

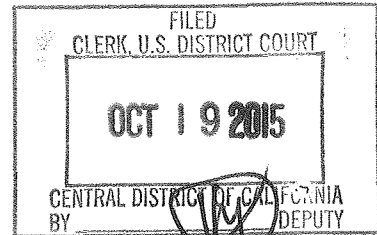
ORIGINAL

1 JONATHAN E. NUECHTERLEIN
General Counsel

2 CONNOR SHIVELY (WA Bar No. 44043)
3 cshively@ftc.gov
4 RICHARD McKEWEN (WA Bar No. 45041)
rmckewen@ftc.gov
Federal Trade Commission
5 915 Second Ave., Suite 2896
Seattle, WA 98174
6 Phone: 206-220-6350/Fax: 206-220-6366

7 LOCAL COUNSEL
8 RAYMOND E. MCKOWN (CA Bar No. 150975)
rmckown@ftc.gov
Federal Trade Commission
9 10877 Wilshire Blvd., Suite 700
Los Angeles, CA 90024
10 Phone: 310-824-4343/Fax: 310-824-4380

11 Counsel for Plaintiff
FEDERAL TRADE COMMISSION



12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14
15

16 FEDERAL TRADE COMMISSION,

17 Plaintiff,

18 --v.--

19 BAM FINANCIAL, LLC, a California
20 Limited Liability Company, also
doing business as West and
21 Associates, Chelsea & Associates,
and Chelsea Financial;

22 EVERTON FINANCIAL, LLC, a
23 California Limited Liability
Company, also doing business as
24 West and Associates;

16 SACV 15-01672 JVS (DFM) Civ. No.:

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF

I/s 21 days
see w/raf

LOGGED

OCT 19 2015
U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

1
2 **LEGAL FINANCIAL CONSULTING,**
3 **LLC, a California Limited Liability**
4 **Company, also doing business as**
5 **West and Associates Services;**

6
7 **LUIS O. CARRERA, also known as**
8 **Luis O. Carrera-Cavero;**

9
10 and

11 **ROBERTO LLAURY,**

12 **Defendants.**

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

14 1. The FTC brings this action under Sections 13(b) of the Federal Trade
15 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), and Section 814 of the Fair Debt
16 Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692*l*, to obtain temporary,
17 preliminary, and permanent injunctive relief, rescission or reformation of contracts,
18 restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other
19 equitable relief for Defendants’ acts or practices in violation of Section 5(a) of the
20 FTC Act, 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. §§ 1692 *et seq.*, in connection
21 with Defendants’ deceptive and abusive debt collection activities.

22 JURISDICTION AND VENUE

23 2. This Court has subject matter jurisdiction over this action pursuant to
24 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), and 1692*l*.

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

3 **PLAINTIFF**

4 4. The FTC is an independent agency of the United States Government
5 created by statute. 15 U.S.C. §§ 41 *et seq.* The FTC enforces Section 5(a) of the FTC
6 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or
7 affecting commerce. The FTC also enforces the FDCPA, 15 U.S.C. § 1692 *et seq.*,
8 which prohibits abusive, deceptive, and unfair debt collection practices.

9 5. The FTC is authorized to initiate federal district court proceedings, by its
10 own attorneys, to enjoin violations of the FTC Act and the FDCPA, and to secure such
11 equitable relief as may be appropriate in each case, including rescission or reformation
12 of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten
13 monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A), and 1692l(a). Section 814 of the FDCPA
14 further authorizes the FTC to use all of its functions and powers under the FTC Act to
15 enforce compliance with the FDCPA, including the power to enforce the provisions of
16 the FDCPA in the same manner as if the violations were violations of an FTC trade
17 regulation rule. 15 U.S.C. § 1692l.

18 **DEFENDANTS**

19 6. Defendant **BAM Financial, LLC** (“BAMF”), also doing business as
20 **West and Associates, Chelsea & Associates, and Chelsea Financial**, is a California
21 limited liability company created in February 2011, with a business address of 2101
22 Business Center Dr., Suite 215, Irvine, CA 92612. Defendant BAMF transacts or has
23 transacted business in this District and throughout the United States.

