WILLARD K. TOM
General Counsel
CHRISTOPHER KOEGEL
STEPHANIE ROSENTHAL
GREGORY A. ASHE
Attorneys for Plaintiff
FEDERAL TRADE COMMISSION
600 Pennsylvania Avenue, N.W., NJ-3158
Washington, DC 20580
(202) 326-2761 (Koegel)
(202) 326-3332 (Rosenthal)
(202) 326-3719 (Ashe)
(202) 326-3768 (facsimile)
Email: ckoegel@ftc.gov, srosenthal@ftc.gov, gashe@ftc.gov

CARLIE CHRISTENSEN (Utah Bar No. 633)
United State Attorney
JEANNETTE F. SWENT (Utah Bar No. 6043)
Assistant United States Attorney
185 South State Street, Suite #300
Salt Lake City, UT 84111
(801) 524-5682 (telephone)
(801) 524-6924 (facsimile)
Email: jeannette.swent@usdoj.gov

UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

FEDERAL TRADE COMMISSION,	*	
	*	Case No. 2:10-cv-00225-DAK
Plaintiff,	*	
	*	PLAINTIFF'S REPLY IN
v.	*	SUPPORT OF ITS MOTION FOR
	*	SUMMARY JUDGMENT
LOANPOINTE, LLC, et al.,	*	
	*	
Defendants.	*	

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES AND REGULATIONS

MISCELLANEOUS

I. INTRODUCTION

The Court should grant the FTC's Motion for Summary Judgment because no genuine issue of material fact exists that requires resolution by trial. Defendants concede that they garnished at least $468,020 from consumers' wages as a result of a garnishment letter sent to consumers' employers misrepresenting that the Debt Collection Improvement Act of 1996 authorized them to garnish wages without a court order. Defendants also concede that they violated the Credit Practices Rule in the making of at least 7,121 payday loans. And Defendants do not dispute that they disclosed the existence and amount of consumers' debts to third-parties, including consumers' employers, offering no facts (only argument of counsel unsupported by the factual record) to dispute that such practice caused substantial harm to consumers.

The FTC does not dispute that Defendants discontinued sending the deceptive garnishment letter in October 2009. But the cessation of that practice does not negate the harm the months of its use caused to consumers or the need for injunctive and equitable monetary relief. With respect to their Credit Practices Rule violations, Defendants claim good faith and ignorance of the law, but those never have been valid defenses to liability and only further justify the need for injunctive and monetary relief. In short, nothing in Defendants' Opposition has established a genuine issue as to any material fact. Nothing in Defendants' Opposition has established that the FTC is not entitled to judgment as a matter of law.

II. THE COURT SHOULD ENTER SUMMARY JUDGMENT BECAUSE DEFENDANTS DO NOT DISPUTE ANY MATERIAL FACTS AT ISSUE

Summary judgment is appropriate where the admissible evidence shows that "there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed. R. Civ. P. 56(c). Asserted conclusions of law and unsupported factual allegations are insufficient to avoid summary judgment. *Bank v. Camp*, 396 F.2d 52, 55 (6th Cir.

1968). *See also Olympic Junior, Inc. v. David Crystal, Inc.*, 463 F.2d 1141, 1146 (3d Cir. 1972) (conclusory statements, general denials, and factual allegations not based on personal knowledge are insufficient to avoid summary judgment). "Affidavits or other evidence offered by a nonmovant must create a genuine issue for trial . . . it is not enough that the evidence be 'merely colorable' or anything short of 'significantly probative.'" *Hall v. Bellmon*, 935 F.2d 1106, 1111 (10th Cir. 1991) (internal quotations omitted).

Defendants do not dispute any material fact at issue in this case. Defendants' responses to the FTC's Statement of Material Facts fall into three categories:

- material facts which they concede are undisputed (FTC Statement of Material Fact Nos. 5, 6, 9, 10, 11, 12, 23, 27, 32, 34, 35, 36, 38, 39, 43, 44, 45);
- material facts which they do not dispute, because their response either: (a) raises collateral, irrelevant issues without addressing the underlying fact, (b) is unsupported by references to the factual record,[1] or (c) actually admits the underlying fact (FTC Statement of Material Fact Nos. 1, 2, 3, 4, 7, 8, 13, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 30, 31, 33, 37, 40, 41, 42, 46, 47, 48, 50, 51, 52, 53, 54[2]); and
- facts which they may dispute but which are not material (FTC Statement of Material Fact Nos. 14, 28, 29, 49).

