



1 and )  
 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 )  
 28 )

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

1. The FTC brings this action under Sections 13(b) and 19 of the Federal  
 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing  
 and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C.  
 §§ 6101-6108, and the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601-1666j, 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 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the Telemarketing Sales Rule  
 (“TSR”), 16 C.F.R. Part 310; or TILA, and its implementing Regulation Z, 12 C.F.R.  
 Part 1026, in connection with marketing, promotion, offering for sale, sale, and  
 extension of credit for the purchase of student loan debt relief services.

**SUMMARY OF THE CASE**

2. Plaintiff alleges violations of various consumer protection statutes in  
 connection with the sale of student loan debt relief services and the financing of the  
 fees that were charged for those services. As set forth in Counts I-VI below, this  
 Complaint alleges law violations on the part of the sellers of these services—Student  
 Advocates Team, LLC (“SAT”), Progress Advocates Group, LLC dba Student  
 Advocates (“PAG”), Student Advocates Group (“SAG”), and Assurance Solutions  
 Services, LLC (“ASSL”) (referred to collectively herein as the “Corporate Debt  
 Relief Defendants”)—and their owners—Bradley J. Hunt (“Hunt”) and Sean Q.

1 Lucero (“Lucero”) (collectively with Corporate Debt Relief Defendants, referred to  
2 herein as “Debt Relief Defendants”), as well as violations on the part of the company  
3 that extended credit to pay for the Corporate Debt Relief Defendants’ fees, Equitable  
4 Acceptance Corporation (“EAC”).

5 3. The alleged violations by the Debt Relief Defendants, as described in  
6 more detail below, include:

- 7 a. violating the FTC Act and the TSR by making deceptive  
8 representations regarding Corporate Debt Relief Defendants’ services  
9 and the payment that consumers were, or were not, required to make;  
10 and  
11 b. violating the TSR by requesting or receiving payment in advance of  
12 fully performing the debt relief service.

13 4. The alleged violations by EAC include:

- 14 a. violating the TSR by assisting and facilitating Debt Relief Defendants  
15 in their violations of the TSR, while knowing or consciously avoiding  
16 knowing that Debt Relief Defendants were engaged in such  
17 violations; and  
18 b. violating TILA and Regulation Z by failing to clearly and  
19 conspicuously make written disclosures that are required by TILA  
20 and Regulation Z.

21 **JURISDICTION AND VENUE**

22 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331,  
23 1337(a), and 1345.

24 6. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2),  
25 (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

26 **PLAINTIFF**

27 7. The FTC is an independent agency of the United States Government  
28 created by statute. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC

1 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
2 affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C.  
3 §§ 6101–6108. Pursuant to the Telemarketing Act, the FTC promulgated and  
4 enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive  
5 telemarketing acts or practices in or affecting commerce. The FTC also enforces  
6 TILA, 15 U.S.C. § 1601 *et seq.*, and its implementing Regulation Z, 12 C.F.R. Part  
7 1026, which establishes, *inter alia*, disclosure and calculation requirements for  
8 consumer credit transactions and advertisements.

9 8. The FTC is authorized to initiate federal district court proceedings, by its  
10 own attorneys, to enjoin violations of the FTC Act, the TSR, and TILA, and to secure  
11 such equitable relief as may be appropriate in each case, including rescission or  
12 reformation of contracts, restitution, the refund of monies paid, and the disgorgement  
13 of ill-gotten monies. 15 U.S.C. §§ 53(b), 57b, 6102(c), and 1607(c).

14 **DEFENDANTS**

15 *The Corporate Debt Relief Defendants*

16 9. Student Advocates Team, LLC (“SAT”) is a Delaware limited liability  
17 company. It has operated out of 3100 Bristol Parkway, Suite 300, Costa Mesa, CA  
18 92626 and currently has its principal place of business at 95 Enterprise, Aliso Viejo,  
19 CA 92656. SAT transacts or has transacted business in this District and throughout  
20 the United States. At times material to this Complaint, acting alone or in concert with  
21 others, SAT has marketed, promoted, offered for sale, sold, financed, or extended  
22 credit for, the purchase of student debt relief products or services to consumers  
23 throughout the United States. SAT is a successor in interest to each of the Corporate  
24 Debt Relief Defendants; it had common ownership, managers, employees, business  
25 functions, and office location as the Corporate Debt Relief Defendants and continues  
26 to handle each entities’ customer accounts.

27 10. Progress Advocates Group, LLC (“PAG”) is a Delaware limited liability  
28 company, also doing business as Student Advocates. It has operated out of 3100

1 Bristol Parkway, Suite 300, Costa Mesa, CA 92626; 615 N. Nash Street, Suite 202A,  
2 El Segundo, CA 90245; and currently has its principal place of business at 95  
3 Enterprise, Aliso Viejo, CA 92656. PAG transacts or has transacted business in this  
4 District and throughout the United States. At times material to this Complaint, acting  
5 alone or in concert with others, PAG has marketed, promoted, offered for sale, sold,  
6 financed, or extended credit for, the purchase of student debt relief products or  
7 services to consumers throughout the United States.

8 11. Student Advocates Group, LLC (“SAG”) is a Delaware limited liability  
9 company. It has operated out of 3100 Bristol Parkway, Suite 300, Costa Mesa, CA  
10 92626 and currently has its principal place of business at 95 Enterprise, Aliso Viejo,  
11 CA 92656. SAG transacts or has transacted business in this District and throughout  
12 the United States. At times material to this Complaint, acting alone or in concert with  
13 others, SAG has marketed, promoted, offered for sale, sold, financed, or extended  
14 credit for, the purchase of student debt relief products or services to consumers  
15 throughout the United States.

16 12. Assurance Solution Services, LLC (“ASSL”) is a Delaware limited  
17 liability company. It has operated out of 3100 Bristol Parkway, Suite 300, Costa  
18 Mesa, CA 92626. ASSL transacts or has transacted business in this District and  
19 throughout the United States. At times material to this Complaint, acting alone or in  
20 concert with others, ASSL has marketed, promoted, offered for sale, sold, financed,  
21 or extended credit for, the purchase of student debt relief products or services to  
22 consumers throughout the United States.

23 13. Corporate Debt Relief Defendants SAT, PAG, SAG, and ASSL  
24 conducted business under the name “Student Advocates” and each of them used that  
25 name when marketing and offering their services to consumers.

26 *Individual Defendants*

27 14. Bradley Jason Hunt, also known as Brad Hunt (“Hunt”), is or has served  
28 as an owner, Member, and/or President and participated in and managed the day-to-

1 day business operations of each of the Corporate Debt Relief Defendants. Hunt  
2 formed each entity; set up bank accounts and business relationships; and served as  
3 signatory on their bank accounts. Hunt received consumer complaints against the  
4 Corporate Debt Relief Defendants, and was also alerted to consumer complaints that  
5 Defendant EAC received from customers to whom EAC had extended credit to pay  
6 for the Corporate Debt Relief Defendants' services. At all times material to this  
7 Complaint, acting alone or in concert with others, Hunt formulated, directed,  
8 controlled, had the authority to control, or participated in the acts and practices of the  
9 Corporate Debt Relief Defendants, including the acts and practices set forth in this  
10 Complaint. Hunt resides in this District and, in connection with the matters alleged  
11 herein, transacts or has transacted business in this District and throughout the United  
12 States.

13 15. Sean Quincy Lucero ("Lucero") is or has served as an owner and  
14 Member of the Corporate Debt Relief Defendants. Lucero formed the Corporate  
15 Debt Relief Defendants and served as signatory on their bank accounts. Lucero  
16 provided capital contributions, promissory notes and personal guarantees on behalf of  
17 each of the Corporate Debt Relief Defendants and also entered agreements on the  
18 their behalf. He participated in meetings with EAC about the student debt relief  
19 industry and high-level discussions about the Corporate Debt Relief Defendants'  
20 business. He was aware of and developed concern about multiple state attorney  
21 general inquiries into their business practices, yet proceeded to create and fund  
22 several of the Corporate Debt Relief Defendants. At all times material to this  
23 Complaint, acting alone or in concert with others, Lucero had the authority to control,  
24 or participated in the acts and practices of the Corporate Debt Relief Defendants,  
25 including the acts and practices set forth in this Complaint. Lucero resides in this  
26 District and, in connection with the matters alleged herein, transacts or has transacted  
27 business in this District and throughout the United States.

28

*Equitable Acceptance Corporation*

1  
2 16. Defendant Equitable Acceptance Corporation (“EAC”) is a Minnesota  
3 corporation whose principal place of business is 1200 Ford Road, Minnetonka, MN,  
4 55305. EAC transacts or has transacted business in this District and throughout the  
5 United States. At all times material to this Complaint, acting alone or in concert with  
6 others, EAC, pursuant to an agreement with the Corporate Debt Relief Defendants,  
7 extended credit to consumers to pay for the Corporate Debt Relief Defendants’  
8 services. EAC also received and responded to consumer complaints related to its  
9 business with the Corporate Debt Relief Defendants, and responded to consumer  
10 complaints submitted to the Minnesota branch of the Better Business Bureau and  
11 from the Consumer Financial Protection Bureau regarding the Corporate Debt Relief  
12 Defendants’ deceptive sales tactics.

13 **COMMON ENTERPRISE**

14 17. The Corporate Debt Relief Defendants have operated as a common  
15 enterprise while engaging in the deceptive acts and practices and other violations of  
16 law alleged below. The Corporate Debt Relief Defendants have conducted the  
17 business practices described below through an interrelated network of companies that  
18 have common ownership, officers, managers, business functions, employees, and  
19 office locations, and that have commingled funds. Because the Corporate Debt Relief  
20 Defendants have operated as a common enterprise, each of the Corporate Debt Relief  
21 Defendants is jointly and severally liable for the acts and practices alleged below.

22 18. Individual Defendants Bradley Jason Hunt and Sean Quincy Lucero  
23 have formulated, directed, controlled, had the authority to control, or participated in  
24 the acts and practices of the Corporate Debt Relief Defendants that constitute the  
25 common enterprise.  
26  
27  
28

1 **COMMERCE**

2 19. 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 DECEPTIVE BUSINESS PRACTICES**

6 *Overview*

7 20. Starting in late 2014, the Debt Relief Defendants operated a nationwide  
8 debt relief telemarketing scam preying on thousands of consumers struggling with  
9 student loan debt. Unless otherwise noted, acts and practices described in this  
10 Complaint occurred during November 2014 through the present. References herein  
11 to the practices of “Corporate Debt Relief Defendants” refer to the practices of each  
12 of the Corporate Debt Relief Defendants.

13 21. During telephone calls with consumers, the Corporate Debt Relief  
14 Defendants represented that consumers were qualified under a federal program, for  
15 which consumers would enroll through the Corporate Debt Relief Defendants, to  
16 receive forgiveness of all or part of their student loan balances, or to receive a  
17 permanent reduction of the monthly payments that consumers were required to make  
18 on their student loans. In fact, in most instances, consumers were unlikely to qualify  
19 for government loan forgiveness programs and/or could not guarantee a permanent  
20 reduction in their monthly payments.

21 22. During these same calls, the Corporate Debt Relief Defendants also  
22 represented that payment amounts they quoted to consumers would go toward paying  
23 the consumer’s student loan balances, when, in fact, all or part of the quoted amounts  
24 would go toward paying the Corporate Debt Relief Defendants’ \$1,300-1,400 fee.

25 23. The Corporate Debt Relief Defendants charged illegal advance fees for  
26 their purported debt relief services.

27 24. Defendant EAC provided substantial assistance to each of the Corporate  
28 Debt Relief Defendants by extending credit in the form of a high-interest loan to

1 many of the Corporate Debt Relief Defendants' customers to pay for their services.  
2 EAC extended credit to customers of the Corporate Debt Relief Defendants who met  
3 EAC's criteria for creditworthiness, and EAC collected monthly payments from those  
4 customers.

5 25. While assisting each of the Corporate Debt Relief Defendants, EAC  
6 knew, or consciously avoided knowing, that the Corporate Debt Relief Defendant  
7 was making the deceptive representations described in this Complaint. EAC also  
8 knew, or consciously avoided knowing, that each Corporate Debt Relief Defendant  
9 was requesting and receiving fees from its credit customers prior to the time that  
10 consumers had received the promised debt relief service and had made at least one  
11 payment under a new payment plan.

12 26. In extending loans to customers of each of the Corporate Debt Relief  
13 Defendants, EAC failed to include essential disclosures in the credit contracts that  
14 consumers signed, such as the amount financed, the finance charge (the dollar amount  
15 that the credit was going to cost the consumer), and the total of payments (the amount  
16 that consumers would have to pay in total for the Corporate Debt Relief Defendants'  
17 service combined with the price of the credit).

18 **Background on Student Loan Repayment and Forgiveness Programs**

19 27. Student loan debt is the second largest class of consumer debt; more than  
20 42 million Americans collectively owe approximately \$1.5 trillion. The student loan  
21 market shows elevated levels of distress relative to other types of consumer debt.

22 28. To address this mounting level of distressed debt, the U.S. Department  
23 of Education ("ED") and state government agencies administer a limited number of  
24 student loan forgiveness and discharge programs. Most consumers, however, are not  
25 eligible for these programs because of strict eligibility requirements. For example,  
26 one program requires the consumer to demonstrate total and permanent disability;  
27 another applies to consumers whose school closed while the consumer was still  
28 enrolled. A third program, the Borrower Defense to Repayment ("BDR"), may

1 provide a loan discharge if the school, through an act or omission, violated state law  
2 directly related to the borrower's federal student loan or to the educational services  
3 for which the loan was provided.

4 29. Other forgiveness programs require working in certain professions for a  
5 period of years. Teacher Loan Forgiveness applies to teachers who have worked full-  
6 time for five years in a low-income elementary or secondary school or educational  
7 service agency. Public Service Loan Forgiveness ("PSLF") applies to employees of  
8 governmental units or non-profit organizations who make timely monthly payments  
9 for a period of ten years while employed in the public sector.

10 30. The federal government also offers potential loan forgiveness through  
11 income-driven repayment ("IDR") programs that enable borrowers to reduce their  
12 monthly payments. IDR programs allow eligible borrowers to limit their monthly  
13 payments based on a percentage of their discretionary monthly income. To remain in  
14 an IDR program, borrowers must recertify their income and family size each year.  
15 Obtaining forgiveness through IDR programs requires a minimum of 20 to 25 years  
16 of qualifying payments.

17 31. Because a borrower's income is likely to fluctuate over the life of the  
18 loan, monthly payments under the IDR programs can vary considerably from year to  
19 year. If a borrower's income were to increase over the repayment period, for  
20 example, the monthly payment amount could correspondingly increase to the point  
21 where those payments would pay off the loan before any amount could be forgiven at  
22 the end of the repayment term.

