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RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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12  
13 UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

1083

15 UNITED STATES OF AMERICA, )  
16 Plaintiff, )  
17 v. )  
18 TELEMARKETING, INC., a Utah )  
corporation, also d/b/a Univoxx; APEX )  
19 INVESTMENTS, LLC, a Utah corporation, )  
also d/b/a Operator Directory Service and )  
20 Northwestern Atlantic; UNIVERSAL )  
INNOVATIONS, LLC, a Utah corporation; )  
21 THOMAS GREGORY PARRISH, )  
individually and as an officer of )  
22 Telemarketing, Inc.; SEAN K. )  
ANGELETTI, individually, and as an officer )  
23 of Telemarketing, Inc.; and JOHN P. )  
STARRS, individually, )  
24 Defendants. )  
25

No.

COMPLAINT FOR CIVIL PENALITES,  
REDRESS, INJUNCTIVE AND OTHER  
RELIEF

26 Plaintiff, the United States of America, acting upon notification and authorization to the  
27 Attorney General by the Federal Trade Commission ("Commission"), for its complaint alleges  
28

USA v. Telemarketing, et al.  
COMPLAINT

1 that:

2 1. Plaintiff brings this action under Sections 5(a)(1), 5(m)(1)(A), 13(b), 16(a), and 19 of the  
3 Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a)(1), 45(m)(1)(A), 53(b), 56(a),  
4 and 57b, and the Telephone Disclosure and Dispute Resolution Act of 1992 ("TDDRA"),  
5 15 U.S.C. § 5701 *et seq.*, to obtain permanent injunctive relief, monetary civil penalties,  
6 consumer redress, disgorgement, and other relief for Defendants' violations of Section 5(a) of  
7 the FTC Act, 15 U.S.C. § 45(a), and the FTC's Trade Regulation Rule Pursuant to the Telephone  
8 Disclosure and Dispute Resolution Act of 1992, 16 C.F.R. Part 308 (the "Pay-Per-Call Rule").

9 **JURISDICTION AND VENUE**

10 2. Subject matter jurisdiction is conferred upon this Court by 15 U.S.C. §§ 45(a), 53(b), 57b,  
11 and 28 U.S.C. §§ 1331, 1337(a), and 1345.

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

13 **THE DEFENDANTS**

14 4. Defendant Telemarketing, Inc. is a Utah Corporation having its office and principal place  
15 of business at 3995 Alpine Valley Drive, Sandy, Utah. At all times material to this Complaint,  
16 Telemarketing, Inc. has transacted business throughout the United States and in this district under  
17 its own name and using fictitious names that include, but are not limited to, Univoxx.

18 5. Defendant Apex Investments, LLC is a Utah Corporation having its office and principal  
19 place of business at 51 West Center State No. 189, Orem, Utah. At all times material to this  
20 Complaint, Apex Investments, LLC has transacted business throughout the United States and in  
21 this district under its own name and using fictitious names that include, but are not limited to,  
22 Operator Directory Service and Northwestern Atlantic.

23 6. Defendant Universal Innovations, LLC is a Utah Corporation having its office and  
24 principal place of business at 3995 Alpine Valley Circle, Sandy, Utah. At all times material to  
25 this Complaint, Universal Innovations, LLC has transacted business throughout the United States  
26 and in this district.

27 7. Defendant Thomas Gregory Parrish is president of Telemarketing, Inc., manager of Apex  
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1 Investments. LLC. and manager of Universal Innovations, LLC. At all times material to this  
2 Complaint. acting alone or in concert with others, he has formulated, directed, controlled, or  
3 participated in the acts and practices of Telemarketing, Inc., Apex Investments, LLC, and Universal  
4 Innovations. LLC set forth in this Complaint. At all times material to this Complaint, Defendant  
5 Parrish has transacted business throughout the United States and in this district.

