

FILED

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

2017 NOV 29 PM 12: 28

DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

HIGHER GOALS MARKETING LLC, a Florida
limited liability company,

SUNSHINE FREEDOM SERVICES LLC, a
Florida limited liability company,

BRANDUN L. ANDERSON, individually
and as an officer of HIGHER GOALS
MARKETING LLC,

LEA A. BROWNELL, individually, and as a
manager of HIGHER GOALS MARKETING
LLC,

MELISSA M. DEESE, individually, and as a
manager of HIGHER GOALS MARKETING
LLC,

GERALD D. STARR, JR., individually and as an
officer of SUNSHINE FREEDOM SERVICES
LLC,

TRAVIS L. TEEL, individually, and as a manager
of HIGHER GOALS MARKETING LLC,

WAYNE T. NORRIS, individually,

Defendants.

Case No. 17-cv-2048-ORL-
31-KRS

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER
RELIEF

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

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission

Act (“FTC Act”), 15 U.S.C. § 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, consumer redress, and other relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310.

SUMMARY OF THE CASE

2. Since July 2016, Individual Defendants Brandun L. Anderson, Lea A. Brownell, Melissa M. Deese, Gerald D. Starr, Jr., and Travis L. Teel, acting through Corporate Defendants Higher Goals Marketing LLC, and Sunshine Freedom Services LLC (collectively “Defendants”) have engaged in a telemarketing scheme that defrauds financially distressed consumers by selling them bogus credit-card interest-rate-reduction services (“rate-reduction services”). Defendants sell these services using false guarantees that they will obtain substantially and permanently lower interest rates on consumers’ credit cards and save them thousands of dollars.

3. Corporate Defendants have operated as a common enterprise while engaging in these deceptive acts. These integrated entities operate under common control, share staff and an office location, and commingle funds to pay their shared expenses, such as payroll, office rent, and marketing.

4. During this campaign, Defendants have initiated, or directed others to initiate, illegal telephone calls to consumers throughout the United States, including many consumers whose telephone numbers appear in the Do Not Call registry maintained by the FTC (the “National Do Not Call Registry” or “Registry”). Many of Defendants’ calls deliver a prerecorded message, also known as a “robocall,” which instructs consumers to “press 1 now” if they are interested in lowering their credit-card interest rates. Consumers who press “1” on their

telephone keypad are connected to a live telemarketer who works for Defendants.

5. Defendants guarantee that they will substantially and permanently lower the consumer's credit-card interest rates. Defendants also promise that they will save the consumer thousands of dollars in interest payments.

6. Defendants, in violation of the TSR, request or receive up-front payments ranging from \$500 to \$5,000 for their purported rate-reduction services. While requesting or receiving this up-front payment, Defendants do not disclose that their services may result in consumers paying a variety of additional bank fees that can total one-to-three percent of a consumer's credit-card debt.

7. Additionally, Defendants do not directly charge consumers' credit cards to collect their up-front fees. Instead, in many cases, they ask consumers to take a cash advance on a credit card, deposit the funds into their personal bank accounts, and draft a personal check to the enterprise with those funds. Defendants use couriers such as FedEx to pick up the check from the consumer's residence, and have it delivered it to mail drops located in the Orlando area.

8. Consumers who pay Defendants' up-front fee do not receive what they are promised. Defendants often make rudimentary efforts to reduce a consumer's credit-card interest rates, such as asking the consumer's credit-card issuer for a lower interest rate, or opening a new credit card with a lower, promotional "teaser" interest rate that lasts for a limited period before the interest rate increases significantly. These tactics, however, almost never result in consumers obtaining a lower interest rate that is permanent or save consumers thousands of dollars.

