a California corporation;
- 5 **AGOA HOLDINGS, INC.**, a  
6 California corporation;
- 7 **ZEN MOBILE MEDIA, INC.**, a  
8 California corporation;
- 9 **SAFEHAVEN VENTURES, INC.**, a  
10 California corporation;
- 11 **HERITAGE ALLIANCE GROUP,**  
12 **INC.**, a California corporation, also  
13 doing business as AuraVie Distribution;
- 14 **AMD FINANCIAL NETWORK,**  
15 **INC.**, a California corporation;
- 16 **SBM MANAGEMENT, INC.**; a  
17 California corporation;
- 18 **MEDIA URGE, INC.**, a California  
19 corporation;
- 20 **ADAGEO, LLC**, a California limited  
liability corporation;
- CALENERGY, INC.**, a California  
corporation;
- KAI MEDIA, INC.**, a California  
corporation;
- INSIGHT MEDIA, INC.**, a California  
corporation;
- ALON NOTTEA** , individually and as  
an officer or manager of BunZai Media  
Group, Inc. and Pinnacle Logistics, Inc.;

1 **MOTTI NOTTEA**, individually and as  
2 an officer or manager of BunZai Media  
Group, Inc.;

3 **DORON NOTTEA**, individually and as  
4 an officer or manager of BunZai Media  
Group, Inc. and Pinnacle Logistics, Inc.;

5 **IGOR LATSANOVSKI**, individually  
6 and as an officer or manager of BunZai  
Media Group, Inc, Pinnacle Logistics,  
Inc., and Zen Mobile Media, Inc.;

7 **OZ MIZRAHI**, individually and as an  
8 officer or manager of BunZai Media  
Group, Inc. and Pinnacle Logistics, Inc.;

9 **ROI REUVENI**, individually and as an  
10 officer or manager of BunZai Media  
Group, Inc. and Pinnacle Logistics, Inc.;

11 and

12 **KHRISTOPHER BOND**, also known  
13 as Ray Ibbot, individually and as an  
officer or manager of BunZai Media  
Group, Inc.

14 **Defendants.**

15 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

16 1. The FTC brings this action under Sections 13(b) and 19 of the  
17 Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, Section  
18 5 of the Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8404,  
19 and Section 917(c) of the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C.  
20 § 1693o(c), to obtain temporary, preliminary, and permanent injunctive relief,  
rescission or reformation of contracts, restitution, the refund of monies paid,

1 disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts  
2 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), Section  
3 4 of ROSCA, 15 U.S.C. § 8403, and Section 907(a) of EFTA, 15 U.S.C.  
4 § 1693e(a), in connection with the sale of skincare products through a negative  
5 option continuity plan.

#### 6 SUMMARY OF THE CASE

7 2. Defendants collectively market skincare products over the Internet  
8 using deceptive offers with hidden costs, negative option features, and return  
9 policies. Specifically, Defendants offer "risk-free" trials of skincare products to  
10 consumers nationwide through online banners, pop-up advertisements, and  
11 websites. Defendants require consumers who accept the "risk-free" trials to  
12 provide their credit or debit card billing information, purportedly to pay nominal  
13 shipping and handling fees to receive the advertised products. However, 10 days  
14 after receiving consumers' billing information, Defendants charge consumers the  
15 full costs of the products included in the "risk-free" trials, imposing charges of up  
16 to \$97.88 onto consumers' credit or debit cards. Defendants refuse to provide  
17 refunds for product returns unless consumers meet onerous conditions that are not  
18 adequately disclosed. Additionally, after charging consumers, Defendants enroll  
19 consumers in a negative option continuity plan, in which Defendants ship  
20 additional products each month and charge consumers' credit or debit cards the

1 full costs of the products, usually \$97.88 per month. Defendants' scheme has  
2 deceived consumers nationwide out of millions of dollars.

3       3. As explained more fully below, Defendants operate a common  
4 enterprise through which they: (a) fail to disclose adequately material terms of  
5 their sales offer, including the offer's costs and negative option features; (b)  
6 falsely represent that consumers can obtain their products on a "trial" or "risk-  
7 free" trial basis for only a nominal shipping and handling fee; (c) fail to obtain a  
8 consumer's informed consent to the material terms, including the negative option  
9 feature, of the transaction before charging the consumer; (d) falsely represent their  
10 business is accredited by the Better Business Bureau with an "A-" rating; (e) fail  
11 to provide consumers a simple method of cancelling their negative option  
12 continuity plan, and (f) debit consumers' bank accounts on a recurring basis  
13 without obtaining written authorization from the consumer or providing a written  
14 copy of the authorization to the consumer.

15                                   **JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT**

16       4. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
17 §§ 1331, 1337(a), and 1345 and 15 U.S.C. §§ 45(a), 53(b), and 57b.

18       5. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(1) and  
19 (b)(2), and 15 U.S.C. § 53(b).

20       6. Assignment to the Western Division is proper because Defendants'

1 primary place of business is in Los Angeles County.

2 **PLAINTIFF**

3 7. The FTC is an independent agency of the United States Government  
4 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC  
5 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
6 affecting commerce. Additionally, the FTC enforces ROSCA, 15 U.S.C. §§ 8401-  
7 05, which prohibits certain methods of negative option marketing on the Internet,  
8 as well as EFTA, 15 U.S.C. § 1693 *et seq.*, which regulates the rights, liabilities,  
9 and responsibilities of participants in electronic fund transfer systems.

10 8. The FTC is authorized to initiate federal district court proceedings,  
11 by its own attorneys, to enjoin violations of the FTC Act, ROSCA, and EFTA,  
12 and to secure such equitable relief as may be appropriate in each case, including  
13 rescission or reformation of contracts, restitution, the refund of monies paid, and  
14 the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A),  
15 56(a)(2)(B), 57b, 8404, and 1693o(c).

16 **DEFENDANTS**

17 9. Defendant **BunZai Media Group, Inc.**, also doing business as  
18 AuraVie, Miracle Face Kit, and Attitude Cosmetics, is or was a California  
19 corporation with its principal place of business at 7900 Gloria Avenue, Van Nuys,  
20 California 91406 (“the Van Nuys Office”). BunZai Media Group, Inc. also uses a

1 mailbox with the address of 16161 Ventura Boulevard, #378, Encino, California  
2 91436 (“Encino Mailbox A”). At times material to this Complaint, BunZai Media  
3 Group, Inc. has advertised, marketed, distributed, or sold skincare products, or  
4 provided customer service for such products, to consumers throughout the United  
5 States. BunZai Media Group, Inc. transacts or has transacted business in this  
6 district and throughout the United States.