1 7. Defendant **Everton Financial, LLC** (“Everton”), also doing business as
2 **West and Associates**, is a California limited liability company created in January
3 2015, with a registered business address of 2101 Business Center Dr., Suite 215,
4 Irvine, CA 92612. Defendant Everton transacts or has transacted business in this
5 District and throughout the United States.

6 8. Defendant **Legal Financial Consulting, LLC** (“Legal Financial”), also
7 doing business as **West and Associates Services**, is a California limited liability
8 company created in June 2013, with registered business addresses of 2081 Business
9 Center Dr., Suite 215, Irvine, CA 92612 and 2101 Business Center Drive, Suite 215,
10 Irvine, CA 92612. Defendant Legal Financial transacts or has transacted business in
11 this District and throughout the United States.

12 9. Defendant **Luis O. Carrera** (“Carrera”), also known as **Luis O.**
13 **Carrera-Cavero**, is the president and CEO of Defendant BAMF, and the CEO and
14 managing member of Defendant Everton. At all times material to this Complaint,
15 acting alone or in concert with others, he has formulated, directed, controlled, had the
16 authority to control, or participated in the acts and practices of Defendants BAMF,
17 Everton, and Legal Financial, including the acts and practices set forth in this
18 Complaint. Defendant Carrera resides in this District and, in connection with the
19 matters alleged herein, transacts or has transacted business in this District and
20 throughout the United States.

21 10. Defendant **Roberto Llaury** (“Llaury”) is the president and CEO of
22 Defendant Legal Financial, and a managing member of Defendant Everton. At all
23 times material to this Complaint, acting alone or in concert with others, he has
24

1 formulated, directed, controlled, had the authority to control, or participated in the acts
2 and practices of Defendants BAMF, Everton, and Legal Financial, including the acts
3 and practices set forth in this Complaint. Defendant Carrera resides in this District
4 and, in connection with the matters alleged herein, transacts or has transacted business
5 in this District and throughout the United States.

6 COMMON ENTERPRISE

7 11. Defendants BAMF, Everton, and Legal Financial (collectively,
8 “Corporate Defendants”) have operated together as a common enterprise in
9 conducting the business practices described in this Complaint. The Corporate
10 Defendants are interrelated companies that have common ownership, officers,
11 managers, and business functions. They do business under similar fictitious names,
12 and they currently share the same business address. Rental payments for an additional
13 business location have been paid out of both the BAMF and Legal Financial business
14 accounts. BAMF and Legal Financial have employed several of the same staff, share
15 the same certified public accountant, and purchase debt portfolios from the same
16 company. Individual defendants Carrera and Llaury are the primary recipients of
17 funds flowing to and between BAMF and Legal Financial. Because these Corporate
18 Defendants have operated as a common enterprise, each of them is jointly and
19 severally liable for the acts and practices alleged below. Individual Defendants Llaury
20 and Carrera have formulated, directed, controlled, or had authority to control, or
21 participated in the acts and practices of the Corporate Defendants that comprise the
22 common enterprise. The common enterprise transacts or has transacted business in
23
24

1 this District and a substantial part of the events or omissions giving rise to the claims
2 occurring herein have occurred in this District.

3 **COMMERCE**

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

7 **DEFENDANTS' BUSINESS ACTIVITIES**

8 13. Defendants are third-party debt collectors that purchase portfolios of old
9 past-due consumer debt, primarily credit card debt that has been charged off by the
10 credit card issuer. Defendants attempt to collect on that debt by contacting consumers
11 over the telephone, by mail, and over the Internet.

12 14. Since at least 2011, Defendants have regularly engaged in abusive and
13 deceptive acts or practices in an effort to extract money from consumers around the
14 country.

15 15. Defendants' initial contact with consumers is usually by telephone.
16 Defendants' debt collectors call consumers and tell them that they owe Defendants
17 substantial sums of money for an outstanding debt. Typically these are credit card
18 debts that may be as much as ten years old.