9. Defendants' telemarketing scheme has received substantial assistance from Individual Defendant Wayne T. Norris, who previously worked for the defendants in two other

cases involving the telemarketing of fraudulent debt relief services—*FTC v. Life Management Services of Orange County, LLC*, Case No. 6:16-cv-982-Orl-41TBS (M.D. Fla., filed June 7, 2016), and *FTC v. Ambrosia Web Design LLC*, Case No. CV 12-2248-PHX-FJM (D. Ariz., filed Oct. 22, 2012).

10. Here, Defendant Norris began working with Defendant Anderson to set up Defendants' scheme less than three weeks after this Court entered a temporary restraining order in the *Life Management Services* case. Mr. Norris's substantial assistance includes organizing Defendants' telemarketing infrastructure, assembling a management team to help start Defendants' enterprise, and facilitating the creation of a shell company (Corporate Defendant Sunshine Freedom Services) to collect Defendants' illegal up-front fees.

JURISDICTION AND VENUE

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

12. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) & (2) and 15 U.S.C. § 53(b).

PLAINTIFF

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

14. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the TSR and to secure such relief as may be

appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, the disgorgement of ill-gotten monies, consumer redress, and other relief. 15 U.S.C. §§ 53(b), 56(a)(2)(A)-(B), 6102(c), and 6105(b).

DEFENDANTS

15. Defendant Higher Goals Marketing LLC, is a Florida limited liability company with its principal place of business at 2400 North Forsyth Road, Suite 207, Orlando, Florida 32807. Higher Goals Marketing transacts or has transacted business in this district and throughout the United States.

16. Defendant Sunshine Freedom Services LLC, is a Florida limited liability company with its principal place of business at 5240 Curtis Boulevard, Cocoa, Florida 32927. Sunshine Freedom Services transacts or has transacted business in this district and throughout the United States.

17. Defendant Brandun L. Anderson is an officer of Higher Goals Marketing LLC. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Anderson resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

18. Defendant Lea A. Brownell is a manager of Higher Goals Marketing LLC. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Brownell resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

19. Defendant Melissa M. Deese is a manager of Higher Goals Marketing LLC. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Deese resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

20. Defendant Gerald D. Starr, Jr. is an officer of Sunshine Freedom Services LLC. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Starr resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

21. Defendant Travis L. Teel is a manager of Higher Goals Marketing LLC. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Teel resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

22. Defendant Wayne T. Norris, acting alone or in concert with others, has assisted and facilitated the acts and practices set forth in this Complaint. Defendant Norris resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

COMMON ENTERPRISE

23. Corporate Defendants Higher Goals Marketing and Sunshine Freedom Services have operated as a common enterprise while engaging in the deceptive acts and practices, and other violations of law alleged herein. Corporate Defendants are integrated entities operating under common control, sharing staff and an office location, and commingling funds to pay their shared expenses, such as payroll, office rent, and marketing. Because Corporate Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Defendants Anderson, Brownell, Deese, Starr, and Teel have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Corporate Defendants that constitute the common enterprise.

COMMERCE

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

DEFENDANTS’ BUSINESS PRACTICES

25. Since July 2016, Defendants have engaged in a plan, program, or campaign to advertise, market, promote, offer for sale, or sell rate-reduction services through interstate telephone calls to consumers throughout the United States.

26. In numerous instances, Defendants have initiated, or directed others to initiate, telemarketing calls that deliver a prerecorded message that offers consumers a chance to lower their credit-card interest rates and instructs consumers to press a number on their telephone to be connected to a live representative. When a consumer presses the number on his telephone keypad, he is connected to a live representative who works for Defendants.

27. During telemarketing calls to sell their purported rate-reduction services,

Defendants represent that they will substantially and permanently reduce consumers' credit-card interest rates.

28. During telemarketing calls, Defendants often claim that their rate-reduction services will allow consumers to save thousands of dollars.

29. During telemarketing calls, Defendants tell consumers that they must pay an up-front fee ranging from \$500 to \$5,000 to obtain the lower credit-card interest rates.

30. Defendants fail to inform consumers before collecting their up-front fee that consumers will likely have to pay additional fees to obtain the reduced interest rates.