6 8. Defendant Sean K. Angeletti is an officer of Telemarketing, Inc. At all times material to  
7 this Complaint. acting alone or in concert with others, he has formulated, directed, controlled, or  
8 participated in the acts and practices of Telemarketing, Inc., Apex Investments, LLC, and Universal  
9 Innovations. LLC set forth in this Complaint. At all times material to this Complaint, he has  
10 transacted business throughout the United States and in this district.

11 9. Defendant John P. Starrs is an employee of Telemarketing, Inc. At all times material to  
12 this Complaint. acting alone or in concert with others, he has formulated, directed, controlled, or  
13 participated in the acts and practices of Telemarketing, Inc., Apex Investments, LLC, and Universal  
14 Innovations. LLC. At all times material to this Complaint, Starrs has transacted business  
15 throughout the United States and in this district.

16 **COMMERCE**

17 10. At all times material to this Complaint, Defendants' course of business, including the acts  
18 and practices alleged herein, has been and is in or affecting commerce, as "commerce" is defined  
19 in Section 4 of the FTC Act, 15 U.S.C. § 44.

20 **DEFENDANTS' COURSE OF CONDUCT**

21 **Defendants' "American Idol" Copycat Telephone Number Project**

22 11. From approximately July 2002 through February 2003, Defendants engaged in various  
23 deceptive practices intended to induce persons who were trying to vote for contestants on the  
24 popular "American Idol" television show to purchase Defendants' pay-per-call services. The  
25 "American Idol" program, produced by FremantleMedia North America and 19 TV Limited,  
26 conducts weekly contests of amateur musical performers. Once judges initially select a pool of  
27 contestants, the television viewing audience is invited to vote on a weekly basis to determine  
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1 which contestants proceed to the next level of competition.

2 12. During the broadcast, the host of the American Idol show invites the television audience  
3 to vote for contestants after the show by calling a toll-free number. The number remains constant  
4 except for the last two digits identifying the contestant. For example, the number may be 1-866-  
5 IDOLS01 (1-866-436-5701) for contestant #1 and 1-866-IDOLS02 (1-866-436-5702) for  
6 contestant # 2. Typically, the number of persons calling to vote increases as the show progresses  
7 through its broadcast season. The American Idol show has become one of the most-watched  
8 television shows in the United States. Over 10 million persons have called the American Idol  
9 voting lines on a typical night.

10 13. Defendants, in or about July 2002, put into place a marketing program whereby  
11 Defendants would lease or arrange to utilize toll-free telephone lines (hereinafter “copycat” or  
12 “complementary” numbers) using numbers almost identical to voting line telephone numbers  
13 used by the American Idol show. The objective was to capture phone calls from persons who  
14 were attempting to vote for American Idol contestants, but who mistakenly dialed the wrong  
15 number. Defendants would arrange for a taped message to be played to such persons, urging  
16 them to call a 900-number, and incur pay-per-call charges, to complete their vote.

17 14. The individual Defendants employed at least three separate companies to effectuate the  
18 plan. Two companies controlled by Defendant Parrish – Telemarketing, Inc. and Universal  
19 Innovations, LLC - leased, subleased, or arranged to utilize over 100 toll-free lines having  
20 numbers very similar to the American Idol numbers. Examples included “866” lines identical to  
21 American Idol numbers except for one set of switched digits (*e.g.*, 1-866-463-5701 instead of 1-  
22 866-436-5701), and numbers that varied from American Idol numbers only by prefix (*e.g.*, (800)  
23 436-5701 instead of (866) 436-5701).

24 15. In addition, those companies and/or another company managed by Parrish, Apex  
25 Investments, LLC, arranged for the operation of a single 900-number line in 2002 and another  
26 900-number line in 2003. Callers to Defendants’ toll-free lines were instructed to dial one of  
27 these 900-numbers. Defendants employed two Apex Investments trade names -- “Northwestern  
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1 Atlantic” and “Operator Directory Service” -- in furtherance of the plan, as set forth below.