7       10. Defendant **Pinnacle Logistics, Inc.** is or was a California corporation  
8 with its principal place of business at the same location as BunZai Media Group,  
9 Inc. at the Van Nuys Office. Pinnacle Logistics, Inc. has a secondary address of  
10 6914 Canby Avenue, Suite 107, Reseda, California 91335 (“the Reseda Office”).  
11 At times material to this Complaint, Pinnacle Logistics, Inc., has advertised,  
12 marketed, distributed, or sold the skincare products at issue in this case, or  
13 provided customer service for such products, to consumers throughout the United  
14 States. Pinnacle Logistics, Inc. transacts or has transacted business in this district  
15 and throughout the United States.

16       11. Defendant **DSA Holdings, Inc.** is or was a California corporation  
17 with its principal place of business at the same location as BunZai Media Group,  
18 Inc., at the Van Nuys Office, and a secondary address of 8335 Winnetka Avenue,  
19 #118, Winnetka, California 91306. At times material to this Complaint, DSA  
20 Holdings, Inc., has advertised, marketed, distributed, or sold the skincare products

1 at issue in this case to consumers throughout the United States. DSA Holdings,  
2 Inc., transacts or has transacted business in this district and throughout the United  
3 States.

4 12. Defendant **Lifestyle Media Brands, Inc.** is or was a California  
5 corporation with its principal place of business at the Van Nuys Office and a  
6 secondary address of 8335 Winnetka Avenue, #112, Winnetka, California 91306.  
7 At times material to this Complaint, Lifestyle Media Brands, Inc. has advertised,  
8 marketed, distributed, or sold the skincare products at issue in this case to  
9 consumers throughout the United States. Lifestyle Media Brands, Inc. transacts or  
10 has transacted business in this district and throughout the United States.

11 13. Defendant **Agoa Holdings, Inc.** is or was a California corporation  
12 with its principal place of business at the Van Nuys Office. At times material to  
13 this Complaint, Agoa Holdings, Inc. has advertised, marketed, distributed, or sold  
14 the skincare products at issue in this case to consumers throughout the United  
15 States. Agoa Holdings, Inc. transacts or has transacted business in this district and  
16 throughout the United States.

17 14. Defendant **Zen Mobile Media, Inc.** is or was a California  
18 corporation with its principal place of business at the Van Nuys Office and a  
19 secondary address of 4335 Van Nuys Boulevard #167, Sherman Oaks, California  
20 91403. Zen Mobile Media, Inc. also uses a commercial mail receiving agent

1 mailbox, 16830 Ventura Boulevard, #360, Encino, California 91436 (“Encino  
2 Mailbox B”). At times material to this Complaint, Zen Mobile Media, Inc. has  
3 advertised, marketed, distributed, or sold the skincare products at issue in this case  
4 to consumers throughout the United States. Zen Mobile Media, Inc. transacts or  
5 has transacted business in this district and throughout the United States.

6       15. Defendant **Safehaven Ventures, Inc.** is or was a California  
7 corporation with its principal place of business at the Van Nuys Office and a  
8 secondary address of 548 South Spring Street, #406, Los Angeles, California  
9 90013. Safehaven Ventures, Inc. also uses Encino Mailbox B. At times material to  
10 this Complaint, Safehaven Ventures, Inc. has advertised, marketed, distributed, or  
11 sold the skincare products at issue in this case to consumers throughout the United  
12 States. Safehaven Ventures, Inc. transacts or has transacted business in this  
13 district and throughout the United States.

14       16. Defendant **Heritage Alliance Group, Inc.** also doing business as  
15 AuraVie Distribution, is or was a California corporation with its principal place of  
16 business at the Van Nuys Office and a secondary address of 21113 Osborne  
17 Street, Canoga Park, California 91304. At times material to this Complaint,  
18 Heritage Alliance Group, Inc. has advertised, marketed, distributed, or sold the  
19 skincare products at issue in this case to consumers throughout the United States.

20

1 Heritage Alliance Group, Inc. transacts or has transacted business in this district  
2 and throughout the United States.

3 17. Defendant **AMD Financial Network, Inc.** is or was a California  
4 corporation with its principal place of business at the Van Nuys Office and a  
5 secondary address of 9820 Owensmouth Avenue, #15, Chatsworth, California  
6 91311. At times material to this Complaint, AMD Financial Network, Inc. has  
7 advertised, marketed, distributed, or sold the skincare products at issue in this case  
8 to consumers throughout the United States. AMD Financial Network, Inc.  
9 transacts or has transacted business in this district and throughout the United  
10 States.

11 18. Defendant **SBM Management, Inc.** is or was a California  
12 corporation with its principal place of business at 655 North Central Avenue,  
13 Suite 1700, Glendale, California 91203. SBM Management, Inc. also uses Encino  
14 Mailbox B. At times material to this Complaint, SBM Management, Inc. has  
15 advertised, marketed, distributed, or sold the skincare products at issue in this case  
16 to consumers throughout the United States. SBM Management, Inc. transacts or  
17 has transacted business in this district and throughout the United States.

18 19. Defendant **Media Urge, Inc.** is or was a California corporation with  
19 its principal place of business at 18757 Burbank Boulevard, Suite 205, Tarzana,  
20 California 91436. At times material to this Complaint, Media Urge, Inc. has

1 advertised, marketed, distributed, or sold the skincare products at issue in this case  
2 to consumers throughout the United States. Media Urge, Inc. transacts or has  
3 transacted business in this district and throughout the United States.

4       20. Defendant **Adageo, LLC** is or was a California limited liability  
5 corporation with Encino Mailbox A listed as its registered place of business.  
6 Adageo, LLC also uses Encino Mailbox B. At times material to this Complaint,  
7 Adageo, LLC has advertised, marketed, distributed, or sold the skincare products  
8 at issue in this case to consumers throughout the United States. Adageo, LLC  
9 transacts or has transacted business in this district and throughout the United  
10 States.

11       21. Defendant **CalEnergy, Inc.** is or was a California corporation with  
12 its principal place of business at 6925 Canby Avenue, #105, Reseda, California  
13 91335, which is in the same complex as the Reseda Office. At times material to  
14 this Complaint, CalEnergy, Inc. has advertised, marketed, distributed, or sold the  
15 skincare products at issue in this case to consumers throughout the United States.  
16 CalEnergy, Inc. transacts or has transacted business in this district and throughout  
17 the United States.

