

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

U.S. DISTRICT COURT

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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

DEFENDANT'S COURSE OF CONDUCT

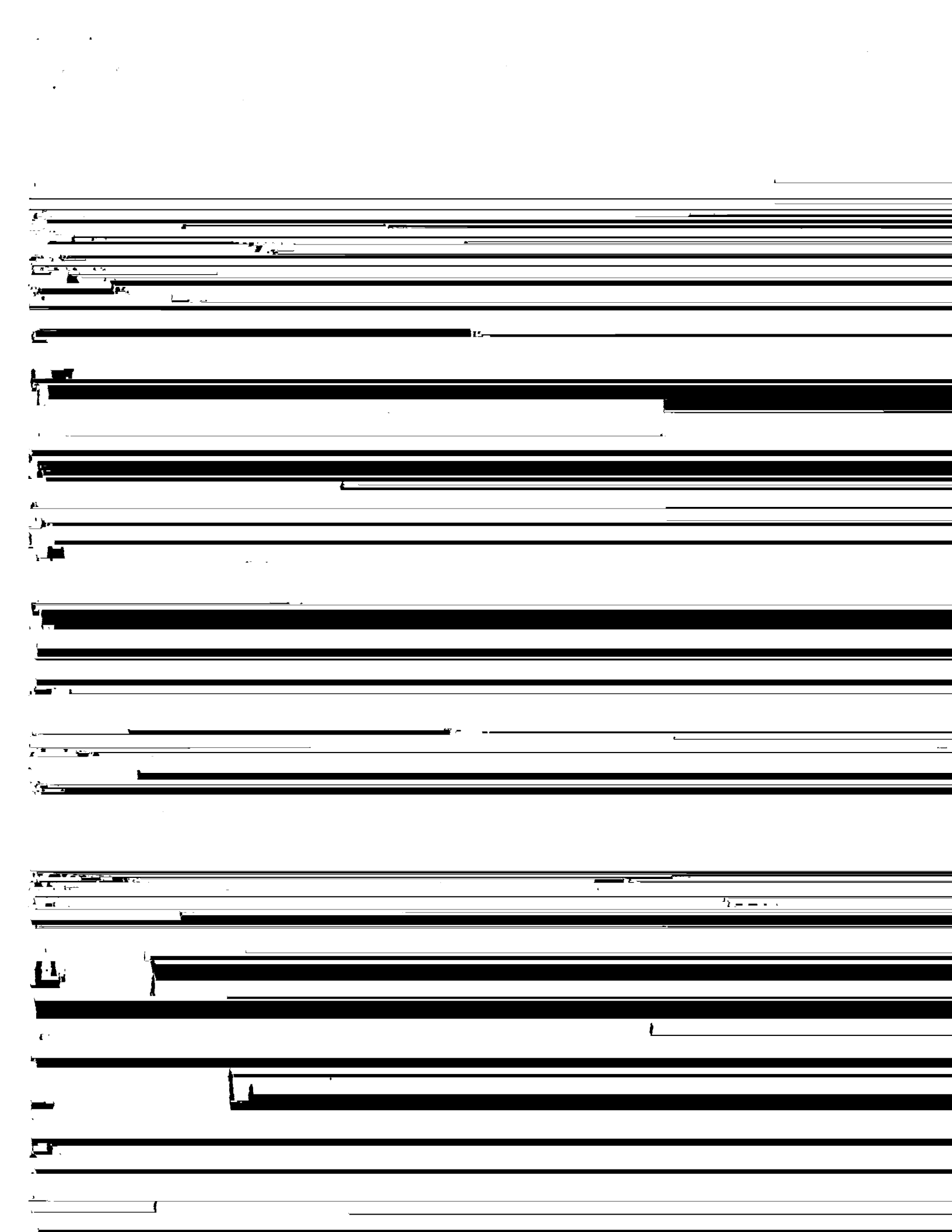
provide consumers with the promised VISA or MasterCard credit cards.

12. At best, in some instances, defendant provides consumers with an application for a major credit card from a separate financial institution.

13. Only then do consumers understand that they are not yet approved to receive a

18. Therefore, the representation set forth in Paragraph 16 is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

[REDACTED]



injunctive relief, defendant is likely to continue to injure consumers, reap unjust enrichment, and harm the public.

29. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), authorizes this Court to issue

a permanent injunction against defendant's violation of the FTC Act, 15 U.S.C. § 53(b).

2. Permanently enjoin defendant from violating the FTC Act and the Telemarketing Sales Rule, as alleged herein;

3. Award such relief as the Court finds necessary to redress injury to consumers resulting from defendant's violations of the FTC Act and the Telemarketing Sales Rule

including, but not limited to, rescission or reformation of contracts, restitution, refund of