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LLC, d/b/a AMI, a California
limR 4 (AY)-8 4 (P)-3T C

PARTNERSHIP, an Arizona)
limited liability partnership,)
Defendants)

Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), Section 5 of the Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 840, Section 918(c) of the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. § 1693o(c), and Section 6 of the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. § 6105 to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 5(a) and 12, Section 4 of ROSCA, 15 U.S.C. § 8403, Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), Section 1005.10(b) of EFTA’s implementing Regulation E, 12 C.F.R. § 1005.10 and Section 310.4(b)(1)(v) of the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. § 310.4(b)(1)(v) in connection with the false and unsubstantiated claims for dissolvable film strips advertised for smoking cessation, weight loss, and male sexual performance, a related auto ship continuity program resulting in unauthorized shipments and charges, abusive telemarketing through robocalls, and unsubstantiated earnings claims for a multi-level marketing scheme.

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JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345; 15 U.S.C. §§ 45(a) and 53(b); 15 U.S.C. § 404(a); and 15 U.S.C. § 1693o(c).

3. Venue is proper in this district under 28 U.S.C. § 1391(b)(2), (c)(1), (c)(2), and (d) and 15 U.S.C. § 3(b).

PLAINT

4. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. § 41-012 Tws ¥ .004 004 T-1Tj -5Tw -7.48575..006 Tw1

1 monies paid, and the disgorgement of the monies. 15 U.S.C. §§ 53(b) and
2 56(a)(2)(A); 15 U.S.C. § 8404(a); and 15 U.S.C. § 930(c).

3 SUMMARY OF THE CASE

4 6. Individual Defendants Jason Cardiff, Eunjung Cardiff, and Danielle
5 Cadiz have for years operated a fraudulent marketing scheme that has bilked
6 consumers out of millions of dollars through baseless advertising claims for
7 products that purport to alleviate serious health conditions, while also enrolling
8 consumers in unwanted auto-ship programs that have resulted in millions of dollars
9 in unauthorized charges.

10 7. Defendants' evolving business operation injures consumers in
11 multiple ways. First, Defendants' marketing of their dissolvable film strips relies
12 on false or unsubstantiated claims for TBX-FREE (stop smoking aid), Eupepsia
13 Thin (appetite suppressant), and Prolongz (men's sexual performance), including
14 claims that those products were proven to work. Defendants also make
15 claims that their film strips are made in the United States and sold with money
16 back guarantees. Then, Defendants enroll consumers without prior notice and
17 authorization and, in some cases, notwithstanding consumers' clear
18 statements to the contrary in auto-ship continuity plans that bill consumers
19 monthly for unwanted products. Defendants also make it difficult for consumers to
20 cancel those plans and get their money back. More recently, Defendants have
21 turned to abusive telemarketing practices by delivering prerecorded marketing
22 messages to millions of consumers. Finally, Defendants recently launched a multi-
23 level marketing scheme for which they make false or unsubstantiated earnings
24 claims.

25 8. Individual Defendants have operated the scheme through a network of
26 interrelated companies, using Corporate Defendants as their alter egos. Corporate
27 Defendants form a common enterprise, and include three corporations with the
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Redwood California Through its subsidiaries, including Redwood California, Redwood Delaware has advertised, marketed, distributed, or sold dissolvable film strips, including TBXFREE, Eupepsia Thin, and Prolongz, to consumers throughout the United States.

12. Corporate Defendant Identify, LLC (“Identify”) is a Wyoming limited liability company Identify has reserved multiple trademarks in Wyoming, including TBX-FREE, Redwood Scientific Technologies Advanced Men’s Institute, and Runaway Products. At times material to this Complaint, acting alone or in concert with others, Identify has advertised, marketed, distributed, or sold dissolvable film strips, including TBX-FREE, Eupepsia Thin, and Prolongz, to consumers throughout the United States. Currently, Identify is the primary seller of TBX-FREE, Eupepsia Thin, and Prolongz.