2 16. Defendants did not advertise their toll-free copycat lines to the public. Accordingly,  
3 Defendants had reason to know that the vast majority of persons calling those lines would be  
4 trying to reach the American Idol voting lines rather than some independent business. Inevitably,  
5 the vast majority of such persons also would have reason to believe, unless told otherwise in  
6 clear and conspicuous terms, that they had dialed correctly and had reached the American Idol  
7 show or an entity associated with it.

8 17. Defendants played at least four different prerecorded messages to persons who called  
9 their toll-free lines. One such recorded message used in or about August and September 2002,  
10 stated:

11 “Thanks for calling. To vote for your favorite contestant, please  
12 call 1 (900) 737-3373. Remember, if you want to vote for your  
13 favorite contestant call 1 (900) 737-3373. Call 1 (900) 737-3373  
14 now to vote for your favorite contestant. You must be over 18 or  
15 have [a] parent’s permission. Each call costs \$1.99. NDA.”  
16 (Advertisement #1)

17 Another message used by Defendants in or about August and September 2002, stated:

18 “In order to vote, please dial 1 (900) 737-3373. Again, to vote for the contestant  
19 of your choice, dial 1 (900) 737-3373. In order to call this new directory  
20 assistance service you must be over 18 or have [a] parent’s permission. Each call  
21 costs \$1.99. NDA.” (Advertisement #2)

22 A third message, used by Defendants in February, 2003, stated:

23 “Hello! To be sure to reach the voting line, please call 1-900-288-  
24 5652. Again to correctly reach the line to vote, please dial 1-900-  
25 288-5652. To be connected to this new operator directory, a  
26 service of Northwestern Atlantic, you must be at least 18 years of  
27 age, or have permission from your parents or legal guardian. Each  
28 call is 99 cents per minute, with a 3-minute minimum.”  
(Advertisement #3)

29 Another version, also used in February 2003, omitted explicit reference to voting lines  
30 but retained language implying that calling the 900-number was necessary “to be sure your call  
31 will be completed” and to “correctly reach the party you are calling” (inevitably, American Idol):

32 “To be sure your call will be completed and to correctly reach the  
33 party you are calling, please dial 1-900-288-5652. Again, to  
34 correctly reach the party you are calling, please dial 1-900-288-

1 5652. To be connected to this new operator directory, a service of  
2 Northwestern Atlantic, you must be at least 18 years of age, or  
3 have permission from your parents or legal guardian. Each call is  
4 99 cents per minute, with a 3-minute minimum.” (Advertisement  
5 #4)

6 18. Consumers who called Defendants’ pay-per-call number as instructed in Defendants’ toll-  
7 free messages heard a recorded message. The pay-per-call message used in 2003 stated:

8 “Thank you for calling the operator directory service. The cost of  
9 this call is 99 cents per minute and there is a three minute  
10 minimum. You must be 18 or older, or have permission from your  
11 parents or legal guardians and have a touch tone phone to use this  
12 line. If you do not wish to be billed for this call, please hang up  
13 now. billing will begin in 3 seconds. [3 second break] [tone] Using  
14 the keypad on your phone, please enter the number of the  
15 contestant you are trying to reach.”

16 Consumers who called Defendants’ pay-per-call number in year 2002 heard a prerecorded  
17 message that was identical, or almost identical, to the foregoing message except for the price of  
18 the service (\$1.99 instead of \$2.97).

19 19. At the conclusion of each 900-number call – at a point where the caller was already liable  
20 for charges of \$1.99 or \$2.97 – consumers discovered that Defendants’ service consisted of  
21 nothing more than a recitation of the correct American Idol toll-free number, repeated three  
22 times. For example, if the caller pressed “2,” he or she would hear the correct American Idol  
23 telephone number for contestant number two, e.g., (866) 436-5702. The consumer would have to  
24 place a separate call to this number – the real American Idol number – to actually vote for  
25 contestant number two.

