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1 Spokane, WA 99212. MSD also conducts business from offices located at 16775
2 Addison Road, Suite 201, Addison, TX 75001. MSD transacts or has transacted
3 business in this district and throughout the United States.

4 7. Defendant Boost Commerce, Inc. (“Boost”), is a Texas corporation
5 with its registered address at 1 E. 7th Street, Suite 620, Austin, TX, and its
6 principal place of business at 16775 Addison Road, Suite 201, Addison, TX 75001.
7 Boost transacts or has transacted business in this district and throughout the United
8 States

9 8. Defendant Generation Y Investments, LLC (“Gen Y”), is a
10 Washington limited liability company with its registered address at 621 N.
11 Argonne Road, Spokane, WA 99210. Gen Y transacts or has transacted business
12 in this district and throughout the United States.

13 9. Defendant Kyle Lawson Dove (“Dove”) is an officer and managing
14 member of MSD, Boost, and Gen Y. At all times material to this Complaint,
15 acting alone or in concert with others, he has formulated, directed, controlled, had
16 the authority to control, or participated in the acts and practices of MSD, Boost
17 and Gen Y, including the acts and practices set forth in this Complaint. Defendant
18 Dove directs and controls MSD’s sales and marketing department, created or
19 oversaw the creation of MSD’s marketing and training materials and the training of
20 MSD sales agents, is a signatory on some of MSD’s bank accounts and the bank
21 accounts of Boost and Gen Y; and has responded to a civil investigative demand
22 from the Washington Attorney General’s Office on behalf of MSD. He resides
23 or has resided in this district and, in connection with the matters alleged herein,
24 transacts or has transacted business in this district and throughout the United
25 States.

26 10. Defendant Shane Patrick Hurley (“Hurley”) is an officer and
27 managing member of MSD, Boost, and Gen Y. At all times material to this
28 Complaint, acting alone or in concert with others, he has formulated, directed,

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1 COMMERCE

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

5 DEFENDANTS' BUSINESS ACTIVITIES

6 13. Independent Sales Organizations ("ISOs") are independent sales
7 agents for financial institutions that are members of credit unions under the
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1 consumers' impressions that the agents are related to the consumers' current
2 payment processors, Visa or MasterCard, or their banks.

3 16. At the in-person visit, defendants' sales agents again tell consumers
4 that defendants can offer them a lower discount rate, based on the consumers'
5 monthly volume of sales transactions made with credit or debit cards. In numerous
6 instances, defendants' agents tell consumers that they are there to "upgrade" their
7 current processing services to get them a lower discount rate by billing
8 statements that the consumers have received from their current payment
9 processors. Defendants' agents compute a "cost analysis," which compares the
10 processing fees the consumers are currently paying with those that defendants
11 claim to offer. After performing this analysis, defendants' agents promise
12 substantial savings.

13 17. The sales agents typically quote a discount rate that is considerably
14 lower than the rate the consumers currently are paying. The agents represent
15 this rate is the only processing rate the consumers will be required to pay if they
16 use defendants' services. Defendants claim that they can offer a lower rate
17 because defendants eliminate the "middleman" in the processing transaction and,
18 therefore, the rate is a "wholesale" rate. In some instances, they tell consumers
19 that, because of changes in the law, they can now offer them lower rates.
20 Defendants' sales agents also quote a fixed-transaction fee that consumers will
21 be required to pay. In numerous instances, agents do not mention any other
22 fees. If consumers ask if there are any other fees, in numerous instances,
23 agents say no.

24 18. Defendants additionally offer card processing terminals, also known
25 as card swipe terminals ("terminals"), for consumers to lease. The terminals are
26 subject to two to four-year leases between consumers and third-party leasing
27 companies.

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1 19. To induce consumers to sign the new equipment leases, defendants'
 2 agents claim that the consumers' current terminals are outdated or incompatible
 3 with defendants' services, or that the new terminals are a necessary part of
 4 defendants' services. Defendants' agents claim that even with higher lease
 5 payments, consumers will save money on processing services overall because of
 6 defendants' low rates. In numerous other instances, defendants' agents tell
 7 consumers that the new terminals are free.