Included within the second category are facts which Defendants admitted in their Answer to the FTC's Complaint or in their response to the FTC's First Set of Interrogatories or Requests for Admissions. Defendants are now attempting to dispute those facts through Defendant

---

[1] All such assertions, therefore, are merely statements of counsel, unsupported by competent evidence, and should be disregarded. *See Helmich v. Kennedy*, 796 F.2d 1441, 1443 (11th Cir. 1986) (statements of fact contained in a brief are not evidence); *British Airways Bd. v. Boeing Co.*, 585 F.2d 946, 952 (9th Cir. 1978), *cert. denied*, 440 U.S. 981 (1979) (legal memoranda and oral argument are not evidence).

[2] Defendants attempt to support their disputation of Facts 52, 53, and 54 with their belated responses to the FTC's Second Sets of Requests for Admissions. For the reasons set forth in the FTC's separate Opposition to Defendants' motion accept those responses, the Court should disregard those responses. Even if the Court accepts their responses, conclusory denials of admissions requests do not create a dispute of any material issue. As discussed throughout, the overwhelming undisputed evidence demonstrates that the FTC is entitled to summary judgment.

Strom's self-serving affidavit. The Court should disregard his affidavit. *Valley Forge Ins. Co. v. Health Care Mgmt. Ptnrs, Ltd.*, 616 F.3d 1086, 1095 (10th Cir. 2010) ("'conclusory and self-serving' affidavit is insufficient to create a factual dispute"); *Hansen v. United States*, 7 F.3d 137, 138 (9th Cir. 1993) ("When the nonmoving party relies only on its own affidavits to oppose summary judgment, it cannot rely on conclusory allegations unsupported by factual data to create an issue of material fact").

III. THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANTS HAVE VIOLATED SECTION 5 OF THE FTC ACT

Defendants misunderstand the nature of the Section 5 allegations against them. The FTC does not allege that Defendants' documents used in making payday loans were deceptive or failed to disclose the high interest rates or fees. Defendants instead made deceptive representations in violation of Section 5 in *collecting* on these payday loans. In particular, Defendants made explicitly false claims that the DCIA authorized non-federal government entities, like themselves, to garnish wages without a court order and that Defendants had provided consumers an opportunity to dispute their debts before seeking wage garnishment. In addition, Defendants engaged in unfairness in violation of Section 5 through disclosing consumers' debts to third parties, including their employers.

A. Defendants Concede That They Violated Section 5 as Alleged in Count I

Defendants concede that they sent letters to consumers' employers falsely claiming that the DCIA allowed them to garnish wages without a court order. (Def. Opp'n at 36 (admitting that "[t]his use was wrong").) Their only defense to liability is that the representation was made to consumers' employers not consumers. (*Id.* at 36.) But Section 5 is not limited solely to protecting individuals; both individuals and businesses can be consumers for purposes of Section 5 liability. *See, e.g., FTC v. Inc21.com Corp.*, 745 F. Supp. 2d 975, 982 (N.D. Cal. 2010)

("consumer" includes both business and individuals). Here, for purposes of Counts I and II, employers are the consumers to whom Defendants' deceptive garnishment letters were directed. To establish that an act or practice is deceptive under Section 5 of the FTC Act, the FTC must demonstrate that: (1) there was a representation; (2) the representation was likely to mislead consumers acting reasonably under the circumstances, and (3) the representation was material.[3] *See, e.g., FTC v. Tashman*, 318 F. 3d 1273, 1277 (11th Cir. 2003); *FTC v. Gill*, 265 F.3d 944, 950 (9th Cir. 2001). Here, the FTC has established with undisputed evidence all the necessary elements to establish deception: (1) there was a misrepresentation regarding the DCIA; (2) it was likely to mislead employers acting reasonably;[4] and (3) the representation was material.[5] Accordingly, the uncontroverted evidence demonstrates that Defendants violated Section 5 of the FTC Act as alleged in Count I of the Complaint.