18       22. Defendant **Kai Media, Inc.** is or was a California corporation with  
19 its principal place of business at the same location as BunZai Media Group, Inc. at  
20 the Van Nuys Office. Kai Media, Inc. also uses Encino Mailbox B. At times

1 material to this Complaint, Kai Media, Inc. has advertised, marketed, distributed,  
2 or sold the skincare products at issue in this case to consumers throughout the  
3 United States. Kai Media, Inc. transacts or has transacted business in this district  
4 and throughout the United States.

5 23. Defendant **Insight Media, Inc.** is or was a California corporation  
6 with its principal place of business at the same location as BunZai Media Group,  
7 Inc. at the Van Nuys Office. Insight Media, Inc. also uses Encino Mailbox B. At  
8 times material to this Complaint, Insight Media, Inc. has advertised, marketed,  
9 distributed, or sold the skincare products at issue in this case to consumers  
10 throughout the United States. Insight Media, Inc. transacts or has transacted  
11 business in this district and throughout the United States.

12 24. Defendant **Alon Nottea** is or was a Chief Executive Officer (“CEO”)  
13 of BunZai Media Group, Inc., a manager of Pinnacle Logistics, Inc., a consultant  
14 for Media Urge, Inc., and an owner of Adageo, LLC. At times material to this  
15 Complaint, acting alone or in concert with others, he has formulated, directed,  
16 controlled, had the authority to control, or participated in the acts or practices set  
17 forth in this Complaint. By and through the corporate defendants, he has harmed  
18 consumers nationwide with his unfair and deceptive business practices. Defendant  
19 Alon Nottea resides in this district and, in connection with the matters alleged

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1 herein, transacts or has transacted business in this district and throughout the  
2 United States.

3 25. Defendant **Motti Nottea** was also a CEO of BunZai Media Group,  
4 Inc. and he held a merchant account in his name for BunZai Media Group, Inc.'s  
5 use. At times material to this Complaint, acting alone or in concert with others, he  
6 has formulated, directed, controlled, had the authority to control, or participated in  
7 the acts or practices set forth in this Complaint. Defendant Motti Nottea resides in  
8 this district and, in connection with the matters alleged herein, transacts or has  
9 transacted business in this district and throughout the United States.

10 26. Defendant **Doron Nottea** is or has been a manager at BunZai Media  
11 Group, Inc. and Pinnacle Logistics, Inc. At times material to this Complaint, he  
12 has formulated, directed, controlled, had the authority to control, or participated in  
13 the acts or practices set forth in this Complaint. Defendant Doron Nottea resides in  
14 this district and, in connection with the matters alleged herein, transacts or has  
15 transacted business in this district and throughout the United States.

16 27. Defendant **Oz Mizrahi** is or has been a CEO of Defendant Pinnacle  
17 Logistics, Inc. and a CEO of Media Urge, Inc. At times material to this  
18 Complaint, he has formulated, directed, controlled, had the authority to control, or  
19 participated in the acts or practices set forth in this Complaint. Defendant Mizrahi  
20 was integrally involved in establishing Pinnacle Logistics, Inc., its business

1 practices and operations, and in transitioning Defendant BunZai Media Group,  
2 Inc.'s business to Defendant Pinnacle Logistics, Inc. Defendant Oz Mizrahi  
3 resides in this district and, in connection with the matters alleged herein, transacts  
4 or has transacted business in this district and throughout the United States.

5 28. Defendant **Igor Latsanovski** is or was an owner of BunZai Media  
6 Group, Inc. and CEO of Zen Mobile Media Group, Inc. At times material to this  
7 Complaint, he has formulated, directed, controlled, had the authority to control, or  
8 participated in the acts or practices set forth in this Complaint. Defendant Igor  
9 Latsanovski resides in this district and, in connection with the matters alleged  
10 herein, transacts or has transacted business in this district and throughout the  
11 United States.

12 29. Defendant **Roi Reuveni** is or has been a manager at BunZai Media  
13 Group, Inc. and Pinnacle Logistics, Inc. He was a manager of the customer service  
14 and chargebacks departments at Defendant Pinnacle Logistics, Inc. Further, he is  
15 owner or CEO of Agoa Holdings, Inc. At times material to this Complaint, he has  
16 formulated, directed, controlled, had the authority to control, or participated in the  
17 acts or practices set forth in this Complaint. Defendant Roi Reuveni resides in this  
18 district and, in connection with the matters alleged herein, transacts or has  
19 transacted business in this district and throughout the United States.

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1 funds, use the same sales techniques, and have a centralized recordkeeping  
2 system. Because these Corporate Defendants have operated as a common  
3 enterprise, each of them is jointly and severally liable for the acts and practices  
4 alleged below.

5 32. Defendants Alon Nottea, Motti Nottea, Doron Nottea, Oz Mizrahi,  
6 Igor Latsanovski, Roi Reuveni, Khristopher Bond, also known as Ray Ibbot,  
7 (collectively, “Individual Defendants”) have formulated, directed, controlled, had  
8 the authority to control, or participated in the acts and practices of the Corporate  
9 Defendants that constitute the common enterprise.

10 **COMMERCE**

11 33. At all times material to this Complaint, Defendants have maintained  
12 a substantial course of trade in or affecting commerce, as “commerce” is defined  
13 in Section 4 of the FTC Act, 15 U.S.C. § 44.

14 **DEFENDANTS’ BUSINESS PRACTICES**

15 34. Defendants have advertised, marketed, distributed, and sold skincare  
16 products online from multiple Internet websites, including auraviefreetrial.com,  
17 auravietrialkit.com, and mymiraclekit.com, since at least 2010. Defendants  
18 deceptively offer free trials of their products under a variety of brand names  
19 including “AuraVie,” “Dellure,” “LéOR Skincare,” and “Miracle Face Kit”  
20 (collectively, “AuraVie”).