, At 5 (r)3

1 Limited Partnership holds 69% of the Common Shares of Redwood Delaware for
2 the benefit of Individual Defendants Jason and Eunjung Cardiff. The two partners
3 of Carols Place Limited Partnership are Carols Place Trust and Extension First,
4 LLC, a Wyoming company formed on January 13, 2017 and owned by Individual
5 Defendants Jason and Eunjung Cardiff. Carols Place Trust is a bridge trust formed
6 on January 17, 2017 under Nevada law. Carols Place Trust owns the Cardiffs'
7 home. The only two settlors and trustees of Carols Place Trust are Individual
8 Defendants Jason Cardiff and Eunjung Cardiff. Carols Place Limited Partnership
9 has received funds from Corporate Defendant Identify.

10 INDIVIDUAL DEFENDANTS

11 INDIVIDUAL DEFENDANT JASON CARDIFF

12 16. Individual Defendant Jason Cardiff is the Founder, President, Chief
13 Executive Officer, and a member of the Board of Directors of Corporate Defendant
14 Redwood California, and the President, Chief Executive Officer, Secretary,
15 Treasurer, and a Director of Corporate Defendant Redwood Delaware. Mr. Cardiff
16 owns more than 150 million shares of Corporate Defendant Redwood Delaware
17 common stock and controls all 2.5 million shares of Redwood Delaware's Series A
18 Super Voting Preferred Shares, accounting .3 (r)4.g ()Tj 0.0g (e)4.1 (s)-8.2 (,897413()T

1 Cardiff has appeared in videos promoting TBX-FRE and Eupepsia Thjin which
2 hetouts the products' efficacy. Mr. Cardiff also appeared in multiple videos
3 promoting Defendant Redwood California's new multi-level marketing program
4 (Rengalife), in which he claimed that Rengalife members are likely to earn
5 substantial income. Mr. Cardiff negotiated with a telemarketing company to
6 deliver millions of prerecorded messages, commonly known as robocalls, to
7 consumers promoting Defendants products and his voice is used by Defendants in
8 those calls. In addition, Mr. Cardiff appears to have been routinely copied on
9 internal and external company emails, making him generally aware of company
10 operations.

11 18. Individual Defendant Jason Cardiff all times material to this
12 Complaint, acting alone or in concert with others, has formulated, directed,
13 controlled, had the authority to control, or participated in the acts and practices
14 Corporate Defendants, including the acts and practices set forth in this Complaint.
15 Mr. Cardiff resides in this district and, in connection with the matters alleged
16 herein, transacts or has transacted business in this district and throughout the
17 United States.

18 INDIVIDUAL DEFENDANT EUNJUNG CARDIFF

19 19. Individual Defendant Eunjung Cardiff/k/a Eunjung L3.6 (c)14 (s i5 Tc -0.006
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1 PlaceTrust

2 22. Individual Defendant Eunjung Cardiff, at all times material to this

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ALTER EGO

27. There is such a unity of interest between Corporate Defendants and Individual Defendants Jason Cardiff and Eunjung Cardiff that they are alter egos. Corporate Defendants are all dominated and controlled by Individual Defendants

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PRESENTER [DEFENDANT JASON CARDIFF]: . . . So I'm going to show you what we've done . We've developed the most successful stop smoking product on the market, period, plain and simple. I challenge anybody that tells me they have a more successful stop smoking product. It doesn't exist.

* * *

If you've tried to stop smoking, if you want to stop smoking, if you want to quit, if you want to make that change, this is the product for you. And what you get and how it works and ~~See the magisterial order in the transcript, first off. But it doesn't~~

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2 SPOKESWOMAN: To be able to break the chain of
3 addiction with smokers, we ~~we~~ developed a product that gives
4 you the freedom to not be addicted to any type of nicotine
5 product. TBX-FREE is unique among stop-smoking products
6 because of the delivery technology and it contains no nicotine.
7 This nicotinefree system allows you to successfully stop
8 smoking and at the same time you do not become addicted to
9 TBX-FREE– like you might with the nicotine gum or patch.

10 NARRATOR: Have you ever wanted to quit smoking
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smokers. A long-term smoker is someone who's been smoking more than 5 years, more than a pack or around a pack a day on average.

Our clinical data on TBX-FREE have do[redacted] by some of the greatest medical and scientific institutions anywhere that we know of, including not limited to the New England Journal of Medicine, which ranks our product ten times more effective than nicotine replacement therapy to stop smoking. That's who's giving us this data.