B. Undisputed That Defendants Violated Section 5 as Alleged in Count II

There is also no dispute that Defendants' garnishment request letters to consumers' employers stated expressly that Defendants had notified consumers of Defendants' intent to

---

[3] Neither proof of consumer reliance nor consumer injury is necessary to establish a Section 5 violation. *FTC v. Freecom Commc'ns, Inc.*, 401 F.3d 1192, 1203 (10th Cir. 2005).

[4] It is enough that at least 20% of employers honored Defendants' deceptive garnishment request letters to establish this element. It is well-established in FTC law that "an ad is misleading if at least a significant minority of reasonable consumers are likely to take away the misleading claim." *See In re Telebrands,* 140 F.T.C. 278, 291 (2005). Indeed, as little as ten percent can be sufficient to constitute a "significant minority." *Id.* at 325 (noting that FTC and Lanham Act cases where net takeaway of 10%, or even lower, support finding that the ads communicated the claims at issue). *See also Firestone Tire & Rubber Co. v. FTC*, 481 F.2d 246, 249 (6th Cir. 1973) (it would be "hard to overturn the deception findings of the Commission if the ad thus misled 15% (or 10%) of the buying public"); *Mutual of Omaha Ins. Co. v. Novak*, 836 F.2d 397, 400 (8th Cir. 1987) (10% net takeaway was enough to support finding that claim was communicated in Lanham Act case); *Goya Foods, Inc. v. Condal Distribs., Inc.*, 732 F. Supp. 453, 467-57 (S.D.N.Y. 1990) (net takeaway of 9% justified finding claim was made).

[5] Because the claim is express, it is presumed to be material. *See, e.g., FTC v. SlimAmerica*, 77 F. Supp. 2d 1263, 1272 (S.D. Fla. 1999).

garnish and Defendants had given consumers the opportunity to object.[6] With respect to whether that statement was true, Defendants offer only their own self-serving declaration and attempt to refute one of the FTC's three consumer declarants.[7] Defendants do not dispute the statements of consumers Burkhart or Okibe reporting that they had not received notice or been given an opportunity to object.[8] Defendants also fall back on the language of the original loan documents

---

[6] Defendants go to great lengths arguing their loan documents were not deceptive, stating that the FTC has failed to put forward survey evidence as to how consumers interpreted those documents. (*See* Def. Opp'n at 35-36.) First, other than challenging the wage assignment clause in those contracts as violating the Credit Practices Rule, the FTC has not alleged that Defendants' loan documents violated the law. Thus, Defendants' argument concerning how consumers would interpret their loan documents is not relevant to the Complaint or pending motion. Second, even if it were relevant, extrinsic evidence is not necessary for express claims, as even the cases cited by Defendants make clear. *See Zauderer v. Office of Disciplinary Counsel*, 471 U.S. 626, 652-53 (1985) ("when possibility of deception" is "self-evident," consumer survey is not required); *Kraft, Inc. v. FTC*, 970 F.2d 311, 321 (7th Cir. 1992) (same). Even with claims in which an implied message is clearly conveyed on its face, courts routinely rely on their own fact-finding ability to determine the "net-impression" of an ad and decide what messages the ad conveys to consumers. *FTC v. Gill*, 71 F. Supp. 2d 1030, 1043 (C.D. Cal. 1999); *see also Kraft,* 970 F.2d at 321.

[7] Nothing in the factual record refutes consumer Elia Ho's statements that she did not receive notice of Defendants' intent to garnish her wages or an opportunity to object. At most the factual record indicates that Defendants attempted to call Ms. Ho and attempted to send emails. (Decl. Strom Opp'n Summ. J. Ex. C.) None of Defendants' calls resulted in actually speaking with Ms. Ho – in a few instances they left a voicemail (but nothing in the record indicates the content of the voicemail message), although in several instances Ms. Ho's voicemail box was full so no message could be left. (*Id.*) Further, nothing in the factual record shows that Defendants' emails were ever opened or read by Ms. Ho. Indeed, given the sophistication of today's spam filters, there is no guarantee that Defendants' emails even made it into Ms. Ho's email inbox even assuming they were sent.