23 32. Consumers can apply for BDR, PSLF, IDR, and other loan repayment  
24 and forgiveness or discharge programs through ED or their student loan servicers at  
25 no cost; these programs do not require the assistance of a third-party or the payment  
26 of application fees.

27  
28

1 33. ED will grant forbearance while processing applications for an  
2 alternative repayment plan, and in some cases of hardship. During forbearance,  
3 unpaid interest adds to the principal balance.

4 34. ED also allows consumers with multiple federal loans to consolidate  
5 them into one “Direct Consolidation Loan” with a fixed interest rate and a single  
6 monthly payment. ED does not charge for consolidation and offers a dedicated  
7 helpline and webpage to assist borrowers with the process.

8 **The Corporate Debt Relief Defendants’ Deceptive Representations**  
9 **Regarding Loan Relief and Forgiveness**

10 35. The Corporate Debt Relief Defendants used lead generators, online  
11 advertisements, and social media, among other tools, to gather information about  
12 consumers struggling to make their monthly student loan payments. The  
13 advertisements touted the availability of payment relief and loan forgiveness  
14 programs available from the federal government. In some instances, consumers  
15 entered their contact information on a landing page to receive further information,  
16 after which they received a call from one of the Corporate Debt Relief Defendants.  
17 In other instances, consumers simply called the toll-free number available in the  
18 advertisement and were then connected to one of the Corporate Debt Relief  
19 Defendants.

20 36. The telemarketing calls between Corporate Debt Relief Defendants and  
21 consumers—which were the primary means by which each of the Corporate Debt  
22 Relief Defendants sold its services to consumers—were lengthy, typically lasting 30  
23 minutes to over an hour. Toward the beginning of each call, the Corporate Debt  
24 Relief Defendants told consumers that they could provide the exact amount of the  
25 new reduced payment and/or loan forgiveness the consumer was eligible to receive  
26 under federal law.

27 37. During sales calls, the Corporate Debt Relief Defendants quoted  
28 consumers a new reduced monthly student loan payment for which the consumer had

1 purportedly qualified, which the Corporate Debt Relief Defendants represented was  
2 for the term of the loan. The Corporate Debt Relief Defendants represented that,  
3 upon expiration of that term, the consumer's remaining balance would be forgiven.  
4 In some instances, the Corporate Debt Relief Defendants quoted consumers specific  
5 amounts that they would save, usually in the thousands of dollars, by enrolling in the  
6 program.

7 38. Representations by the Corporate Debt Relief Defendants that they were  
8 able to procure a permanent reduction in consumers' monthly payments, or that  
9 consumers had qualified for forgiveness, were false or unsubstantiated because none  
10 of ED's IDR programs guarantees consumers a fixed, reduced monthly payment for  
11 more than a year or guarantees any forgiveness. Under ED's IDR programs, monthly  
12 payments fluctuate based on a consumer's income in a given year, which the  
13 consumer must report annually. Additionally, whether forgiveness is available at the  
14 end of the term, and the amount of any such forgiveness, depends on the total amount  
15 that consumers have paid—and the amount that remains unpaid—at the end of the  
16 term, which in most instances is 20 to 25 years. Because the Corporate Debt Relief  
17 Defendants could not predict consumers' income over a 20-year period, they did not  
18 have an adequate basis for making representations concerning the amount of  
19 forgiveness consumers would receive, or the size of the monthly payments that a  
20 consumers would be required to make in future years. In many cases, a consumer's  
21 income will rise over the repayment period, and, as the consumer's income rises, so  
22 will the monthly payment for the following year. Any representation of a forgiveness  
23 amount based on a consumer's current income is, therefore, likely to be overstated.

24 **Misrepresentations by the Corporate Debt Relief Defendants**  
25 **Regarding Their Fees**

26 39. The discussion of fees in the Corporate Debt Relief Defendants' sales  
27 pitches was misleading, not only because of direct misrepresentations, but also  
28

1 because the Corporate Debt Relief Defendants’ sales pitches in general obfuscated  
2 how much consumers would be paying to whom and for what.

3 40. In numerous instances the Corporate Debt Relief Defendants  
4 misrepresented that the payment amount they quoted would be going toward  
5 consumers’ student loans rather than toward paying a fee.

6 41. The Corporate Debt Relief Defendants also never advised consumers  
7 who signed EAC credit contracts that they would be paying interest on the EAC loan  
8 to pay the Corporate Debt Relief Defendants’ \$1,300–1,400 fee or that the annual  
9 percentage rate of that loan was typically between 17% and 22%. And in some  
10 instances the Corporate Debt Relief Defendants led consumers to believe that  
11 payment of the \$1,300–1,400 fee was required for acceptance into a new loan  
12 repayment program.

13 42. One of the ways the Corporate Debt Relief Defendants misled  
14 consumers was through their use of the terms “program,” “entitled,” “approval,”  
15 “enrollment,” and “qualify.” The Corporate Debt Relief Defendants used these terms  
16 in different ways and at different times to create the impression that they were  
17 referring to qualification or approval for, or enrollment in, an ED program, or were  
18 referring to the consumer’s new student loan payment, when in fact they were  
19 referring to qualification for a loan from EAC to pay the Corporate Debt Relief  
20 Defendants’ fee, or referring to the monthly payment on the EAC loan.

21 43. For example, when the Corporate Debt Relief Defendants told  
22 consumers the new monthly payment that the consumer was “qualified” for or had  
23 been “approved for,” they quoted an amount that included both the monthly estimated  
24 student loan payment pursuant to an IDR plan and a monthly payment for the  
25 Defendants’ fee. However, the Corporate Debt Relief Defendants presented this  
26 monthly payment simply as “the payment you qualify for” or as a “total monthly  
27 payment.” For customers whose estimated new student loan payment was zero, the  
28 amount of “the payment you qualify for” was solely the monthly payment to EAC for

1 the Corporate Debt Relief Defendants' fee, and did not include any payment toward  
2 the student loan.

### 3 **Electronically Signing Defendants' Contracts**

4 44. During the sales call, consumers were sent an email with links to  
5 contracts to sign electronically. The Corporate Debt Relief Defendants used a script  
6 to walk consumers through the electronic signing process. The scripts prompted the  
7 Corporate Debt Relief Defendants' telemarketers to focus consumers on only those  
8 portions of the document that the consumer was required to sign electronically. After  
9 consumers applied their electronic signature in a box, the telemarketers would guide  
10 them immediately to the next place in the document with a box for the consumer's  
11 signature or initials. Corporate Debt Relief Defendants directed consumers to click  
12 the boxes without any suggestion that the consumer read the contract. In some  
13 instances, the Corporate Debt Relief Defendant assured consumers that the  
14 documents merely memorialized what the consumer had been told previously during  
15 the call.

16 45. One of the documents consumers were required to sign electronically  
17 was the Corporate Debt Relief Defendants' lengthy form contract (the "Debt Relief  
18 Agreement"). All of the Corporate Debt Relief Defendants used substantially  
19 identical Debt Relief Agreements. While on the phone with consumers, the  
20 Corporate Debt Relief Defendants pressured them to quickly click through and  
21 electronically sign or initial multiple pages of the Debt Relief Agreement. Contrary  
22 to assurances by the Corporate Debt Relief Defendants, the Debt Relief Agreement  
23 that consumers electronically signed did not in fact accurately reflect the  
24 representations that the Corporate Debt Relief Defendants had made or the  
25 impressions that they had conveyed to consumers during the sales call. In many  
26 instances, the Debt Relief Agreement contradicted or was inconsistent with direct  
27 representations made to consumers during the sales pitch. For example, according to  
28 the Debt Relief Agreement, the service that the Corporate Debt Relief Defendant was

1 agreeing to provide consisted of “document preparation services to assist consumers  
2 who are applying for federal student loan programs using Department of Education  
3 (DOE) forms.” The Corporate Debt Relief Defendants never stated or even implied  
4 during their lengthy sales pitches touting loan forgiveness and permanent payment  
5 relief that they only filled out forms for ED programs. To the contrary, the Corporate  
6 Debt Relief Defendants geared their sales pitches toward convincing often reluctant  
7 and financially struggling consumers that they would obtain permanent debt relief  
8 from unaffordable monthly loan payments. The Debt Relief Agreements also  
9 imposed an obligation on consumers to pay for the Corporate Debt Relief  
10 Defendants’ services.

11 46. During telemarketing calls with consumers whose credit checks  
12 prequalified them for the EAC loan to pay the Corporate Debt Relief Defendants’ fee,  
13 these consumers also received an email link to electronically sign EAC’s credit  
14 contract and other materials (referred to collectively herein as the “Credit Plan”  
15 documents). The Corporate Debt Relief Defendants similarly rushed consumers  
16 through the electronic signing of the EAC Credit Plan without reviewing the terms in  
17 the agreement with consumers, or providing consumers an opportunity to do so  
18 themselves. The EAC Credit Plan documents and disclosures are discussed in more  
19 detail below.

20 **The Corporate Debt Relief Defendants Requested and Received**  
21 **Their Fee in Advance of Performance**

22 47. During the relevant time period, the Corporate Debt Relief Defendants  
23 collected their fee of over \$1,300 from their customers in one of two ways: (1) by  
24 way of the loan that EAC extended to the Corporate Debt Relief Defendants’  
25 customers; and (2) directly, through what the Corporate Debt Relief Defendants  
26 referred to as “cash” or “trust” deals. Under both payment methods, the Corporate  
27 Debt Relief Defendants requested or received payment of their fee in advance of  
28 completing their debt relief service.

*Credit Payment Through EAC*

1  
2 48. Consumers who met EAC’s prequalification criteria for the EAC loan  
3 received a Debt Relief Agreement requiring payment but stating that payment of the  
4 Corporate Debt Relief Defendants’ fee would be made by a third party through a  
5 separate “Credit Plan” that the consumer (concurrently) executed with the third party  
6 (i.e., EAC). The consumer would then receive the EAC Credit Plan documents  
7 directly from EAC, which stated that the agreement “governs all purchases” that the  
8 consumer made from the seller, which was identified as the Corporate Debt Relief  
9 Defendant. The Credit Plan documents also provided that, except for a three-day  
10 cancellation right, all sales were final.

11 49. Shortly after EAC received consumers’ electronically signed Credit Plan  
12 documents and approved them for financing, EAC paid the consumer’s fee to the  
13 Corporate Debt Relief Defendant that had enrolled the consumer. As EAC described  
14 it, EAC paid to the Corporate Debt Relief Defendant “an agreed amount to satisfy the  
15 consumer’s obligation to [the Debt Relief Defendant].” EAC paid this amount to the  
16 Corporate Debt Relief Defendants before they had completed their debt relief service.

17 50. Pursuant to the Credit Plan documents, consumers who were approved  
18 for financing by EAC were loaned \$1,300 to \$1,400 by EAC and were obligated to  
19 make monthly installment payments to EAC, which were typically \$39 to \$49. The  
20 Corporate Debt Relief Defendants, while on sales calls with consumers, obtained  
21 consumers’ bank, debit, or other payment information, which the Corporate Debt  
22 Relief Defendants then provided to EAC.

23 51. EAC’s general policy and practice was to start billing consumers 45 to  
24 75 days after the consumer signed the Credit Plan documents. Later, EAC changed  
25 its practice and started billing consumers upon hearing from the relevant Corporate  
26 Debt Relief Defendant that the consumer’s application for a consolidation or  
27 repayment plan had been submitted to ED on the consumer’s behalf, and that ED had  
28 approved the application. Starting in mid-2016, EAC started requiring some lower-

1 credit consumers to pay a \$150 deposit immediately; EAC began billing these  
2 consumers when EAC heard from the relevant Corporate Debt Relief Defendant that  
3 ED had approved the consumer's application. Before sending its first bill to  
4 consumers, EAC did not require any documents to verify that the consumer had  
5 actually been enrolled in any consolidation or repayment plan. EAC's policy and  
6 practice was not, therefore, to refrain from billing consumers until after they had been  
7 approved and had made their first payment under the new repayment program or  
8 consolidated loan. In many instances, EAC sent bills to consumers even when the  
9 Corporate Debt Relief Defendant that had contracted with the consumer had not  
10 submitted the consumer's application to ED or before ED had approved the  
11 consumer's application. EAC's policy and practice was not, therefore, to wait until  
12 after Corporate Debt Relief Defendants fully performed their debt relief services for  
13 the customers before sending bills to those customers.

14 52. As a general rule, customers of the Corporate Debt Relief Defendants  
15 were unable to cancel their obligation to pay for debt relief services following the  
16 three day cancellation period, and, therefore, were not able to terminate their  
17 contracts at will at any point prior to making their first payment under a new IDR  
18 plan. EAC's policy was not to let consumers out of their payment obligation,  
19 advising consumers who wanted to cancel that they were outside of the three-day  
20 cancellation period, and often directing these consumers back to the Corporate Debt  
21 Relief Defendant who had sold the debt relief services to the consumer. The  
22 Corporate Debt Relief Defendants often advised consumers who wanted to cancel  
23 that they owed EAC and that the Corporate Debt Relief Defendant could not cancel  
24 that obligation.

25 53. Because EAC was paying consumers' fees to the Corporate Debt Relief  
26 Defendants who had sold them debt relief services, EAC knew that the Corporate  
27 Debt Relief Defendants were receiving their fees prior to completing the debt relief  
28 services for consumers. In light of EAC's billing policy, EAC also knew, or

1 consciously avoided knowing, that, when it sent its first loan bill to consumers, it was  
2 billing consumers for the Corporate Debt Relief Defendants' fees before the  
3 consumer had made at least one payment pursuant to a new payment plan from ED  
4 and before the Corporate Debt Relief Defendants had fully performed their debt relief  
5 services.

6 *Cash Payment*

7 54. Throughout 2016, the Corporate Debt Relief Defendants also took  
8 payment by cash, or cash equivalent, up front from consumers who did not enter into  
9 a Credit Plan with EAC.

10 55. Under this "cash" model, the Corporate Debt Relief Defendants typically  
11 imposed upon and charged their customers an initial fee of \$495. The Corporate  
12 Debt Relief Defendants required this payment to be made before they started work on  
13 customers' applications. Corporate Debt Relief Defendants then collected the  
14 remainder of their fee through monthly payments of \$39 to \$49.

15 56. The Corporate Debt Relief Defendants obtained from these customers  
16 their bank, debit or other payment information during the telemarketing call.

17 57. The Corporate Debt Relief Defendants claimed that they placed  
18 payments they received from these customers into a "trust" or "special purpose"  
19 account and waited to take control of those funds until after they submitted the  
20 consumer's IDR paperwork to ED. However, the Corporate Debt Relief Defendants  
21 provided these customers with little or no information about the trust account holding  
22 the money the customers had paid to the Corporate Debt Relief Defendants. These  
23 customers did not own or have control over or access to the funds that were  
24 purportedly being held in these accounts. Consumers were not entitled to return of  
25 those funds, even if they terminated the debt relief service prior to performance of the  
26 Corporate Debt Relief Defendants' debt relief services.