E. TBX-FREE Facebook Live post (posted 02/07/2017):

PRESENTER [DEFENDANT JASON CARDIFF] I want to share with you what is TBXfree, how does it work, what is the secret to learn how to stop smoking cigarettes fast. I mean really fast, within a week, within ten days.

We have long term smokers that have learned this secret, that have been smoking for 30 years, two packs a day or more, and they no longer smoke cigarettes. If you've tried the patch and the gum, maybe you've tried hypnosis, maybe you've tried Chantix, and you're a long-term smoker, I need your attention, just a little bit of your attention.

* * *

Now, you should never need more than one month. After five days of use, all the nicotine will be cleansed out of your system... And people say, well, does it work? Well, we have an 88 percent success rate.

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But first you have to stop smoking. You have to stop smoking, and you're addicted to something we believe internally as a group and a company, cigarettes are the most --

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Safe & Effective Weight Loss

Current calorie reduction and meal plans have less than 5% success rate while the new product, Eupepsia™, has a substantially higher success rate. Until now there was no better way to shed the weight other than going through a huge lifestyle change.

Lose up to 15 pounds

your first month with Eupepsia™ strips without diets or changing your food or lifestyle choices.

What is the price of Eupepsia™?

If you would like to lose 820 lbs— our one month supply at 69.95 will work for you.

If you would like to lose 20 lbs— our one month supply at 14.04 will work for you.

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100 lbs

WITHOUT GIVING UP YOUR FAVORITE FOODS!

NARRATOR: Are you ready to lose 10, 20, even 100 pounds
without giving up your favorite foods or adding any exercise?

1 ON SCREEN: Before photo

2 Todd Lost 132 lbs!

3 From 360 lbs to 228 lbs!

4 TODD: I tell you what, ever since I got the Eupepsia
5 product, I have been amazed. I lost ~~actually~~, I weighed 360
6 pounds. I lost 132 pounds on it. Very easy to do. And, now,
7 I'm at 228 pounds.

8 And I tell you what, I've never felt better. I feel so good.
9 My body is extremely different now. I don't fight to breathe.
10 My kidney level is back to normal. I have no diabetes
11 whatsoever. I used to take five insulin shots a day. I no longer
12 have to take nothing for diabetes. My kidneys are at a good
13 function and I just -+ tell you what, Eupepsia has been
14 awesome.

15 C. Eupepsia Thin package labeling:

16 x Oral Strip
17 EASY WEIGHT LOSS

18

19 Safe & Effective
20 Still eat your favorite foods
21 No change in exercise required

22 x Made in USA

23 x Clinically proven to help suppress appetite between
24 meals.

25 40. At least some of the people who provided testimonials in the Eupepsia
26 Thin infomercial were actors who had been paid to appear in the infomercial
27

1 DEFENDANTS' DECEPTIVE SALES AND BILLING PRACTICES IN
2 CONNECTION WITH TBX-FREE, EUPEPSIA THIN, AND PROLONGZ

3 42. Defendants' advertising, including websites, infomercials, and social
4 media, lists both website links and toll-free numbers that consumers can use to
5 place orders for TBX-FREE, Eupepsia Thin, and Prolongz ("the Products")
6 Consumers then purchase the Products through inbound sales calls and website
7 orders.

8 Defendants' Failure to Disclose Autoship Programs
9 at the Time of the Initial Sale

10 43. When consumers order the Products and provide their payment
11 information, Defendants (01/18/15) (Ps) 8. (P) 2 B ts the Tw [(P)d 0 Td (P) 33 (n)] T.J.S

1 additional shipments and charges in numerous instances when consumers have
2 proceeded to the shopping cart provided their billing information and completed
3 the purchase there has been no adequate disclosure about Defendants' auto-ship
4 program or that any additional charges would be placed on a consumer's credit or
5 debit card.

6 45. For telephone orders for the Products in numerous instances,
7 Defendants' call center representatives similarly have not disclosed that
8 Defendants will enroll consumers automatically into a continuing auto-ship
9 program that will result in additional shipments and charges to consumers' credit
10 or debit cards. In many cases, consumers have specifically asked not to be
11 enrolled in an auto-ship program but Defendants did so anyway. In many cases,
12 Defendants' call center employees assure consumers they will not be enrolled in
13 an auto-ship program but Defendants did so anyway.

