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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA,

Plaintiff,

v.

CITIZENS DISABILITY, LLC, a limited liability  
company; and

CD MEDIA, LLC, a limited liability company,  
d/b/a NATIONAL DISABILITY;

Case No. 1:25-cv-12826

AMERICAN DISABILITY; AMERICAN DISABILITY HELPLINE; CHRISTIAN DISABILITY; CITIZENS DISABILITY INTEGRATION; DEBT LEGAL GROUP; DISABILITY REFERRAL; DISABILITY REFERRALS; LOCAL DISABILITY; and UNITED STATES DISABILITY,

Defendants.

**COMPLAINT FOR PERMANENT INJUNCTION,  
CIVIL PENALTY JUDGMENT, AND OTHER RELIEF**

Plaintiff, the United States of America, acting upon notification from the Federal Trade Commission (“FTC” or “Commission”), for its Complaint alleges:

1. Plaintiff brings this action for Defendants’ violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Telemarketing Sales Rule, (“TSR”), 16 C.F.R. Part 310. Defendants sell their Social Security Disability advocacy services through unlawful telemarketing campaigns during which Defendants have, among other violations, initiated or caused others to initiate millions of unlawful robocalls and millions of unlawful telephone calls to telephone numbers on the do-not-call registry established by the TSR (the “National Do Not Call Registry” or “Registry”) and misrepresented that they are calling consumers in response to the consumer’s inquiry into his or her eligibility for Social Security Disability benefits. For these violations, Plaintiff seeks relief, including a permanent injunction, civil penalties, and other relief, pursuant to Sections 5(m)(1)(A), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(m)(1)(A), 53(b), 57b, and Section 6 of the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. § 6105.

## **JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), 1345, and 1355.

3. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1), (b)(2), (b)(3), (c)(1), and (c)(2), 1395(a), and 15 U.S.C. § 53(b).

## **PLAINTIFF**

4. Plaintiff brings this action upon notification from the FTC, pursuant to Section 16(a)(1) of the FTC Act, 15 U.S.C. § 56(a)(1). The FTC is an agency of the United States Government created by the FTC Act. 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 Telemarketing Act, 15 U.S.C. § 6102, and the TSR, 16 C.F.R. Part 310, which prohibit deceptive and abusive telemarketing acts or practices.

## **DEFENDANTS**

5. Defendant Citizens Disability, LLC (“Citizens Disability”) is a Massachusetts limited liability corporation with its principal place of business at 890 Winter Street, Suite 230, Waltham, Massachusetts 02451. Citizens Disability transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, Citizens Disability has advertised, marketed, distributed, or sold Social Security Disability advocacy services to consumers throughout the United States.

6. Defendant CD Media, LLC, also doing business as National Disability, American Disability, American Disability Helpline, Christian Disability, Citizens Disability Integration, Debt Legal Group, Disability Referral, Disability Referrals, Local Disability, and United States Disability, (“CD Media”) is a Massachusetts limited liability corporation with its principal place

of business at 890 Winter Street, Suite 230, Waltham, Massachusetts 02451. CD Media is a wholly-owned subsidiary of Citizens Disability. CD Media advertises and markets Citizens Disability's Social Security Disability advocacy services by, for example, contracting with third-party lead generators and call centers to launch and implement telemarketing campaigns. CD Media transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, CD Media has advertised or marketed Social Security Disability advocacy services to consumers throughout the United States.

### **COMMON ENTERPRISE**

7. Defendants Citizens Disability and CD Media (collectively, "Defendants") have operated as a common enterprise while engaging in the unlawful acts and practices alleged below. Defendants have conducted the business practices described below through interrelated companies that have common ownership, officers, managers, business functions, employees, and office locations. Because Defendants have operated as a common enterprise, each of them is liable for the acts and practices alleged below.

### **COMMERCE**

8. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

### **DEFENDANTS' BUSINESS ACTIVITIES**

9. Since at least 2013, Defendants have operated a service which offers to provide representation before the Social Security Administration ("SSA") in claims for Social Security Disability Insurance benefits. Defendants market their services through unlawful telemarketing

campaigns during which Defendants have, among other violations, initiated or caused others to initiate millions of unlawful telephone calls to telephone numbers on the National Do Not Call Registry, initiated or caused others to initiate millions of unlawful robocalls, and misrepresented that they are calling consumers in response to the consumer's inquiry into his or her eligibility for Social Security Disability benefits. Defendants obtain the vast majority of their customers through telemarketing that targets lower-income consumers and consumers with disabilities.

10. Defendants contract with third-party lead generators and call centers to effectuate their telemarketing campaigns. These third-party lead generators and call centers serve as agents of the Defendants ("Defendants' agents").

11. The lead generators obtain leads through "consent farm" websites, which are websites that primarily exist to generate leads for sale. Each lead consists of, at least, a consumer's name, contact information, and, purportedly, the consumer's consent to receive certain telemarketing calls. Defendants require lead generators to obtain leads of certain demographics such as, for example, consumers between the ages of 50 and 64, unemployed consumers, consumers who are not currently receiving Social Security Disability Insurance benefits, and consumers who do not have an attorney.

12. Once leads are obtained through consent farm websites, the lead generators frequently call consumers to screen whether consumers would be likely to qualify for Social Security Disability benefits and/or be interested in Defendants' services. The lead generators deliver leads to Defendants or their contracted call centers in two ways: via live telephone calls transfers or via data transfers.

13. Thereafter, Defendants and their contracted call centers pitch Defendants' services to consumers connected via live transfers. They also initiate telemarketing calls to leads

obtained via data transfers. Approximately 90% of Defendants' leads between January 1, 2019 and May 19, 2023, originated from lead generators. Defendants have contracted with over 50 lead generators since 2019, though Defendants purchased the vast majority of their leads during this time from lead generators Fluent, Inc. and Digital Media Solutions, Inc. ("DMS").