27  
28



1 fashion as it had been doing business with the Corporate Debt Relief Defendants  
2 throughout 2015.<sup>1</sup> Hunt introduced several dealers to EAC. By this time, EAC knew  
3 or should have known that the sales model that each of the dealers would follow was  
4 deceptive. EAC had already received consumer complaints regarding deceptive sales  
5 practices on the part of one or more of the Corporate Debt Relief Defendants.  
6 Despite these complaints, EAC relied on Hunt as the “industry expert” to vet and to  
7 train new dealers. Moreover, EAC failed to conduct an independent review of Hunt’s  
8 training or the new dealers’ sales practices.

9 **EAC Assistance to the Corporate Debt Relief Defendants’**

10 **Deceptive Scheme Was Substantial**

11 61. The assistance that EAC provided to the Corporate Debt Relief  
12 Defendants’ deceptive telemarketing operations was substantial and allowed the  
13 Corporate Debt Relief Defendants to grow over the relevant time period. The  
14 Corporate Debt Relief Defendants viewed the EAC partnership as critical to their  
15 business because the EAC-loan model essentially provided them with immediate cash  
16 to support operations, without requiring the Corporate Debt Relief Defendants to  
17 directly collect fees from their customers. As an additional benefit to the Corporate  
18 Debt Relief Defendants, EAC handled all collections and related issues for payments  
19 from consumers who obtained financing from EAC. In addition, shifting consumers’  
20 payment obligations to EAC allowed the Corporate Debt Relief Defendants to deflect  
21 consumer complaints and cancellation requests by pointing consumers to EAC to  
22 seek resolution.

23 **EAC Ignored Red Flags**

24 62. After the start of its business relationship with the Corporate Debt Relief  
25 Defendants, EAC received consumer complaints about one or more of these

26 \_\_\_\_\_  
27 <sup>1</sup> One of these companies was Manhattan Beach Venture, LLC (“MBV”). Plaintiff recently filed a lawsuit in this  
28 District against MBV and EAC in which Plaintiff makes allegations that are substantially similar to the allegations in  
the instant Complaint. *See FTC v. Manhattan Beach Venture, LLC*, Case No. \_\_\_\_\_.

1 commonly owned Corporate Debt Relief Defendants and about other student loan  
2 relief dealers with which EAC did business. EAC received complaints directly from  
3 consumers, as well as complaints that were forwarded from the Better Business  
4 Bureau (BBB) and the Bureau of Consumer Financial Protection. The complaints  
5 claimed, among other things, that one or more of the Corporate Debt Relief  
6 Defendants or other dealers engaged in misleading sales tactics and that the consumer  
7 had not authorized the EAC loan. The BBB had also received numerous complaints  
8 about EAC from customers of one or more of the Corporate Debt Relief Defendants.  
9 The content and volume of complaints that the BBB received against student loan  
10 debt relief companies with which EAC did business became such an issue that, in  
11 August 2016, the Minnesota BBB contacted EAC and alerted EAC to the high  
12 volume of consumer complaints it had received and the apparently deceptive nature  
13 of their sales tactics. Despite these consumer complaints and the BBB's warning,  
14 EAC continued to assist the Corporate Debt Relief Defendants by extending  
15 financing to new customers of the Corporate Debt Relief Defendants. EAC  
16 continued to finance these sales up until the time Hunt and Lucero's company, SAT,  
17 stopped making direct sales to consumers in 2017. EAC has continued to collect  
18 monthly payments from Corporate Debt Relief Defendants' customers who have  
19 many months left on their 36- to 48-month loan terms.

20 63. EAC never reviewed or asked to see the sales scripts that any of the  
21 Corporate Debt Relief Defendants used. Nor did EAC ever listen to or even ask any  
22 of the Corporate Debt Relief Defendants for recordings of their sales calls. Instead,  
23 EAC continued to work with the Debt Relief Defendants to expand their businesses.

#### 24 **Failure of EAC's Credit Contract to Make Essential Disclosures**

25 64. EAC's Credit Plan documents typically included pages entitled: "Credit  
26 Request Authorization"; "Equitable Acceptance Revolving Credit Plan"; "Revolving  
27 Credit Plan"; "Purchase Agreement"; "Equitable Acceptance Corporation Privacy  
28 Policy"; and "Notice of Cancellation." Over 31,000 customers of the Corporate Debt

1 Relief Defendants signed EACs Credit Plan documents. These signed agreements  
2 created a credit obligation between the customers and EAC.

3 65. TILA requires that creditors clearly and conspicuously disclose a  
4 number of significant terms in closed-end credit transactions, such as the amount  
5 being financed; the finance charge (the dollar amount that the credit was going to cost  
6 the consumer); the number, amounts and timing of payments scheduled to repay the  
7 obligation; and the total of payments (the amount that consumers would have to pay  
8 for the Corporate Debt Relief Defendants' services combined with the price of the  
9 credit). EAC failed to include these terms in its Credit Plan documents.

10 **EAC Was the Original Creditor under the Credit Plan Documents**

11 66. The EAC Credit Plan documents were designed to create the appearance  
12 that EAC was an assignee, and that the Corporate Debt Relief Defendant that had  
13 made the sale to the consumer was the assignor, of the consumer's credit contract.  
14 Under TILA, assignees of credit contracts are generally subject to less liability than  
15 original creditors, limited to only those violations apparent on the face of the  
16 disclosure statement. However, EAC was not in fact an assignee of any of the Credit  
17 Plan documents. None of the Corporate Debt Relief Defendants signed or was a  
18 party to any of the Credit Plan documents, and, therefore, none of them could assign,  
19 and none of them ever did assign, any Credit Plan documents to EAC.

20 67. In truth, EAC was the original creditor under each Credit Plan because it  
21 regularly extends consumer credit that is subject to a finance charge and is the entity  
22 to whom the obligation was initially payable. It was EAC, through its electronic  
23 document signing vendor, that sent the EAC Credit Plan documents to consumers, not  
24 the Corporate Debt Relief Defendants; the footer on each page of the Credit Plan  
25 documents that consumers received made clear that "The original document is owned  
26 by Equitable Acceptance"; and it was EAC, not the Corporate Debt Relief  
27 Defendants, that received consumers' electronic signatures on the Credit Plan  
28 documents. EAC admitted that it extended credit to the customers of the Corporate

1 Debt Relief Defendants, that EAC and these consumers had a direct relationship, and  
2 that EAC and these consumers had a separate credit agreement.

3 **The Credit Plan Documents Created a Closed-End Extension of Credit**

4 68. Through use of terms such as “Revolving Credit” and other provisions,  
5 the Credit Plan documents were also designed to create the appearance of establishing  
6 an open-end extension of credit as that term is defined under TILA. TILA requires  
7 different and less numerically-specific disclosures for the extension of open-end  
8 credit in comparison with the requirements for non-closed-end credit transactions,  
9 such as loans.

10 69. Despite EAC’s efforts to create the appearance of an open-end credit  
11 transaction in its Credit Plan documents, EAC’s credit transactions with the  
12 customers of the Corporate Debt Relief Defendants were in fact closed-end credit  
13 transactions. Thus, EAC systematically engaged in “spurious open-end credit  
14 transactions” because it facially characterized the credit as open-end, when in fact it  
15 was closed-end.

16 70. Pursuant to the terms of the Credit Plan, the credit was extended for the  
17 purchase of a single product, the Corporate Debt Relief Defendants’ debt relief  
18 service.

19 71. The Credit Plan also required monthly payments of equal amounts.

20 72. EAC did not reasonably contemplate repeat transactions under the  
21 purported “revolving” Credit Plan. No customers of any of the Corporate Debt Relief  
22 Defendants have ever made any additional purchases using EAC’s Credit Plan. And  
23 none of the Corporate Debt Relief Defendants themselves—the only sellers from  
24 which consumers were authorized to make purchases under the Credit Plan—  
25 contemplated that consumers would make future purchases from them under the  
26 Credit Plan. None of the Corporate Debt Relief Defendants or EAC advertised,  
27 marketed, or sold any other goods or services that could be purchased under the  
28 Credit Plan.

1 73. In its communications with customers, EAC referred to the credit  
2 provided under the Credit Plan as “loans.”

3 74. Also, the amount of credit that was available to the consumers under the  
4 Credit Plan did not automatically and unequivocally replenish as consumers paid  
5 down their balances.

### 6 **Consumers’ Efforts to Cancel or Obtain Refunds**

7 75. A number of customers of the Corporate Debt Relief Defendants have  
8 stated that the specific Corporate Debt Relief Defendant from which they purchased  
9 the service and/or EAC have responded to their cancellation or refund requests with  
10 threats to send their accounts to collections, or to report negative information to the  
11 credit bureaus. In numerous instances, the Corporate Debt Relief Defendants and  
12 EAC canceled consumers’ obligations only after those consumers filed a complaint  
13 with law enforcement or consumer protection agencies. Other consumers have  
14 continued to pay EAC out of concern that negative information will be reported on  
15 their accounts to the credit bureaus.

16 76. Based on the facts and violations of law alleged in this Complaint, the  
17 FTC has reason to believe that Defendants are violating or are about to violate laws  
18 enforced by the Commission because, among other things: Defendants have  
19 knowingly engaged in their unlawful acts and practices repeatedly through numerous  
20 companies over a period of at least four years. To the extent any of the Corporate  
21 Debt Relief Defendants discontinued their unlawful conduct, they stopped their  
22 unlawful conduct only after the FTC and/or various state agencies contacted them and  
23 informed them of their investigations. Defendant SAT remains in the student debt  
24 relief business, and maintains the means, ability, and incentive to resume their  
25 unlawful conduct.

### 26 **THE FTC ACT**

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

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

3 **VIOLATIONS OF THE FTC ACT**

4 **COUNT I**

5 **Deceptive Student Loan Debt Relief Representation**

6 **(Against Debt Relief Defendants)**

7 79. In numerous instances in connection with the advertising, marketing,  
8 promotion, offering for sale, or sale of student loan debt relief services, Debt Relief  
9 Defendants have represented, directly or indirectly, expressly or by implication, that:

- 10 a. consumers had qualified for, or were approved to receive, loan  
11 forgiveness or other programs that would permanently lower or  
12 eliminate their loan payments or balances; and  
13 b. consumers' monthly payments to Defendants would be applied  
14 toward consumers' student loans.

15 80. In truth and in fact, in numerous instances in which Debt Relief  
16 Defendants have made the representations set forth in Paragraph 79 of this  
17 Complaint, such representations were false or not substantiated at the time Debt  
18 Relief Defendants made them.

19 81. Therefore, Debt Relief Defendants' representations set forth in  
20 Paragraph 79 of this Complaint are false or misleading and constitute deceptive acts  
21 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

22 **THE TELEMARKETING SALES RULE**

23 82. In 1994, Congress directed the FTC to prescribe rules prohibiting  
24 abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing  
25 Act, 15 U.S.C. §§ 6101-6108. The FTC adopted the original TSR in 1995,  
26 extensively amended it in 2003, and amended certain provisions thereafter. 16 C.F.R.  
27 Part 310.

28

1           83. Debt Relief Defendants are “seller[s]” or “telemarketer[s]” engaged in  
2 “telemarketing” as defined by the TSR, 16 C.F.R. § 310.2(dd), (ff), and (gg). A  
3 “seller” means any person who, in connection with a telemarketing transaction,  
4 provides, offers to provide, or arranges for others to provide goods or services to a  
5 customer in exchange for consideration. 16 C.F.R. § 310.2(dd). A “telemarketer”  
6 means any person who, in connection with telemarketing, initiates or receives  
7 telephone calls to or from a customer or donor. 16 C.F.R. § 310.2(ff).  
8 “Telemarketing” means a plan, program, or campaign which is conducted to induce  
9 the purchase of goods or services or a charitable contribution, by use of one or more  
10 telephones and which involves more than one interstate telephone call. 16 C.F.R.  
11 § 310.2(gg).

12           84. Debt Relief Defendants are sellers or telemarketers of “debt relief  
13 services” as defined by the TSR, 16 C.F.R. § 310.2(o). Under the TSR, a “debt relief  
14 service” means any program or service represented, directly or by implication, to  
15 renegotiate, settle, or in any way alter the terms of payment or other terms of the debt  
16 between a person and one or more unsecured creditors, including, but not limited to, a  
17 reduction in the balance, interest rate, or fees owed by a person to an unsecured  
18 creditor or debt collector. 16 C.F.R. § 310.2(o).

19           85. The TSR prohibits sellers and telemarketers from requesting or receiving  
20 payment of any fees or consideration for any debt relief service until and unless:

- 21           a. the seller or telemarketer has renegotiated, settled, reduced, or  
22           otherwise altered the terms of at least one debt pursuant to a  
23           settlement agreement, debt management plan, or other such valid  
24           contractual agreement executed by the customer; and
- 25           b. the customer has made at least one payment pursuant to that  
26           settlement agreement, debt management plan, or other valid  
27           contractual agreement between the customer and the creditor; and to  
28           the extent that debts enrolled in a service are renegotiated, settled,

1 reduced, or otherwise altered individually, the fee or consideration  
2 either:

- 3 i. bears the same proportional relationship to the total fee for  
4 renegotiating, settling, reducing, or altering the terms of the  
5 entire debt balance as the individual debt amount bears to the  
6 entire debt amount. The individual debt amount and the entire  
7 debt amount are those owed at the time the debt was enrolled in  
8 the service; or
- 9 ii. is a percentage of the amount saved as a result of the  
10 renegotiation, settlement, reduction, or alteration. The  
11 percentage charged cannot change from one individual debt to  
12 another. The amount saved is the difference between the amount  
13 owed at the time the debt was enrolled in the service and the  
14 amount actually paid to satisfy the debt. 16 C.F.R.  
15 § 310.4(a)(5)(i). 16 C.F.R. § 310.3(b).

16 86. The TSR prohibits sellers and telemarketers from misrepresenting,  
17 directly or by implication, in the sale of goods or services any of the following  
18 material information:

- 19 a. The total costs to purchase, receive or use, and the quantity of, any  
20 good or services that are the subject of a sales offer. 16 C.F.R.  
21 § 310.3(a)(2)(i); and
- 22 b. Any material aspect of any debt relief service, including, but not  
23 limited to, the amount of money or the percentage of the debt amount  
24 that a customer may save by using the service. 16 C.F.R.  
25 § 310.3(a)(2)(x).

26 87. The TSR also prohibits a person from providing substantial assistance or  
27 support to any seller or telemarketer when that person “knows or consciously avoids  
28

1 knowing” that the seller or telemarketer is engaged in any act or practice that violates  
2 § 310.3(a) or § 310.4.