8 20. Defendants' sales agents ask consumers to sign documents on the spot
 9 that include a Merchant Application and Agreement ("Processing Application")
 10 and a lease for a terminal ("Terminal Lease"). In some cases, defendants' agents
 11 tell consumers that, by signing the Processing Application and Terminal Lease,
 12 they are not committing and can cancel at any time. In other instances, defendants'
 13 agents tell consumers that they are merely signing an application for processing
 14 and are not contractually bound until the acquiring bank accepts the contract. The
 15 sales agents do not show consumers all of the pages of the Processing Applications
 16 and Terminal Leases. These documents contain numerous fine print terms and
 17 conditions. In fine print, the Processing Applications incorporate by reference
 18 another document of an additional 40-50 pages of fine print terms and conditions
 19 that can only be accessed through defendants' web site by scrolling to the bottom
 20 of the web site page and clicking on a link titled "Merchant Services Program
 21 Guide." Agents do not direct consumers to the document on the web site before
 22 they sign. Agents also use tactics that prevent or discourage consumers from
 23 reading the documents that are presented to them. Typically, the sales agents do
 24 not leave copies of these documents with consumers.

25 21. To induce consumers to purchase defendants' card processing services
 26 and goods, defendants also have disseminated or caused to be disseminated
 27 advertisements for their card processing services and goods on their web site,
 28 www.msmerchants.com. As in their in-person sales visits, defendants claim or

1 have claimed on their web site that they offer “Guaranteed Lowest Rates” for
 2 processing card payments, that consumers “save 30 to 60% with whole sale
 3 processing”[sic], and that defendants’ “unique style of pricing guarantees drastic
 4 savings for businesses that already except bank cards” [sic]. Other versions of
 5 their web site, defendants claim or have claimed that consumers “see anywhere
 6 from 20% to 30% savings when switching to MSD.”

7 22. In fact, defendants are a “middleman” in the card processing
 8 transaction and their rates are not wholesale rates. Defendants’ card
 9 processing is actually done by a third party processor, not defendants. Nor are
 10 defendants’ rates the lowest rates that consumers can obtain. Typically, consumers
 11 are forced to pay more for processing through defendants than they were paying
 12 through their former processor and consumers do not save substantial money on
 13 their card processing. In numerous instances, consumers do not “save
 14 60%” or “20% to 30%” on their card processing expenses and defendants do not
 15 have support for these claimed savings. Consumers who use defendants’ services
 16 are also charged an additional processing rate, called a surcharge, for certain types
 17 of card transactions, which defendants’ agents do not tell consumers about in their
 18 sales presentations. These surcharges are an additional percentage of the
 19 transaction amount and are described in the fine print pages of the contract that
 20 many of the consumers do not see at the time of signing.

21 23. Many consumers who use defendants’ services are also charged
 22 miscellaneous fees that appear on the consumers’ statements. Defendants’ sales
 23 agents do not tell consumers about these additional miscellaneous fees in their
 24 sales presentations. These miscellaneous fees are also not disclosed or are
 25 inadequately disclosed in the fine print pages of the contract that many consumers
 26 do not see before signing.

27 24. In numerous instances, defendants do not provide free terminal to
 28 consumers and many consumers do not need upgraded equipment to use

1 defendants' payment processing services. The Terminal Leases are non

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1 consumers usually only in response to such complaints. However, defendants have
2 generally not provided refunds to or waived fees for consumers who have been
3 misled by defendants' sales agents.

4 VIOLATIONS OF SECTION 5 OF THE FTC ACT

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

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

9 Count I

10 **Deception Misrepresentations**

11 30. In numerous instances in connection with the advertising, marketing,
12 promotion, offering for sale or sale of credit and debit card processing goods or
13 services defendants have represented, directly or indirectly, expressly or by
14 implication, that:

- 15 a. Defendants are affiliated with consumers' current credit and debit
16 card process

1 e. Consumers who purchase goods and services that defendants offer
2 will receive free upgraded or new terminals for accepting credit
3 and debit cards.

4 31. In truth and in fact, in numerous instances in which the defendants
5 have made the representation in Paragraph 3 of this Complaint:

6 a. Defendants are not affiliated with consumers' current credit and
7 debit card processors and are not merely offering additional or
8 upgraded payment processing goods or services

9 b. Consumers who purchase goods or services that defendants offer
10 do not save substantial money on their card processing expenses;

11 c. Consumers' existing terminals are not outdated or incompatible
12 with defendants' payment processing services, consumers do
13 not need to lease or purchase from defendants new terminals for
14 accepting credit and debit cards

15 d. Consumers who sign Processing Applications and Terminal
16 Lease for defendants' payment processing goods or services are
17 contractually bound by their signatures and not cancel at any
18 time without penalty and

19 e. Consumers who purchase goods and services that defendants offer
20 do not receive free upgraded or new terminals for accepting credit
21 and debit cards.

