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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 SOUTHERN DIVISION

14 FEDERAL TRADE COMMISSION,

15 Plaintiff,

16 v.

17 U.S. HOMEOWNERS RELIEF, INC.,
a California corporation;
18 WAYPOINT LAW GROUP, INC.,
a California corporation;
19 AMERICAN LENDING REVIEW,
20 INC., a California corporation;
21 NEW LIFE SOLUTIONS, INC.,
a California corporation;
22 D.G.C. CONSULTING, LLC,
a California limited liability company;
23 DLD CONSULTING, LLC, a California
24 limited liability company;
25 SAMUEL PAUL BAIN;
MACIE MEJECO BAIN, also known as
Macie Mejeco Manns;
26 AMINULLAH SARPAS, also known as
Amin Sarpas and David Sarpas; and
27 DAMON GRANT CARRIGER,
28

Defendants.

COMPLAINT

Case No. SACV10-01452 JST (PJWx)

COMPLAINT FOR
INJUNCTIVE
AND OTHER EQUITABLE
RELIEF

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FILED

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

2 1. The FTC brings this action under Sections 13(b) and 19 of the Federal
3 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the
4 Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing
5 Act”), 15 U.S.C. §§ 6101 - 6108, to obtain temporary, preliminary, and permanent
6 injunctive relief, rescission or reformation of contracts, restitution, the refund of
7 monies paid, disgorgement of ill-gotten monies, and other equitable relief for
8 defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C.
9 § 45(a), and in violation of the FTC’s Telemarketing Sales Rule (“TSR”),
10 16 C.F.R. Part 310, in connection with the marketing and sale of mortgage loan
11 modification and foreclosure relief services.

12 **JURISDICTION AND VENUE**

13 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
14 §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, 6102(c), and
15 6105(b).

16 3. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c), and
17 15 U.S.C. § 53(b).

18 **PLAINTIFF**

19 4. The FTC is an independent agency of the United States Government
20 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC
21 Act, 15 U.S.C. § 45(a), which prohibits unfair and deceptive acts or practices in or
22 affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C.
23 §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated and
24 enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive
25 telemarketing acts or practices.

26 5. The FTC is authorized to initiate federal district court proceedings, by
27 its own attorneys, to enjoin violations of the FTC Act and the TSR, and to secure
28 such equitable relief as may be appropriate in each case, including rescission or

1 reformation of contracts, restitution, the refund of monies paid, and the
2 disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A)-(B), 57b,
3 6102(c), and 6105(b).

4 **DEFENDANTS**

5 6. **Defendant U.S. Homeowners Relief, Inc.**, having also done business
6 as Greenleaf Modify and Greenleaf (“**U.S. Homeowners**”), is a California
7 corporation with a last known address of 17305 Daimler Street, Irvine, California.
8 It has also used the address 2101 E. 4th Street, Suite B260, Santa Ana, California.
9 U.S. Homeowners transacts or has transacted business in this District and
10 throughout the United States.

11 7. **Defendant Waypoint Law Group, Inc.**, (“**Waypoint**”) is a
12 California corporation with a last known address of 17305 Daimler Street, Irvine,
13 California. It has also used the address 2101 E. 4th Street, Suite B260, Santa Ana,
14 California, and owns the fictitious business name, “American Lending Review.”
15 Waypoint transacts or has transacted business in this District and throughout the
16 United States.

17 8. **Defendant American Lending Review, Inc.**, having also done
18 business as ALR Services and American Law Center (“**American Lending**”), is a
19 California corporation with a last known address of 17305 Daimler Street, Irvine,
20 California. It has also used the address 5000 Birch Street, Suite 3000, Newport
21 Beach, California. American Lending transacts or has transacted business in this
22 District and throughout the United States.

23 9. **Defendant New Life Solutions, Inc.**, (“**New Life**”) is a California
24 corporation with a last known address of 17305 Daimler Street, Irvine, California.
25 It has also used the addresses 2101 E. 4th Street, Suite B260, Santa Ana,
26 California; and 5000 Birch Street, Suite 3000, Newport Beach, California. New
27 Life transacts or has transacted business in this District and throughout the United
28 States.

1 10. **Defendant D.G.C. Consulting, LLC**, having also done business as
2 US Mortgage Solutions (“**DGC**”), is a California limited liability company with a
3 last known address of 17305 Daimler Street, Irvine, California. It has also used the
4 address 35554 Garden Court, Chino Hills, California. DGC transacts or has
5 transacted business in this District and throughout the United States.