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**AuraVie**  
Aura of Youth

83% Increase of skin Moisture  
92% Increase of skin Elasticity  
65% Decrease of Wrinkles & Fine Lines

**BEFORE** **AFTER**

**TELL US WHERE TO SEND YOUR TRIAL ORDER**

First Name:  Last Name:   
 Address:  City:   
 Zip Code:  State:   
 Phone:    Email:   
(For shipping) (We respect your privacy)

**SEND ME MY TRIAL ORDER** **HURRY LIMITED SUPPLY**

**ACT NOW TO CLAIM YOUR TRIAL PACKAGE!**

**Epic OFFER**

(screen capture from <http://auraviefreetrial.com>, last visited August 28, 2014)

1 Defendants promote their offer as a “risk-free” trial and, on most sites, claim that  
2 customer satisfaction is “100% guaranteed”:



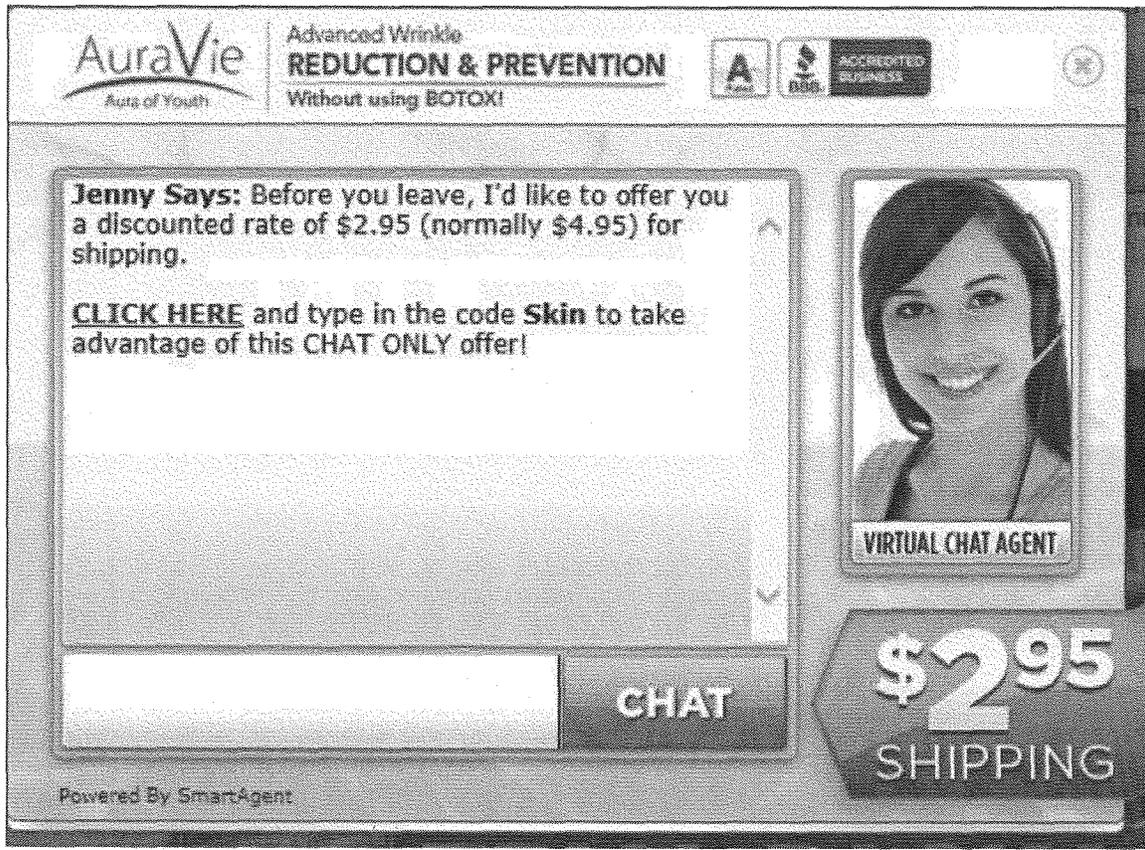
7 (screen capture from <http://mymiraclekit.com>, last visited April 13, 2015)

8 39. Defendants also use deceptive pop-up advertisements that discourage  
9 consumers from leaving Defendants’ websites without accepting a trial offer.

10 When consumers attempt to leave the websites, a text box appears that offers to  
11 ship the trial offer at an even lower shipping price. These pop-up advertisements  
12 contain false representations that AuraVie is accredited by the Better Business  
13 Bureau (“BBB”) with an “A-” rating:

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(screen capture from <http://auravietrialkit.com>, last visited April 13, 2015)

In fact, AuraVie is not accredited by the BBB and has an F rating.

***Defendants' Hidden Costs, Continuity Plan Features, and Return Policy***

40. Defendants' marketing practices are materially deceptive and employ tactics including hidden costs, signing up consumers for negative option continuity plans without their consent, and undisclosed and onerous return policies. In their advertisements and sales offers, Defendants fail to disclose adequately that they will charge consumers' credit or debit accounts for the trial product, typically as much as \$97.88, after a 10-day period.

1           41. Defendants also fail to disclose adequately that consumers who  
2 accept the trial offer will be enrolled into a continuity program. Under the  
3 continuity program, Defendants send consumers additional shipments of  
4 Defendants' skincare product each month and charge consumers' credit or debit  
5 cards the full cost of each product shipped until consumers affirmatively cancel  
6 their membership in the continuity program.

7           42. Consumers are typically unaware that they have been enrolled in this  
8 continuity program until they discover the charges—usually \$97.88 a month—on  
9 their credit or debit card statements. And often, by that time, it is too late for  
10 consumers to return the product for a refund.

11           43. Further, although they promote their offer as “risk-free” with “100%  
12 satisfaction guaranteed,” Defendants fail to disclose, or disclose adequately,  
13 material terms of their return policy. Defendants fail to disclose adequately that, if  
14 the consumer opens the product, the product must be returned and received by  
15 Defendants within 10 days of placing the order to avoid a \$97.88 fee. Defendants  
16 also fail to disclose adequately that after 10 days, only unopened products may be  
17 returned for a refund and that no refunds will be provided for any product returned  
18 after 30 days.

19           44. In fact, because consumers often do not receive their “risk-free” trial  
20 until after 10 days have elapsed (or nearly elapsed), many consumers cannot

1 return the product in time to avoid the \$97.88 fee. Moreover, Defendants fail to  
2 disclose adequately to consumers that they often assess a “restocking” fee of up to  
3 \$15 for returning the products. Accordingly, consumers who accept Defendants’  
4 trial offer are likely to incur unexpected charges.

5 45. Defendants’ websites do not contain a disclosure concerning the  
6 initial charges for the product, continuity program, or return policies until the  
7 “final step” of the Defendants’ ordering page. Many consumers report never  
8 seeing such a disclosure, even when they specifically looked for such a disclosure.  
9 As the screen capture below illustrates, the disclosure is in significantly smaller  
10 print and is obscured by a variety of graphics and text:

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**AuraVie** Advanced Wrinkle **REDUCTION & PREVENTION** Without using BOTOX! **USA** **Final Step**

**AuraVie 3-in-1 SkinCare Trial \$0.00**  
+BONUS GIFT! 11 LifeStyle eBooks

Enter promo "AURA":  **APPLY PROMO**

**Priority Shipping and Handling: \$4.95**

**SHIPPING & PAYMENT**

We Accept: **VISA** **MasterCard** **DISCOVER**

Card Type:  Visa

Card:

Exp Date:  Month  Year

CVV:  What's This?