Defendants Fail to Deliver Promised Rate-Reduction Services

31. Defendants, in some instances, contact the consumer's credit-card issuer and ask the issuer to lower the consumer's interest rate.

32. During these calls, most credit-card issuers will agree to only a modest interest-rate reduction, if they will agree to any reduction at all.

33. These efforts rarely, if ever, result in a consumer obtaining a permanent, substantially lower interest rate.

34. These efforts also rarely result in a consumer saving thousands of dollars.

35. In some instances, Defendants also try to deliver on their promise of substantially and permanently lowering a consumer's interest rates by obtaining new credit cards that have a low introductory "teaser" interest rate ("promotional rate"), and then having the consumer transfer his existing credit-card balances to those new cards.

36. As part of this process, consumers often pay a one-to-three percent balance-transfer fee to move their existing credit-card balances to the promotional-rate cards.

37. Defendants do not disclose the balance-transfer fee to consumers before requesting or collecting their up-front fee.

38. The promotional-rate cards Defendants obtain for some consumers rarely, if ever, result in a consumer obtaining a permanently lower interest rate. In most cases, the interest rates on these credit cards increase significantly at the end of the promotional term.

39. The promotional-rate cards obtained for some consumers by Defendants rarely, if ever, result in a consumer saving thousands of dollars.

Defendants' Claims Are False and Deceptive

40. Defendants' claim that they will obtain permanent, substantially lower credit-card interest rates for consumers is false and deceptive.

41. Defendants' claim that they will save consumers thousands of dollars by substantially reducing consumers' credit-card interest rates is false and deceptive.

Defendants' Abusive Telemarketing Practices

42. Defendants, acting directly or through one or more intermediaries, have made numerous outbound calls to telephone numbers on the National Do Not Call Registry to sell their services.

43. In numerous instances, Defendants, acting directly or through one or more intermediaries, have initiated outbound telemarketing calls to consumers that delivered a prerecorded message to sell their services.

44. In numerous instances, Defendants, acting directly or through one or more intermediaries, have initiated outbound telemarketing calls to telephone numbers in various area codes without first paying the annual fee for access to the telephone numbers within such area codes that are included in the National Do Not Call Registry.

Defendant Norris's Substantial Assistance

45. Defendant Norris has provided substantial assistance to Defendants' telemarketing enterprise.

46. Defendant Norris set up the telemarketing infrastructure for Defendants' enterprise and brought in lead generators that he had known and used while working for the defendants in the *Life Management Services* case. Defendants have used these lead generators to bombard consumers with illegal prerecorded messages, and to initiate telephone calls to consumers on the Do Not Call Registry.

47. Defendant Norris assembled the management team that helped Defendant Anderson start the enterprise, including Defendants Brownell, Deese, and Teel. Defendants Brownell, Deese, and Teel had previously worked for Defendant Norris at the call center in the *Life Management Services* case, and each Defendant took important steps to help set up the fraudulent enterprise and to defraud consumers.

48. Defendant Norris organized the enterprise so that it used a shell company (Sunshine Freedom Services) to collect illegal up-front fees from consumers, thereby masking its true identity and minimizing consumer complaints about Higher Goals Marketing to law enforcement agencies and the Better Business Bureau.

49. Defendant Norris has provided this substantial assistance while knowing, or consciously avoiding knowing, that Defendants were violating the TSR.

50. After the unlawful enterprise was operating to deceive consumers, Defendant Norris received thousands of dollars from it through at least December 2016.

VIOLATIONS OF THE FEDERAL TRADE COMMISSION ACT

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

52. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act. 15 U.S.C. § 45(a).