6 11. **Defendant DLD Consulting, LLC**, (“**DLD**”) is a California limited
7 liability company with a last known address of 17305 Daimler Street, Irvine,
8 California. It has also used the address 205 15th Street # 18, Huntington Beach,
9 California. DLD transacts or has transacted business in this District and
10 throughout the United States.

11 12. **Defendant Samuel Paul Bain** (“**Paul Bain**”) is an officer, owner
12 and/or principal of U.S. Homeowners, Waypoint, New Life, and American
13 Lending. At times material to this Complaint, acting alone or in concert with
14 others, he has formulated, directed, controlled, had the authority to control, or
15 participated in the acts and practices set forth in this Complaint. Defendant Paul
16 Bain resides in and transacts or has transacted business in this District and
17 throughout the United States.

18 13. **Defendant Macie Mejeco Bain**, also known as Macie Mejeco Manns,
19 is an owner and/or principal of U.S. Homeowners, Waypoint, New Life, and
20 American Lending. At times material to this Complaint, acting alone or in concert
21 with others, she has formulated, directed, controlled, had the authority to control,
22 or participated in the acts and practices set forth in this Complaint. Defendant
23 Macie M. Bain resides in and transacts or has transacted business in this District
24 and throughout the United States.

25 14. **Defendant Aminullah Sarpas** (“**Sarpas**”), also known as Amin
26 Sarpas and David Sarpas, is an officer, owner and/or principal of U.S.
27 Homeowners, Waypoint, New Life, and American Lending. At times material to
28 this Complaint, acting alone or in concert with others, he has formulated, directed,

1 controlled, had the authority to control, or participated in the acts and practices set
2 forth in this Complaint. Defendant Sarpas resides in and transacts or has transacted
3 business in this District and throughout the United States.

4 15. **Defendant Damon Grant Carriger** (“Carriger”) is an officer, owner
5 and/or principal of Defendants DGC and DLD. At times material to this
6 Complaint, acting alone or in concert with others, he has formulated, directed,
7 controlled, had the authority to control, or participated in the acts and practices set
8 forth in this Complaint. Defendant Carriger resides in and transacts or has
9 transacted business in this District and throughout the United States.

10 **COMMON ENTERPRISE**

11 16. Defendants U.S. Homeowners, Waypoint, American Lending, New
12 Life, DGC, and DLD (collectively, “Corporate Defendants”) have operated as a
13 common enterprise while engaging in the deceptive acts and practices alleged
14 below. They have conducted these practices through a network of interrelated
15 companies that have common ownership, officers, business functions, and office
16 locations and have commingled their funds. Because the Corporate Defendants
17 have operated as a common enterprise, each of them is jointly and severally liable
18 for the acts and practices alleged below. Defendants Paul Bain, Macie Bain,
19 Sarpas, and Carriger (collectively, “Individual Defendants”) have formulated,
20 directed, controlled, had the authority to control, or participated in, the acts and
21 practices of the Corporate Defendants that constitute the common enterprise. The
22 Individual Defendants also engaged in the common enterprise by doing business as
23 Liberty Lending Review and US Financial Solutions (Paul Bain), New Life
24 (Sarpas, prior to incorporation of New Life), and US Mortgage Solutions and
25 Home Relief Center (Macie Bain).

1 **COMMERCE**

2 17. At all times relevant 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 **THE FEDERAL GOVERNMENT’S EFFORTS**
6 **TO ASSIST HOMEOWNERS**

7 18. The deep contraction in the economy and the housing market has
8 created devastating consequences for homeowners and communities throughout the
9 country. In response, the federal government has introduced and publicized widely
10 a number of federal homeowner relief and financial stability programs aimed at
11 reviving the United States economy and assisting distressed homeowners whose
12 mortgage loans have become unaffordable. These programs are promoted through
13 various websites, such as www.FinancialStability.gov and
14 www.MakingHomeAffordable.gov, both of which include official federal
15 government logos, links to official federal government websites, and other iconic
16 images or language.

17 **DEFENDANTS’ BUSINESS PRACTICES**

18 19. Since at least December 2008, Defendants have diverted consumers
19 from these authentic, government-affiliated programs by engaging in a course of
20 conduct to advertise, market, offer to sell, and sell to consumers mortgage loan
21 modification services. Defendants have done so through a series of companies and
22 assumed business names. In general, Defendants abandon the use of one corporate
23 or assumed business name to take up the next, but the practices alleged herein are
24 ongoing.