By clicking "Get my order" I agree that I am over 18 years of age and to the terms and conditions.

**GET MY ORDER**

**UNITED STATES POSTAL SERVICE** Please allow 3-4 days for delivery

**100% MONEY BACK GUARANTEE** **CERTIFIED BY TRUST GUARD** **SECURITY VERIFIED TRUST GUARD** **PRIVACY VERIFIED TRUST GUARD**

We take great pride in the quality of our products & are confident that you will achieve phenomenal results. By submitting your order, you agree to both the terms of this offer (click link below) & to pay \$4.95 S&H for your 10 day trial. If you find the product is not for you, cancel within the 10 day trial period to avoid being billed. After your 10 day trial expires, you will be billed \$97.88 for your trial product & enrolled in our monthly auto-ship program for the same discounted price. Cancel anytime by calling 866.216.9336. Returned shipments are at customer's expense. This trial is limited to 1 offer per household.

[Terms & Conditions](#) | [Privacy Policy](#) | [Contact Us](#)

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Information on this site is provided for informational purposes only. It is not meant to substitute for medical advice provided by your physician or other medical professional. You should not use the information contained herein for diagnosing or treating a health problem or disease, or prescribing any medication.

(screen capture from <http://auraviefreetrial.com>, last visited April 13, 2015; not to scale)

In contrast, Defendants represent—in bold, red font at the top-center of the page—that their trial shipment costs “\$0.00.”

1           46. Even if the disclosure were prominently displayed, it fails to mention  
2 many material terms and conditions of Defendants' offer. Defendants' disclosure  
3 states:

4                   We take great pride in the quality of our products & are  
5 confident that you will achieve phenomenal results. By  
6 submitting your order, you agree to both the terms of  
7 this offer (click link below) & to pay \$4.95 S&H for  
8 your 10 day trial. If you find this product is not for you,  
9 cancel within the 10 day trial period to avoid being  
10 billed. After your 10 day trial expires, you will be billed  
11 \$97.88 for your trial product & enrolled in our monthly  
12 autoship program for the same discounted price. Cancel  
13 anytime by calling 866.216.9336. Returned shipments  
14 are at customer's expense. This trial is limited to 1 offer  
15 per household.

16           47. Defendants' disclosure paragraph fails to disclose: (a) that the 10-day  
17 trial period begins on the day that the product is ordered; (b) that, to avoid  
18 charges, the consumer must also return the product to Defendants before the end  
19 of the trial period; (c) that consumers may not return the product for a refund after  
20 10 days if it has been opened; (d) that consumers may not return the product for a  
refund after 30 days, even if it has not been opened; and (e) that a restocking fee,  
usually \$15, may be charged when a product is returned.

1           48. Most of the material terms and conditions of Defendants’ offer can  
2 only be found in a separate, multi-page terms and conditions webpage that is  
3 accessible by hyperlink. On many of Defendants’ affiliate sites, this hyperlink can  
4 only be found by scrolling to the bottom of the website and clicking on a  
5 hyperlink labeled “T&C”:



12           \*\*The testimonials herein were provided by real people who were not paid by the advertiser and the images are of the actual people.

13           \*\*\* The Free bonus gift valued at \$200.00 is free with this exclusive offer and the Processing fee of \$1.93 is included in the Shipping and Handling charge for your trial order.

14 (screen capture from auravietrialkit.com, last visited April 13, 2015 )

15           49. Defendants also send consumers who sign up for a trial offer a  
16 confirmation email that reinforces the false impression that they will receive a free  
17 shipment of Defendants’ skincare product. These emails show no charges for the  
18 “risk-free” trial other than the nominal shipping and handling fees.

19

20

1           50. Further, Defendants' confirmation emails do not disclose that  
2 consumers will be charged the full cost of the product, usually \$97.88, after 10  
3 days unless the consumer cancels the order and returns the product during that  
4 time. Defendants' confirmation emails do not disclose that the consumer has been  
5 enrolled into a continuity program that will result in future shipments of product  
6 and a monthly charge of \$97.88 on their credit or debit cards. These emails also  
7 fail to state when the charge will be imposed or how consumers can avoid the  
8 charge. Nor do the emails disclose that unopened products may be returned for a  
9 refund only within 30 days of ordering.

10                           *Defendants' Cancellation and Refund Practices*

11           51. After consumers learn that Defendants have charged their accounts  
12 and signed them up for a continuity plan, they often have significant difficulty  
13 receiving a refund and cancelling the continuity plan.

14           52. Many consumers have difficulty contacting Defendants' customer  
15 service representatives, despite calling Defendants' toll-free number numerous  
16 times. Even when consumers speak with a representative, consumers often  
17 continue to receive shipments and unauthorized charges after cancelling the  
18 continuity plan. Still others report receiving multiple charges from Defendants  
19 without receiving products. As a result, consumers continue to incur unwanted  
20 and unauthorized charges.

1           53. When consumers call Defendants to complain about the unauthorized  
2 charges, Defendants often tell consumers that, while the continuity plan will be  
3 cancelled, their money will not be refunded. In some instances, Defendants inform  
4 consumers they will offer only a partial refund. Other times, Defendants condition  
5 a partial refund upon the consumer's promise or signed statement that they will  
6 not complain to any government authority or to the Better Business Bureau.

7           54. Many of Defendants' charges for their continuity program result in  
8 chargeback requests by consumers. In response, Defendants provide false  
9 documents to payment processing companies and exaggerate the measures they  
10 take to communicate the terms of their offer to consumers.

11           55. Further, Defendants often do not honor return policies, even when  
12 consumers satisfy them. For example, Defendants often tell consumers that they  
13 cannot obtain a refund on any product returned even when the product remains  
14 unopened and the 30-day period has not yet elapsed, contrary to Defendants'  
15 terms and conditions. Some consumers report being refused a refund by  
16 Defendants despite sending the product back within the permissible time period,  
17 with Defendants' customer service representative stating that Defendants never  
18 received the return shipment.

19           56. In other instances, consumers receive refunds from Defendants only  
20 after they have complained to their credit card companies, state regulatory

1 authorities, or the Better Business Bureau. Even in those instances, however,  
2 Defendants have not always issued full refunds.

3 **VIOLATIONS OF THE FTC ACT**

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

6 58. Misrepresentations or deceptive omissions of material fact constitute  
7 deceptive acts or practices prohibited by Section 5(a) of the FTC Act. Acts or  
8 practices are unfair under Section 5 of the FTC Act if they cause substantial injury  
9 to consumers that consumers cannot reasonably avoid themselves and that is not  
10 outweighed by countervailing benefits to consumers or competition. 15 U.S.C. §  
11 45(n).