COUNT ONE

**Misrepresentations in Violation of Section 5(a) - 15 U.S.C. § 45(a)
(Against Defendants Higher Goals Marketing, Sunshine Freedom
Services, Anderson, Brownell, Deese, Starr, and Teel)**

53. In numerous instances, since July 2016, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants' rate-reduction services, Defendants have represented, directly or indirectly, expressly or by implication, that:

- A. Consumers who purchased Defendants' rate-reduction services would have their credit-card interest rates reduced substantially and permanently;
and
- B. Consumers who purchased Defendants' rate-reduction services would save thousands of dollars.

54. In truth and in fact, the representations set forth in Paragraph 53 of this Complaint were false or not substantiated at the time the representations were made.

55. Therefore, Defendants' representations as set forth in Paragraph 53 of this Complaint were false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT TWO

**Deceptive Omissions/Failures to Disclose in Violation of Section 5(a) - 15 U.S.C. § 45(a)
(Against Defendants Higher Goals Marketing, Sunshine Freedom
Services, Anderson, Brownell, Deese, Starr, and Teel)**

56. In numerous instances, since July 2016, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants' rate-reduction services, Defendants have represented, directly or indirectly, expressly or by implication, that they were

offering their services to consumers at a particular price.

57. In numerous instances, since July 2016, Defendants have failed to disclose, or failed to disclose adequately to consumers material terms and conditions of their offer, including that Defendants rate-reduction services may result in a consumer having to pay a variety of fees to credit-card issuers including, among other fees, balance-transfer fees, which can total one-to-three percent of a consumer's credit-card debt.

58. Defendants' failure to disclose, or disclose adequately, the material information described in Paragraph 57 of this Complaint constitutes a deceptive omission in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

THE TELEMARKETING SALES RULE

59. Congress directed the FTC to prescribe rules prohibiting abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101-6108. The FTC adopted the original TSR in 1995, and extensively amended it in 2003 and 2010. The 2010 amendments to the TSR address the telemarketing of debt relief services.

60. Defendants are "seller[s]" or "telemarketer[s]" engaged in "telemarketing" as defined by the TSR, 16 C.F.R. § 310.2(dd), (ff), and (gg). For purposes of the TSR, a "seller" is any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to a customer in exchange for consideration. 16 C.F.R. § 310.2(dd). A "telemarketer" is any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer or donor. 16 C.F.R. § 310.2(ff). And "telemarketing" is a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call. 16 C.F.R. § 310.2(gg).

61. Defendants are sellers or telemarketers of "debt relief services" as defined by the

TSR, 16 C.F.R. § 310.2(o). Under the TSR, a “debt relief service” is any program or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a person and one or more unsecured creditors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a person to an unsecured creditor or debt collector. 16 C.F.R. § 310.2(o).

62. The TSR prohibits sellers and telemarketers from misrepresenting, directly or by implication, in the sale of goods or services, any material aspect of any debt relief service. 16 C.F.R. § 310.3(a)(2)(x).

63. The TSR prohibits sellers and telemarketers from failing to disclose, in a clear and conspicuous manner, before a consumer consents to pay for the goods or services offered, the total costs to purchase, receive, or use any goods or services that are the subject of the sales offer. 16 C.F.R. § 310.3(a)(1)(i).

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

- A. The seller or telemarketer has renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer; and
- B. The customer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor; and to the extent that debts enrolled in a service are renegotiated, settled, reduced, or otherwise altered individually, the fee or consideration either:

- i. Bears the same proportional relationship to the total fee for renegotiating settling, reducing, or altering the terms of the entire debt balance as the individual debt amount bears to the entire debt amount. The individual debt amount and the entire debt amount are those owed at the time the debt was enrolled in the service; or
- ii. Is a percentage of the amount saved as a result of the renegotiation, settlement, reduction, or alteration. The percentage charged cannot change from one individual debt to another. The amount saved is the difference between the amount owed at the time the debt was enrolled in the service and the amount actually paid to satisfy the debt.

16 C.F.R. § 310.4(a)(5)(i).

65. The 2003 amendments to the TSR established the National Do Not Call Registry, maintained by the FTC, of consumers who do not wish to receive certain types of telemarketing calls. Consumers can register their telephone numbers on the Registry without charge either through a toll-free telephone call or over the Internet at www.donotcall.gov.