14. Defendants have contracted with over 15 call centers since 2019. From January 2019 to July 2022, Defendants and their call centers initiated over 109 million outbound telephone calls.

15. Defendants' contracts with their lead generators and call centers establish an agency relationship and give these agents actual authority to initiate outbound telephone calls to consumers on Defendants' behalf. Some of Defendants' contracts require Defendants' agents to use scripts provided by Defendants. In other instances, Defendants' agents have sent scripts to Defendants for review prior to launching Defendants' telemarketing campaign.

16. Defendants' agents also act with apparent authority to initiate outbound telephone calls to consumers further establishing an agency relationship. For example, on calls with consumers, Defendants' agents typically identify themselves by using one of Defendants' business names. Consumers cannot distinguish between calls made by Defendants or Defendants' agents. Consumers who have complained about unlawful telemarketing view Defendants and their agents as one and the same.

17. Defendants and their agents make telemarketing calls to consumers who have registered their telephone numbers on the National Do Not Call Registry and make robocalls to consumers. They make these calls despite not having obtained consent from consumers to receive such calls. In many of these calls, Defendants and their agents made misrepresentations,

including implying that they are responding to a consumer's inquiry into his or her eligibility for Social Security Disability benefits.

***Defendants' Unlawful Calls to Telephone Numbers on the National Do Not Call Registry***

18. Defendants and their agents have placed millions of illegal calls to phone numbers listed on the National Do Not Call Registry. Between 2019 and 2022, Defendants and their agents made more than 25.7 million telemarketing calls to telephone numbers that were on the Registry at the time of the call. Defendants and their agents lacked consumers' consent to place calls to numbers on the Registry. Thus, all of these calls were illegal under the TSR.

19. Consumer Sentinel, a repository of consumer complaints compiled by the FTC, has more than 10,000 consumer complaints stating that consumers received telemarketing calls from Defendants despite having registered their telephone numbers on the National Do Not Call Registry. Numerous consumers have also made such complaints directly to Defendants.

***Defendants' Unlawful Robocalls***

20. Defendants and their agents have placed millions of illegal "robocalls"—telemarketing calls that deliver prerecorded messages to consumers. Some of these illegal robocalls have utilized soundboard technology, which uses prerecorded responses to interact with consumers. Defendants and their agents call consumers repeatedly, leaving prerecorded messages in consumers' voicemail following the first, fifth, and tenth dialing attempts to each consumer. Defendants lack consumers' consent to place these robocalls. Thus, all of these calls are illegal under the TSR.

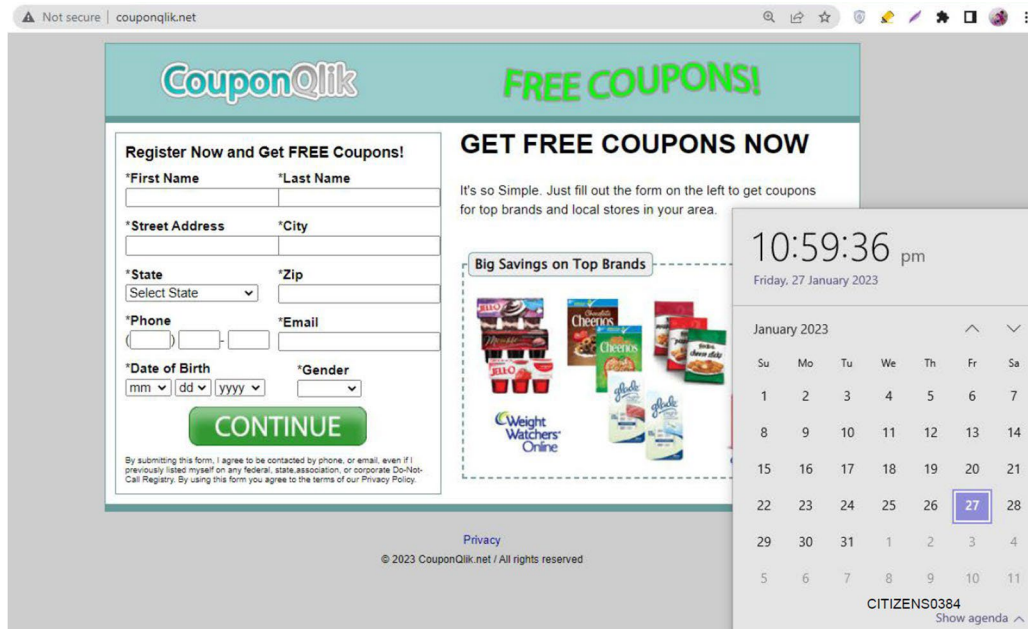
21. Consumer Sentinel has more than 700 consumer complaints stating that consumers received illegal robocalls from Defendants. Numerous consumers have also made such complaints directly to Defendants.

***Defendants Do Not Obtain Consumer Consent For Their Unlawful Telemarketing Calls***

22. Before calling consumers, Defendants must obtain consent from consumers to subject them to certain telemarketing calls. *See* 16 C.F.R. § 310.4(b)(1)(iii)(B) (re: consumer consent to receive calls on telephone numbers on the National Do Not Call Registry) and 16 C.F.R. § 310.4(b)(1)(v)(A)(iii) (re: consumer consent to receive robocalls). Defendants claim that consumers provide their consent to receive certain telemarketing calls through their actions on websites, often referred to as “consent farm websites.” However, Defendants do not obtain the requisite consent from consumers before initiating or causing others to initiate telemarketing calls to consumers via these websites.