[8] Defendants weakly suggest that the FTC has not provided enough complaining consumers without providing any evidence of consumer perception themselves. (*See* Def Opp'n at 35.) The evidence amply shows that Defendants' practices are deceptive, and the law does not require the FTC to submit declarations from all injured consumers. *See In re Nat'l Credit Mgmt. Group, Inc.*, 21 F. Supp. 2d 424, 442 n. 31 (D.N.J. 1998) (rejecting the defendants' argument that only a limited percentage of customers complained); *FTC v. Wilcox*, 926 F. Supp. 1091, 1099 (S.D. Fla. 1995) (same). In any event, as discussed above, the FTC need not demonstrate that any consumers were actually misled, only that a material representation or omission was *likely to* mislead consumers.

as support that their representation is true. But the fact that the original loan documents contained a wage assignment clause does not put consumers on notice that Defendants would attempt to garnish their wages. Nor does it give consumers the opportunity to object. Indeed, at the time loans were made, consumers had no reason to believe that garnishment would occur. Accordingly, the uncontroverted evidence demonstrates that Defendants violated Section 5 of the FTC Act as alleged in Count II of the Complaint.

C. Undisputed That Defendants Violated Section 5 as Alleged in Count III

Defendants also do not dispute that they disclosed the existence of consumers' debts to employers. Count III alleges that this practice is unfair. Defendants' Opposition confuses unfairness with deception. Defendants offer no factual evidence to counter the representative experiences described in the FTC's opening brief regarding the harm – fear of job loss, embarrassment, etc. – Defendants caused when they revealed consumers' debts to their employers.[9] Neither do they offer any evidence as to how consumers reasonably could have avoided these harms. Finally, they offer no evidence of countervailing benefit to consumers or to competition that might occur as a result of disclosing consumers' debts to their employers.[10]

---

[9] Injury may be sufficiently substantial if it causes a small harm to a large class of people, *FTC v. Windward Mktg., Ltd.*, 1997 U.S. Dist. LEXIS 17114, at *29-31 (N.D. Ga. Sep. 30, 1997) (unpublished), or severe harm to a limited number of people. *In re Int'l Harvester*, 104 F.T.C. 949, 1064 (1984). Moreover, non-economic harm, such as emotional impact harm, can also be sufficient harm to support unfairness liablity. *See FTC v. Accusearch*, 2007 U.S. Dist. LEXIS 74905, at *23-24 (D. Wyo. Sep. 28, 2007) (unpublished), *aff'd*, 570 F.3d 1187 (10th Cir. 2009).

[10] Defendants suggest that the FDCPA's prohibition of unfair debt collection practices preempts Section 5 of the FTC Act's general prohibition on unfairness and thus Defendants cannot be held liable for their unfair practices under Section 5. (Def. Opp'n at 40). Defendants, however, offer no legal support for this argument. First, there is no indication that Congress expressly preempted Section 5 through enacting the FDCPA. Nothing in the language of the FDCPA or the FTC Act, or their legislative histories, states or even suggests that Congress intended to preempt the FTC Act with the FDCPA with respect to debt collection practices. Second, a later statute only impliedly preempts a pre-existing statute if there exists an

(continued...)

Accordingly, Defendants' practice is unfair and in violation of Section 5 of the FTC Act, as alleged in Count III of the Complaint.

IV. THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANTS HAVE VIOLATED THE FDCPA AS ALLEGED IN COUNTS IV, V, AND VI

As discussed in Section III above, the undisputed evidence shows that Defendants violated Section 5 of the FTC Act. The same conduct also violates the FDCPA. Defendants' only argument is that the FDCPA does not apply to them. First, they argue that they are creditors and thus are exempt from the FDCPA. The undisputed facts, however, demonstrate that Defendants have lent under the name "GeteCash" but have collected using the name "LoanPointe."[11] By sending garnishment request packets using a fax coversheet from LoanPointe, with a LoanPointe fax tagline, and signed "LoanPointe Garnishment Manager" when the debt is to GeteCash, Defendants have created the impression that a third person (LoanPointe) other than the creditor (GeteCash) is attempting to collect the payday loan. The law is clear that a creditor brings itself within the FDCPA's coverage if "in the process of collecting [its] own debts, [it] uses any name other than [its] own which would indicate that a third person is collecting or attempting to collect such debts." 15 U.S.C. § 1692a(6); *Catencamp v. Cendant Timeshare Resort Group - Consumer Fin., Inc.*, 471 F.3d 780, 781 (7th Cir. 2006).