26 20. The toll-free number messages described in Paragraph 17 of this Complaint constituted  
27 advertisements for Defendants’ 900-number pay-per-call service. Those advertisements, despite  
28 the clear danger of confusion described above, (1) affirmatively suggested Defendants’ 900-  
number telephone lines were actual voting lines for American Idol; (2) failed to disclose that  
callers had reached a wrong number; (3) failed to disclose the answering party’s true identity and  
lack of affiliation with the American Idol show; (4) failed to sufficiently identify the nature of  
the service, which was merely to provide the correct number to the caller, for a fee, and (5)  
falsely suggested that callers needed to call a 900-number and incur pay-per-call charges to

1 successfully vote for the contestant of their choice.

2 21. Section 308.5(a)(1) of the Pay-Per-Call Rule, 16 C.F.R. 308.5(a)(1), requires that the  
3 service provider, in an introductory disclosure message (“preamble”) of the 900 number message,  
4 “identif[y] the name of the provider of the pay-per-call service” and “describe ... the service  
5 being provided.” Although Defendants’ practices in 2002 fell within the “nominal cost”  
6 exemption of the Rule, *see* 16 C.F.R. 308.5(c), Defendants’ 900-number pay-per-call messages in  
7 2003 were subject to these preamble disclosure requirements.

8 22. In the 900-number preamble, Defendants provided no meaningful identification of the  
9 service provider as required by the Pay-Per-Call Rule. Although the tape stated “thank you for  
10 calling the operator directory service” (“Operator Directory Service” being a trade name for Apex  
11 Investments), in numerous instances the recitation of that phrase would not be reasonably  
12 perceived as a company identification. Accordingly, consumers who heard the preceding toll-  
13 free message suggesting that American Idol was the answering party would continue to believe  
14 that American Idol, or an entity associated with it, was the pay-per-call service provider. This is  
15 an erroneous and inadequate identification of the pay-per-call service provider, in violation of the  
16 Pay-Per-Call Rule.

17 23. Similarly, the 900-number taped message contained no adequate description of the pay-  
18 per-call service, in violation of the Pay-Per-Call Rule. The same phrase, “thank you for calling  
19 the operator directory service,” is inherently ambiguous in this context. Callers who heard the  
20 reference in Advertisement #3 to “voting lines” would naturally assume that they had been  
21 referred to a voting system for American Idol, not to an independent company offering mere  
22 directory assistance for a fee. For these and other reasons, Defendants’ taped pay-per-call  
23 message also violated the Pay-Per-Call Rule by failing to adequately describe the pay-per-call  
24 service.

25 24. Before Defendants terminated the foregoing practices in February 2003, approximately  
26 25,000 calls had successfully reached Defendants’ pay-per-call lines.

27 25. Defendants’ misrepresentations and deceptive omissions, and Pay-Per-Call Rule  
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1 violations, were likely to have misled many of these consumers, to their detriment.

2 **Defendants' Other Pay-Per-Call Services**

3 26. Defendants, since at least January 2002, have operated an additional pay-per-call program  
4 not related to Defendants' American Idol project. For this additional pay-per-call program,  
5 Defendants leased or arranged to utilize toll-free telephone lines using numbers almost identical  
6 to lines used, or formerly used, by frequently-called companies, such as Sprint. Consumers who  
7 reached Defendants' toll-free lines heard a message urging them to call a 900-number.

8 27. Consumers who, in response, called Defendants' pay-per-call number as instructed heard  
9 a recorded message. For approximately two months in 2003, that message stated:

10 "Thank you for calling operator directory service. To use our enhanced, toll-free  
11 directory assistance, you must be over 18, or have permission from your parents.  
12 This call is 99 cents per minute, with a three-minute minimum. [Pause] Using the  
keypad on your phone, please enter the first three to six letters of the name of the  
company you are trying to reach. For "Q," press 7, for "Z" press 9."

13 Consumers who subsequently entered the name of a company whose number was included in the  
14 pay-per-call service heard a recitation of the correct number for that company, repeated three  
15 times. For example, if a consumer entered S-P-R (7-7-7), he or she could obtain the telephone  
16 number for Sprint.