14 46. At the time of the initial sale, Defendants do not disclose, or do not
15 adequately disclose, their terms and conditions for cancellation and refunds
16 auto-shipments before obtaining consumers' billing information. Instead,
17 consumers are later advised by Defendants' customer service representatives that
18 they must request cancellation, obtain a return merchandise authorization ("RMA"
19 number, and mail products back to Defendants at their own expense.

20 47. In cases in which consumers pay for their initial purchase using debit
21 cards, Defendants have debited consumers' bank accounts for the additional
22 periodic shipments. Defendants do not obtain written authorization signed or
23 similarly authenticated from consumers authorizing the recurring electronic fund
24 transfers from their accounts, and do not subsequently provide consumers with a
25 copy of such a written authorization.

1 Consumers' Post-Sale Experiences - Unauthorized Charges

2 48. Defendants ship their Products to consumers on a periodic basis and
3 charge their credit or debit cards without consumers' consent for any charge other
4 than the initial purchase.

5 49. Consumers must contact Defendants to reject additional shipments
6 and charges and to cancel this undisclosed and unauthorized enrollment in the
7 auto ship program

8 50. Defendants' mechanisms for stopping recurring shipments and
9 charges are often not effective. Consumers are often not able to reach Defendants
10 when they call to stop recurring shipments and charges and on many occasions when
11 consumers do cancel their enrollment in the auto ship program, Defendants
12 continue sending additional shipments and place additional charges on
13 consumers' credit and debit cards.

14 51. Defendants do not honor their money-back guarantees. Consumers
15 who seek a refund are often told that the charges are not refundable.

16 DEFENDANTS' ILLEGAL TELEMARKETING CAMPAIGN

17 52. In February 2018, Defendants caused pre-recorded messages,
18 commonly known as robocalls, to be delivered to consumers. Defendants planned
19 robocall campaigns for multiple products.

20 53. Defendants' initial contract with the telemarketing company provided
21 for "ringless voicemails" to be delivered to 1,500,000 consumers.

22 54. Defendants disseminated robocalls to targeted groups of consumers,
23 such as men over the age of 40 in the state of California and delivered pre-recorded
24 messages, some of which featured the voice of Individual Defendant Jason Cardiff.

25 55. Defendants also conducted a robocall campaign for TBX-FREE using
26 messages featuring the voice of Individual Defendant Eunjung Cardiff.

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month, \$100,000 a month, we have somebody on pace to make
. . . \$100,000 a year. We've only been live a week and a half.
If I told you you had to make a little tiny investment in product
for yourself to get to the executive level, if I showed you how
to spend \$199.80 and you could make \$15,000 a month, \$6,000
a month, is that a good investment? And you would say, yes, it
is, it's a very good investment.

60. Defendants represent that Directors are guaranteed a "Minimum
monthly Paid commission [of] \$6,000 Vice Presidents \$2,600 per month and
Senior Vice Presidents \$12,600 per month.

61. Individual Defendant Jason Cardiff put these guarantees in terms of
annual earnings:

Rergalife "New Levels" Vimeo video (captured May 25, 2018)

PRESENTER [JASON CARDIFF]: . . . That takes you from
executive to director. That also locks in your annual salary at a
minimum-- a very minimum of \$7,200 a year once you go
from that level of executive to director.

And at a vice president level, not only do you start to enjoy
some of the super first class bucket list travel, but you also lock

1 UNSUBSTANTIATED EFFICACY CLAIMS AND FALSE CLAIMS

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COUNT IV

FALSE PROOF CLAIMS FOR EUPEPSIA THIN

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3 78. Through the means described in Paragraph 39, Defendants have
4 represented, directly or indirectly, expressly or by implication, that clinical studies
5 have been conducted on Epsia Thin and those studies show that it is an
6 effective appetite suppressant and weight loss aid

7 79. The representations set forth in Paragraph 78 are false.

8 80. Therefore, the making of the representations as set forth in Paragraph
9 78 of this Complaint constitutes a deceptive act or practice and the making of false
10 advertisements, in or affecting commerce, in violation of Sections 5(a) 2 of
11 the FTC Act, 15 U.S.C. §§ 45(a) and 52.