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

7 89. Debt Relief Defendants have engaged in telemarketing by a plan,  
8 program, or campaign conducted to induce the purchase of goods or services by use  
9 of one or more telephones and which involves more than one interstate telephone call.

10 **VIOLATIONS OF THE TELEMARKETING SALES RULE**

11 **COUNT II**

12 **Advance Fee for Debt Relief Services in Violation of the TSR**

13 **(Against Debt Relief Defendants)**

14 90. In numerous instances, in connection with the telemarketing of student  
15 loan debt relief services, Debt Relief Defendants have requested or received payment  
16 of a fee or other consideration for debt relief services before:

- 17 a. the Defendant renegotiated, settled, reduced, or otherwise altered the  
18 terms of at least one debt pursuant to a settlement agreement, debt  
19 management plan, or other such valid contractual agreement executed  
20 by the customer; and  
21 b. the customer had made at least one payment pursuant to that  
22 settlement agreement, debt management plan, or other valid  
23 contractual agreement between the customer and the creditor.

24 91. Debt Relief Defendants’ acts or practices, as described in Paragraph 90  
25 of this Complaint, are abusive telemarketing acts or practices that violate Section  
26 310.4(a)(5)(i) of the TSR, 16 C.F.R. § 310.4(a)(5)(i).

27  
28

1 **COUNT III**

2 **Material Debt Relief Misrepresentations in Violation of the TSR**

3 **(Against Debt Relief Defendants)**

4 92. In numerous instances, in connection with the telemarketing of student  
5 loan debt relief services, the Debt Relief Defendants misrepresented, directly or  
6 indirectly, expressly or by implication, material aspects of their debt relief services,  
7 including, but not limited to that:

- 8 a. consumers had qualified for, or were approved to receive, loan  
9 forgiveness or other programs that would permanently lower or  
10 eliminate their loan payments or balances; and  
11 b. consumers' monthly payments to Defendants would be applied  
12 toward consumers' student loans.

13 93. The Debt Relief Defendants' acts and practices, as described in  
14 Paragraph 92 of this Complaint, are deceptive telemarketing acts or practices that  
15 violate Section 310.3(a)(2)(x) of the TSR, 16 C.F.R. § 310.3(a)(2)(x).

16 **COUNT IV**

17 **Assisting and Facilitating Deceptive and Abusive**

18 **Telemarketing Acts in Violation of the TSR**

19 **(Against EAC)**

20 94. In numerous instances, EAC provided substantial assistance or support  
21 to Debt Relief Defendants whom EAC knew, or consciously avoided knowing, were  
22 engaged in violations of the TSR set forth in Counts II-III of this Complaint.

23 95. EAC's acts or practices, as described in Paragraph 94 of this Complaint,  
24 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R.  
25 § 310.3(b).

26 **TILA AND REGULATION Z**

27 96. The purpose of the Truth in Lending Act is to "assure a meaningful  
28 disclosure of credit terms so that the consumer will be able to compare more readily

1 the various credit terms available to him and avoid the uninformed use of credit, and  
2 to protect the consumer against inaccurate and unfair credit billing and credit card  
3 practices.” 15 U.S.C. § 1601(a).

4 97. Under TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation  
5 Z, 12 C.F.R. Part 1026, creditors who extend “closed-end credit,” as defined in 12  
6 C.F.R. § 1026.2(a)(10), must comply with the applicable disclosure provisions of  
7 TILA and Regulation Z, including but not limited to, Sections 1026.17 and 1026.18  
8 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

9 98. “Creditor” means a person who regularly extends consumer credit that is  
10 subject to a finance charge or is payable by written agreement in more than four  
11 installments (not including a down payment), and to whom the obligation is initially  
12 payable, either on the face of the note or contract, or by agreement when there is no  
13 contract. 12 C.F.R. § 1026.2(a)(17). EAC is a creditor under TILA and Regulation Z  
14 because it extends consumer credit subject to a finance charge and the obligation is  
15 initially payable to EAC.

16 99. “Closed-end credit” means consumer credit other than open-end credit,  
17 and “[o]pen-end credit” is defined as “consumer credit extended by a creditor under a  
18 plan in which: (i) the creditor reasonably contemplates repeated transactions; (ii) the  
19 creditor may impose a finance charge from time to time on an outstanding unpaid  
20 balance; and (iii) the amount of credit that may be extended to the consumer during  
21 the term of the plan (up to any limit set by the creditor) is generally made available to  
22 the extent that any outstanding balance is repaid.” 12 C.F.R. §§ 1026.2(a)(10) and  
23 (a)(20). EAC extends closed-end credit (as opposed to open-end credit) to consumers  
24 under TILA and Regulation Z because the loans do not meet the requirements for  
25 open-end credit.

26 100. Sections 121(a) and (b) and 128 of TILA, 15 U.S.C. §§ 1631(a), (b) and  
27 1638(a), and Sections 1026.17(a) and 1026.18 of Regulation Z, 12 C.F.R.  
28 §§ 1026.17(a) and 1026.18, require creditors of closed-end consumer credit

1 transactions to clearly and conspicuously disclose in writing, among other things, the  
2 following about the loan: the identity of the creditor making the disclosures; the  
3 amount financed (“using that term and a brief description such as ‘the amount of  
4 credit provided to you on your behalf’”); the finance charge (“using that term, and a  
5 brief description such as ‘the dollar amount the credit will cost you’”); the annual  
6 percentage rate (“using that term, and a brief description such as ‘the cost of your  
7 credit as a yearly rate’”); the payment schedule (“the number, amounts and timing of  
8 payments scheduled to repay the obligation”); and the total of payments (“using that  
9 term, and a descriptive explanation . . . such as ‘the total price of your purchase on  
10 credit’”). These disclosures must reflect the terms of the legal obligations between  
11 the parties. 12 C.F.R. § 1026.17(c).

12 101. Pursuant to Section 108(c) of TILA, 15 U.S.C. § 1607(c), every  
13 violation of TILA and Regulation Z constitutes a violation of the FTC Act.

14 **COUNT V**

15 **Violations of TILA and Regulation Z**

16 **(Against EAC)**

17 102. In the course of extending credit to consumers who purchased services  
18 from Debt Relief Defendants, EAC has violated the requirements of TILA and  
19 Regulation Z by failing to clearly and conspicuously disclose in writing the following  
20 information so that the consumer can make an informed decision regarding the credit  
21 being offered:

- 22 a. the identity of the creditor making the disclosures;  
23 b. the amount financed (“using that term and a brief description such as  
24 ‘the amount of credit provided to you on your behalf’”);  
25 c. the finance charge (“using that term, and a brief description such as  
26 ‘the dollar amount the credit will cost you’”);  
27 d. the annual percentage rate (“using that term, and a brief description  
28 such as ‘the cost of your credit as a yearly rate’”);

- 1 e. the payment schedule (“the number, amounts and timing of payments  
2 scheduled to repay the obligation”); and  
3 f. the total of payments (“using that term, and a descriptive explanation  
4 . . . such as ‘the total price of your purchase on credit’”).

5 103. Therefore, EAC’s practices set forth in Paragraph 102 of this Complaint  
6 violate Sections 121 and 128 of TILA, 15 U.S.C. §§ 1631 and 1638, and Sections  
7 1026.17 and 1026.18 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

8 **CONSUMER INJURY**

9 104. Consumers throughout the United States have suffered and will continue  
10 to suffer substantial injury as a result of Debt Relief Defendants’ violations of the  
11 FTC Act and the TSR, and EAC’s violations of the TSR and TILA. In addition, Debt  
12 Relief Defendants and EAC have been unjustly enriched as a result of their unlawful  
13 acts or practices. Absent injunctive relief by this Court, Debt Relief Defendants and  
14 EAC are likely to continue to injure consumers, reap unjust enrichment, and harm the  
15 public interest.

16 **THE COURT’S POWER TO GRANT RELIEF**

17 105. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to  
18 grant injunctive and such other relief as the Court may deem appropriate to halt and  
19 redress violations of any provision of law enforced by the FTC. The Court, in the  
20 exercise of its equitable jurisdiction, may award ancillary relief, including rescission  
21 or reformation of contracts, restitution, the refund of monies paid, and the  
22 disgorgement of ill-gotten monies, to prevent and remedy any violation of any  
23 provision of law enforced by the FTC.

24 106. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the  
25 Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as  
26 the Court finds necessary to redress injury to consumers resulting from Debt Relief  
27 Defendants’ and EAC’s violations of the TSR, including the rescission or reformation  
28 of contracts, and the refund of money.

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  
28

**PRAYER FOR RELIEF**

Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), and the Court’s own equitable powers, requests that the Court:

- A. Award Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including a temporary and preliminary injunction, asset freeze, appointment of a receiver, an evidence preservation order, and expedited discovery;
- B. Enter a permanent injunction to prevent future violations of the FTC Act, the TSR, TILA and its implementing Regulation Z by Defendants;
- C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants’ violations of the FTC Act, the TSR, TILA and its implementing Regulation Z, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies;
- D. Award Plaintiff the cost of bringing this action; and
- E. Award such other and additional relief as the Court may determine to be just and proper.

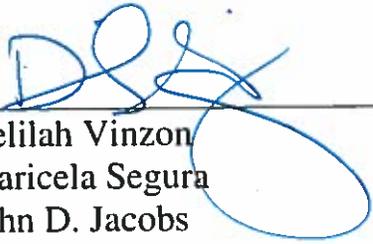
///  
///  
///

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  
28

Respectfully submitted,

DATED: September 10, 2019

ALDEN F. ABBOTT  
General Counsel



---

Delilah Vinzon  
Maricela Segura  
John D. Jacobs

Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

1 ALDEN F. ABBOTT  
2 General Counsel

3 JOHN D. JACOBS, CA Bar No. 134154  
4 DELILAH VINZON, CA Bar No. 222681  
5 MARICELA SEGURA, CA Bar No. 225999  
6 Federal Trade Commission  
7 10990 Wilshire Boulevard, Suite 400  
8 Los Angeles, CA 90024  
9 jjacobs@ftc.gov, dvinzon@ftc.gov,  
10 msegura@ftc.gov  
11 Tel: (310) 824-4300; Fax: (310) 824-4380

12 KEITH ELLISON  
13 Attorney General State of Minnesota

14 ADRIENNE L. KAUFMAN, MN Bar No. 0397523  
15 Office of the Minnesota Attorney General  
16 445 Minnesota Street, Suite 1200  
17 St. Paul, MN 55101-2134  
18 adrienne.kaufman@ag.state.mn.us  
19 Tel: (651) 757-1485; Fax: (651) 296-7438

20 **UNITED STATES DISTRICT COURT**  
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 FEDERAL TRADE COMMISSION, and ) Case No.: 2:19-cv-7849  
23 )

24 STATE OF MINNESOTA, by its Attorney )  
25 General, Keith Ellison, )

26 Plaintiff, )

27 vs. )

28 MANHATTAN BEACH VENTURE, )  
LLC, a California limited liability )  
company, also d/b/a The Student Loan )

**COMPLAINT FOR PERMANENT  
INJUNCTION AND OTHER  
EQUITABLE RELIEF**

1 Relief Department; )  
 )  
2 CHRISTOPHER E. LYELL, an individual;) )  
 )  
3 BRADLEY K. HANSEN, an individual; )  
4 and )  
 )  
5 EQUITABLE ACCEPTANCE )  
6 CORPORATION, a corporation, )  
 )  
7 )  
8 Defendants. )  
 )  
9 )

---

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the  
2 State of Minnesota, for their Complaint allege:

3 1. The FTC brings this action under Sections 13(b) and 19 of the Federal  
4 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Telemarketing  
5 and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§  
6 6101-6108, and the Truth in Lending Act (“TILA”), 15 U.S.C. § 1601-1666j, to  
7 obtain temporary, preliminary, and permanent injunctive relief, rescission or  
8 reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-  
9 gotten monies, and other equitable relief for Defendants’ acts or practices in violation  
10 of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the Telemarketing Sales Rule  
11 (“TSR”), 16 C.F.R. Part 310; or TILA, and its implementing Regulation Z, 12 C.F.R.  
12 Part 1026, in connection with marketing, promotion, offering for sale, sale, and  
13 extension of credit for the purchase of student loan debt relief services.

14 2. The State of Minnesota, by its Attorney General, Keith Ellison, brings  
15 this enforcement action under Minnesota Statutes chapter 8, the Minnesota Uniform  
16 Deceptive Trade Practices Act (“MN DTPA”), Minn. Stat. §§ 325D.43–.48, the  
17 Minnesota Prevention of Consumer Fraud Act (“MN CFA”), Minn. Stat. §§ 325F.68–  
18 .694, the Debt Settlement Services Act (“MN DSSA”), Minn. Stat. §§ 332B.02–.14,  
19 the Minnesota Regulated Loan Act (“MN RLA”), Minn. Stat. §§ 56.0001–.26, and  
20 the Telemarketing Act, 15 U.S.C. §§ 6101-6108, to obtain temporary, preliminary  
21 and permanent injunctive relief, rescission or reformation of contracts, restitution, the  
22 refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief  
23 for Defendants’ acts or practices in violation of the MN DTPA, Minn. Stat.  
24 § 325D.44; the MN CFA, Minn. Stat. § 325F.69; the MN DSSA, Minn. Stat.  
25 §§ 332B.09, 332B.10; the MN RLA, Minn. Stat. § 56.14; and the TSR, 16 C.F.R. Part  
26 310, in connection with marketing, promotion, offering for sale, sale, and extension  
27 of credit for the purchase of student loan debt relief services.

28

1 **SUMMARY OF THE CASE**

2 3. Plaintiffs allege violations of various consumer protection statutes in  
3 connection with the sale of student loan debt relief services and the financing of the  
4 fees that were charged for those services. As set forth in Counts I–IX, below, this  
5 Complaint alleges law violations on the part of the seller of these services, Manhattan  
6 Beach Ventures, LLC (“MBV”), and its owners Christopher E. Lyell and Bradley K.  
7 Hansen (collectively with MBV, the “MBV Defendants”), as well as violations on the  
8 part of the company that extended credit to pay for MBV’s fees, Equitable  
9 Acceptance Corporation (“EAC”).

10 4. The alleged violations by the MBV Defendants, as described in more  
11 detail below, include:

- 12 a. violating the FTC Act, the TSR, the MN DTPA, and the MN CFA by  
13 making deceptive representations regarding MBV’s services and the  
14 payment that consumers were, or were not, required to make;
- 15 b. violating the TSR by requesting or receiving payment in advance of  
16 fully performing the debt relief service;
- 17 c. violating the MN DSSA by operating as a debt settlement services  
18 provider without being registered in Minnesota and by imposing and  
19 collecting payment before fully performing all of the agreed-upon  
20 services.