23. For example, Defendants have purchased leads from the lead generator DMS that were obtained from the consent farm website CouponQlik.net (“Coupon Qlik Website”). Defendants rely on the consumers’ actions on the Coupon Qlik Website as evidence of the consumers’ consent to receive certain telemarketing calls. Below is a screenshot of the Coupon Qlik Website that Defendants produced to the FTC, labeled as Image 1, representing that the screenshot was taken on or about January 27, 2023.





**IMAGE 1: Coupon Qlik Website**

24. The Coupon Qlik Website represents it will send free coupons to consumers who type their personal information into the website and click a large green button with the word “CONTINUE” on it in large, capitalized font. The website stresses, in various places, including in large, bold capitalized font, that the consumers’ actions on the website will allow them to receive “FREE COUPONS.”

25. Below the large green button with the word “CONTINUE,” in disproportionately small font, is a disclosure that states “By submitting this form, I agree to be contacted by phone, or email, even if I previously listed myself on any federal, state, association, or corporate Do-Not-Call-Registry. By using this form you agree to the terms of our Privacy Policy.” The Coupon Qlik Website makes no mention that Defendants or their agents may be contacting consumers. The disclosure does not include a link to a “Privacy Policy,” and it is not clear that a reference at the very bottom of the page to “Privacy” is part of the disclosure. Accordingly,

clicking the “CONTINUE” button cannot constitute consent by any consumer to receive telemarketing calls from Defendants or their agents.

26. As another example, Defendants purchased leads from the lead generator DMS that were obtained from the consent farm website Super-Sweepstakes.com (“Super Sweepstakes Website”). Defendants rely on the consumers’ actions on the Super Sweepstakes Website as evidence of the consumers’ consent to receive certain telemarketing calls. Below are four screen shots showing the Super Sweepstakes Website, labeled as Image 2.

The image displays four screenshots of the Super Sweepstakes Website. The first screenshot shows the top of the page with a green banner that reads "Where should we send YOUR \$50,000.00 if you win?". Below this is a registration form with fields for First Name, Last Name, Address, and City. The second screenshot shows the continuation of the form with fields for Address, City, State, Zip Code, Phone Number, Gender, and Birth Date. The third screenshot shows a section with checkboxes for "Are you a homeowner?", "See if You Qualify for Grants and Scholarships for School!", and "Keeping track of all of your medications can be difficult. Let us help by sorting your medications into time-of-day packets and delivering them directly to your door with automatic refills!". The fourth screenshot shows a sidebar with a checkbox for "Send Me Reader's Digest's FREE Read Up Newsletter and special offers!" and a large blue button labeled "CONFIRM YOUR ENTRY »". Below the button is a disclaimer: "By clicking confirm your entry I consent to be contacted by telephone by any of our Marketing Partners, which may include artificial or pre-recorded calls and or text messages, delivered via automated technology to the phone number(s) that I have provided above including wireless number(s) even if I am on a federal or state do not call registry, if applicable regarding financial, senior, energy, medicare, home, travel, health, and insurance products and services. Agents are not connected with or endorsed by the U.S. government or the federal Medicare program. Reply 'STOP' to..."


**IMAGE 2: Super Sweepstakes Website**

27. The Super Sweepstakes Website purports to sign consumers up for the chance to win \$50,000, which is made clear through the large green letters that state “Where should we send YOUR \$50,000.00 if you win?” at the top of the website. Near the bottom of the webpage, after the consumer is prompted to provide personal information, is a large blue button with white capitalized letters that states, “CONFIRM YOUR ENTRY.” When consumers click this button to enter the sweepstakes, Defendants contend that the consumers have also consented to receive their telemarketing calls.

28. Below the large blue CONFIRM YOUR ENTRY button, in small print text obscured further with blue font against a blue background, is text which states:

By clicking confirm your entry I consent to be contacted by telephone by any of our Marketing Partners, which may include artificial or pre-recorded calls and or text messages, delivered via automated technology to the phone number(s) that I have provided above including wireless number(s) even if I am on a federal or state do not call registry, if applicable regarding financial, senior, energy, medicine, home, travel, health, and insurance products and services.

29. If consumers click on the “Marketing Partners” link, they are presented with a long list of approximately 290 companies to which they are purportedly giving permission to call them. The long list of entities presented as marketing partners further demonstrates that purported consent obtained from this website does not evidence the willingness of the consumer to receive robocalls by or on behalf of a *specific party* or *seller*, as required by the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B)(1) (requiring, for calls to numbers on the Registry, a consumer’s authorization to receive calls placed “by or on behalf of a specific party”) and 16 C.F.R. § 310.4(b)(1)(v)(A)(iii) (robocalls). The list of marketing partners is also difficult to read and consists of companies from widely disparate industries which have nothing to do with the sweepstakes. Below are seven screen shots which show the lengthy marketing partners list, labeled as Image 3.