25 20. Defendants contact consumers initially through a variety of means,
26 including outbound telemarketing, television and radio advertising, Internet
27 websites, and flyers delivered by U.S. Mail. Defendants target consumers who are
28

1 behind in their mortgage payments or in danger of losing their homes to
2 foreclosure.

3 21. Defendants have engaged in telemarketing by participating in plans,
4 programs, or campaigns conducted to induce the purchase of goods or services by
5 use of one or more telephones and which involve more than one interstate
6 telephone call. Defendants' telemarketing activities include initiating calls to
7 customers, or having others initiate calls to customers, to induce the purchase of
8 mortgage loan modification and foreclosure relief services. Defendants also
9 engage in telemarketing by mailing, or causing others to mail, flyers delivered by
10 U.S. mail that invite consumers to contact the Defendants by telephone or via
11 Defendants' websites. The flyers that invite consumers to contact the Defendants
12 by telephone do not disclose the total costs to purchase, receive, or use Defendants'
13 services.

14 **Purported Loan Modification and Foreclosure Relief Services**

15 22. Defendants deceive consumers into spending hundreds or thousands
16 of dollars on their purported loan modification services.

17 23. Defendants' advertising promotes their ability to modify mortgage
18 loans and help consumers avoid foreclosure. For example, Defendants' radio
19 advertisements represented that Defendants could provide "a very attractive
20 mortgage modification that will keep you in your home that you have worked so
21 hard for." Defendants' websites represent that the companies' loan modification
22 services can reduce monthly payments, interest, and principal, and prevent
23 foreclosure. These websites also promise to "work with your lender, exploring
24 options that will provide a satisfactory conclusion for all parties involved."
25 Defendants represent that their expertise and established relationships with lenders
26 enable them to deliver on the promise of an affordable loan modification.

27 24. In numerous instances, Defendants mail to consumers postcards or
28 flyers that appear to be tailored specifically to the individual recipients. For

1 example, under the heading, “2009-A SPECIAL RELIEF ADVISORY,”
2 Defendants’ mailers asked consumers, “Are you in need of lower house payments
3 and a better interest rate?” The mailer claimed that the program it offered was
4 “designed to keep homeowners in their homes by negotiating a lower interest rate
5 and payment with your existing lender.” Following this text, the certainty that
6 consumers receiving these mailers could receive a desired loan modification was
7 communicated by text stating: “You have been **PRE-SELECTED**, your loan
8 situation has met our criteria” (emphasis in original). Subsequent detail specified
9 the loan amount, loan origination date, lender, and the consumer’s “New 30 Year
10 Fixed Payment.”

11 25. Defendants’ telemarketers make similar claims. In numerous
12 instances, Defendants’ telemarketers promise a loan modification that will reduce
13 the consumer’s required monthly payment, typically by hundreds of dollars.
14 Often, they also promise a reduced interest rate (as low as 2% to 4%), a reduced
15 principal amount, or both. In numerous instances, the telemarketer claims that the
16 principal amount owed by the consumer will be reduced so as not to exceed the
17 home’s value.

18 26. Defendants also claim that virtually all consumers will receive the
19 promised loan modification. For example:

- 20 a. Defendants’ websites make the following claims:
- 21 i. “With the right help, virtually any foreclosure situation
22 can be successfully resolved”;
 - 23 ii. “[Defendants] have the track record to prove” that they
24 can help with foreclosure problems;
 - 25 iii. Defendants’ affiliates “have helped hundreds of
26 homeowners to stop foreclosure”; and
- 27
28

1 respond to calls or emails from the consumers who paid their fees. In some
2 instances, Defendants have disconnected the telephone numbers they had provided
3 to these consumers. On several occasions, Defendants changed the name of their
4 business and continued the same business under a different name.

5 **False Government Affiliation Claims**

6 31. Some of Defendants' advertising bolsters their credibility by claiming
7 affiliation with a government entity. These claims are made in Defendants'
8 telemarketing, in television ads, and on the Internet. For example, many of
9 Defendants' websites include a web page titled, "Government Mortgage Relief
10 Program," and provide a telephone number belonging to defendants as the number
11 to "CALL NOW" for "Government Mortgage Relief." Defendants' telemarketers
12 tell consumers that their mortgage payments will be reduced as part of the "Obama
13 Act" or as part of the "federal stimulus program." The claim of government
14 affiliation is implicit when Defendants send consumers forms to complete on
15 letterhead for "Making Home Affordable.gov."

16 32. These claims of affiliation with the federal government are false.
17 Defendants are not part of, or affiliated with, the U.S. government or any agency
18 thereof, and Defendants are not carrying out a government program.