19 16. In numerous instances, Defendants have called consumers repeatedly or
20 continuously with the intent to annoy, harass, or abuse. For example, Defendants
21 have: (i) continued to call consumers and their family members even after being told
22 to stop; (ii) called multiple times per day or frequently over an extended period of
23 time; and (iii) called the consumers' places of employment, even though the collectors
24

1 know or should know that it is inconvenient for them to receive calls there. In one
2 case, after the consumer disclosed that she worked for a government agency and asked
3 not to be contacted at work through a public number, Defendants immediately called
4 her employer's main office number and asked for the consumer's supervisor's name
5 and number and left a message.

6 17. In many cases, Defendants have used obscene or profane language or
7 language the natural consequence of which is to abuse the hearer, in an attempt to
8 coerce consumers into paying them. For example, Defendants told one consumer's
9 mother that "no wonder your daughter is in such a predicament with a mother like
10 you." In another instance, Defendants told the consumer that he was "obviously ...
11 not a genius" because he answered the Defendants' calls at work. Defendants told
12 another consumer that they would "come after her a**," and another that she was
13 lying and should "shut up."

14 18. Defendants also frequently have claimed that they are law enforcement,
15 lawyers, members of a law firm, or working with a law firm, when in fact, they are
16 not.

17 19. Defendants have routinely sent consumers a form letter titled
18 "LITIGATION NOTICE" with a reference line of "CHELSEA AND ASSOCIATES
19 vs. [CONSUMER]" or "BAM FINANCIAL vs. [CONSUMER]" or "WEST AND
20 ASSOCIATES vs. [CONSUMER]." The letter also contains multiple other false
21 threats and misrepresentations. For example, the letter states that the consumer must
22 contact the Defendants within 10 days or "litigation will be commenced immediately."
23 The letter also states that the consumer will be required to pay 10% interest on the
24

1 unpaid balance of the judgment, as well as “attorneys fees, court costs, and processing
2 fees.” And in these letters, Defendants warn that other adverse action will be taken
3 against consumers, including wage garnishment, levy on the consumer’s bank
4 accounts or safe deposit box, liens on real or personal property and suspension of real
5 estate, contractor, or driver’s license.

6 20. In their telephone calls to consumers, Defendants also have used false
7 threats and other means of intimidation to try to coerce consumers into paying them.
8 For example, Defendants have falsely threatened consumers with lawsuits, or falsely
9 asserted that a lawsuit has already been filed against the consumer.

10 21. In fact, after Defendants have threatened legal action, Defendants usually
11 have not filed any such action to collect the debt. In addition, because they have not
12 filed an action, obtained a judgment, and received an award of costs, Defendants
13 cannot hold the consumer liable for any expenses or legal fees that they incur.

14 22. In numerous instances, Defendants have falsely threatened consumers
15 with arrest or incarceration if the consumer refuses to pay. In one instance,
16 Defendants told a consumer’s 84 year-old mother that they had a warrant out for her
17 daughter’s arrest, and later told the consumer they were bounty hunters who would
18 arrange for the sheriff to serve her. Defendants have also falsely threatened to report
19 consumers to government authorities and falsely threatened the loss of child custody if
20 the consumer refuses to pay.

21 23. Defendants have called consumers and employers, and falsely claimed to
22 be process servers seeking an address at which the consumer may be served with legal
23 process in connection with an action against the consumer.

1 24. On many occasions, Defendants also have telephoned consumers' family
2 members and told them that the consumer is delinquent on a debt and that the
3 consumer will suffer adverse consequences if the consumer fails to make a payment.

4 25. In addition, in their initial and in their subsequent communications with
5 consumers, Defendants have frequently failed to identify themselves as debt
6 collectors.

7 26. In their initial communications with consumers, Defendants also have
8 frequently failed to disclose that information obtained from the consumer will be used
9 for debt collection purposes.