<p>10:55</p>  <p><b>MARKETING PARTNERS</b> SUPER-SWEEPSTAKES.COM</p> <p>Last Modified: Mar, 2024</p> <p>Super-Sweepstakes.com (the "Website" or "we") has entered into strategic relationships with certain partner companies ("Marketing Partners") in an effort to help fulfill the requests you have made on our website concerning various deals, offers, or opportunities (the "Offers"). By requesting such information you are providing a digital signature and expressly consenting to receiving a phone call from such Marketing Partners, at the phone number provided on our sign-up page. In an effort to be as transparent as possible, below we have aggregated a list of our current marketing partners who may be in contact with you based on the Offers you have asked to receive more information about.</p> <p>The following is a list of our call center/marketing partners. A select group of these partners may contact you by telephone and/or SMS text messaging.</p> <p># 1-800-LAW-FIRM 365 Marketing Group, LLC</p> <p>AA super-sweepstakes.com</p>	<p><b>A</b> ACA Helpline, ADT, ADT Solar, AMG, AP Gas &amp; Electric., Ad Heavens - ADH, AllMedia B.V., Affordable Health Associates Lic, All Tort Solutions, All Web Leads, Alleviate Financial, Alleviate Tax, Allied, Allied Insurance, American Benefits, American Disability, American Disability Helpline, American Health Marketplace, American Health Reform Solutions, American Police Officers Alliance, AmericanReliefNet, Americo, AmeriLife Group, LLC, Ameriquote, Ameriquote Inc., Aragon Advertising LLC, Autistic Children of America, Auto Accident Team, Auto Travelers</p> <p><b>B</b> BIO-Genetics Laboratory, Banker's Life Insurance, BenefitsTeam, Bennett FMO, Bennett Insurance Agency, Best-Sweeps, Better Medicare Alliance, Big Sky Debt Relief, Big-Sweeps, BlissXO, Borrower Defense Group, Brighter Solar, Buchanan &amp; Associates, Bye To Rent</p> <p><b>C</b> Camp Lejeune Justice, Care One, Century Support, Citizens Disability, Claim Advisory Helpline, Claim Your Benefits, Clean Choice Energy, Cleansky Energy, Clickmatize, LLC dba Ampriy, Client Consent, Comfort Care, Complete Home Services, Consumer Coalition, Consumer Concierge, Consumer Protection Group, Cosmopolitan Consumer Group, Cover Care Insurance Services LLC, CoverMedNow, Credit Card Debt Advisors, Credit Card Help Desk, Credit9</p> <p>super-sweepstakes.com</p>	<p><b>D</b> D-Media Group, DJ Financial Group, DJS Digital, DS Prospecting, DSN Information, DV Injury Law, DV Injury Marketing, DaBella Roofing, DailyMogul, Debt Freedom Group, Debt Genie, Debt Relief Center, Debt.com, DebtQuote, DegreeSource, Disability Benefits Help, Dynamic Insurance Services</p> <p><b>E</b> EarnFrequently, Elite Agency, Elite Financial, Enhance Health LLC, Enhance Operating LLC, Everything Medicare, ExactCare Pharmacy</p> <p><b>F</b> FX Auto Rate, Federal Tax Law Group, Financial Relief Center, Financial Resource Group, Find Me Health Insurance, Freedom Debt Relief, Freese &amp; Goss, Furni LLC</p> <p><b>G</b> GO2Bank, Genco Ventures, Gershfeld Law Group, Get Me Healthcare, GetMeHealthcare.com, Global Telecom Investors LLC, Go-Health, Golden Ridge Insurance, Greenfield Advantage, Grocery Delivery E-Services USA, Inc. d/b/a HelloFresh, GuideTolnsure</p> <p><b>H</b> HAH LLP, Health Coverage Helpers, Healthy-Quotes.com, Heard &amp; Smith, Heilbrun Law, Helid Holdings LLC, HelloFresh, Heritus Marketing Group, HigherEducating, Home Services USA, Horse Race Capital</p> <p><b>I</b> I Moved Up, Iconic Debt Relief, Ideal Tax, Impact Debt Relief, Impact Debt Relief LLC, InboxPower, Indra Energy, Indra Energy Administration, Infinity One, Injury Network, Innovative Teleservices, Insurance Line One, Insurance Supermarket Inc, InsuranceGuide, Insure Choice Group, InsureaLife, Integrant Ventures Insurance Services, Integrity Marketing, Integrity Marketing Group LLC, Integrity Tax Relief Group</p> <p>super-sweepstakes.com</p>	<p><b>J</b> JD Atlantic, JRP Digital</p> <p><b>K</b> Keystone Interactive LLC, Kids Safety Network, Kinetiq, Kiwi Energy</p> <p><b>L</b> LF Media Inc, LIT Enterprise Group LLC, Land Run ads, LeaseDNA, Legacy Health Advisors, Legal Assist, Legal Associates, Legal Growth Marketing, Legal Services Office, LegalClaimAssistant, Lejeune Water Toxic, Lending Cloud Homes, Lending Cloud Loans, Liberty Aid Network, LifeCare, LuminWolt, loandepot LLC</p> <p><b>M</b> MTM Group, MTM Group LLC, Markytek LLC, Massachusetts Gas and Electric, Mayberry Advisors Insurance, Med Advantage Advisors, Media Delivery Solutions LLC, Media Devoted 1 ApS, Mediator Law Group, Medium Nicoleta, Mega-Sweeps, Milberg Law, Milmedia, Mixed Media Holdings Inc., Momentum Solar, Money Solvers, Morena Global (The Debt Aid), Mountaintop</p> <p>super-sweepstakes.com</p>
<p><b>M</b> MTM Group, MTM Group LLC, Markytek LLC, Massachusetts Gas and Electric, Mayberry Advisors Insurance, Med Advantage Advisors, Media Delivery Solutions LLC, Media Devoted 1 ApS, Mediator Law Group, Medium Nicoleta, Mega-Sweeps, Milberg Law, Milmedia, Mixed Media Holdings Inc., Momentum Solar, Money Solvers, Morena Global (The Debt Aid), Mountaintop</p> <p><b>N</b> NWCC, National Association of Chiefs of Police, National Disability, National Fidelity Financial, National Health Advisors, National Medicare, NationalBenefitClub, NationalHomeProject, Netspend, NewStrata, No Cost ACA, Nocturnal, Nocturnal Enterprises LLC, Nordic Energy</p> <p><b>O</b> Oak Street Health, OnPoint Energy Holdings, LLC, Open Access Insurance, LLC, Optimal Debt Solutions, LLC, Otis Productions</p> <p><b>P</b> Palatium Choice, Palo Media Group LLC, Peachtree Debt, Peak Advertising, Pennsylvania Gas And Electric, Pinnacle Syndicate LLC, PolicyScout, Power, Power DBA CleanSky Energy, Prime Schools, ProWolt, Progressive Debt, Protege Digital, Providing For Seniors, Public Outreach LLC, Puzz.com, LLC</p> <p><b>Q</b> QuoteBlock, quickattorneysearch.com</p> <p><b>R</b> Ran Wild Productions, Rate Quote, Reasonable Insurance Group, Rescue One, Results Generation Group, LLC, RetirementSMART, Rex Direct</p> <p>super-sweepstakes.com</p>	<p><b>S</b> Save Today, Schlichter Bogard, LLP, Sedona Ventures, Sell My House Fast, LLC, SeniorAdvisoryGroup, SeniorHelpAdvisors, Signature Medicare, Sixteen Media, Smart Money Capital, Solar Landscape LLC, Spark Energy, Spark Marketing, Spring Power and Gas, Stern Investment Group, Sun Power, Super-Sweepstakes, Superior Home, Support First, Survey Goddess, Symmetry Energy, Synergy Debt, Synergy Insurance, Synergy Insurance Marketing, Synergy Marketing Associates Inc.</p> <p><b>T</b> Tax Defense Network, LLC, Tax Law Advocates, Td Edge Media, The Accident Helpers, The Accident Office, The College Degree, The HealthScout, The Justice Now, The Legal Helpers, The-Solar-Project.com, TheLegalHelpers.com, Titan Gas, LLC, Tort Defenders, Trudova, Trudova LLC, TrueChoice Agency, Trusted Auto Quotes, Trusted Credit Care, Trusted Health Quotes, Trusted Life Quotes, TrustedConsumer.com, TurboDebt, Typhon Interactive, LLC, theFHTA</p> <p><b>U</b> USA Injury Network, USGE ( U.S. Gas and Electric), Unified Marketing Partners, LLC, Unilever, United Family Network, United States Disability, Universe Marketing LLC, University Bound and Education Directory, Us Health Advisors</p> <p>super-sweepstakes.com</p>	<p><b>V</b> VIP Click, Value Reactor, Vitamatic</p> <p><b>W</b> WCMD Services, WGL, Walton Telken LLC, Walton Telken, LLC, Watson Law, Wicked Good Leads, Wise Choice Lending, Workplace Hearing Loss America</p> <p><b>X</b> Xanadi Marketing</p> <p><b>Z</b> Zrozi</p> <p>super-sweepstakes.com</p>	<p>Helpers, The-Solar-Project.com, TheLegalHelpers.com, Titan Gas, LLC, Tort Defenders, Trudova, Trudova LLC, TrueChoice Agency, Trusted Auto Quotes, Trusted Credit Care, Trusted Health Quotes, Trusted Life Quotes, TrustedConsumer.com, TurboDebt, Typhon Interactive, LLC, theFHTA</p> <p>Copyright © 2024 Super-Sweepstakes. All Rights Reserved. Terms of Use   Privacy Policy</p>