19 **Paul Bain's Role**

20 33. Defendant Paul Bain has operated U.S. Homeowners, New Life,
21 Waypoint, and American Lending jointly with Sarpas.

22 34. Paul Bain is president and CEO of U.S. Homeowners. He is the
23 responsible party on the service account that provided telephone service to U.S.
24 Homeowners. He is the email contact for a U.S. Homeowners' bank account. He
25 is the registrant for the website services for U.S. Homeowners. Paul Bain had
26 direct contact with U.S. Homeowners' customers both when soliciting sales and
27 when responding to refund requests.

1 35. Along with Defendants U.S. Homeowners and Sarpas, Paul Bain is a
2 co-owner of the fictitious business names Greenleaf and Greenleaf Modify, which
3 were used by U.S. Homeowners. Paul Bain is also the owner of the business
4 names American Lending Review and US Financial Solutions and has conducted
5 business under those names.

6 36. Paul Bain is the registrant and/or payor for website services for New
7 Life and American Lending. He is also the registrant of the domain names
8 LibertyLendingReview.us and UsFinancialSolutions.us, whose websites are
9 virtually identical to American Lending's website.

10 37. Paul Bain is the responsible party on a telephone service account used
11 to provide service to Waypoint, New Life, and American Lending.

12 38. Paul Bain is jointly and severally liable for the conduct of the
13 corporate defendants because he has the authority to control and direct the
14 companies' activities; has participated in those activities; and has knowledge of the
15 companies' misrepresentations and other misconduct.

16 **Macie M. Bain's Role**

17 39. Defendant Macie M. Bain is an owner and vice-president of U.S.
18 Homeowners.

19 40. Defendant Macie M. Bain, along with Defendant Sarpas, is an
20 authorized signer on a U.S. Homeowners bank account that has been used to pay
21 various corporate expenses for all of the corporate defendants, including but not
22 limited to telephone service for Defendants U.S. Homeowners, Waypoint,
23 American Lending, and New Life.

24 41. She is named by the telephone service provider as the customer for a
25 telephone line used to provide service to Defendants Waypoint and American
26 Lending d/b/a American Law Center.

1 42. She is the domain name registrant and/or payor for website services
2 used by Defendants Waypoint and New Life.

3 43. Macie M. Bain owns the assumed business names US Mortgage
4 Solutions, which has been used as a d/b/a of Defendant DGC Consulting, and
5 Home Relief Center.

6 44. Macie M. Bain is jointly and severally liable for the conduct of the
7 corporate defendants because she has the authority to control and direct the
8 companies' activities; has participated in those activities; and has knowledge of the
9 companies' misrepresentations and other misconduct.

10 **Sarpas's Role**

11 45. Sarpas is Chief Financial Officer and co-owner of Defendant U.S.
12 Homeowners, and authorized signer and designated "owner" of a U.S.
13 Homeowners bank account. Along with Defendant U.S. Homeowners and
14 Defendant Paul Bain, Sarpas is co-owner and General Partner of the fictitious
15 business names Greenleaf and Greenleaf Modify.

16 46. Sarpas is the responsible party and/or payor on U.S. Homeowners
17 telephone service accounts, including one or more accounts used to provide service
18 to Defendants U.S. Homeowners, New Life, Waypoint, and American Lending
19 d/b/a American Law Center.

20 47. Sarpas is president and CEO of New Life. Sarpas was domain name
21 registrant and/or payor for website services for Defendants U.S. Homeowners,
22 Waypoint, and New Life. Sarpas is also the administrative and technical contact
23 for the domain names HomeReliefCenter.com and ModHelpUSA.com.

24 48. Sarpas is jointly and severally liable for the conduct of the corporate
25 defendants because he has the authority to control and direct the companies'
26 activities; has participated in those activities; and has knowledge of the companies'
27 misrepresentations and other misconduct.

Carriger's Role

1
2 49. Carriger is the President and/or Member of Defendants DGC and
3 DLD. He has acted as a sales representative for U.S. Homeowners and Waypoint.
4 Through DLD, Carriger has received consumer payments solicited by Defendant
5 American Lending d/b/a American Law Center and Defendant DGC d/b/a US
6 Mortgage Solutions.

7 50. Carriger is jointly and severally liable for the conduct of the corporate
8 defendants because he has the authority to control and direct the companies'
9 activities; has participated in those activities; and has knowledge of the companies'
10 misrepresentations and other misconduct.