66. The FTC allows sellers, telemarketers, and other permitted organizations to access the Registry over the Internet at www.telemarketing.donotcall.gov, to pay any required fee(s), and to download the numbers not to call.

67. The TSR prohibits sellers and telemarketers from calling any telephone number within a given area code unless the seller on whose behalf the call is made has paid the annual fee for access to the telephone numbers within that area code included in the Registry. 16 C.F.R. § 310.8.

68. The TSR prohibits sellers and telemarketers from initiating an outbound telephone call to telephone numbers on the Registry. 16 C.F.R. § 310.4(b)(1)(iii)(B).

69. The TSR prohibits initiating a telephone call that delivers a prerecorded message to induce the purchase of any good or service unless the seller has obtained from the recipient of the call an express agreement, in writing, that evidences the willingness of the recipient of the call to receive calls that deliver prerecorded messages by or on behalf of a specific seller. 16 C.F.R. § 310.4(b)(1)(v)(A).

70. The TSR prohibits any person from providing substantial assistance or support to any seller or telemarketer while knowing or consciously avoiding knowing that the seller or telemarketer is engaged in any act or practice that violates Sections 310.3(a), (c), or (d), or Section 310.4 of the TSR. 16 C.F.R. § 310.3(b).

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

VIOLATIONS OF THE TELEMARKETING SALES RULE

COUNT THREE

Misrepresentations of Material Aspects of Debt Relief Services - 16 C.F.R. § 310.3(a)(2)(x) (Against Defendants Higher Goals Marketing, Sunshine Freedom Services, Anderson, Brownell, Deese, Starr, and Teel)

72. In numerous instances since July 2016, in connection with the telemarketing of debt relief services, Defendants have misrepresented, directly or by implication, material aspects of debt relief services, including, but not limited to, that:

- A. Consumers who purchased Defendants' rate-reduction services would have their credit-card interest rates reduced substantially and permanently;

and

- B. Consumers who purchased Defendants' rate-reduction services would save thousands of dollars.

73. Defendants' acts and practices, as described in Paragraph 72 above, are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(a)(2)(x).

COUNT FOUR

**Failing to Disclose the Total Cost of the Debt Relief Services - 16 C.F.R. § 310.3(a)(1)(i)
(Against Defendants Higher Goals Marketing, Sunshine Freedom
Services, Anderson, Brownell, Deese, Starr, and Teel)**

74. In numerous instances since July 2016, in connection with the telemarketing of debt relief services, Defendants have failed to disclose, in a clear and conspicuous manner, before a consumer pays for the goods or services offered, that their services may result in a consumer having to pay additional fees to credit-card issuers including, among others, balance-transfer fees, which can total one-to-three percent of a consumer's credit-card debt.

75. Defendants' acts and practices, as described in Paragraph 74 above, are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(a)(1)(i).

COUNT FIVE

**Charging or Receiving a Fee in Advance of
Providing Debt Relief Services - 16 C.F.R. § 310.4(a)(5)(i)
(Against Defendants Higher Goals Marketing, Sunshine Freedom
Services, Anderson, Brownell, Deese, Starr, and Teel)**

76. In numerous instances since July 2016, in connection with the telemarketing of debt relief services, Defendants have requested or received payment of a fee or consideration for a debt relief service before: (a) they have renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the consumer; and (b) the consumer has made at least one payment pursuant to that agreement.

77. Defendants' acts or practices, as described in Paragraph 76 above, are abusive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.4(a)(5)(i).

COUNT SIX

**Violating the National Do Not Call Registry - 16 C.F.R. § 310.4(b)(1)(iii)(B)
(Against Defendants Higher Goals Marketing, Sunshine Freedom
Services, Anderson, Brownell, Deese, Starr, and Teel)**

78. In numerous instances since July 2016, in connection with telemarketing, Defendants have engaged in, or caused a telemarketer to engage in, initiating an outbound telephone call to a person's telephone number on the National Do Not Call Registry in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B).