### IMAGE 3: Super Sweepstakes Website's Marketing Partner List

29. As such, clicking the "CONFIRM YOUR ENTRY" button cannot constitute consent by any consumer to receive telemarketing calls from Defendants or their agents.

30. The TSR requires that, before any outbound telemarketing call can be made to telephone numbers registered with the National Do Not Call Registry, sellers must be able to

demonstrate that they have obtained express agreement, in writing, of the person whose number is on the Registry. *See* 16 C.F.R. § 310.4(b)(1)(iii)(B)(1). The agreement “shall clearly evidence such person’s authorization that calls made by or on behalf of a specific party may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person.” *Id.*

31. The TSR requires that, for calls that deliver a prerecorded message, the seller must meet additional requirements: first, before obtaining express written agreement from the person, the seller must disclose clearly and conspicuously that the purpose of the agreement is to authorize the seller to place prerecorded calls to the person’s telephone number. *Id.* § 310.4(b)(1)(v)(A)(i). Second, the seller may not require the person to give consent to receive prerecorded calls as a condition of purchasing a good or service. *Id.* § 310.4(b)(1)(v)(A)(ii). Third, the seller must have obtained express written agreement from the person to place calls delivering prerecorded messages to his or her number. *Id.* § 310.4(b)(1)(v)(A)(iii).

32. A “seller” is any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration. *Id.* § 310.2(ee). Defendants are “sellers,” as defined in the TSR, because they rely on telemarketing campaigns to sell their Social Security Disability benefit representation services to consumers in exchange for payment.

33. Defendants and their agents have not obtained consumers’ express agreement either to place calls to telephone numbers listed on the National Do Not Call Registry or to deliver prerecorded messages to consumers. Instead, consumers are tricked into providing their personal information to websites that purport to offer consumers coupons, prizes, and other services that have nothing to do with Defendants’ business, but are in fact “consent farms.”

Consumers' interactions with these consent farm websites do not evidence the consumers' express written agreement to receive Defendants' or their agents' telemarketing calls or prerecorded messages.

34. Moreover, these consent farm websites fail to disclose, or to adequately disclose, the specific party or seller that is seeking the consumer's express written agreement to be called, as required by the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B)(1) (calls to telephone numbers on the Registry) and 16 C.F.R. § 310.4(b)(1)(v)(A)(iii) (robocalls).

35. Defendants' robocall campaigns are illegal for the additional reason that they do not obtain consent from consumers directly, as they are required to do under the plain language of the TSR. *See* 16 C.F.R. § 310.4(b)(1)(v)(A)(iii) ("*the seller* [must have] obtained *from the recipient of the call* an express agreement") (emphases added). Thus, Defendants' practice of purchasing third-party leads for their robocall campaigns is unlawful.

