

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
2824

1 \$45,000 a year. The Defendants' advertisements state that no
2 experience is necessary and that Defendants will provide training.
3 The advertisements urge consumers to call Defendants' toll free
4 numbers to learn more about the opportunity. For example, a typical
5 newspaper classified advertisement states:

6
7 **"MEDICAL BILLER.**

8 Great income potential!

9 Earn up to \$45k/year.

10 Full training. Computer

11 required. Call TITAN

12 tollfree . . . "

13
14 10. Defendants also advertise their medical billing opportunity
15 on their Internet web site at www.billfromhome.com. As with the
16 written advertisements, Defendants' web site also encourages
17 consumers to call the Defendants' toll free number to learn more
18 about the opportunity.

19 11. Consumers who call Defendants' toll free telephone numbers
20 are connected to Defendants' employees who promise consumers that, in
21 exchange for a payment generally in excess of \$300.00, consumers will
22 receive all the equipment and training necessary to conduct
23 electronic medical billing for physicians in the consumers' local
24 areas.

25 12. The Defendants claim that all physicians are required by
26 law to submit all claims through electronic means and that consumers
27 who purchase Defendants' product will be able to provide physicians
28 with an essential service.

1 13. The Defendants further promise that consumers will receive
2 free Internet access, full training and that Defendants will provide
3 consumers a list of physicians with whom the Defendants have business
4 arrangements. Typically, there is no discussion of Defendants'
5 refund policy during the solicitation.

6 14. Consumers who purchase Defendants' medical billing package
7 receive software for performing medical billing, an instruction
8 manual, and some motivational tapes.

9 15. In many cases, the package containing the software bears a
10 sticker advising consumers that if the package is opened, consumers
11 will forfeit any right to any refund of their money. It is
12 impossible, however, for a consumer to review and evaluate the
13 materials provided by Defendants without opening the package.

14 16. Typically, before consumers can obtain the promised list
15 of physicians, the consumer must execute and return a registration
16 card.

17 17. In numerous instances, consumers who contact the
18 physicians on the list learn that the physicians do not have any
19 relationship or arrangements with the Defendants and that the
20 physicians neither want nor need the medical billing services being
21 offered by the consumers.

22 18. Few, if any, consumers who purchase the Defendants' medical
23 billing opportunity are able to earn any income using Defendants'
24 product.

25

VIOLATIONS OF SECTION 5 OF THE FTC ACT

26
27 19. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits
28 unfair or deceptive acts or practices in or affecting commerce.

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

4
5 COUNT I

6 21. In numerous instances in the course of offering for sale
7 and selling their medical billing employment opportunities,
8 Defendants or their employees or agents have represented, expressly
9 or by implication,

10 a. that consumers who purchase the medical billing employment
11 opportunity from Defendants will receive a complete package
12 suitable for a consumer to start his or her own medical
13 billing business;

14 b. that Defendants will furnish consumers with the names and
15 addresses of pre-screened physicians who are likely to use
16 the consumers to process their medical claims; and

17 c. that consumers, by use of Defendants' medical billing
18 employment opportunity, will earn specific levels of
19 earnings, such as an income as high as \$45,000 per year or
20 from \$3 to \$7 per claim.

21 22. In truth and in fact,

22 a. consumers who purchase the medical billing employment
23 opportunity from Defendants do not receive a complete
24 package suitable for a consumer to start his or her own
25 medical billing business;

26 b. the physicians whose names Defendants provide to consumers
27 do not have a pre-existing relationship with Defendants,
28 few, if any, physicians will use the consumers to process

1 their medical claims; and

2 c. few, if any, consumers who purchase the Defendants' medical
3 billing employment opportunity earn, or will earn, the
4 specific level of earnings represented by Defendants, such
5 as an income as high as \$45,000 per year or from \$3 to \$7
6 per claim.

7 23. Therefore, Defendants' representations as set forth in
8 Paragraph 21 are false and misleading and constitute deceptive acts
9 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C.
10 § 45(a).

11
12 **CONSUMER INJURY**

13 24. Consumers throughout the United States have suffered and
14 continue to suffer substantial monetary loss as a result of
15 Defendants' unlawful acts or practices. In addition, Defendants have
16 been unjustly enriched as a result of their unlawful practices.
17 Absent injunctive relief by this Court, Defendants are likely to
18 continue to injure consumers, reap unjust enrichment, and harm the
19 public interest.

20
21 **THIS COURT'S POWER TO GRANT RELIEF**

22 25. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers
23 this Court to grant injunctive and other ancillary relief, including
24 consumer redress, disgorgement, and restitution, to prevent and
25 remedy any violations of any provision of law enforced by the
26 Commission.

27 26. This Court, in the exercise of its equitable jurisdiction,
28 may award ancillary relief to remedy injury caused by the Defendants'

1 law violations.

2

3

PRAYER FOR RELIEF

4 WHEREFORE, plaintiff requests that this Court, as authorized by
5 Section 13(b) of the FTC Act, 15 U.S.C. §53(b), and pursuant to its
6 own equitable powers:

7 1. Award plaintiff such preliminary injunctive and ancillary
8 relief, including a temporary restraining order and appointment of a
9 receiver, as may be necessary to avert the likelihood of consumer
10 injury during the pendency of this action and to preserve the
11 possibility of effective final relief;

12 2. Permanently enjoin the Defendants from violating the FTC
13 Act, as alleged herein;

14 3. Award such relief as the Court finds necessary to redress
15 injury to consumers resulting from the Defendants' violations of the
16 FTC Act, including but not limited to, the rescission of contracts,
17 the refund of monies paid, and the disgorgement of ill-gotten gains;

18 and

19 / /

20 / /

21 / /

22 / /

23 / /

24 / /

25 / /

26 / /

27 / /

28 / /