10 27. And in numerous instances, Defendants have failed to provide consumers
11 within five days after the initial communication with a statutorily-required written
12 notice – where the information was not contained in the initial communication and the
13 consumer had not paid the debt – setting forth: (1) the amount of the debt; (2) the
14 name of the creditor to whom the debt is owed; (3) a statement that unless the
15 consumer disputes the debt, the debt will be assumed valid; and (4) a statement that if
16 the consumer disputes all or part of the debt in writing within 30 days, the debt
17 collector will obtain verification of the debt or a copy of a judgment against the
18 consumer and a copy of such verification or judgment will be mailed to the consumer
19 by the debt collector. In numerous instances, Defendants have refused to provide
20 consumers with this notice despite consumers' repeated requests, and as a result,
21 consumers have not been informed about their statutory right to dispute the validity of
22 a debt.

1 28. Defendants also have continued their collection efforts even after
2 consumers have called into question the legitimacy of the debts, without investigating
3 and verifying that the consumers in fact owe the debt, or owe the amount claimed.
4 For example, in one instance, Defendants sent the consumer, a service member, a
5 "Litigation Notice" and falsely threatened to take action against him under the
6 Uniform Code of Military Justice even though the consumer told Defendants he was
7 the victim of identity theft and that the debt had been paid in full. In another instance,
8 Defendants threatened to take everything the consumer owned, despite the fact that
9 the consumer told Defendants that she had never received any information or notice
10 regarding the debt and that she had called the original creditor who had no record of
11 an account in her name. When she requested that Defendants provide verification of
12 the debt, Defendants refused.

13 29. In these and other instances, Defendants have failed to review
14 information substantiating the debt or its amount, or have failed to consider the
15 consumers' challenges regarding the debt, prior to continuing collection.

16 **VIOLATIONS OF SECTION 5 OF THE FTC ACT**

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

19 31. Misrepresentations or deceptive omissions of material fact constitute
20 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

21 **COUNT I**

22 32. In numerous instances, in connection with the collection of consumer
23 debts, Defendants have represented to consumers or third parties, directly or
24

1 indirectly, expressly or by implication, that the consumer owes a debt that the
2 Defendants have the legal authority to collect.

3 33. In truth and in fact, in numerous instances in which the Defendants have
4 made the representations set forth in Paragraph 32 of this Complaint, these
5 representations have been false, or Defendants have not had a reasonable basis for the
6 representations at the time they were made, including, but not limited to, where
7 consumers have already challenged or attempted to challenge the validity or accuracy
8 of the purported debt and Defendants have failed to review information substantiating
9 the amount of debt, or have failed to consider the consumers' challenges, prior to
10 continuing collection.

11 34. Therefore, Defendants' representations set forth in Paragraph 32 of this
12 Complaint constitute deceptive acts or practices in violation of Section 5(a) of the
13 FTC Act, 15 U.S.C. § 45(a).

14 **COUNT II**

15 35. In numerous instances, in connection with the collection of consumer
16 debts, Defendants have represented to consumers or third parties, directly or
17 indirectly, expressly or by implication, that:

- 18 a. Defendants' collection agents are process servers seeking to serve
19 the consumer with pleadings or legal papers pertaining to a lawsuit
20 filed against the consumer;
- 21 b. Defendants' collection agents are lawyers, members of a law firm,
22 working with a law firm, or members of law enforcement;
- 23
24

1 c. Nonpayment of the consumer's debt will result in the consumer's
2 arrest or a specific adverse action by the government, or in the
3 seizure, garnishment, or attachment of the consumer's property or
4 wages; or

5 d. Defendants have filed, or intend to file imminently, a lawsuit
6 against the consumer.

7 36. In truth and fact, in numerous instances in which Defendants have made
8 the representations set forth in Paragraph 35 of this Complaint,

9 a. Defendants' collection agents are not process servers, are not
10 working with process servers, and are not seeking to serve the
11 consumer with pleadings or legal papers pertaining to a lawsuit
12 filed against the consumer;

13 b. Defendants' collection agents are not lawyers, members of a law
14 firm, working with a law firm, or members of law enforcement;

15 c. Nonpayment of a purported debt will not result in the consumer's
16 arrest or a specific adverse action by the government, or in the
17 seizure, garnishment, or attachment of the consumer's property or
18 wages; and

19 d. Defendants have not filed, and do not intend to file imminently, a
20 lawsuit against the consumer.