36. Indeed, in accordance with their policies, Defendants purport to have audited the consent farm websites that their lead generator agents used to supply leads for their telemarketing campaigns. Defendants purport to have worked closely with their lead generator agents to review evidence of consumer consent to be subjected to certain telemarketing calls, including in response to specific complaints that Defendants subjected consumers to robocalls and/or calls to telephone numbers on the National Do Registry without consent.

37. As these examples above show, the consent farm websites upon which Defendants rely do not provide the clear and conspicuous disclosures that are necessary to satisfy

the consent provisions of Section 310.4 of the TSR.<sup>1</sup> Indeed, the websites use numerous techniques to dupe consumers into providing their purported consent, including:

- Inducing consumers into providing their personal information through attractive sweepstakes, coupons, and offers of services that are completely unrelated to services offered by the companies, like Defendants, that purchase their information;
- Providing no means to obtain the offered services or prize without providing the purported consent;
- Concealing disclosures about how consumers' information will be used, by presenting them in disproportionately small text and/or placing the text after the call-to-action button;
- Concealing long lists of "marketing partners" behind hyperlinks, or not listing the marketing partners at all; and
- Using call-to-action buttons with labels that hide the fact that clicking the button will lead to telemarketing calls, including robocalls.

38. These marketing techniques are a form of user interface design crafted to manipulate or trick consumers into taking actions that are contrary to their intent. The deceptive

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<sup>1</sup> Lead generators that operate consent farm websites upon which Defendants rely have been subject to FTC enforcement actions. *See United States v. Response Tree LLC, et al.*, C.D. Cal. Case No. 8:24-cv-00001-FMO-ADS (*e.g.*, AbodeDefense.com, PatriotRefi.com, TheRetailRewards.com); *United States v. Viceroy Media Solutions, LLC, et al.*, N.D. Cal. Case No. 3:23-cv-03516 (*e.g.*, Quick-Jobs.com); *United States v. Yodel Tech., LLC, et al.*, M.D. Fla. Case No. 8:23-cv-1575-MSS-JSS (*e.g.*, BestQuotes.com); *United States v. Fluent, LLC, et al.*, S.D. Fla. Case No. 9:23-cv-81045-AMC.



design elements undermine consumers' ability to make informed choices about the collection and use of their data, including by sellers and telemarketers like Defendants and their agents.

### **Defendants' Misleading Representations**

39. In numerous instances, Defendants' telemarketing calls have expressly represented to consumers that Defendants are calling in response to the consumers' recent inquiry into eligibility for Social Security Disability benefits. However, Defendants were not calling in response to any such inquiry.

40. For example, one of Defendants' lead generator agents, which operated consent farm websites and called consumers on behalf of Defendants, has implemented a robocall campaign that has said, in relevant part, "Hi. My name is Amber . . . Now, it show [sic] here that you recently inquired about your eligibility for Social Security Disability benefits," before continuing on with a marketing pitch. The representation that "it show[s] here that you recently inquired about your eligibility for Social Security Disability benefits" is false. The robocall campaign has initiated calls without having had a basis in any consumer's inquiry about Social Security Disability benefits and without knowing whether a given consumer had previously made such an inquiry, either directly to the SSA or with another private services provider. Instead, these calls have been initiated to leads obtained from consent farm websites, based simply on demographic information obtained from the websites, most of which purported to offer consumers coupons, prizes, and other services that have nothing to do with Social Security Disability benefits. As such, the representation has at times misled consumers into believing the call was in response to the consumer's recent inquiry into Social Security Disability benefits.

41. Altogether this robocall campaign involved millions of calls. To illustrate, on July 30, 2018 alone, over 60,000 telemarketing calls were initiated as part of this campaign. Between May 1, 2019 and June 30, 2019, over 46 million calls were initiated as part of this



campaign. And some individual consumers received dozens of calls from Defendants or their agents. Between August 31, 2016 and January 17, 2019, one consumer was called 55 times as part of this campaign.

42. Defendants' lead generator agents have implemented additional telemarketing campaigns on behalf of Defendants, in which they used similar language. The "Audrey" campaign, for example, utilized a prerecorded message with almost identical language to the "Amber" campaign described above. That campaign's message began, "Hello, my name is Audrey . . . Now, I show here that you recently inquired about your eligibility for Social Security Disability benefits."

43. Consumer Sentinel has hundreds of consumer complaints stating that consumers received telemarketing calls from Defendants that misled and/or attempted to mislead them. Defendants have also received such complaints.

44. Whether the caller was calling in response to a consumer's inquiry about benefits eligibility is important to consumers and affects consumers' conduct. In numerous instances, consumers have provided Defendants with information, such as their social security number, date of birth, medical history, or employment history, because they believed that Defendants were contacting them in response to their inquiry about benefits eligibility.

#### **Defendants' Knowledge That They Engaged in Unlawful Conduct in Violation of the TSR**

45. Defendants are aware that their telemarketing campaigns violate the TSR.

46. Defendants have received and responded to numerous consumer complaints about their unlawful telemarketing campaigns. For instance, in 2020, a consumer sued Citizens Disability, alleging that it placed calls to her telephone number without her consent despite the consumer having registered her number on the National Do Not Call Registry. The court granted

the consumer's motion for summary judgment against Citizens Disability, finding that the consumer's completion of the form on the Super Sweepstakes Website, discussed above, did not constitute valid consent to receive telemarketing calls from Citizens Disability. *Gaker v. Citizens Disability, LLC*, 654 F. Supp. 3d 66, 68 (D. Mass. 2023).