COUNT V

COUNT VI

FALSE PROOF CLAIMS FOR PROLONGZ

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COUNT VIII

FALSE CLAIMS THAT TBX -FREE, EUPEPSIA THIN , AND PROLONGZ
ARE SOLD WITH MONEY -BACK GUARANTEES

90. Through the means described in Paragraphs 37, 39, and 41, Defendants have represented, directly or indirectly expressly or by implication, that consumers who are not satisfied with the Product will get their money back.

91. The representations set forth in Paragraph 90 are false. Many consumers who request their money back from Defendants are denied refunds.

92. Therefore, the making of the representations as set forth in Paragraph 90 of this Complaint constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§45(a) and 52.

COUNT IX

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COUNT X
FAILURE TO DISCLOSE ADEQUATELY AUTOMATIC ENROLLMENT S
IN CONTINUITY PLANS

96. In numerous instances

1 charging consumers' credit or debit cards for additional shipments they did not
2 agree to purchase.44 447 c it12.1 10 12 tTn /TT0Hsum1T53.4 -651. ET c

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- B. Obtain the consumer’s express informed consent to the negative option feature before charging the consumer’s credit card or debit card; and/or
- C. Provide simple mechanisms for a consumer to stop recurring charges to the consumer’s credit card or debit card.

111. Defendants’ practices as set forth in Paragraph 110 a violation of Section 4 of ROSCA, 15 U.S.C. 8403, and as therefore a violation of a rule promulgated under S3Tr4 of.744 -1., (.5 (4)3.7 S)4.5d [(C)4.3 (A)8. U..7 (4 of)38 (.).6.1

1 amended it in 2003, and amended certain provisions thereafter. 16 C.F.R. Part
2 310.

3 120. Under the TSR, a “telemarketer” is any person who, in connection
4 with telemarketing, initiates or receives telephone calls to or from a consumer or
5 donor. 16 C.F.R. §10.2(ff).

6 121. Under the TSR, an “outbound telephone call” means a telephone call
7 initiated by a telemarketer to induce purchase of goods or services or to solicit
8 a charitable contribution. 16 C.F.R. § 310.2(f)

9 122. As amended, effective September 1, 2009, the TSR prohibits initiating
10 an outbound telephone call that delivers a prerecorded message to induce the
11 purchase of any good or service. 16 C.F.R. §(b)(1)(v). Calls delivering
12 prerecorded messages are commonly called “robocalls.”

13 123. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C.
14 § 6102(c), and Section 1.692 Tdemt6 6it) 15 U.SR6cen6692)Tdein)la4.4 (e)3.6 (4)12.1

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1 RENGALIFE

2 COUNT XVI

3 MISREPRESENTATIONS REGARDING EARNINGS

4 125. Through the means described in Paragraphs 57 through 65,
5 Defendants have represented, directly or indirectly, expressly or by implication,
6 that people who become Rengalife members are likely to earn substantial income

7 126. The representation set forth in Paragraph 125 is false, misleading, or
8 was not substantiated at the time the representation was made.

9 127. Therefore, the making of the representation as set forth in Paragraph
10 125 of this Complaint constitutes a deceptive act or practice in or affecting
11 commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 5(a).

12 CONSUMER INJURY

13 128. Consumers have suffered and will continue to suffer substantial injury
14 as a result of Defendants' violations of the FTC Act, ROSCA, EFTA, Regulation
15 E, and the TSR. In addition, Defendants have been unjustly enriched as a result of
16 their unlawful acts or practices. Absent injunctive relief by this Court, Defendants
17 are likely to continue to injure consumers, reap unjust enrichment, and harm the
18 public interest.

19 THIS COURT'S POWER TO GRANT RELIEF

20 129.

PRAYER FOR RELIEF

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2 Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15
3 U.S.C. § 53(b), Section 5 of ROSCA, 15 U.S.C. § 8404, Section 918(c) of EFTA,
4 15 U.S.C. § 1693o(c), Section 6 of the Telemarketing Act, 15 U.S.C. § 6105, and
5 the Court's own equitable powers, requests that the Court

6 Award Plaintiff such preliminary injunctive and ancillary relief as
7 may be necessary to avert the likelihood of consumer injury during the pendency
8 of this action and to preserve the possibility of effective verification of the



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