COUNT SEVEN

**Initiating Unlawful Prerecorded Messages - 16 C.F.R. § 310.4(b)(1)(v)(A)
(Against Defendants Higher Goals Marketing, Sunshine Freedom
Services, Anderson, Brownell, Deese, Starr, and Teel)**

79. In numerous instances since July 2016, in connection with telemarketing, Defendants have engaged in, or caused a telemarketer to engage in, initiating outbound telephone calls that deliver prerecorded messages in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(v)(A).

COUNT EIGHT

**Failing to Pay National Registry Fees - 16 C.F.R. § 310.8
(Against Defendants Higher Goals Marketing, Sunshine Freedom
Services, Anderson, Brownell, Deese, Starr, and Teel)**

80. In numerous instances since July 2016, in connection with telemarketing, Defendants have initiated, or caused others to initiate, an outbound telephone call to a telephone number within a given area code when Defendants had not, either directly or through another person, paid the required annual fee for access to the telephone numbers within that area code that are included in the National Do Not Call Registry, in violation of the TSR, 16 C.F.R. § 310.8.

COUNT NINE
Assisting and Facilitating - 16 C.F.R. § 310.3(b)
(Against Defendant Norris)

81. In numerous instances, in connection with the creation and operation of the telemarketing scheme of Corporate Defendants Higher Goals Marketing LLC, Sunshine Freedom Services LLC, and Individual Defendants Anderson, Brownell, Deese, Starr, and Teel, Defendant Norris has provided substantial assistance or support to sellers or telemarketers whom he knew or consciously avoided knowing were engaged in the conduct alleged in Counts Three through Eight above.

82. Defendant Norris's acts and practices, as described in Paragraph 81 above, are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(b).

CONSUMER INJURY

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

THIS COURT'S POWER TO GRANT RELIEF

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

85. Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), authorizes this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the TSR, including the rescission or reformation of contracts, and the refund of money.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b) 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 but not limited to, temporary and preliminary injunctions, an order freezing assets, and the appointment of a receiver;
- B. Enter a permanent injunction to prevent future violations of the FTC Act and the TSR by Defendants;
- C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the TSR including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies; and
- D. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: November 29, 2017.

Respectfully submitted,

DAVID C. SHONKA
Acting General Counsel

A handwritten signature in black ink, appearing to read "Tejasvi M. Srimushnam", is written over a horizontal line.

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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

(Rev. 11/15)

CIVIL COVER SHEET

JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as aided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the use of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

a) PLAINTIFFS

Federal Trade Commission

b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Shashi Srimushnam, 600 Pennsylvania Ave., NW, Mail Stop H-286, Washington, DC 20580, (202) 326-2959

DEFENDANTS

Higher Goals Marketing LLC; Sunshine Freedom Services LLC; Anderson, Brandon, L.; Brownell, Lea, A.; Deese, Melissa, M.; Norris, Wayne, T.; Starr, Jr., Gerald, D.; Teel, Travis, L

County of Residence of First Listed Defendant Orange

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

I. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

I. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. 53(b), 15 U.S.C. 45(a), 15 U.S.C. 6101-6108

Brief description of cause:
 FTC seeks relief for Defendants' acts that violate the FTC Act and the FTC's Telemarketing Sales Rule

II. REQUESTED IN COMPLAINT:

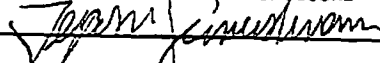
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint.
 injunction, monetary relief JURY DEMAND: Yes No

III. RELATED CASE(S) IF ANY

(See instructions): JUDGE Carlos E. Mendoza DOCKET NUMBER 6:16-cv-00982-CEM-TBS

DATE 11/29/2017

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____

APPLYING OFF

JUDGE

MAG. JUDGE