17 28. Section 308.5(a)(3) of the Pay-Per-Call Rule, 16 C.F.R. 308.5(a)(3), requires the service  
18 provider, in the preamble of its 900 number message, to inform callers that charges for the call  
19 begin, and that to avoid charges the call must be terminated, three seconds after a clearly  
20 discernible signal or tone indicating the end of the preamble. Defendants' pay-per-call message,  
21 described above in Paragraph 27, did not alert callers as to when charges would begin, or explain  
22 how callers could avoid being charged. For this reason, Defendants' taped pay-per-call message  
23 violated the Pay-Per-Call Rule.

24 **I. VIOLATIONS OF THE FTC ACT**

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

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

2 **Count One (Misrepresentations)**

3 31. Paragraphs through 1 through 30 are incorporated herein by reference.

4 32. In numerous instances, Defendants have represented, expressly or by implication, to  
5 persons who called certain of their toll-free lines:

- 6 (a) That such persons needed to call Defendants' 900-number to be sure to reach the  
7 voting lines for American Idol;
- 8 (b) That such persons had reached American Idol, or an organization endorsed by or  
9 affiliated with American Idol, and had to pay a 900-number pay-per-call service to  
10 be sure that their original call would be completed and that they would correctly  
11 reach the party they were calling;
- 12 (c) That such persons had to pay fees to an "operator directory" organization called  
13 "Northwestern Atlantic" to be sure that their original call to American Idol would  
14 be completed and that they would correctly reach the party they were calling; and
- 15 (d) That Defendants' 900 number telephone lines were actual voting lines for  
16 American Idol.

17 33. In truth and fact,

- 18 (a) In numerous instances, callers to Defendants' toll-free numbers did not need to  
19 call a 900-number line to be sure to reach the voting lines for American Idol;
- 20 (b) Callers who reached Defendants' toll-free numbers had not reached American  
21 Idol, or an organization endorsed by or affiliated with American Idol, and in  
22 numerous instances did not need to pay a 900-number service to be sure that their  
23 original call would be completed and that they would correctly reach the party  
24 they were calling;
- 25 (c) Callers to Defendants' toll-free numbers in numerous instances did not have to  
26 pay fees to an "operator directory" organization called "Northwestern Atlantic" to  
27 be sure that their original call to American Idol would be completed and that they  
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would correctly reach the party they were calling; and

(d) Defendants' 900 number telephone lines were not actual voting lines for American Idol.

34. Therefore, the representations of the Defendants, alleged above, are false and deceptive, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**Count Two (Deceptive Omissions)**

35. Paragraphs 1 through 34 are incorporated herein by reference.

36. Defendants, through the foregoing statements and other means, have represented, expressly or by implication, that callers to certain of Defendants' toll-free lines had to pay fees to a 900-number service to successfully vote for contestants on the American Idol show.

37. Defendants failed to disclose clearly and conspicuously (a) that callers to Defendants' toll-free numbers had dialed the wrong number and that the answering party had no association with the American Idol show, and (b) that Defendants' 900-number lines were not voting lines and that, for a fee, they merely restated the publicly-available American Idol toll-free numbers. The foregoing facts would be material to many consumers considering whether or not to purchase Defendants' pay-per-call service. Defendants' failure to disclose these facts, in light of Defendants' representations, was, and is, a deceptive act or practice, in violation of Section 5(a) of the FTC Act, 15 U.S.C. §45(a).

**VIOLATIONS OF THE PAY-PER-CALL RULE**

38. The Commission's Pay-Per-Call Rule, 16 C.F.R. Part 308, became effective on November 1, 1993, and implements the requirements of the TDDRA, 15 U.S.C. § 5701 *et seq.*

39. Pursuant to Section 18(d)(3) of the FTC Act and Sections 201(a)(8) and (c) of the TDDRA, 15 U.S.C. § § 57a(d)(3) and 5711(a)(8) and (c), each violation of the Pay-Per-Call Rule constitutes an unfair or deceptive practice in violation of Section 5(a)(1) of the FTC Act, 15 U.S.C. § 45(a)(1).