Defendants next argue that even if they are collecting under a different name, LoanPointe and GeteCash are related by common ownership or affiliated by corporate control and thus

---

[10] (...continued)
irreconcilable conflict, such as imposition of incompatible or conflicting obligations. *FTC v. Ken Roberts, Co.*, 276 F.3d 583, 592 (D.C. Cir. 2001) (citing *Morton v. Mancari*, 417 U.S. 535, 550-51 (1974)). Defendants have not identified, much less proven, the existence of incompatible or conflicting obligations for debt collectors subject to the prohibitions on unfairness in Section 5 and the FDCPA.

[11] Whether GeteCash and LoanPointe are one corporate entity or two entities operating as a common enterprise is immaterial.

exempt under 15 U.S.C. § 1692a(6)(B). This provision only applies, however, "if the principal business of [the person collecting the debt] is not the collection of debts." 15 U.S.C. § 1692a(6)(B); *Hartman v. Meridian Fin. Servs., Inc.*, 191 F. Supp. 2d 1031, 1041 (W.D. Wis. 2002). Here, it is undisputed that payday lending and collecting on those loans are Defendants' principal businesses. Thus, they are not able to take advantage of this exclusion from coverage. Accordingly, the FDCPA applies to Defendants and, as discussed in Section III above in the context of the parallel Section 5 allegations, the undisputed evidence shows that Defendants have violated the FDCPA as alleged in Counts IV, V, and VI.

V. THE UNDISPUTED FACTS DEMONSTRATE THAT DEFENDANTS HAVE VIOLATED THE CREDIT PRACTICES RULE AS ALLEGED IN COUNT VII

Defendants admit that they failed to meet Section 444.2(a)(3) of the Credit Practices Rule's requirements for a lawful wage assignment clause. Defendants argue that to establish a violation of the Credit Practices Rule (beyond showing that their loan documents included a wage assignment clause that failed to satisfy Section 444.2(a)(3)), the FTC must separately show that such Credit Practices Rule violation is also a deceptive or unfair practice. (Def. Opp'n at 41-42.) In promulgating the Credit Practices Rule, the FTC has already found that wage assignment clauses not meeting the requirements of Section 444.2(a)(3) are unfair. *Am. Fin. Servs. Ass'n v. FTC*, 767 F.2d 957, 974-75 (D.C. Cir. 1985), *cert. denied*, 475 U.S. 1011 (1986). Defendants misunderstand the prefatory language to Section 444.2, which states "[i]n connection with the extension of credit to consumers. . ., it is an unfair act or practice within the meaning of Section 5 [of the FTC Act] for a lender . . .to . . ." When the Rule states that certain practices are "unfair" within the meaning of Section 5, it merely reflects the conclusions the FTC reached based on extensive evidence in the record of a rulemaking proceeding, in particular that wage assignment clauses not meeting Section 444.2(a)(3) cause substantial harm to consumers.

Moreover, Defendants' violation of the Credit Practices Rule was more than a "technicality." Their unlawful wage assignment clause tainted all of their future debt collection efforts and consumers' and employers' responses thereto. Thus, Defendants have violated the Credit Practices Rule as alleged in Count VII.

VI. DISGORGEMENT IS APPROPRIATE

As discussed, on all counts of the Complaint, Defendants either concede liablity or do not dispute the material facts sufficient to establish liability. They raise no objection to the proposed injunctive relief. They raise no argument that the individual defendant Joe Strom should not be liable for injunctive and monetary relief. Their sole remaining argument is that awarding disgorgement is unjust.

As Defendants note, the "purpose of disgorgement is to deprive the wrongdoer of his ill-gotten gains." (Def. Opp'n at 42.) "[D]isgorgement should include all gains flowing from the illegal activities." *FTC v. Neovi, Inc.*, 604 F.3d 1150, 1159 n.8 (9th Cir. 2010). Contrary to Defendants' argument, however, the FTC does not need to tie disgorgement to actual consumer loss. *See SEC v. Blavin*, 760 F.2d 706, 713 (6th Cir. 1985) ("the district court possesses the equitable power to grant disgorgement without inquiring whether, or to what extent, identifiable private parties have been damaged by . . . fraud").