21 5. The alleged violations by EAC include:

- 22 a. violating the TSR by assisting and facilitating MBV in MBV’s  
23 violations of the TSR, while knowing or consciously avoiding  
24 knowing that MBV was engaged in such violations;
- 25 b. violating TILA and Regulation Z by failing to clearly and  
26 conspicuously make written disclosures that are required by TILA  
27 and Regulation Z;

1 c. violating the MN RLA by failing to make the disclosures required by  
2 Minnesota Statutes section 56.14(1), which incorporates TILA  
3 disclosures into Minnesota state law.

4 **JURISDICTION AND VENUE**

5 6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331,  
6 1337(a), and 1345.

7 7. This Court has supplemental jurisdiction over the State of Minnesota's  
8 claims pursuant to 28 U.S.C. § 1367.

9 8. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2),  
10 (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

11 **PLAINTIFFS**

12 9. The FTC is an independent agency of the United States Government  
13 created by statute. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC  
14 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
15 affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C. §§  
16 6101–6108. Pursuant to the Telemarketing Act, the FTC promulgated and enforces  
17 the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing  
18 acts or practices in or affecting commerce. The FTC also enforces TILA, 15 U.S.C. §  
19 1601 *et seq.* and its implementing Regulation Z, 12 C.F.R. Part 1026, which  
20 establishes, *inter alia*, disclosure and calculation requirements for consumer credit  
21 transactions and advertisements.

22 10. The FTC is authorized to initiate federal district court proceedings, by its  
23 own attorneys, to enjoin violations of the FTC Act, the TSR, and TILA, and to secure  
24 such equitable relief as may be appropriate in each case, including rescission or  
25 reformation of contracts, restitution, the refund of monies paid, and the disgorgement  
26 of ill-gotten monies. 15 U.S.C. §§ 53(b), 57b, 6102(c), and 1607(c).

27 11. Keith Ellison, Attorney General of the State of Minnesota, is authorized  
28 under Minnesota Statutes chapter 8, the Minnesota Uniform Deceptive Trade

1 Practices Act, Minn. Stat. §§ 325D.43–.48; the Minnesota Prevention of Consumer  
2 Fraud Act, Minn. Stat. §§ 325F.68–.694; the Debt Settlement Services Act, Minn.  
3 Stat. §§ 332B.02–.14; the Minnesota Regulated Loan Act, Minn. Stat. §§ 56.0001–  
4 .26; the Telemarketing Act, 15 U.S.C. § 6103(a); and has common law authority,  
5 including *parens patriae* authority, to bring this action on behalf of the State of  
6 Minnesota and its residents to enforce Minnesota law and the TSR and vindicate the  
7 state’s sovereign and quasi-sovereign interests, and to secure such equitable relief as  
8 may be appropriate in each case, including rescission or reformation of contracts,  
9 restitution, the refund of monies paid, and the disgorgement of ill-gotten monies.  
10 Minn. Stat. §§ 8.31, 325D.45, 325F.70, 332B.13, and 15 U.S.C. § 6103.

### 11 **DEFENDANTS**

12 12. Defendant Manhattan Beach Venture, LLC (“MBV”), also doing  
13 business as The Student Loan Relief Department, is a California limited liability  
14 company. MBV has operated out of 2627 Manhattan Beach Blvd, Ste. 200, Redondo  
15 Beach, CA 90278, 359 Van Ness Way, 2nd Floor, Torrance, CA 90503, and 615  
16 Nash Street, Suite 207, El Segundo, CA 90245. Starting in early 2016, MBV has  
17 transacted business in this District and throughout the United States, including in  
18 Minnesota. At all times material to this Complaint, acting alone or in concert with  
19 others, MBV advertised, marketed, promoted, offered for sale, or sold student debt  
20 relief services to consumers throughout the United States, including in Minnesota.  
21 MBV has never registered with the Minnesota Department of Commerce as a “debt  
22 settlement services provider” under Minnesota Statutes chapter 332B.

23 13. Defendant Christopher E. Lyell (“Lyell”) was, at all times relevant to  
24 this Complaint, a member of Defendant MBV, held himself out as MBV’s Chief  
25 Executive Officer and President, and was responsible for marketing and business  
26 development for MBV. Lyell was a signatory on MBV’s depository bank accounts  
27 and entered agreements on MBV’s behalf as a “managing member.” Lyell received  
28 consumer complaints against MBV, and was also alerted to consumer complaints that

1 Defendant EAC received from MBV customers to whom EAC had extended credit to  
2 pay for MBV's services. Lyell participated in MBV's day-to-day business  
3 operations. At all times material to this Complaint, acting alone or in concert with  
4 others, Lyell formulated, directed, controlled, had the authority to control, or  
5 participated in the acts and practices of MBV, including the acts and practices set  
6 forth in this Complaint. Lyell resides in this District and, in connection with the  
7 matters alleged herein, transacts or has transacted business in this District and  
8 throughout the United States, including in Minnesota.

9 14. Defendant Bradley K. Hansen ("Hansen") was, at all times relevant to  
10 this Complaint, a member of Defendant MBV, held himself out as MBV's Chief  
11 Financial Officer and Vice President, and was responsible for MBV's payroll,  
12 accounts receivable and human resources. Hansen was a signatory on MBV's  
13 depository bank accounts and entered agreements on MBV's behalf as a "manager."  
14 Hansen received consumer complaints against MBV, and was also alerted to  
15 consumer complaints that Defendant EAC received from MBV customers to whom  
16 EAC had extended credit to pay for MBV's services. Hansen also responded to  
17 consumer complaints received by MBV from state attorneys general. Hansen  
18 participated in MBV's day-to-day business operations. At all times material to this  
19 Complaint, acting alone or in concert with others, Hansen formulated, directed,  
20 controlled, had the authority to control, or participated in the acts and practices of  
21 MBV, including the acts and practices set forth in this Complaint. Hansen resides in  
22 this District and, in connection with the matters alleged herein, transacts or has  
23 transacted business in this District and throughout the United States, including in  
24 Minnesota.

25 15. Defendant Equitable Acceptance Corporation ("EAC") is a Minnesota  
26 corporation whose principal place of business is 1200 Ford Road, Minnetonka, MN,  
27 55305. EAC transacts or has transacted business in this District and throughout the  
28 United States, including in Minnesota. EAC has been continuously licensed under

1 Minnesota Statutes chapter 56 since May 24, 2016. At all times material to this  
2 Complaint, acting alone or in concert with others, EAC, pursuant to an agreement  
3 with MBV, extended credit to consumers, including Minnesota consumers, to pay for  
4 MBV's services. EAC also received and responded to consumer complaints related  
5 to its business with MBV, and responded to inquiries from the Minnesota branch of  
6 the Better Business Bureau and from the Bureau of Consumer Financial Protection  
7 regarding MBV's deceptive sales tactics.

### 8 COMMERCE

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

### 12 DEFENDANTS DECEPTIVE BUSINESS PRACTICES

#### 13 *Overview*

14 17. Throughout at least 2016, MBV Defendants operated a nationwide debt  
15 relief telemarketing scam preying on thousands of consumers struggling with student  
16 loan debt. Unless otherwise noted, acts and practices described in this Complaint  
17 occurred during 2016. Unless otherwise noted, all references to "consumers" and  
18 "customers" in this Complaint include Minnesota consumers and customers.

19 18. During telephone calls with consumers, MBV represented that  
20 consumers were qualified under a federal program, for which consumers would enroll  
21 through MBV, to receive forgiveness of all or part of their student loan balances, or  
22 to receive a permanent reduction of the monthly payments that consumers were  
23 required to make on their student loans. In fact, in most instances, consumers were  
24 unlikely to qualify for government loan forgiveness programs and/or MBV could not  
25 guarantee a permanent reduction in their monthly payments.

26 19. During these same calls, MBV also represented that payment amounts  
27 that MBV quoted to consumers would go toward paying the consumer's student loan  
28

1 balances, when, in fact, all or part of the quoted amounts would go toward paying  
2 MBV's \$1,300–1,400 fee.

3 20. MBV advised consumers to take advantage of these loan forgiveness  
4 programs to reduce their student loan debt, and also offered to act and did act as an  
5 intermediary between consumers and the federal government and its representatives  
6 for the same purpose by, among other things, completing and submitting certain  
7 paperwork on consumers' behalf.

8 21. MBV engaged in a pattern and practice of deceptive telemarketing  
9 resulting in injury to consumers, as described further below.

10 22. MBV charged illegal advance fees for its purported debt relief services.

11 23. Defendant EAC provided substantial assistance to MBV by extending  
12 credit in the form of a high-interest loan to many of MBV's customers to pay for  
13 MBV's services. EAC extended credit to MBV customers who met EAC's criteria  
14 for creditworthiness, and EAC collected monthly payments from those customers.

15 24. While assisting MBV, EAC knew, or consciously avoided knowing, that  
16 MBV was making the deceptive representations described in this Complaint. EAC  
17 also knew, or consciously avoided knowing, that MBV was requesting and receiving  
18 fees from its credit customers prior to the time that consumers had received the  
19 promised debt relief service and had made at least one payment under a new payment  
20 plan.

21 25. In extending loans to MBV customers, EAC failed to include essential  
22 disclosures in the credit contracts that consumers signed, such as the amount  
23 financed, the finance charge (the dollar amount that the credit was going to cost the  
24 consumer), and the total of payments (the amount that consumers would have to pay  
25 in total for MBV's service combined with the price of the credit).

26  
27  
28

1           **Background on Student Loan Repayment and Forgiveness Programs**

2           26. Student loan debt is the second largest class of consumer debt; more than  
3 42 million Americans collectively owe approximately \$1.5 trillion. The student loan  
4 market shows elevated levels of distress relative to other types of consumer debt.

5           27. To address this mounting level of distressed debt, the U.S. Department  
6 of Education (“ED”) and state government agencies administer a limited number of  
7 student loan forgiveness and discharge programs. Most consumers, however, are not  
8 eligible for these programs because of strict eligibility requirements. For example,  
9 one program requires the consumer to demonstrate total and permanent disability;  
10 another applies to consumers whose school closed while the consumer was still  
11 enrolled. A third program, the Borrower Defense to Repayment (“BDR”), may  
12 provide a loan discharge if the school, through an act or omission, violated state law  
13 directly related to the borrower’s federal student loan or to the educational services  
14 for which the loan was provided.

15           28. Other forgiveness programs require working in certain professions for a  
16 period of years. Teacher Loan Forgiveness applies to teachers who have worked full-  
17 time for five years in a low-income elementary or secondary school or educational  
18 service agency. Public Service Loan Forgiveness (“PSLF”) applies to employees of  
19 governmental units or non-profit organizations who make timely monthly payments  
20 for a period of ten years while employed in the public sector.

21           29. The federal government also offers potential loan forgiveness through  
22 income-driven repayment (“IDR”) programs that enable borrowers to reduce their  
23 monthly payments. IDR programs allow eligible borrowers to limit their monthly  
24 payments based on a percentage of their discretionary monthly income. To remain in  
25 an IDR program, borrowers must recertify their income and family size each year.  
26 Obtaining forgiveness through IDR programs requires a minimum of 20 to 25 years  
27 of qualifying payments.

28

1           30. Because a borrower’s income is likely to fluctuate over the life of the  
2 loan, monthly payments under the IDR programs can vary considerably from year to  
3 year. If a borrower’s income were to increase over the repayment period, for  
4 example, the monthly payment amount could correspondingly increase to the point  
5 where those payments would pay off the loan before any amount could be forgiven at  
6 the end of the repayment term.

7           31. Consumers can apply for BDR, PSLF, IDR, and other loan repayment  
8 and forgiveness or discharge programs through ED or their student loan servicers at  
9 no cost; these programs do not require the assistance of a third party or the payment  
10 of application fees.

11           32. ED will grant forbearance while processing applications for an  
12 alternative repayment plan, and in some cases of hardship. During forbearance,  
13 unpaid interest adds to the principal balance.

14           33. ED also allows consumers with multiple federal loans to consolidate  
15 them into one “Direct Consolidation Loan” with a fixed interest rate and a single  
16 monthly payment. ED does not charge for consolidation and offers a dedicated  
17 helpline and webpage to assist borrowers with the process.

18           **MBV’s Deceptive Representations Regarding Loan Relief and Forgiveness**

19           34. MBV used lead generators, online advertisements, and social media,  
20 among other tools, to gather information about consumers struggling to make their  
21 monthly student loan payments. The advertisements touted the availability of  
22 payment relief and loan forgiveness programs available from the federal government.  
23 In some instances, consumers entered their contact information on a landing page to  
24 receive further information, after which they received a call from MBV. In other  
25 instances, consumers simply called the toll-free number available in the  
26 advertisement and were then connected to MBV.

27           35. The telemarketing call between MBV and consumers—which was the  
28 primary manner by which MBV sold its services to consumers—was lengthy,

1 typically lasting 30 minutes to over an hour. Toward the beginning of the call, MBV  
2 told consumers that it could provide the exact amount of the new reduced payment  
3 and/or loan forgiveness the consumer was eligible to receive under federal law.

4 36. During the sales call, MBV quoted consumers a new reduced monthly  
5 student loan payment for which the consumer had purportedly qualified, which MBV  
6 represented was for the term of the loan. MBV represented that, upon expiration of  
7 that term, the consumer's remaining balance would be forgiven. In some instances,  
8 MBV quoted consumers specific amounts that they would save, usually in the  
9 thousands of dollars, by enrolling in the program. MBV recommended to consumers  
10 that they take advantage of the federal student loan debt relief program it had  
11 described to them to lower their monthly payment and the total amount of their  
12 student loan debt.

13 37. MBV also offered to act and actually did act as an intermediary between  
14 consumers and ED. MBV did so, for example, by offering to and actually filling out  
15 and submitting certain paperwork on behalf of consumers and by offering to provide  
16 follow up information about consumers' income to ED at a later time.

17 38. MBV's representations that it was able to procure a permanent reduction  
18 in consumers' monthly payments, or that the consumer had qualified for forgiveness,  
19 were false or unsubstantiated because none of ED's IDR programs guarantees  
20 consumers a fixed, reduced monthly payment for more than a year or guarantees any  
21 forgiveness. Under ED's IDR programs, monthly payments fluctuate based on  
22 consumer's income in a given year, which consumers must report annually.  
23 Additionally, whether forgiveness is available at the end of the term, and the amount  
24 of any such forgiveness, depends on the total amount that consumers have paid—and  
25 the amount that remains unpaid—at the end of the term, which in most instances is 20  
26 to 25 years. Because MBV cannot predict a consumer's income over a 20-year  
27 period, MBV did not have an adequate basis for making any representation  
28 concerning the amount of forgiveness a consumer would receive, or the size of the

1 monthly payment that a consumer would be required to make in any future year. In  
2 many cases, consumers' income will rise over the repayment period, and, as  
3 consumers' income rises, so will the monthly payment for the following year. Any  
4 representation of a forgiveness amount based on a consumer's current income is,  
5 therefore, likely to be overstated.