12 **Count I.**

13 **Failure to Disclose Adequately Material Terms of Offer**

14 59. In numerous instances, in connection with the advertising, marketing,  
15 promotion, offering for sale, or sale of skincare products, including but not limited  
16 to AuraVie products, Defendants have represented, directly or indirectly,  
17 expressly or by implication, that consumers who provide their credit or debit card  
18 billing information will be charged only a nominal shipping and handling fee to  
19 receive a trial shipment of Defendants’ skincare products and, that their  
20 satisfaction is guaranteed.

1           60. In numerous instances in which Defendants have made the  
2 representation set forth in Paragraph 59 of this Complaint, Defendants have failed  
3 to disclose, or disclose adequately to consumers, material terms and conditions of  
4 their offer, including:

- 5           (a) That Defendants will use consumers' credit or debit card  
6 information to charge consumers the full costs of the trial  
7 products, usually \$97.88, upon the expiration of a limited trial  
8 period;
- 9           (b) The dates on which the trial period begins and ends;
- 10           (c) That Defendants will automatically enroll consumers in a  
11 negative option continuity plan with additional charges;
- 12           (d) The cost of the continuity plan, and the frequency and duration  
13 of the recurring charges;
- 14           (e) The means consumers must use to cancel the negative option  
15 program to avoid additional charges; and
- 16           (f) Requirements of their refund policies.

17           61. Defendants' failure to disclose, or to disclose adequately, the material  
18 information described in Paragraph 60, in light of the representation described in  
19 Paragraph 59, constitutes a deceptive act or practice in violation of Section 5(a) of  
20 the FTC Act, 15 U.S.C. § 45(a).

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**Count II.**

**False “Risk-Free” Trial Claim**

62. Through the means described in Paragraph 34-56, Defendants have represented, directly or indirectly, that consumers can try AuraVie “risk-free.”

63. The representation set forth in Paragraph 62 is false. Consumers could not try Defendants’ products “risk-free,” because Defendants charged consumers the full cost if the “risk-free” product was opened and not returned within 10 days of placing the order, often assessed a restocking fee of up to \$15, and consumers had to bear the additional expense of returning the product to the Defendants. In addition, Defendants failed, in numerous instances, to refund consumers’ charges assessed for the trial order, despite consumers having returned the product according to the offer’s terms and conditions.

64. Therefore, the making of the representation as set forth in Paragraph 62 of this Complaint constitutes a 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 III.**

**False Better Business Bureau Accreditation and Rating Claims**

65. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of skincare products, Defendants have

1 represented, directly or indirectly, expressly or by implication, that Defendants are  
2 accredited by and have a rating of "A-" with the Better Business Bureau.

3 66. In truth and in fact, Defendants are not accredited by and do not have  
4 a rating of "A-" with the Better Business Bureau. Defendants' rating with the  
5 Better Business Bureau is an "F."

6 67. Therefore, Defendants' representation as set forth in Paragraph 65 of  
7 this Complaint is false or misleading and constitutes a deceptive act or practice in  
8 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

9 **Count IV.**

10 **Unfairly Charging Consumers Without Authorization**

11 68. In numerous instances, Defendants have caused charges to be  
12 submitted for payment to the credit and debit cards of consumers without the  
13 express informed consent of consumers.

14 69. Defendants' actions cause or are likely to cause substantial injury to  
15 consumers that consumers cannot reasonably avoid themselves and that is not  
16 outweighed by countervailing benefits to consumers or competition.

17 70. Therefore, Defendants' practices as described in Paragraph 68 above  
18 constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15  
19 U.S.C. §§ 45(a) and 45(n).

20

1                   **VIOLATIONS OF THE RESTORE ONLINE SHOPPERS' CONFIDENCE ACT**

2           71.    In 2010, Congress passed the Restore Online Shoppers' Confidence  
3 Act, 15 U.S.C. §§ 8401-05, which became effective on December 29, 2010.

4 Congress passed ROSCA because “[c]onsumer confidence is essential to the  
5 growth of online commerce. To continue its development as a marketplace, the  
6 Internet must provide consumers with clear, accurate information and give sellers  
7 an opportunity to fairly compete with one another for consumers' business.”

8 Section 2 of ROSCA, 15 U.S.C. § 8401.

9           72.    Section 4 of ROSCA, 15 U.S.C. § 8403, generally prohibits charging  
10 consumers for goods or services sold in transactions effected on the Internet  
11 through a negative option feature, as that term is defined in the Commission's  
12 Telemarketing Sales Rule (“TSR”), 16 C.F.R. § 310.2(u), unless the seller: (a)  
13 clearly and conspicuously discloses all material terms of the transaction before  
14 obtaining the consumer's billing information; (b) obtains the consumer's express  
15 informed consent before making the charge; and (c) provides a simple mechanism  
16 to stop recurring charges. *See* 15 U.S.C. § 8403.

17           73.    The TSR defines a negative option feature as: “in an offer or  
18 agreement to sell or provide any goods or services, a provision under which the  
19 consumer's silence or failure to take an affirmative action to reject goods or  
20

1 services or to cancel the agreement is interpreted by the seller as acceptance of the  
2 offer.” 16 C.F.R. § 310.2(u).

3 74. As described above, Defendants advertise and sell Defendants’  
4 skincare products to consumers through a negative option feature as defined by  
5 the TSR. *See* 16 C.F.R. § 310.2(u).

6 75. Under Section 5 of ROSCA, 15 U.S.C. § 8404, a violation of  
7 ROSCA is a violation of a rule promulgated under Section 18 of the FTC Act, 15  
8 U.S.C. § 57a.

9 **Count V.**

10 **Violation of ROSCA – Auto-Renewal Continuity Plan**

11 76. In numerous instances, in connection with the selling of skincare  
12 products on the Internet through a negative option feature, Defendants have failed  
13 to:

- 14 (a) clearly and conspicuously disclose all material  
15 terms of the negative option feature of the  
16 skincare products transaction before obtaining the  
17 consumer’s billing information;
- 18 (b) obtain the consumer’s express informed consent  
19 to the negative option feature before charging the  
20 consumer’s credit card, debit card, bank account,

1 or other financial account for the transaction;  
2 and/or  
3 (c) provide simple mechanisms for a consumer to  
4 stop recurring charges for skincare products to the  
5 consumer's credit card, debit card, bank account,  
6 or other financial account.