47. Additionally, Defendants have been sued multiple times for their unlawful telemarketing campaigns. *See e.g., King v. Citizens Disability, LLC*, No. 1:17-cv-427 (D.N.M. 2017), ECF 1-1 (alleging violations of Telephone Consumer Protection Act where consumer received robocalls without consent despite having registered on National Do Not Call Registry); *Thrower v. Citizens Disability, LLC*, No. 1:20-cv-10285 (D. Mass. 2020), ECF 1 (same); *Gill v. Citizens Disability, LLC*, No. 2:21-cv-403 (N.D. Ala. 2021), ECF 1 (same).

48. Defendants have also received complaints and inquiries from government entities regarding their illegal telemarketing calls. For instance, on or about August 25, 2020, the Office of the Mississippi Attorney General sent a letter to Citizens Disability stating that it received complaints that Defendants called consumers whose telephone numbers were registered on Mississippi's Do Not Call Registry.

49. Defendants have acknowledged the applicability of the TSR to their telemarketing practices. Prior to 2022, Defendants relied on unwritten telemarketing policies regarding the TSR. In 2022 and 2023, Defendants developed written policies regarding the National Do Not Call Registry and the application of the TSR to their telemarketing practices. However, despite their own policies, the consumer complaints, lawsuits and government inquiries, Defendants have continued to place telemarketing calls to consumer leads obtained from consent farm websites in violation of the TSR.

### **Ongoing Nature of Defendants' Unlawful Practices**

50. Based on the facts and violations of law alleged in this Complaint, Plaintiff has reason to believe that Defendants are violating or are about to violate laws enforced by the Commission for various reasons, including the reasons listed below, among others.

### **VIOLATIONS OF THE FTC ACT**

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

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

#### **Count I – Misrepresentation in Violation of the FTC Act**

53. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants' Social Security Disability advocacy services, Defendants have represented, directly or indirectly, expressly or by implication, that Defendants are calling the consumer in response to the consumer's inquiry about his or her eligibility for Social Security Disability benefits.

54. In fact, Defendants are not calling the consumer in response to the consumer's inquiry about his or her eligibility for Social Security Disability benefits.

55. Therefore, Defendants' representation, as described in Paragraph 53, is false or misleading and constitutes a deceptive act or practice in violation of Sections 5(a) of the FTC Act, 15 U.S.C. § 45(a).

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

56. In 1994, Congress directed the FTC to prescribe rules prohibiting abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101-

6108. The FTC adopted the original TSR in 1995, extensively amended it in 2003, and amended certain provisions thereafter. *See* 16 C.F.R. Part 310.

57. Under the TSR, “telemarketing” is a “plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call.” 16 C.F.R. § 310.2(hh). A “telemarketer” is “any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer or donor.” *Id.* § 310.2(gg). An “outbound telephone call” is “a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.” *Id.* § 310.2(x). A “seller” is “any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration.” *Id.* § 310.2(ee).

58. Defendants, and the lead generators and call centers initiating outbound telephone calls on Defendants’ behalf, are engaging in “telemarketing,” as defined by the TSR, 16 C.F.R. § 310.2(hh). Defendants are “sellers,” as defined by the TSR, 16 C.F.R. § 310.2(ee). Defendants and the lead generators and call centers initiating outbound telephone calls on their behalf are “telemarketers,” as defined by the TSR, 16 C.F.R. § 310.2(gg).

59. The TSR states that “[i]t is an abusive telemarketing act or practice and a violation of this part for a telemarketer to engage in, or for a seller to cause a telemarketer to engage in, the following conduct: . . . Initiating any outbound telephone call that delivers a prerecorded message” unless the seller has obtained from the recipient of the call an express agreement, in writing, that:

- a. The seller obtained only after a clear and conspicuous disclosure that the purpose of the agreement is to authorize the seller to place prerecorded calls to such person;
- b. The seller obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service;
- c. Evidences the willingness of the recipient of the call to receive calls that deliver prerecorded messages by or on behalf of a specific seller; and
- d. Includes the recipient's telephone number and signature. 16 C.F.R. § 310.4(b)(1)(v)(A)(i)-(iv).

60. The TSR established the National Do Not Call Registry, maintained by the FTC, of consumers who do not wish to receive certain types of telemarketing calls. Consumers can register their telephone numbers on the Registry without charge either through a toll-free telephone call or over the Internet at DoNotCall.gov.

61. The TSR states that “[i]t is an abusive telemarketing act or practice and a violation of this part for a telemarketer to engage in, or for a seller to cause a telemarketer to engage in, the following conduct: . . . Initiating any outbound telephone call to a person when . . . That person's telephone number is on the “do-not-call” registry, maintained by the Commission, of persons who do not wish to receive outbound telephone calls to induce the purchase of goods or services unless” the seller (1) has obtained the consumer's express agreement, in writing, to place such calls, or (2) has an established business relationship with that consumer, and the consumer has not stated that he or she does not wish to receive such calls. 16 C.F.R. § 310.4(b)(1)(iii)(B). Such express agreement shall clearly evidence such person's authorization that calls made by or on behalf of a specific party may be placed to that person, and

shall include the telephone number to which the calls may be placed and the signature of that person. 16 C.F.R. § 310.4(b)(1)(iii)(B)(1).

62. The FTC maintains a website at [www.telemarketing.donotcall.gov](http://www.telemarketing.donotcall.gov) to allow sellers, telemarketers, and other permitted organizations to access the National Do Not Call Registry, to pay the fee(s) if required by the TSR, and to download a list of numbers that are prohibited from being called.

63. The TSR prohibits sellers and telemarketers from calling any telephone number within a given area code unless the seller on whose behalf the call is made has paid the annual fee for access to the telephone numbers within that area code that are included in the National Do Not Call Registry. *See* 16 C.F.R. § 310.8.