Here, it is undisputed that Defendants took in at least $468,020.91 through their garnishment packages that violated Section 5 of the FTC Act and the FDCPA. Thus, the FTC is entitled to a judgment requiring that Defendants disgorge this amount to remedy their violations of the FTC Act and the FDCPA as alleged in Counts I, II, III, IV, V, and VI.

With respect to Count VII, it is undisputed that Defendants collected a total of $3,013,044 from consumers on loans with a wage assignment clause that violated the Credit

Practices Rule. Of that amount only $976,107.54 represents principal consumers repaid to Defendants, (PX15 Att. A at 6-7), the remaining $2,036,936.67 represents Defendants gains "flowing from [their] illegal activities." Defendants argue that their "good faith" should absolve them from monetary liability. This argument is without legal support. The law is clear that good faith is relevant as to the scope of injunctive, but not monetary, relief. *See FTC v. Magazine Solutions, LLC*, 2009 U.S. Dist. LEXIS 23708, at *3 (W.D. Pa. Mar. 20, 2009) (unpublished); *FTC v. CEO Group, Inc.*, 2007 U.S. Dist. LEXIS 10619, at *4 (S.D. Fla. Feb. 15, 2007) (unpublished), *FTC v. Hang-Up Art Enter.*, 1995 U.S. Dist. LEXIS 21444, at *10-11 (C.D. Cal. Sep. 27, 1995) (unpublished).

Nor do the undisputed facts support Defendants' good faith argument. Defendants chose to forego even the most basic due diligence about the statutes and regulations that govern their chosen business. A basic search of the FTC's website, for example, would have alerted them to the Credit Practices Rule and business guidance materials about the Rule. They also employed language in their garnishment request packets that, at the very least, they should have known was deceptive. And Defendants admit flouting the laws of many of the states in which they did business. (Def. Opp'n at 7-8.) None of this bespeaks of Defendants doing business in good faith. The FTC thus is entitled to judgment in the amount of $2,036,936 as monetary relief for Defendants' violations of the Credit Practices Rule as alleged in Count VII.

VII. CONCLUSION

For the reasons set forth herein and in the FTC's opening brief, the FTC respectfully requests that the Court grant the FTC's motion for summary judgment against Defendants and enter the proposed order previously filed. The Court should order disgorgement of Defendants' ill-gotten gains. Defendants should not be given one free bite at the apple.

Dated: May 5, 2011

Respectfully submitted,

WILLARD K. TOM
General Counsel

/s/Gregory A. Ashe
CHRISTOPHER KOEGEL
STEPHANIE ROSENTHAL
GREGORY A. ASHE
Federal Trade Commission
600 Pennsylvania Avenue, N.W., NJ-3158
Washington, DC 20580
(202) 326-2761 (Koegel)
(202) 326-3332 (Rosenthal)
(202) 326-3719 (Ashe)
(202) 326-3768 (facsimile)
Email: ckoegel@ftc.gov, gashe@ftc.gov, srosenthal@ftc.gov

CARLIE CHRISTENSEN (Utah Bar No. 633)
United State Attorney
JEANNETTE F. SWENT (Utah Bar No. 6043)
Assistant United States Attorney
185 South State Street, Suite #300
Salt Lake City, UT 84111
(801) 524-5682 (telephone)
(801) 524-6924 (facsimile)
Email: jeannette.swent@usdoj.gov

Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

:

CERTIFICATE OF SERVICE

Undersigned counsel certifies that on May 5, 2011, the **PLAINTIFF'S REPLY IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT** was electronically filed with the Clerk of Court using the CM/ECF system, which will automatically send email notification of such filing to the following attorneys of record:

Jeannette F. Swent
Matthew R. Lewis
John J.E. Markham, II
Ryan R. West
Gregory A. Ashe
Christopher T. Koegel
Stephanie K. Rosenthal

s/Gregory A. Ashe
Gregory A. Ashe
Attorney for the Federal Trade Commission