### 6 **MBV's Misrepresentations Regarding Its Fees**

7 39. MBV's discussion of fees in its sales pitch was misleading, not only  
8 because of direct misrepresentations, but also because MBV's sales pitch in general  
9 obfuscated how much consumers would be paying to whom and for what.

10 40. MBV in numerous instances misrepresented that the payment amounts  
11 that MBV quoted would be going toward consumers' student loans rather than  
12 towards paying a fee.

13 41. MBV also never advised consumers who signed EAC credit contracts  
14 that they would be paying interest on the EAC loan to pay MBV's \$1,300–1,400 fee  
15 or that the annual percentage rate of that loan was typically between 17% and 22%.  
16 And in some instances MBV led consumers to believe that payment of the MBV's  
17 \$1,300–1,400 fee was required for acceptance into a new loan repayment program.

18 42. One of the ways MBV misled consumers was through its use of terms  
19 "program," "entitled," "approval," and "qualify." MBV used these terms in different  
20 ways and at different times to create the impression that MBV was referring to  
21 qualification or approval for an ED program or the consumer's new student loan  
22 payment when in fact MBV was referring to qualification for a loan from EAC to pay  
23 MBV's fee, or to the monthly payment on the EAC loan.

24 43. For example, when MBV told consumers the new monthly payment that  
25 the consumer was "qualified" for, MBV quoted an amount that included both the  
26 monthly estimated student loan payment pursuant to an IDR plan and a payment for  
27 MBV's fee. MBV, however, presented this monthly payment simply as "the payment  
28 you qualify for." For many customers for whom MBV estimated the student loan

1 payment to be zero, the amount of “the payment you qualify for” was solely the  
2 monthly payment to EAC for MBV’s fee, and did not include any payment toward  
3 the student loan.

#### 4 **Electronically Signing Defendants’ Contracts**

5 44. During the sales call, consumers were sent an email with links to  
6 Defendants’ contracts to sign electronically. MBV used a script to walk consumers  
7 through the electronic signing process. MBV’s scripts prompted its telemarketers to  
8 focus consumers on only those portions of the document that the consumer was  
9 required to sign electronically. After a consumer applied her electronic signature in a  
10 box, the telemarketer would guide her immediately to the next place in the document  
11 with a box for her signature or initials. MBV directed consumers to click the boxes  
12 without any suggestion that the consumer read the contract. In some instances, MBV  
13 assured consumers that the documents merely memorialized what the consumer had  
14 been told previously during the call.

15 45. One of the documents consumers were required to sign electronically  
16 was MBV’s lengthy form contract (the “MBV Agreement”). As consumers remained  
17 on the phone, MBV pressured them to quickly click through and electronically sign  
18 or initial multiple pages of the MBV Agreement. Contrary to assurances by MBV,  
19 the MBV Agreement consumers electronically signed did not in fact accurately  
20 reflect the representations that MBV made and the impressions that MBV conveyed  
21 to consumers during the sales call. In many instances, the MBV Agreement  
22 contradicted or was inconsistent with direct representations made to the consumer  
23 during the sales pitch. For example, according to the MBV Agreement, the service  
24 MBV was agreeing to provide consisted of “document preparation services to assist  
25 consumers who are applying for federal student loan programs using Department of  
26 Education (DOE) forms.” MBV never stated or even implied during its lengthy sales  
27 pitch touting loan forgiveness and permanent payment relief that MBV only filled out  
28 forms for ED programs. To the contrary, MBV geared its sales pitch toward

1 convincing often reluctant and financially struggling consumers that they would  
2 obtain permanent debt relief from unaffordable monthly loan payments. The MBV  
3 Agreement also imposed an obligation on consumers to pay for MBV's services.

4 46. During the same call, if the consumer's credit check prequalified her for  
5 the EAC loan to pay MBV's fee, the consumer also received an email with a link to  
6 electronically sign EAC's credit contract and other materials (referred to collectively  
7 herein as the "Credit Plan" documents). MBV similarly rushed consumers through  
8 the electronic signing of the EAC Credit Plan without reviewing the terms in the  
9 agreement with consumers, or providing consumers an opportunity to do so  
10 themselves. The EAC Credit Plan documents and disclosures are discussed in more  
11 detail below.

12 **MBV Requested and Received Its Fee in Advance of Performance**

13 47. During the relevant time period, MBV collected its fee of over \$1,300  
14 from its customers in one of two ways: (1) by way of the loan that EAC extended to  
15 MBV customers; and (2) directly, through what MBV referred to as "cash" deals.  
16 Under both payment methods, MBV imposed, requested, or received payment of its  
17 fee in advance of completing its debt relief service and any additional services that  
18 MBV agreed to provide.

19 *Credit Payment Through EAC*

20 48. If a consumer met EAC's prequalification criteria for the EAC loan, the  
21 consumer received an MBV Agreement requiring payment but stating that payment  
22 of MBV's fee would be made by a third party through a separate "Credit Plan" that  
23 the consumer (concurrently) executed with the third party (i.e., EAC). The consumer  
24 would then receive the EAC Credit Plan documents directly from EAC stating that  
25 the agreement "governs all purchases" that the consumer made from the seller, MBV.  
26 The Credit Plan documents also provided that, except for a three-day cancellation  
27 right, all sales were final.  
28

1           49. EAC paid to MBV consumers' fees shortly after EAC received  
2 consumers' electronically signed Credit Plan documents and approved the consumer  
3 for financing. As EAC described it, EAC paid to MBV "an agreed amount to satisfy  
4 the consumer's obligation to [MBV]." EAC paid this amount to MBV before MBV  
5 completed its debt relief service and any additional services that MBV agreed to  
6 provide.

7           50. Pursuant to the Credit Plan documents, consumers who were approved  
8 for financing by EAC were loaned \$1,300 to \$1,400 by EAC and were obligated to  
9 make monthly installment payments to EAC, which were typically \$39 to \$49. While  
10 on the sales call with consumers, MBV obtained consumers' bank, debit, or other  
11 payment information, which MBV then provided to EAC.

12           51. EAC's general policy and practice was to start billing the consumer  
13 typically 45 to 75 days after the consumer signed the Credit Plan documents. Later,  
14 EAC changed its practice and started billing the consumer upon hearing from MBV  
15 that MBV had submitted the consumer's application for a consolidation or repayment  
16 plan to ED on the consumer's behalf, and that ED had approved the application.  
17 EAC did not require any documents to verify that the consumer had actually been  
18 enrolled in any consolidation or repayment plan. EAC's policy and practice was not,  
19 therefore, to wait until after the consumer had been approved and had made her first  
20 payment under the new repayment program or consolidated loan. In many instances,  
21 EAC sent bills to consumers even when MBV had not submitted the consumer's  
22 application to ED or before ED had approved the consumer's application. EAC's  
23 policy and practice was not, therefore, to wait until after MBV fully performed for  
24 customers its debt relief services and any additional services that it agreed to provide  
25 before paying MBV.

26           52. As a general rule, consumers were unable to cancel their obligation to  
27 pay MBV before the debt relief services had been completed. EAC's policy was not  
28 to let consumers out of their payment obligation, advising consumers who wanted to

1 cancel that they were outside of the three-day cancellation period, and often directing  
2 these consumers back to MBV. MBV often advised consumers who wanted to cancel  
3 that they owed EAC and that MBV could not cancel that obligation.

4 53. Because EAC was paying the consumer's fee to MBV, EAC knew that  
5 MBV was receiving its fee prior to completing the debt relief services for the  
6 consumer, as well as any additional services that MBV agreed to provide. In light of  
7 EAC's billing policy, EAC also knew, or consciously avoided knowing, that, when it  
8 sent its first loan bill to consumers, it was billing consumers for MBV's fees before  
9 the consumer had made at least one payment pursuant to a new payment plan from  
10 ED and before MBV had fully performed its debt relief services and any additional  
11 services that it agreed to provide.

12 *Cash Payment*

13 54. Throughout 2016, MBV also took payment by cash, or cash equivalent,  
14 up front from consumers who did not enter into a Credit Plan with EAC.

15 55. Under this "cash" model, MBV typically imposed upon and charged  
16 consumers an initial fee of as much as \$499, which MBV required consumers to pay  
17 in two to four installments. MBV required at least some portion of this fee be paid  
18 before it started work on the consumer's application, and MBV repeatedly collected  
19 this upfront fee. MBV then collected the remainder of its fee through monthly  
20 payments of \$39 to \$49.

21 56. MBV obtained from these customers their bank, debit or other payment  
22 information during the telemarketing call.

23 57. MBV claimed that it placed payments it received from these customers  
24 into a "special purpose" account and waited to take control of those funds until after  
25 it submitted the consumer's IDR paperwork to ED. However, MBV provided these  
26 customers with little or no information about the special purpose account holding the  
27 money paid to MBV. These customers did not own or have control over or access to  
28 the funds that were purportedly being held in these accounts. Consumers were not

1 entitled to return of those funds, even if they terminated the debt relief service prior to  
2 performance of MBV's debt relief services.

### 3 **The Relationship between EAC and MBV**

4 58. Defendant EAC holds itself out as an "indirect finance company."  
5 Throughout 2015, EAC had been working with another Southern California student  
6 debt relief company, Progress Advocates Group, LLC (PAG), by extending loans to  
7 PAG's customers to pay for PAG's services. Sometime in 2015, EAC hired PAG's  
8 owner, Brad Hunt, to locate and investigate other student debt relief companies that  
9 EAC could go into business with. Hunt was also expected to provide training to these  
10 companies regarding sales processes and proper disclosures.

11 59. In late 2015, Hunt introduced MBV to EAC. Prior to going into  
12 business with MBV, EAC knew or should have known that the sales model MBV  
13 would follow was deceptive. EAC had already received consumer complaints  
14 regarding PAG's deceptive sales practices. Despite these complaints, EAC relied on  
15 Hunt as the "industry expert" to vet MBV and to train MBV. EAC did not conduct  
16 an independent review of Hunt's training or MBV's sales practices.

17 60. At the beginning of 2016, EAC entered into an arrangement with MBV  
18 pursuant to which EAC, on a case-by-case basis, would extend credit to MBV  
19 customers in the amount of MBV's fee (typically \$1,314). The system worked this  
20 way: If, during MBV's sales call, a consumer met EAC's prequalification criteria for  
21 creditworthiness, MBV would alert EAC, through an electronic system that the  
22 parties put in place, that MBV had a prospective credit customer for EAC. EAC, by  
23 way of its electronic document signing vendor, would then send an email to the  
24 consumer with a link to the Credit Plan documents. After EAC received the  
25 electronically signed Credit Plan documents back from a customer, it then made an  
26 assessment as to whether to extend credit to the MBV customer. If EAC issued credit  
27 to the consumer, EAC would then pay MBV the amount of that customer's fee  
28 (minus a discount reflecting the risk of default by the customer) to satisfy the

1 customer's payment obligation to MBV. Pursuant to the customer's contract with  
2 EAC, the customer would owe the amount of MBV's fee, plus interest, to EAC.  
3 EAC made loans to MBV Minnesota customers in this manner after becoming a  
4 licensee under the MN RLA on May 24, 2016.

### 5 **EAC Assistance to MBV's Deceptive Scheme Was Substantial**

6 61. The assistance that EAC provided to MBV's deceptive telemarketing  
7 operation was substantial and allowed MBV to grow over the relevant time period.  
8 MBV viewed the EAC partnership as a "golden ticket," because the EAC-loan model  
9 provided MBV with "near immediate cash to support operations," without requiring  
10 MBV to directly collect fees from its customers. As an additional benefit to MBV,  
11 EAC handled all collections and related issues for payments from consumers who  
12 obtained financing from EAC. MBV has also stated that the EAC-loan model led to  
13 "higher client closing conversion rates making the sales and marketing efforts more  
14 efficient and profitable." In addition, shifting consumers' payment obligations to  
15 EAC allowed MBV to deflect consumer complaints and cancellation requests by  
16 pointing consumers to EAC to seek resolution.

### 17 **EAC Ignored Red Flags**

18 62. After the start of its business relationship with MBV, EAC received  
19 consumer complaints about MBV, including complaints they received directly from  
20 consumers and complaints that were forwarded from the Better Business Bureau  
21 (BBB) and the Bureau of Consumer Financial Protection. The complaints claimed,  
22 among other things, that MBV engaged in misleading sales tactics and that the  
23 consumer had not authorized the EAC loan. The BBB had also received numerous  
24 complaints about EAC from MBV customers. The content and volume of complaints  
25 that the BBB received against MBV and EAC became such an issue that, in August  
26 2016, the Minnesota BBB contacted EAC and alerted EAC to the high volume of  
27 consumer complaints it had received about MBV and the apparent deceptive nature of  
28 MBV's sales tactics. Despite these consumer complaints and the BBB's warning,

1 EAC continued to assist MBV by extending financing to new MBV customers up  
2 until the time MBV stopped making direct sales to consumers in early 2017. EAC  
3 has continued to collect monthly payments from MBV consumers who have many  
4 months left on their 36- to 48-month loan terms.

5 63. EAC never reviewed or asked to see the sales scripts that MBV used.  
6 Nor did EAC ever listen to or even ask MBV for recordings of MBV's sales calls.  
7 Instead, in late 2016, EAC entered into negotiations with MBV to expand their  
8 business relationship.

### 9 **Failure of EAC's Credit Contract to Make Essential Disclosures**

10 64. EAC's Credit Plan documents typically included pages entitled: "Credit  
11 Request Authorization"; "Equitable Acceptance Revolving Credit Plan"; "Revolving  
12 Credit Plan"; "Purchase Agreement"; "Equitable Acceptance Corporation Privacy  
13 Policy"; and "Notice of Cancellation." Over 4,400 MBV customers signed EACs  
14 Credit Plan documents, including multiple Minnesota customers who signed EACs  
15 Credit Plan documents after May 24, 2016. These signed agreements created a credit  
16 obligation between consumers and EAC.

17 65. TILA requires that creditors clearly and conspicuously disclose a  
18 number of significant terms in closed-end credit transactions, such as the amount  
19 financed; the finance charge (the dollar amount that the credit was going to cost the  
20 consumer); the number, amounts and timing of payments scheduled to repay the  
21 obligation; and the total of payments (the amount that consumers would have to pay  
22 for MBV's service combined with the price of the credit). EAC failed to include  
23 these terms in its Credit Plan documents.