7 77. Defendants' practices as set forth in Paragraph 76 are a violation of  
8 Section 4 of ROSCA, 15 U.S.C. § 8403, and are treated as if they are a violation  
9 of a rule promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a, 15  
10 U.S.C. § 8404(a).

11 **Violations of the Electronic Fund Transfer Act and Regulation E**

12 78. Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), provides that a  
13 "preauthorized" electronic fund transfer from a consumer's account may be  
14 "authorized by the consumer only in writing, and a copy of such authorization  
15 shall be provided to the consumer when made."

16 79. Section 903(10) of EFTA, 15 U.S.C. § 1693a(10), provides that  
17 the term "preauthorized electronic fund transfer" means "an electronic fund  
18 transfer authorized in advance to recur at substantially regular intervals."

19 80. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides  
20

1 that “[p]reauthorized electronic fund transfers from a consumer’s account may be  
2 authorized only by a writing signed or similarly authenticated by the consumer.  
3 The person that obtains the authorization shall provide a copy to the consumer.”

4 81. Section 205.10 of the Federal Reserve Board’s Official Staff  
5 Commentary to Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that “[t]he  
6 authorization process should evidence the consumer’s identity and assent to the  
7 authorization.” ¶ 10(b), cmt 5. The Official Staff Commentary further provides  
8 that “[a]n authorization is valid if it is readily identifiable as such and the terms of  
9 the preauthorized transfer are clear and readily understandable.” ¶ 10(b), cmt 6.

10 **Count VI.**

11 **Unauthorized Debiting from Consumers’ Accounts**

12 82. In numerous instances, Defendants debit consumers’ bank accounts  
13 on a recurring basis without obtaining a written authorization signed or similarly  
14 authenticated from consumers for preauthorized electronic fund transfers from  
15 their accounts, thereby violating Section 907(a) of EFTA, 15 U.S.C.  
16 § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

17 83. Further, in numerous instances, Defendants debit consumers’ bank  
18 accounts on a recurring basis without providing a copy of a written authorization  
19 signed or similarly authenticated by the consumer for preauthorized electronic  
20 fund transfers from the consumer’s account, thereby violating Section 907(a) of

1 EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. §  
2 205.10(b).

3 84. Under Section 917 of EFTA, 15 U.S.C. § 1693o(c), a violation of  
4 EFTA and Regulation E constitutes a violation of the FTC Act.

5 85. Accordingly, by engaging in violations of EFTA and Regulation E as  
6 alleged in Paragraphs 82 and 83 of this Complaint, Defendants have engaged in  
7 violations of the FTC Act. 15 U.S.C. § 1693o(c).

#### 8 CONSUMER INJURY

9 86. Consumers have suffered and will continue to suffer substantial  
10 injury as a result of Defendants' violations of the FTC Act, ROSCA, and EFTA.  
11 In addition, Defendants have been unjustly enriched as a result of their unlawful  
12 acts or practices. Absent injunctive relief by this Court, Defendants are likely to  
13 continue to injure consumers, reap unjust enrichment, and harm the public  
14 interest.

#### 15 THIS COURT'S AUTHORITY TO GRANT RELIEF

16 87. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this  
17 Court to grant injunctive and such other relief as the Court may deem appropriate  
18 to halt and redress violations of any provision of law enforced by the FTC. The  
19 Court, in the exercise of its equitable jurisdiction, may award ancillary relief,  
20 including rescission or reformation of contracts, restitution, the refund of monies

1 paid, and the disgorgement of ill-gotten monies, to prevent and remedy any  
2 violation of any provision of law enforced by the FTC.

3 88. Section 19 of the FTC Act, 15 U.S.C. § 57b, Section 5 of ROSCA, 15  
4 U.S.C. § 8404, and Section 917(c) of EFTA, 15 U.S.C. § 16930(c), authorize this  
5 Court to grant such relief as the Court finds necessary to redress injury to  
6 consumers resulting from Defendants' violations of the FTC Act, ROSCA, and  
7 EFTA, including the rescission or reformation of contracts and the refund of  
8 money.

9 **PRAYER FOR RELIEF**

10 Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act,  
11 15 U.S.C. §§ 53(b), 57b, Section 5 of ROSCA, 15 U.S.C. § 8404, Section 917(c)  
12 of EFTA, 15 U.S.C. § 16930(c), and the Court's own equitable powers, requests  
13 that the Court:

14 A. Award Plaintiff such preliminary injunctive and ancillary relief as  
15 may be necessary to avert the likelihood of consumer injury during  
16 the pendency of this action and to preserve the possibility of effective  
17 final relief, including but not limited to temporary and preliminary  
18 injunctions, an order freezing assets, immediate access, and  
19 appointment of a receiver;

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

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

D. Award Plaintiff the cost of bringing this action, as well as such other additional relief the Court determines to be just and proper.

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Respectfully submitted,

JONATHAN E. NUECHTERLEIN  
General Counsel

DAMA J. BROWN  
Regional Director

Dated: 6/15/15

/s/ Reid Tepfer

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**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I. (a) PLAINTIFFS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  Federal Trade Commission	<b>DEFENDANTS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  See Attachment A
<b>(b) County of Residence of First Listed Plaintiff</b> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	<b>County of Residence of First Listed Defendant</b> <u>Los Angeles County</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
<b>(c) Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information.  See Attachment B	<b>Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information.

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input checked="" type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. 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. Multi-District Litigation

**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes  No (Check "Yes" only if demanded in complaint.)

**CLASS ACTION under F.R.Cv.P. 23:**  Yes  No      **MONEY DEMANDED IN COMPLAINT: \$**

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 Section 5(a) of the FTC Act. Section 45(a) of the Restore Online Shoppers' Confidence Act. Section 907(a) of the Electronic Fund Transfer Act. Unfair and deceptive acts and practices in connection with an online skincare product scheme.

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 560 Civil Rights	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<b>TORTS</b>	<b>PERSONAL PROPERTY</b>	<b>Other:</b> <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 565 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	<b>BANKRUPTCY</b>	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<b>FORFEITURE/PENALTY</b>	<b>FEDERAL TAX SUITS</b>
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<b>REAL PROPERTY</b>	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<b>LABOR</b>	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

<b>I. (a) PLAINTIFFS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  Federal Trade Commission	<b>DEFENDANTS</b> ( Check box if you are representing yourself <input type="checkbox"/> )  See Attachment A
<b>(b) County of Residence of First Listed Plaintiff</b> (EXCEPT IN U.S. PLAINTIFF CASES)	<b>County of Residence of First Listed Defendant</b> <u>Los Angeles County</u> (IN U.S. PLAINTIFF CASES ONLY)
<b>(c) Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information.  See Attachment B	<b>Attorneys (Firm Name, Address and Telephone Number)</b> If you are representing yourself, provide the same information.