11
12 **VIOLATIONS OF SECTION 5 OF THE FTC ACT**

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

15 52. Misrepresentations or deceptive omissions of material fact constitute
16 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

17 **COUNT I**

18 **False or Misleading Claims Regarding Loan Modification Services**

19 53. In numerous instances, in connection with the advertising, marketing,
20 promotion, offering for sale, or sale of mortgage loan modification services,
21 Defendants have represented, directly or indirectly, expressly or by implication,
22 that consumers who purchase Defendants' services are highly likely to obtain a
23 mortgage loan modification that will make their mortgage payments substantially
24 more affordable.

25 54. In truth and in fact, consumers who purchase Defendants' services are
26 not highly likely to obtain a mortgage loan modification that will make their
27 mortgage payments substantially more affordable.

1 61. Therefore, Defendants’ representation as set forth in Paragraph 59 is
2 false and misleading and constitutes a deceptive act or practice in violation of
3 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

4 **THE TELEMARKETING SALES RULE**

5 62. Congress directed the FTC to prescribe rules prohibiting abusive and
6 deceptive telemarketing acts or practices pursuant to the Telemarketing Act,
7 15 U.S.C. §§ 6101-6108, in 1994. The FTC adopted the original Telemarketing
8 Sales Rule in 1995, extensively amended it in 2003, and amended certain sections
9 thereafter.

10 63. Defendants are “seller[s]” or “telemarketer[s]” engaged in
11 “telemarketing” as those terms are defined in the TSR, 16 C.F.R. § 310.2(z), (bb),
12 and (cc).

13 64. The TSR prohibits sellers and telemarketers from misrepresenting,
14 directly or by implication, in the sale of goods or services, any of the following
15 material information:

16 a. Any material aspect of the performance, efficacy, nature, or
17 central characteristics of goods or services that are the subject of a sales offer,
18 16 C.F.R. § 310.3(a)(2)(iii);

19 b. A seller’s or telemarketer’s affiliation with, or endorsement or
20 sponsorship by, any person or government entity, 16 C.F.R. § 310.3(a)(2)(vii); and

21 c. Any material aspect of the nature or terms of the seller’s refund,
22 cancellation, exchange, or repurchase policies, 16 C.F.R. § 310.3(a)(2)(iv).

23 65. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C.
24 § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation
25 of the TSR constitutes an unfair or deceptive act or practice in or affecting
26 commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

1
2 72. Consumers have suffered and will continue to suffer substantial injury
3 as a result of Defendants’ violations of the FTC Act and the TSR. In addition,
4 Defendants have been unjustly enriched as a result of their unlawful acts or
5 practices. Absent injunctive relief by this Court, Defendants are likely to continue
6 to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT’S POWER TO GRANT RELIEF

7
8 73. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court
9 to grant injunctive and such other relief as the Court may deem appropriate to halt
10 and redress violations of any provision of law enforced by the FTC. The Court, in
11 the exercise of its equitable jurisdiction, may award ancillary relief, including
12 rescission or reformation of contracts, restitution, the refund of monies paid, and
13 the disgorgement of ill-gotten monies, to prevent and remedy any violation of any
14 provision of law enforced by the FTC.

15 74. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the
16 Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as
17 the Court finds necessary to redress injury to consumers resulting from
18 Defendants’ violations of the TSR, including rescission and reformation of
19 contracts, and the refund of money.

PRAYER FOR RELIEF

20
21 75. Wherefore, Plaintiff Federal Trade Commission, pursuant to Sections
22 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the
23 Telemarketing Act, 15 U.S.C. § 6105(b), and the Court’s own equitable powers,
24 requests that the Court:

25 a. Award Plaintiff such preliminary injunctive and ancillary relief
26 as may be necessary to avert the likelihood of consumer injury during the pendency
27 of this action, and to preserve the possibility of effective final relief, including but
28 not limited to preliminary injunctions;

1 b. Enter a permanent injunction to prevent future violations of the
2 FTC Act and the TSR by Defendants;

3 c. Award such relief as the Court finds necessary to redress injury
4 to consumers resulting from Defendants' violations of the FTC Act and the TSR,
5 including but not limited to rescission or reformation of contracts, restitution, the
6 refund of monies paid, and the disgorgement of ill-gotten monies; and

7 d. Award Plaintiff the costs of bringing this action, as well as such
8 other and additional relief as the Court may determine to be just and proper.

9
10 Dated this 27th day of September, 2010.

Respectfully submitted,

11 WILLARD K. TOM
12 General Counsel
13 ROBERT J. SCHROEDER
14 Regional Director

15 _____
16 MAXINE R. STANSELL
17 JENNIFER LARABEE
18 Attorneys for Plaintiff
19 Federal Trade Commission
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