### 24 **EAC Was the Original Creditor under the Credit Plan Documents**

25 66. The EAC Credit Plan documents were designed to create the appearance  
26 that EAC was an assignee, and that MBV was the assignor, of the consumer's credit  
27 contract. Under TILA, assignees of credit contracts are generally subject to less  
28 liability than original creditors, limited to only those violations apparent on the face

1 of the disclosure statement. However, EAC was not in fact an assignee of any of the  
2 Credit Plan documents. MBV did not sign and was not a party to any of the Credit  
3 Plan documents, and, therefore, could not assign, and never did assign, any Credit  
4 Plan documents to EAC.

5 67. In truth, EAC was the original creditor under the Credit Plan because it  
6 regularly extends consumer credit that is subject to a finance charge and is the entity  
7 to whom the obligation is initially payable. It was EAC, through its electronic  
8 document signing vendor, that sent the EAC Credit Plan documents to consumers, not  
9 MBV; the footer on each page of the Credit Plan documents that consumers received  
10 made clear that “The original document is owned by Equitable Acceptance”; and it  
11 was EAC, not MBV, that received consumers’ electronic signatures on the Credit  
12 Plan documents. EAC admitted that it extended credit to MBV customers, that EAC  
13 and these consumers had a direct relationship, and that EAC and these consumers had  
14 a separate credit agreement. MBV has also stated that EAC was the only creditor on  
15 the EAC loans.

16 **The Credit Plan Documents Created a Closed-End Extension of Credit**

17 68. Through use of terms such as “Revolving Credit” and other provisions,  
18 the Credit Plan documents were also designed to create the appearance of establishing  
19 an open-end extension of credit as that term is defined under TILA. TILA requires  
20 different and less numerically-specific disclosures for the extension of open-end  
21 credit, in comparison with the requirements for closed-end credit transactions, such as  
22 loans.

23 69. Despite EAC’s efforts to create the appearance of an open-end credit  
24 transaction in its Credit Plan documents, EAC’s credit transactions with MBV  
25 customers were in fact closed-end credit transactions. Thus, EAC systematically  
26 engaged in “spurious open-end credit transactions” because it facially characterized  
27 the credit as open-end, when in fact it was closed-end.

28



1 conduct, they did so only after they were contacted by the State of Minnesota and  
2 were informed of the State of Minnesota's investigation.

3 **THE FTC ACT**

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

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

8 **VIOLATIONS OF THE FTC ACT**

9 **COUNT I**

10 **Deceptive Student Loan Debt Relief Representation**

11 **(By Plaintiff FTC against MBV Defendants)**

12 79. In numerous instances in connection with the advertising, marketing,  
13 promotion, offering for sale, or sale of student loan debt relief services, MBV  
14 Defendants have represented, directly or indirectly, expressly or by implication, that:

- 15 a. consumers had qualified for, or were approved to receive, loan  
16 forgiveness or other programs that would permanently lower or  
17 eliminate their loan payments or balances; and  
18 b. consumers' monthly payments to Defendants would be applied  
19 toward consumers' student loans.

20 80. In truth and in fact, in numerous instances in which MBV Defendants  
21 made the representations set forth in Paragraph 79 of this Complaint, such  
22 representations were false or not substantiated at the time MBV Defendants made  
23 them.

24 81. Therefore, MBV Defendants' representations set forth in Paragraph 79  
25 of this Complaint are false or misleading and constitute deceptive acts or practices in  
26 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

1 **THE TELEMARKETING SALES RULE**

2 82. In 1994, Congress directed the FTC to prescribe rules prohibiting  
3 abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing  
4 Act, 15 U.S.C. §§ 6101-6108. The FTC adopted the original TSR in 1995,  
5 extensively amended it in 2003, and amended certain provisions thereafter. 16 C.F.R.  
6 Part 310.

7 83. MBV Defendants are “seller[s]” or “telemarketer[s]” engaged in  
8 “telemarketing” as defined by the TSR, 16 C.F.R. § 310.2(dd), (ff), and (gg). A  
9 “seller” means any person who, in connection with a telemarketing transaction,  
10 provides, offers to provide, or arranges for others to provide goods or services to a  
11 customer in exchange for consideration. 16 C.F.R. § 310.2(dd). A “telemarketer”  
12 means any person who, in connection with telemarketing, initiates or receives  
13 telephone calls to or from a customer or donor. 16 C.F.R. § 310.2(ff).

14 “Telemarketing” means a plan, program, or campaign which is conducted to induce  
15 the purchase of goods or services or a charitable contribution, by use of one or more  
16 telephones and which involves more than one interstate telephone call. 16 C.F.R. §  
17 310.2(gg).

18 84. MBV Defendants are sellers or telemarketers of “debt relief services” as  
19 defined by the TSR, 16 C.F.R. § 310.2(o). Under the TSR, a “debt relief service”  
20 means any program or service represented, directly or by implication, to renegotiate,  
21 settle, or in any way alter the terms of payment or other terms of the debt between a  
22 person and one or more unsecured creditors, including, but not limited to, a reduction  
23 in the balance, interest rate, or fees owed by a person to an unsecured creditor or debt  
24 collector. 16 C.F.R. § 310.2(o).

25 85. The TSR prohibits sellers and telemarketers from requesting or receiving  
26 payment of any fees or consideration for any debt relief service until and unless:

- 27 a. the seller or telemarketer has renegotiated, settled, reduced, or  
28 otherwise altered the terms of at least one debt pursuant to a

1 settlement agreement, debt management plan, or other such valid  
2 contractual agreement executed by the customer; and

3 b. the customer has made at least one payment pursuant to that  
4 settlement agreement, debt management plan, or other valid  
5 contractual agreement between the customer and the creditor; and to  
6 the extent that debts enrolled in a service are renegotiated, settled,  
7 reduced, or otherwise altered individually, the fee or consideration  
8 either:

9 i. bears the same proportional relationship to the total fee for  
10 renegotiating, settling, reducing, or altering the terms of the  
11 entire debt balance as the individual debt amount bears to the  
12 entire debt amount. The individual debt amount and the entire  
13 debt amount are those owed at the time the debt was enrolled in  
14 the service; or

15 ii. is a percentage of the amount saved as a result of the  
16 renegotiation, settlement, reduction, or alteration. The  
17 percentage charged cannot change from one individual debt to  
18 another. The amount saved is the difference between the amount  
19 owed at the time the debt was enrolled in the service and the  
20 amount actually paid to satisfy the debt. 16 C.F.R. §  
21 310.4(a)(5)(i). 16 C.F.R. § 310.3(b).

22 86. The TSR prohibits sellers and telemarketers from misrepresenting,  
23 directly or by implication, in the sale of goods or services any of the following  
24 material information:

25 a. The total costs to purchase, receive or use, and the quantity of, any  
26 good or services that are the subject of a sales offer. 16 C.F.R. §  
27 310.3(a)(2)(i); and  
28

1           b. Any material aspect of any debt relief service, including, but not  
2           limited to, the amount of money or the percentage of the debt amount  
3           that a customer may save by using the service. 16 C.F.R. §  
4           310.3(a)(2)(x).

5           87. The TSR also prohibits a person from providing substantial assistance or  
6 support to any seller or telemarketer when that person “knows or consciously avoids  
7 knowing” that the seller or telemarketer is engaged in any act or practice that violates  
8 § 310.3(a) or § 310.4.

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

13           89. MBV Defendants have engaged in telemarketing by a plan, program, or  
14 campaign conducted to induce the purchase of goods or services by use of one or  
15 more telephones and which involves more than one interstate telephone call.

16           **VIOLATIONS OF THE TELEMARKETING SALES RULE**

17                           **COUNT II**

18           **Advance Fee for Debt Relief Services in Violation of the TSR**

19           **(By Plaintiffs FTC and State of Minnesota against MBV Defendants)**

20           90. In numerous instances, in connection with the telemarketing of student  
21 loan debt relief services, MBV Defendants have requested or received payment of a  
22 fee or other consideration for debt relief services before:

23           a. MBV Defendants have renegotiated, settled, reduced, or otherwise  
24 altered the terms of at least one debt pursuant to a settlement  
25 agreement, debt management plan, or other such valid contractual  
26 agreement executed by the customer; and

1 b. the customer has made at least one payment pursuant to that  
2 settlement agreement, debt management plan, or other valid  
3 contractual agreement between the customer and the creditor.

4 91. MBV Defendants' acts or practices, as described in Paragraph 90 of this  
5 Complaint, are abusive telemarketing acts or practices that violate Section  
6 310.4(a)(5)(i) of the TSR, 16 C.F.R. § 310.4(a)(5)(i).

7 **COUNT III**

8 **Material Debt Relief Misrepresentations in Violation of the TSR**

9 **(By Plaintiffs FTC and State of Minnesota against MBV Defendants)**

10 92. In numerous instances, in connection with the telemarketing of student  
11 loan debt relief services, Defendants misrepresented, directly or indirectly, expressly  
12 or by implication, material aspects of their debt relief services, including, but not  
13 limited to that:

- 14 a. consumers had qualified for, or were approved to receive, loan  
15 forgiveness or other programs that would permanently lower or  
16 eliminate their loan payments or balances; and  
17 b. consumers' monthly payments to Defendants would be applied  
18 toward consumers' student loans.

19 93. Defendants' acts and practices, as described in Paragraph 92 of this  
20 Complaint, are deceptive telemarketing acts or practices that violate Section  
21 310.3(a)(2)(x) of the TSR, 16 C.F.R. § 310.3(a)(2)(x).

22 **COUNT IV**

23 **Assisting and Facilitating Deceptive and Abusive**

24 **Telemarketing Acts in Violation of the TSR**

25 **(By Plaintiffs FTC and State of Minnesota against EAC)**

26 94. In numerous instances, EAC provided substantial assistance or support  
27 to MBV Defendants whom EAC knew, or consciously avoided knowing, were  
28 engaged in violations of the TSR set forth in Counts II-III of this Complaint.

1 95. EAC’s acts or practices, as described in Paragraph 94 of this Complaint,  
2 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. §  
3 310.3(b).

4 **TILA AND REGULATION Z**

5 96. The purpose of the Truth in Lending Act is to “assure a meaningful  
6 disclosure of credit terms so that the consumer will be able to compare more readily  
7 the various credit terms available to him and avoid the uninformed use of credit, and  
8 to protect the consumer against inaccurate and unfair credit billing and credit card  
9 practices.” 15 U.S.C. § 1601(a).

10 97. Under TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation  
11 Z, 12 C.F.R. § 1026, creditors who extend “closed-end credit,” as defined in 12  
12 C.F.R. § 1026.2(a)(10), must comply with the applicable disclosure provisions of  
13 TILA and Regulation Z, including but not limited to, Sections 1026.17 and 1026.18  
14 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

15 98. “Creditor” means a person who regularly extends consumer credit that is  
16 subject to a finance charge or is payable by written agreement in more than four  
17 installments (not including a down payment), and to whom the obligation is initially  
18 payable, either on the face of the note or contract, or by agreement when there is no  
19 contract. 12 C.F.R. §§ 1026.2 (a)(17). EAC is a creditor under TILA and Regulation  
20 Z because it extends consumer credit subject to a finance charge and the obligation is  
21 initially payable to EAC.

22 99. “Closed-end credit” means consumer credit other than open-end credit,  
23 and “[o]pen-end credit” is defined as “consumer credit extended by a creditor under a  
24 plan in which: (i) the creditor reasonably contemplates repeated transactions; (ii) the  
25 creditor may impose a finance charge from time to time on an outstanding unpaid  
26 balance; and (iii) the amount of credit that may be extended to the consumer during  
27 the term of the plan (up to any limit set by the creditor) is generally made available to  
28 the extent that any outstanding balance is repaid.” 12 C.F.R. §§ 1026.2(a)(10) and

1 (a)(20). EAC extends closed-end credit (as opposed to open-end credit) to consumers  
2 under TILA and Regulation Z because the loans do not meet the requirements for  
3 open-end credit.

4 100. Sections 121(a) and (b) and 128 of TILA, 15 U.S.C. §§ 1631(a), (b) and  
5 1638(a) and Sections 1026.17(a) and 1026.18 of Regulation Z, 12 C.F.R. §§  
6 1026.17(a) and 1026.18, require creditors of closed-end consumer credit transactions  
7 to clearly and conspicuously disclose in writing, among other things, the following  
8 about the loan: the identity of the creditor making the disclosures; the amount  
9 financed (“using that term and a brief description such as ‘the amount of credit  
10 provided to you on your behalf’”); the finance charge (“using that term, and a brief  
11 description such as ‘the dollar amount the credit will cost you’”); the annual  
12 percentage rate (“using that term, and a brief description such as ‘the cost of your  
13 credit as a yearly rate’”); the payment schedule (“the number, amounts and timing of  
14 payments scheduled to repay the obligation”); and the total of payments (“using that  
15 term, and a descriptive explanation . . . such as ‘the total price of your purchase on  
16 credit’”). These disclosures must reflect the terms of the legal obligations between  
17 the parties. 12 C.F.R. § 1026.17(c).

18 101. Pursuant to Section 108(c) of TILA, 15 U.S.C. § 1607(c), every  
19 violation of TILA and Regulation Z constitutes a violation of the FTC Act.

20 **COUNT V**

21 **Violations of TILA and Regulation Z**

22 **(By Plaintiffs FTC against EAC)**

23 102. In the course of extending credit to consumers who purchase services  
24 from MBV Defendants, EAC has violated the requirements of TILA and Regulation  
25 Z by failing to clearly and conspicuously disclose in writing the following  
26 information so that the consumer can make an informed decision regarding the credit  
27 being offered:

- 28 a. the identity of the creditor making the disclosures;

- b. the amount financed (“using that term and a brief description such as ‘the amount of credit provided to you on your behalf’”);
- c. the finance charge (“using that term, and a brief description such as ‘the dollar amount the credit will cost you’”);
- d. the annual percentage rate (“using that term, and a brief description such as ‘the cost of your credit as a yearly rate’”);
- e. the payment schedule (“the number, amounts and timing of payments scheduled to repay the obligation”); and
- f. the total of payments (“using that term, and a descriptive explanation . . . such as ‘the total price of your purchase on credit’”).

103. Therefore, EAC’s practices set forth in Paragraph 102 of this Complaint violate Sections 121 and 128 of TILA, 15 U.S.C. §§ 1631 and 1638, and Sections 1026.17 and 1026.18 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

**VIOLATIONS OF MINNESOTA STATE LAW**

**COUNT VI**

**CONSUMER FRAUD**

**(By Plaintiff State of Minnesota against MBV, Lyell, and Hansen)**

104. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

105. Minnesota Statutes section 325F.69, subdivision 1 reads:

The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

106. The term “merchandise” within the meaning of Minnesota Statutes section 325F.69 includes goods and services. *See* Minn. Stat. § 325F.68, subd. 2.

