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1 Act”), 15 U.S.C. §§ 6101-6108, to obtain temporary, preliminary, and permanent
2 injunctive relief, rescission or reformation of contracts, restitution, the refund of
3 monies paid, disgorgement of ill-gotten monies, and other equitable relief for
4 defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C.
5 § 45(a), and in violation of the FTC’s Telemarketing Sales Rule (“TSR”),
6 16 C.F.R. Part 310, in connection with the marketing and sale of a credit card
7 interest rate reduction service.

8 **JURISDICTION AND VENUE**

9 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
10 §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, 6102(c), and
11 6105(b).

12 3. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c) and
13 15 U.S.C. § 53(b).

14 **PLAINTIFF**

15 4. Plaintiff FTC is an independent agency of the United States
16 Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section
17 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or
18 practices in or affecting commerce. The FTC also enforces the Telemarketing Act,
19 15 U.S.C. §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated
20 and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and a
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DEFENDANTS

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1 party on the AMS telephone service account and as the contact on the AMS
2 website registration. He resides in Spokane County, Washington, and, in
3 connection with the matters alleged herein, transacts or has transacted business in
4 this district and throughout the United States.

5 9. Michael L. Rohlf (“Rohlf”) is an owner and member of AMS and
6 Rapid Reduction. At times material to this Complaint, acting alone or in concert
7 with others, he has formulated, directed, controlled, had the authority to control, or
8 participated in the acts and practices set forth in this Complaint. Defendant Rohlf
9 signed a contract between AMS and PDMI as an owner of AMS, and is or has been
10 a signatory on AMS bank accounts through which he has initiated or authorized
11 payments or wire transfers to persons or entities in apparent furtherance of the
12 enterprise. He is or has been listed as a responsible party on an AMS telephone
13 service account. He resides in Spokane County, Washington, and, in connection
14 with the matters alleged herein, transacts or has transacted business in this district
15 and throughout the United States.

16 10. PDM International, Inc., also doing business as Priority Direct
17 Marketing International, Inc. (“PDMI”), is a Delaware corporation with its mailing
18 address and principal place of business at 2132 L Don Dodson Dr., Bedford, Texas
19 76021. PDMI transacts or has transacted business in this district and throughout
20 the United States.

21 11. William D. Fithian (“Fithian”) is the sole owner and officer of PDMI.
22 At times material to this Complaint, acting alone or in concert with others, he has
23 formulated, directed, controlled, had the authority to control, or participated in the
24 acts and practices set forth in this Complaint. Defendant Fithian signed a contract
25 between AMS and PDMI as president of PDMI. He is or has been listed as the
26 contact on the PDMI website registration and as the primary contact for a PDMI
27 telephone service account. Fithian has also initiated or authorized the wiring of
28 significant funds to AMS from a PDMI bank account. He resides in Tarrant

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1 service. These calls are known as “voice broadcasts” or “robocalls.”

2 18. In numerous instances, when consum

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1 C. Defendants do not provide full refunds when consumers do not
2 save thousands of dollars as a result of lowered credit card
3 interest rates.

4 41. Therefore, Defendants' representations as set forth in Paragraph 39 of
5 this Complaint are false and misleading and constitute deceptive acts or practices
6 in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

7 **COUNT TWO**

8 **Failure to Disclose Material Refund Condition**

9 42. In connection with the marketing, offering for sale, or sale of a credit
10 card interest rate reduction service, Defendants have represented, directly or
11 indirectly, expressly or by implication, that consumers who purchase Defendants'
12 service are guaranteed a full refund if they do not save at least \$2500.

13 43. In numerous instances in which Defendants have made the
14 representation set forth in Paragraph 42, Defendants have failed to disclose that the
15 purported savings and guaranteed refund depend upon consumers' compliance
16 with a payment acceleration schedule, not upon Defendants' ability to negotiate
17 reduced credit card interest rates with consumers' creditors. This additional
18 information would be material to consumers in deciding whether to purchase
19 Defendants' credit card interest rate reduction service.

20 44. In light of the representations set forth in Paragraph 42 above, the
21 failure to disclose the information in Paragraph 43 is a material omission and
22 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
23 15 U.S.C. § 45(a).

24 **THE TELEMARKETING SALES RULE**

25 45. Congress directed the FTC to prescribe rules prohibiting abusive and
26 deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15
27 U.S.C. §§ 6101-6108. The FTC adopted the original Telemarketing Sales Rule in
28 1995, extensively amended it in 2003, and amended certain provisions thereafter.

1 16 C.F.R. Part 310.

2 46. Defendants are “seller[s]” or “telemarketer[s]” engaged in
3 “telemarketing” as those terms are defined in the TSR, 16 C.F.R. § 3

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1 "do-not-call" registry (the "National Do Not Call Registry" or "Registry"),
2 maintained by the FTC, of consumers who do not wish to receive certain types of
3 telemarketing calls. Consumers can register their telephone numbers on the
4 Registry without charge either through a toll-free telephone call or over the Internet
5 at www.donotcall.gov.

6 54. The TSR prohibits sellers and telemarketers from initiating an
7 outbound telephone call to numbers on the Registry in violation of the TSR.
8 16 C.F.R. § 310.4(b)(1)(iii)(B).

9 55. The TSR also prohibits sellers and telemarketers from initiating an
10 outbound telephone call to any person when that person previously has stated that
11 he or she does not wish to receive an outbound telephone call made by or on behalf
12 of the seller whose goods or services are bein

1 call to receive calls that deliver prerecorded messages by or on behalf of a specific
2 seller. The express agreement must include the recipient's telephone number and
3 signature, must be obtained after a clear and conspicuous disclosure that the
4 purpose of the agreement is to authorize the seller to place prerecorded calls to
5 such person, and must be obtained without requiring, directly or indirectly, that the
6 agreement be executed as a condition of purchasing any good or service. 16 C.F.R.
7 § 310.4(b)(1)(v)(A).

8 58. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C.
9 § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation
10 of the TSR constitutes an unfair or deceptive act or practice in or affecting
11 commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

12 **VIOLATIONS OF THE TELEMARKETING SALES RULE**

13 **COUNT THREE**

14 **Misrepresenting Material** ~~61200 DT 000 2008 07 06 10:00:00 AM~~

1 **COUNT FOUR**

2 **Making Refund Misrepresentations**

3 61. In numerous instances, in the course of telemarketing goods or
4 services, Defendants have misrepresented, directly or by implication, that
5 Defendants will provide full refunds if consumers do not save thousands of dollars
6 as a result of lowered credit card interest rates.

7 62. Defendants’ acts and practices, as described in Paragraph 61 above,
8 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R.
9 § 310.3(a)(2)(iv).

10 **COUNT FIVE**

11 **Failing to Disclose Terms and Conditio**

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COUNT SIX

Assisting and Facilitating

66. In numerous instances, AMS, Bishop, and Rohlf have provided substantial assistance or support to PDMI and Fithian, including, but not limited to, fulfillment and customer service, when AMS, Bishop, and Rohlf knew or consciously avoided knowing that PDMI and Fithian were misrepresenting, or failing to disclose truthfully in a clear and conspicuous manner, directly .68000400 39.1200 TD/

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THIS COURT'S POWER TO GRANT RELIEF

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11. A. Award Plaintiff the costs of bringing this suit.

[REDACTED]

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