21 37. Therefore, Defendants' representations, as set forth in Paragraph 35 of
22 this Complaint, are false or misleading and constitute deceptive acts or practices in
23 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

1 **VIOLATIONS OF THE FAIR DEBT COLLECTIONS PRACTICES ACT**

2 38. In 1977, Congress passed the FDCPA, 15 U.S.C. §§ 1692 *et seq.*, which
3 became effective on March 20, 1978, and has been in force since that date. Section
4 814 of the FDCPA, 15 U.S.C. § 1692l, provides that a violation of the FDCPA shall
5 be deemed an unfair or deceptive act or practice in violation of the FTC Act.

6 39. Throughout this Complaint, the term “consumer,” as defined in Section
7 803(3) of the FDCPA, 15 U.S.C. § 1692a(3), means “any natural person obligated or
8 allegedly obligated to pay any debt.”

9 40. Throughout this Complaint, the term “debt” as defined in Section 803(5)
10 of the FDCPA, 15 U.S.C. § 1692a(5), means “any obligation or alleged obligation of a
11 consumer to pay money arising out of a transaction in which the money, property,
12 insurance or services which are the subject of the transaction are primarily for
13 personal, family, or household purposes, whether or not such obligation has been
14 reduced to judgment.”

15 41. Defendants are “debt collectors,” as the term is defined in Section 803(6)
16 of the FDCPA, 15 U.S.C. § 1692a(6) — “any person who uses any instrumentality of
17 interstate commerce or the mails in any business the principal purpose of which is the
18 collection of any debt, or who regularly collects or attempts to collect, directly or
19 indirectly, debts owed or due or asserted to be owed or due another.”

20 **COUNT III**

21 **Misrepresentations in Violation of the FDCPA**

22 42. In numerous instances, in connection with the collection of debts or
23 purported debts, Defendants, directly or indirectly, expressly or by implication, have
24

1 used false, deceptive, or misleading representations or means, in violation of Section
2 807 of the FDCPA, 15 U.S.C. § 1692e, including, but not limited to:

- 3 a. Falsely representing the character, amount, or legal status of a
4 debt, in violation of Section 807(2)(A) of the FDCPA, 15 U.S.C.
5 §1692e(2)(A);
- 6 b. Falsely representing or implying that an individual is an attorney or
7 that a communication is from an attorney, in violation of Section
8 807(3) of the FDCPA, 15 U.S.C. § 1692e(3);
- 9 c. Falsely representing or implying that nonpayment of a debt will
10 result in arrest or imprisonment of a person or seizure,
11 garnishment, or attachment of a person's property or wages, when
12 such action is not lawful or when Defendants have no intention of
13 taking such action, in violation of Section 807(4) of the FDCPA,
14 15 U.S.C. § 1692e(4);
- 15 d. Threatening to take action that Defendants do not intend to take,
16 such as reporting consumers to law enforcement agencies for
17 failing to pay Defendants or initiating a lawsuit, in violation of
18 Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5);
- 19 e. Using false representations or deceptive means to collect or
20 attempt to collect a debt or to obtain information concerning a
21 consumer, in violation of Section 807(10) of the FDCPA, 15
22 U.S.C. § 1692e(10), including, but not limited to,

1 i. false representations that a debt collector is a process server;

2 or

3 ii. false representations that a debt collector is a bounty hunter.

4 f. Failing to disclose in the initial communication with a consumer
5 that Defendants are debt collectors attempting to collect a debt and
6 that any information obtained will be used for that purpose, and
7 failing to disclose in subsequent communications that the
8 communication is from a debt collector, in violation of Section
9 807(11) of the FDCPA, 15 U.S.C. § 1692e(11).

10 **COUNT IV**

11 **Prohibited Communications with Third Parties**

12 43. In numerous instances, in connection with the collection of debts,
13 Defendants have communicated with third parties for purposes other than acquiring
14 location information about a consumer, without having obtained directly the prior
15 consent of the consumer or the express permission of a court of competent
16 jurisdiction, and when not reasonably necessary to effectuate a post-judgment judicial
17 remedy, in violation of Section 805(b) of the FDCPA, 15 U.S.C. § 1692c(b).