107. MBV has repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by engaging in the deceptive practices described in this Complaint,

1 with the intent that others rely thereon in connection with the sale of its services,  
2 including by making false, deceptive, and/or unsubstantiated representations to  
3 Minnesota residents regarding, among other things, that:

- 4 a. consumers have qualified for, or are approved to receive, loan  
5 forgiveness or other programs that will permanently lower or  
6 eliminate their loan payments or balances; and
- 7 b. consumers' monthly payments to Defendants will be applied toward  
8 consumers' student loans.

9 108. Lyell is individually liable for violating section 325F.69 based on the  
10 unlawful conduct described in this Complaint because he had authority to control and  
11 participated in MBV's business affairs, had authority to control and acquiesced to the  
12 unlawful conduct, and/or personally participated in the unlawful conduct.

13 109. Hansen is individually liable for violating section 325F.69 based on the  
14 unlawful conduct described in this Complaint because he had authority to control and  
15 participated in MBV's business affairs, had authority to control and acquiesced to the  
16 unlawful conduct, and/or personally participated in the unlawful conduct.

17 110. Due to the false and deceptive conduct described in this Complaint,  
18 Minnesota residents have purchased services from MBV that they otherwise would  
19 not have purchased, thereby causing harm to these persons and enriching MBV.

20 111. MBV Defendants' conduct, practices, and actions described in this  
21 Complaint constitute multiple, separate violations of Minnesota Statutes section  
22 325F.69.

## 23 COUNT VII

### 24 DECEPTIVE TRADE PRACTICES

25 **(By Plaintiff State of Minnesota against MBV, Lyell, and Hansen)**

26 112. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

27 113. Minnesota Statutes section 325D.44, subdivision 1 provides, in part that:  
28

1 A person engages in a deceptive trade practice when, in the  
2 course of business, vocation, or occupation, the person:

3 \*\*\*

4 (13) engages in any other conduct which similarly creates a  
5 likelihood of confusion or misunderstanding.

6 114. MBV has repeatedly violated Minnesota Statutes section 325D.44,  
7 subdivision 1, by engaging in deceptive conduct that caused a likelihood of confusion  
8 or of misunderstanding among consumers in connection with its sales of student loan  
9 debt relief services. Those practices include, but are not limited to, the following  
10 false, deceptive, and/or unsubstantiated representations to consumers in connection  
11 with the promotion or sale of MBV's services:

- 12 a. consumers have qualified for, or are approved to receive, loan  
13 forgiveness or other programs that will permanently lower or  
14 eliminate their loan payments or balances; and  
15 b. consumers' monthly payments to Defendants will be applied toward  
16 consumers' student loans.

17 115. Lyell is individually liable for violating section 325D.44 based on the  
18 unlawful conduct described in this Complaint because he had authority to control and  
19 participated in MBV's business affairs, had authority to control and acquiesced to the  
20 unlawful conduct, and/or personally participated in the unlawful conduct.

21 116. Hansen is individually liable for violating section 325D.44 based on the  
22 unlawful conduct described in this Complaint because he had authority to control and  
23 participated in MBV's business affairs, had authority to control and acquiesced to the  
24 unlawful conduct, and/or personally participated in the unlawful conduct.

25 117. Due to the false and deceptive conduct described in this Complaint,  
26 Minnesota residents purchased MBV services that they otherwise would not have  
27 purchased, thereby causing harm to these persons and enriching MBV.  
28

1 118. MBV’s conduct, practices, and actions described in this Complaint  
2 constitute multiple, separate violations of Minnesota Statutes section 325D.44.

3 **COUNT VIII**

4 **VIOLATIONS OF THE DEBT SETTLEMENT SERVICES ACT**

5 **(Plaintiff State of Minnesota against MBV)**

6 119. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

7 120. Minnesota Statutes section 332B.03 provides, in part, as follows:

8 it is unlawful for any person, whether or not located in this state, to  
9 operate as a debt settlement services provider or provide debt settlement  
10 services including, but not limited to, offering, advertising, or executing  
11 or causing to be executed any debt settlement services or debt settlement  
12 services agreement, except as authorized by law, without first becoming  
registered as provided in this chapter.

13 121. Minnesota Statutes section 332B.09, subdivision 3, provides, in part, as  
14 follows:

15 A debt settlement services provider may not impose or collect any  
16 payment pursuant to a debt settlement services agreement before the  
17 debt settlement service provider has fully performed all of the following:

- 18 (1) the debt settlement services contained in the agreement; and
- 19 (2) any additional services the debt settlement services provider has  
20 agreed to perform. . . .

21 122. Minnesota Statutes section 332B.02, subdivision 10, defines “debt  
22 settlement services,” in part, as:

23 offering to provide advice, or offering to act or acting as an intermediary  
24 between a debtor and one or more of the debtor’s creditors, where the  
25 primary purpose of the advice or action is to obtain a settlement for less  
26 than the full amount of debt, whether in principal, interest, fees, or other  
27 charges, incurred primarily for personal, family, or household purposes  
28 including, but not limited to, offering debt negotiation, debt reduction, or  
debt relief services[.]

1 123. Minnesota Statutes section 332B.02, subdivision 11, defines “debt  
2 settlement services agreement” as:

3 the written contract between the debt settlement services provider and  
4 the debtor.

5 124. Minnesota Statutes section 332B.02, subdivision 13, defines a “debt  
6 settlement services provider,” in part, as:

7 any person offering or providing debt settlement services to a debtor  
8 domiciled in this state, regardless of whether or not a fee is charged for  
9 the services and regardless of whether the person maintains a physical  
10 presence in the state. The term includes any person to whom debt  
settlement services are delegated.

11 125. Minnesota Statutes section 332B.13 provides that a violation of the Debt  
12 Settlement Services Act is an unfair and deceptive practice under Minnesota Statutes  
13 section 8.31, and that the Attorney General may enforce the act under section 8.31.

14 126. MBV is a debt settlement services provider because it provided debt  
15 settlement services by (a) offering to act and actually acting as an intermediary  
16 between Minnesota debtors and the U.S. Department of Education, where the primary  
17 purpose was to reduce the amount of their student loan debt, and separately, by (b)  
18 offering to provide advice and actually advising Minnesota debtors about their  
19 student loan debt where the primary purpose was to reduce the amount of their  
20 student loan debt.

21 127. As a debt settlement services provider, MBV must adhere to  
22 Minnesota’s statutes governing debt settlement services, known as the Debt  
23 Settlement Services Act, Minnesota Statutes sections 332B.02–.14.

24 128. As a debt settlement services provider, MBV has engaged in multiple,  
25 separate violations of the Debt Settlement Services Act, including but not limited to  
26 the following:  
27  
28

- 1 a. Operating as a debt settlement services provider or a provider debt  
2 settlement services without first becoming registered with the  
3 Minnesota Commissioner of Commerce, in violation of Minnesota  
4 Statutes section 332B.03, including by offering to and actually  
5 advising Minnesota debtors on how to settle their student loan debt  
6 for less than the full amount of the debt, and separately, by offering to  
7 and actually acting as an intermediary between Minnesota debtors  
8 and their creditor;
- 9 b. Imposing and/or collecting payment pursuant to debt settlement  
10 services agreements entered into with Minnesota debtors before fully  
11 performing all of the debt settlement services contained in the  
12 agreements and any additional services that MBV agreed to perform,  
13 in violation of Minnesota Statutes section 332B.09, subdivision 3.

14 129. Due to MBV's violations of the Debt Settlement Services Act,  
15 Minnesota debtors had unlawful advance payment obligations imposed upon them  
16 and also made unlawful advance payments prior to MBV fully performing the debt  
17 settlement services and any additional services it had agreed to perform, thereby  
18 causing harm to these debtors and enriching MBV.

19 130. MBV's conduct, practices, and actions described in this Complaint  
20 constitute multiple, separate violations of the Debt Settlement Services Act.

21 **COUNT IX**

22 **FAILURE TO MAKE REQUIRED LOAN DISCLOSURES**

23 **(Plaintiff State of Minnesota against Defendant EAC)**

24 131. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

25 132. Minnesota Statutes section 56.01(a) provides as follows:

26 Except as authorized by this chapter and without first obtaining a license  
27 from the commissioner, no person shall engage in the business of  
28 making loans of money, credit, goods, or things in action, in an amount  
or of a value not exceeding that specified in section 56.131, subdivision

1 1, and charge, contract for, or receive on the loan a greater rate of  
2 interest, discount, or consideration than the lender would be permitted by  
3 law to charge if not a licensee under this chapter.

4 133. Minnesota Statutes section 56.14(1) provides as follows:

5 Every licensee shall . . . deliver to the borrower (or if there are two or  
6 more borrowers to one of them) at the time any loan is made a statement  
7 making the disclosures and furnishing the information required by the  
8 federal Truth-in-Lending Act, United States Code, title 15, sections 1601  
9 to 1667e, as amended from time to time, with respect to the contract of  
10 loan. A copy of the loan contract may be delivered in lieu of a statement  
11 if it discloses the required information[.]

12 134. EAC became licensed under Minnesota Statutes section 56.01(a) in May  
13 2016 and has continuously and without interruption been a licensee under chapter 56  
14 since this time.

15 135. EAC made loans to Minnesota borrowers as a licensee under chapter 56.  
16 As such, EAC was required to provide to Minnesota borrowers the disclosures  
17 required by TILA pursuant to Minnesota Statutes section 56.14(1).

18 136. TILA requires creditors of closed-end consumer credit transactions to  
19 clearly and conspicuously disclose in writing, among other things, the following  
20 about the loan: the identity of the creditor making the disclosures; the “amount  
21 financed” (using that term); the “finance charge” (using that term); the “total of  
22 payments” (the sum of the amount financed and the finance charge); and the payment  
23 schedule (number, amount, and due dates or period of payments scheduled to repay  
24 the total of payments). *See* 15 U.S.C. § 1638. Accordingly, Minnesota Statutes  
25 section 56.14(1) separately requires EAC to disclose this information to its Minnesota  
26 borrowers pursuant to the statute’s terms.

27 137. EAC has repeatedly violated Minnesota Statutes section 56.14(1) by  
28 failing to clearly and conspicuously disclose in writing, among other things, the  
identity of the creditor making the disclosures, the amount financed, the finance  
charge, the payment schedule, and the total of payments as described in Paragraph 25.

1 138. EAC's conduct, practices, and actions described in this Complaint  
2 constitute multiple, separate violations of Minnesota Statutes section 56.14(1).

3 **CONSUMER INJURY**

4 139. Consumers throughout the United States, including those in the state of  
5 Minnesota, have suffered and will continue to suffer substantial injury as a result of  
6 MBV Defendants' violations of the FTC Act, the MN DTPA, the MN CFA, the MN  
7 DSSA, and the TSR, and EAC's violations of the TSR, the MN RLA, and TILA. In  
8 addition, MBV Defendants and EAC have been unjustly enriched as a result of their  
9 unlawful acts or practices. Absent injunctive relief by this Court, MBV Defendants  
10 and EAC are likely to continue to injure consumers, reap unjust enrichment, and  
11 harm the public interest.

12 **THE COURT'S POWER TO GRANT RELIEF**

13 140. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to  
14 grant injunctive and such other relief as the Court may deem appropriate to halt and  
15 redress violations of any provision of law enforced by the FTC. The Court, in the  
16 exercise of its equitable jurisdiction, may award ancillary relief, including rescission  
17 or reformation of contracts, restitution, the refund of monies paid, and the  
18 disgorgement of ill-gotten monies, to prevent and remedy any violation of any  
19 provision of law enforced by the FTC.

20 141. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the  
21 Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as  
22 the Court finds necessary to redress injury to consumers resulting from MBV  
23 Defendants' and EAC's violations of the TSR, including the rescission or reformation  
24 of contracts, and the refund of money.

25 142. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to  
26 allow Plaintiff State of Minnesota to enforce its state law claims against Defendants  
27 for violations of the MN DTPA, the MN CFA, the MN DSSA, and the MN RLA.  
28 Minnesota Statutes sections 8.31, 325D.45, 325F.70, and 332B.13 and equity

1 authorize this Court to grant such relief as the Court finds necessary to redress injury  
2 to consumers resulting from violations of these statutes, including injunctive relief,  
3 rescission or reformation of contracts, restitution, the refund of monies paid, and the  
4 disgorgement of ill-gotten monies.

5 **PRAYER FOR RELIEF**

6 Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act,  
7 15 U.S.C. §§ 53(b) and 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. §  
8 6105(b), and the Court's own equitable powers, and Plaintiff State of Minnesota,  
9 pursuant to Minnesota Statutes sections 8.31, 325D.45, 325F.70, and 332B.13, and as  
10 authorized by the Court's own equitable powers, request that the Court:

- 11 A. Award Plaintiffs such preliminary injunctive and ancillary relief as may  
12 be necessary to avert the likelihood of consumer injury during the  
13 pendency of this action and to preserve the possibility of effective final  
14 relief, including a temporary and preliminary injunction, asset freeze,  
15 appointment of a receiver, an evidence preservation order, and expedited  
16 discovery;
- 17 B. Enter a permanent injunction to prevent future violations of the FTC  
18 Act, the TSR, TILA and its implementing Regulation Z, the MN DTPA,  
19 the MN CFA, the MN DSSA, and the MN RLA by Defendants;
- 20 C. Award such relief as the Court finds necessary to redress injury to  
21 consumers resulting from Defendants' violations of the FTC Act, the  
22 TSR, TILA and its implementing Regulation Z, the MN DTPA, the MN  
23 CFA, the MN DSSA, and the MN RLA, including rescission or  
24 reformation of contracts, restitution, the refund of monies paid, and the  
25 disgorgement of ill-gotten monies;
- 26 D. Award Plaintiff FTC the cost of bringing this action; and  
27  
28

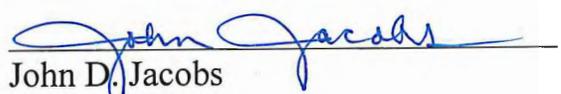
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

E. Award such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,

ALDEN F. ABBOTT  
General Counsel

DATED: Sept. 10, 2019

  
John D. Jacobs  
Delilah Vinzon  
Maricela Segura  
Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

and

KEITH ELLISON  
Attorney General  
State of Minnesota

DATED: \_\_\_\_\_

\_\_\_\_\_  
Adrienne L. Kaufman  
Assistant Attorney General  
  
Attorneys for Plaintiff  
STATE OF MINNESOTA

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  
28

E. Award such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,

ALDEN F. ABBOTT  
General Counsel

DATED: \_\_\_\_\_

\_\_\_\_\_  
John D. Jacobs  
Delilah Vinzon  
Maricela Segura  
Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

and

KEITH ELLISON  
Attorney General  
State of Minnesota

DATED: 9/10/2019

  
\_\_\_\_\_  
Adrienne L. Kaufman  
Assistant Attorney General

Attorneys for Plaintiff  
STATE OF MINNESOTA