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input checked="" type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border: none;"> <tr> <td style="border: none;">Citizen of This State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;">1 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;">PTF DEF</td> <td style="border: none;">4 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;">2 2</td> <td style="border: none;">2 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;">5 5</td> <td style="border: none;">5 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;">3 3</td> <td style="border: none;">3 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;">6 6</td> <td style="border: none;">6 6</td> </tr> </table>	Citizen of This State	PTF DEF	1 1	Incorporated or Principal Place of Business in this State	PTF DEF	4 4	Citizen of Another State	2 2	2 2	Incorporated and Principal Place of Business in Another State	5 5	5 5	Citizen or Subject of a Foreign Country	3 3	3 3	Foreign Nation	6 6	6 6
Citizen of This State	PTF DEF	1 1	Incorporated or Principal Place of Business in this State	PTF DEF	4 4														
Citizen of Another State	2 2	2 2	Incorporated and Principal Place of Business in Another State	5 5	5 5														
Citizen or Subject of a Foreign Country	3 3	3 3	Foreign Nation	6 6	6 6														

**IV. ORIGIN** (Place an X in one box only.)

<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multi-District Litigation
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**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes  No (Check "Yes" only if demanded in complaint.)

**CLASS ACTION under F.R.Cv.P. 23:**  Yes  No **MONEY DEMANDED IN COMPLAINT: \$**

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 Section 5(a) of the FTC Act. Section 45(a) of the Restore Online Shoppers' Confidence Act. Section 907(a) of the Electronic Fund Transfer Act. Unfair and deceptive acts and practices in connection with an online skincare product scheme.

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<b>TORTS</b>	<b>PERSONAL PROPERTY</b>	<b>Other:</b>	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	<b>BANKRUPTCY</b>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 690 Other	<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>LABOR</b>	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 199 Contract Product Liability	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 740 Railway Labor Act	
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<b>REAL PROPERTY</b>	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 444 American with Disabilities-Employment	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other		
<input type="checkbox"/> 896 Arbitration			<input type="checkbox"/> 448 Education		
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision					
<input type="checkbox"/> 950 Constitutionality of State Statutes					

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII. VENUE:** Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<b>QUESTION A: Was this case removed from state court?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF	INITIAL DIVISION IN CACD JS
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	Eastern

<b>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If "no," skip to Question C. If "yes," answer Question B.1, at right.	<b>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.?</b>  check one of the boxes to the right →	YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/>
		<input checked="" type="checkbox"/> NO. Continue to Question B.2.
	<b>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)</b>  check one of the boxes to the right →	YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/>
		<input checked="" type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

<b>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "no," skip to Question D. If "yes," answer Question C.1, at right.	<b>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.?</b>  check one of the boxes to the right →	YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.  <input type="checkbox"/>
		<input type="checkbox"/> NO. Continue to Question C.2.
	<b>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)</b>  check one of the boxes to the right →	YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.  <input type="checkbox"/>
		<input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.

<b>QUESTION D: Location of plaintiffs and defendants?</b>	<b>A.</b> Orange County	<b>B.</b> Riverside or San Bernardino County	<b>C.</b> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>D.1. Is there at least one answer in Column A?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "yes," your case will initially be assigned to the <b>SOUTHERN DIVISION.</b> Enter "Southern" in response to Question E, below, and continue from there.  If "no," go to question D2 to the right. →	<b>D.2. Is there at least one answer in Column B?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  If "yes," your case will initially be assigned to the <b>EASTERN DIVISION.</b> Enter "Eastern" in response to Question E, below.  If "no," your case will be assigned to the <b>WESTERN DIVISION.</b> Enter "Western" in response to Question E, below. ↓
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<b>QUESTION E: Initial Division?</b>	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	WESTERN

<b>QUESTION F: Northern Counties?</b>
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**IX(b). RELATED CASES:** Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?  NO  YES

If yes, list case number(s): \_\_\_\_\_

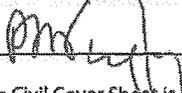
Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

**X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT):**  DATE: 6/11/15

**Notice to Counsel/Parties:** The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

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ATTACHMENT A

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

**FEDERAL TRADE COMMISSION,**

Plaintiff,

v.

**BUNZAI MEDIA GROUP, INC.,** a  
California corporation, also doing  
business as AuraVie and Miracle Face  
Kit;

**PINNACLE LOGISTICS, INC.,** a  
California corporation;

**PINNACLE LOGISTICS, INC.,** a  
California corporation;

**LIFESTYLE MEDIA BRANDS,  
INC.,** a California corporation;

**AGOA HOLDINGS, INC.,** a  
California corporation;

**ZEN MOBILE MEDIA, INC.,** a  
California corporation;

**SAFEHAVEN VENTURES, INC.,** a  
California corporation;

**HERITATGE ALLIANCE GROUP,  
INC.,** a California corporation, also  
doing business as AuraVie Distribution;

**AMD FINANCIAL NETWORK,  
INC.,** a California corporation;

**SBM MANAGEMENT, INC.,** a  
California corporation;

1 **MEDIA URGE, INC.**, a California  
corporation;  
2 **ADAGEO, LLC**, a California  
3 corporation;  
4 **CALENERGY, INC.**, a California  
5 corporation;  
6 **KAI MEDIA, INC.**, a California  
7 corporation;  
8 **INSIGHT MEDIA, INC.**, a California  
9 corporation;  
10 **ALON NOTTEA**, individually and as  
an officer or manager of BunZai Media  
11 Group, Inc. and Pinnacle Logistics, Inc.;  
12 **MOTTI NOTTEA**, individually and as  
an officer or manager of Bunzai Media  
13 Group, Inc.;  
14 **DORON NOTTEA**, individually and as  
an officer or manager of BunZai Media  
15 Group, Inc. and Pinnacle Logistics, Inc.;  
16 **IGOR LATSANOVSKI**, individually  
and as an officer or manager of BunZai  
17 Media Group, Inc. and Pinnacle  
18 Logistics, Inc.;  
19 **ROI REUVENI**, individually and as an  
officer or manager of BunZai Media  
20 Group, Inc. and Pinnacle Logistics, Inc.;  
21  
22 And  
23 **KHRISTOPHER BOND**, also known  
as Ray Ibbot, individually and as an  
24 officer or manager of BunZai Media  
25 Group, Inc.  
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27 Defendants.  
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ATTACHMENT B

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