18 **COUNT V**

19 **Failure to Notify Consumers of Their Right**
20 **to Dispute and Obtain Verification**

21 44. In numerous instances, in connection with the collection of debts,
22 Defendants have failed to provide consumers, either in the initial communication with
23 the consumer or on a written notice sent within five days after the initial
24 communication, with statutorily-required information about the debt and their right to

1 dispute and obtain verification of their debts, in violation of Section 809(a) of the
2 FDCPA, 15 U.S.C. § 1692g(a).

3 **COUNT VI**

4 **Harassing, Oppressing, or Abusive Conduct**

5 45. In numerous instances, in connection with the collection of debts,
6 Defendants have engaged in conduct the natural consequence of which is to harass,
7 oppress, or abuse a person, in violation of Section 806 of the FDCPA, 15 U.S.C.
8 § 1692d, including, but not limited to:

- 9 a. Using obscene or profane language or language the natural
10 consequence of which is to abuse the hearer or reader, in violation
11 of Section 806(2) of the FDCPA, 15 U.S.C. § 1692d(2);
- 12 b. Causing a telephone to ring or engaging any person in telephone
13 conversation repeatedly or continuously with intent to annoy,
14 abuse, or harass any person at the called number, in violation of
15 Section 806(5) of the FDCPA, 15 U.S.C. § 1692d(5); and
- 16 c. Placing telephone calls without meaningful disclosure of the
17 caller's identity, in violation of Section 806(6) of the FDCPA, 15
18 U.S.C. § 1692d(6).

19 **CONSUMER INJURY**

20 46. Consumers have suffered and will continue to suffer substantial injury as
21 a result of Defendants' violations of the FTC Act and the FDCPA. In addition,
22 Defendants have been unjustly enriched as a result of their unlawful acts or practices.

1 Absent injunctive relief by this Court, Defendants are likely to continue to injure
2 consumers, reap unjust enrichment, and harm the public interest.

3 **THIS COURT’S POWER TO GRANT RELIEF**

4 47. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and Section 814(a) of
5 the FDCPA, 15 U.S.C. § 1692l(a) empowers this Court to grant injunctive and such
6 other relief as the Court may deem appropriate to halt and redress violations of any
7 provision of law enforced by the FTC. The Court, in the exercise of its equitable
8 jurisdiction, may award ancillary relief, including rescission or reformation of
9 contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten
10 monies, to prevent and remedy any violation of any provision of law enforced by the
11 FTC.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. §
14 53(b), and Section 814(a) of the FDCPA, 15 U.S.C. §1692l(a), and the Court’s own
15 equitable powers, requests that the Court:

- 16 A. Award Plaintiff such preliminary injunctive and ancillary relief as may be
- 17 necessary to avert the likelihood of consumer injury during the pendency
- 18 of this action and to preserve the possibility of effective final relief,
- 19 including but not limited to temporary and preliminary injunctions, an
- 20 order freezing assets, immediate access to Defendants’ business
- 21 premises, and appointment of a receiver;
- 22 B. Enter a permanent injunction to prevent future violations of the FTC Act
- 23 and the FDCPA by Defendants;
- 24

- 1 C. Award such relief as the Court finds necessary to redress injury to
- 2 consumers resulting from Defendants' violations of the FTC Act and the
- 3 FDCPA, including but not limited to, rescission or reformation of
- 4 contracts, restitution, the refund of monies paid, and the disgorgement of
- 5 ill-gotten monies; and
- 6 D. Award Plaintiff the costs of bringing this action, as well as such other and
- 7 additional relief as the Court may determine to be just and proper.

8
9
10 Respectfully submitted,

11 JONATHAN E. NUECHTERLEIN
12 General Counsel

13
14
15 Dated: October 19, 2015


16 CONNOR SHIVELY
17 RICHARD McKEWEN
18 RAYMOND E. MCKOWN

19 Attorneys for Plaintiff
20 Federal Trade Commission
21
22
23
24