22 32. Therefore, defendants' representation as set forth in Paragraph 3
23 are false and misleading and constitute deceptive acts or practices in violation of
24 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

25 Count II

26 **Deception** Unsubstantiated Savings Claim

27 33. In numerous instances in connection with the advertising, marketing,
28 promotion, offering for sale, or sale of credit and debit card processing goods or

1 services defendants have represented directly or indirectly, expressly or by
2 implication, that consumers who purchase card processing goods and services from
3 defendants will save specific amounts each month in their card processing
4 expenses, including “20% to 30%” and “30% to 60%”

5 34. The representation set forth in paragraph 33 was not substantiated at
6 the time the representation was made

7 ~~On 05/01/19, the Defendant represented to the Plaintiff that it would provide the Plaintiff with a 20% discount on its card processing fees.~~

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- b. Terminal Leases are binding and noncancellable contracts for terminals with a third party; and
- c. Consumers who sign Terminal Leases will be required to make payments on those leases regardless of whether they use terminals or continue using defendants' services.

38. This additional information would be material to consumers deciding whether to purchase the card processing goods or services defendants sell.

39. Defendants' failure to disclose or disclose adequately the material information described in Paragraph 7, above, in light of the representations described in Paragraph 6, above, and ~~Paragraph 7, above~~ (b)(7)(D) (b)(7)(F) (b)(7)(G) (b)(7)(H) (b)(7)(I) (b)(7)(J) (b)(7)(K) (b)(7)(L) (b)(7)(M) (b)(7)(N) (b)(7)(O) (b)(7)(P) (b)(7)(Q) (b)(7)(R) (b)(7)(S) (b)(7)(T) (b)(7)(U) (b)(7)(V) (b)(7)(W) (b)(7)(X) (b)(7)(Y) (b)(7)(Z) (b)(7)(aa) (b)(7)(ab) (b)(7)(ac) (b)(7)(ad) (b)(7)(ae) (b)(7)(af) (b)(7)(ag) (b)(7)(ah) (b)(7)(ai) (b)(7)(aj) (b)(7)(ak) (b)(7)(al) (b)(7)(am) (b)(7)(an) (b)(7)(ao) (b)(7)(ap) (b)(7)(aq) (b)(7)(ar) (b)(7)(as) (b)(7)(at) (b)(7)(au) (b)(7)(av) (b)(7)(aw) (b)(7)(ax) (b)(7)(ay) (b)(7)(az) (b)(7)(ba) (b)(7)(bb) (b)(7)(bc) (b)(7)(bd) (b)(7)(be) (b)(7)(bf) (b)(7)(bg) (b)(7)(bh) (b)(7)(bi) (b)(7)(bj) (b)(7)(bk) (b)(7)(bl) (b)(7)(bm) (b)(7)(bn) (b)(7)(bo) (b)(7)(bp) (b)(7)(bq) (b)(7)(br) (b)(7)(bs) (b)(7)(bt) (b)(7)(bu) (b)(7)(bv) (b)(7)(bw) (b)(7)(bx) (b)(7)(by) (b)(7)(bz) 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(b)(7)(xa) (b)(7)(xb) (b)(7)(xc) (b)(7)(xd) (b)(7)(xe) (b)(7)(xf) (b)(7)(xg) (b)(7)(xh) (b)(7)(xi) (b)(7)(xj) (b)(7)(xk) (b)(7)(xl) (b)(7)(xm) (b)(7)(xn) (b)(7)(xo) (b)(7)(xp) (b)(7)(xq) (b)(7)(xr) (b)(7)(xs) (b)(7)(xt) (b)(7)(xu) (b)(7)(xv) (b)(7)(xw) (b)(7)(xx) (b)(7)(xy) (b)(7)(xz) (b)(7)(ya) (b)(7)(yb) (b)(7)(yc) (b)(7)(yd) (b)(7)(ye) (b)(7)(yf) (b)(7)(yg) (b)(7)(yh) (b)(7)(yi) (b)(7)(yj) (b)(7)(yk) (b)(7)(yl) (b)(7)(ym) (b)(7)(yn) (b)(7)(yo) (b)(7)(yp) (b)(7)(yq) (b)(7)(yr) (b)(7)(ys) (b)(7)(yt) (b)(7)(yu) (b)(7)(yv) (b)(7)(yw) (b)(7)(yx) (b)(7)(yy) (b)(7)(yz) (b)(7)(za) (b)(7)(zb) (b)(7)(zc) (b)(7)(zd) (b)(7)(ze) (b)(7)(zf) (b)(7)(zg) (b)(7)(zh) (b)(7)(zi) (b)(7)(zj) (b)(7)(zk) (b)(7)(zl) (b)(7)(zm) (b)(7)(zn) (b)(7)(zo) (b)(7)(zp) (b)(7)(zq) (b)(7)(zr) (b)(7)(zs) (b)(7)(zt) (b)(7)(zu) (b)(7)(zv) (b)(7)(zw) (b)(7)(zx) (b)(7)(zy) (b)(7)(zz)

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