64. The TSR requires that “[a]ny seller or telemarketer must keep, for a period of 5 years from the date the record is produced unless specified otherwise, the following records relating to its telemarketing activities:”

- a. A copy of each substantially different telemarketing script, and a copy of each unique prerecorded message. Such records must be kept for a period of 5 years from the date that they are no longer used in telemarketing;
- b. A record of each telemarketing call, which must include:
  - i. The telemarketer that placed or received the call;
  - ii. The seller or person for which the telemarketing call is placed or received;
  - iii. The good, service, or charitable purpose that is the subject of the telemarketing call;

- iv. Whether the telemarketing call is to an individual consumer or a business consumer;
- v. Whether the telemarketing call is an outbound telephone call;
- vi. Whether the telemarketing call utilizes a prerecorded message;
- vii. The calling number, called number, date, time, and duration of the telemarketing call;
- viii. The telemarketing script(s) and prerecorded message, if any, used during the call;
- ix. The caller identification telephone number, and if it is transmitted, the caller identification name that is transmitted in an outbound telephone call to the recipient of the call, and any contracts or other proof of authorization for the telemarketer to use that telephone number and name, and the time period for which such authorization or contract applies; and
- x. The disposition of the call, including but not limited to, whether the call was answered, connected, dropped, or transferred. If the call was transferred, the record must also include the telephone number or IP address that the call was transferred to as well as the company name, if the call was transferred to a company different from the seller or telemarketer that placed the call; provided, however, that for calls that an individual telemarketer makes by manually entering a single telephone number to initiate the call to that number, a seller or

telemarketer need not retain the records specified in paragraphs

(a)(2)(vii) and (a)(2)(x) of this section.

c. All verifiable authorizations or records of express informed consent or express agreement (collectively, “Consent”) required to be provided or received under this part. A complete record of Consent includes the following:

- i. The name and telephone number of the person providing Consent;
- ii. A copy of the request for Consent in the same manner and format in which it was presented to the person providing Consent;
- iii. The purpose for which Consent is requested and given;
- iv. A copy of the Consent provided;
- v. The date Consent was given; and
- vi. For the copy of Consent provided under § 310.3(a)(3), § 310.4(a)(7), § 310.4(b)(1)(iii)(B)(1), or § 310.4(b)(1)(v)(A), a complete record must also include all information specified in those respective sections of this part. 16 C.F.R. §§ 310.5(a)(1)-(2), (8).

65. Failure to keep such records is a violation of this part. 16 C.F.R. § 310.5(c).

66. Defendants have failed to maintain all substantially different telemarketing scripts, a copy of each unique prerecorded message, a record of each telemarketing call, and all verifiable authorizations or records of express informed consent or express agreements for the requisite amounts of time. The FTC issued Civil Investigative Demands to Citizens Disability requesting telemarketing scripts, prerecorded messages, records of each telemarketing call, and all verifiable authorizations or records of express informed consent or express agreement for calls made by Defendants or by telemarketers on Defendants’ behalf. Defendants failed to



produce certain requested records, representing to the FTC that the records were not in their possession and that they were unable to obtain or locate them.

67. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR constitutes an unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

68. Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), authorizes this Court to award monetary civil penalties up to \$50,120 for each violation of the TSR assessed after January 11, 2023, including penalties whose associated violation predated January 11, 2023.

#### **Count II – Initiating Unlawful Prerecorded Messages**

69. In numerous instances, in connection with telemarketing, Defendants have made or caused others to make, outbound telephone calls that delivered prerecorded messages to induce the purchase of goods or services when the persons to whom these telephone calls were made had not signed an express agreement, in writing, authorizing the seller to place prerecorded calls to such person, in violation of the TSR. 16 C.F.R. § 310.4(b)(1)(v)(A).

#### **Count III – Initiating Unlawful Calls to Telephone Numbers on**

##### **the National Do Not Call Registry**

70. In numerous instances, in connection with telemarketing, Defendants have initiated or caused others to initiate outbound telephone calls to a person's telephone number on the National Do Not Call Registry, in violation of the TSR. 16 C.F.R. § 310.4(b)(1)(iii)(B).

**Count IV – Failure to Pay Required Fee for Access to the National Do Not Call Registry**

71. In connection with telemarketing, Defendants have initiated or cause others to initiate numerous outbound telephone calls to telephone numbers within a given area code when Defendants had not, either directly or through another person, paid the required annual fee for access to the telephone numbers within that area code that are included in the National Do Not Call Registry, in violation of the TSR. 16 C.F.R. § 310.8.

**Count V – Failure to Maintain Required Records**

72. In connection with telemarketing, Defendants have failed to keep records relating to their telemarketing activities, including but not limited to, all substantially different telemarketing scripts, a copy of each unique prerecorded message, a record of each telemarketing call, and all verifiable authorizations or records of express informed consent or express agreements for the requisite amounts of time, in violation of the TSR. 16 C.F.R. §§ 310.5(a)(1)-(2), (8), 310.5(c).

**CONSUMER INJURY**

73. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and the TSR. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.

**CIVIL PENALTIES**

74. Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), authorizes this Court to award civil penalties for each violation of the TSR.

75. Defendants violated the TSR with actual knowledge or knowledge fairly implied on the basis of objective circumstances, as required by Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A).

### PRAYER FOR RELIEF

Wherefore, Plaintiff requests that the Court:

- A. Enter a permanent injunction to prevent future violations of the FTC Act and the TSR by Defendants;
- B. Award monetary and other relief within the Court's power to grant;
- C. Impose civil penalties on each Defendant for every violation of the TSR; and
- D. Award any additional relief as the Court determines to be just and proper.

Respectfully submitted this 30<sup>th</sup> day of September, 2025,

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