**Count Three (Failure to Identify the Pay-Per-Call Service Provider)**

40. Paragraphs 1 through 39 are incorporated herein by reference.

1 41. Section 308.5(a)(1) of the Pay-Per-Call Rule requires, *inter alia*, that the service provider,  
2 in its 900-number message, provide an introductory disclosure message (“preamble”) that  
3 “clearly . . . identifies the name of the provider of the pay-per-call service.”

4 42. In numerous instances, as alleged herein, Defendants failed to provide clearly the name of  
5 the provider of the pay-per-call service in its 900-number message preamble. Alternatively,  
6 Defendants violated this provision of the Pay-Per-Call Rule by using a trade name (“Operator  
7 Directory Service”) which, in the context of the preceding toll-free messages heard by callers,  
8 contributed to the false representation that the answering party was the American Idol show or a  
9 firm acting at its behest.

10 43. Therefore, Defendants, as alleged above, have violated the Pay-Per-Call Rule, 16 C.F.R.  
11 § 308.5(a).

12 **Count Four (Failure to Clearly Identify the Pay-Per-Call Service Provided)**

13 44. Paragraphs 1 through 43 are incorporated herein by reference.

14 45. Section 308.5(a)(1) of the Pay-Per-Call Rule requires, *inter alia*, that the service provider,  
15 in its 900 number message, provide a preamble that “clearly . . . describes the service being  
16 provided.”

17 46. In numerous instances, as alleged herein, Defendants described their service in terms  
18 (“operator directory service”) that were both ambiguous and falsely implied, *inter alia*, that the  
19 answering party was merely an “operator” for American Idol that “completed” the original call.

20 47. Therefore, Defendants, as alleged above, have violated the Pay-Per-Call Rule, 16 C.F.R.  
21 § 308.5(a).

22 **Count Five (Failure to Indicate when Charges Begin)**

23 48. Paragraphs 1 through 47 are incorporated herein by reference.

24 49. Section 308.5(a)(3) of the Pay-Per-Call Rule requires, *inter alia*, that the service provider,  
25 in the preamble of its 900-number message, inform the caller that charges for the call begin, and  
26 that to avoid charges the call must be terminated, three seconds after a clearly discernible signal  
27 or tone indicating the end of the preamble.

1           50. In numerous instances, as alleged herein, Defendants have failed to inform callers to  
2 Defendants' pay-per-call services as to when charges begin, or that callers can avoid charges by  
3 terminating the call three seconds after a clearly discernible signal or tone indicating the end of  
4 the preamble.

5           51. Therefore, Defendants, as alleged above, have violated the Pay-Per-Call Rule, 16 C.F.R.  
6 § 308.5(a).

7                                   **Count Six (Billing Consumers for Violative Services)**

8           52. Paragraphs 1 through 51 are incorporated herein by reference.

9           53. Section 308.5(f) of the Pay-Per-Call Rule states: "The provider of pay-per-call services is  
10 prohibited from billing consumers .... for any services provided in violation of any section of this  
11 rule."

12           54. In numerous instances, Defendants violated this provision by causing bills to be sent to  
13 consumers even though Defendants had violated the Rule by failing to properly identify  
14 themselves as a provider of the service, by failing to properly describe the service, and by failing  
15 to inform callers how to avoid charges for Defendants' pay-per-call services, as described above.

16           55. Therefore, Defendants, as alleged above, have violated the Pay-Per-Call Rule, 16 C.F.R.  
17 § 308.5(f).

18                                   **CONSUMER INJURY**

19           56. Consumers throughout the United States have suffered and continue to suffer substantial  
20 monetary loss as a result of Defendants' unlawful acts or practices.

21                                   **THIS COURT'S POWER TO GRANT RELIEF**

22           57. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive  
23 and other ancillary relief, including consumer redress, disgorgement, and restitution to prevent  
24 and remedy any violations of any provision of law enforced by the Commission.

25           58. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 5711 of TDDRA, 15 U.S.C.  
26 § 5711, authorize this Court to grant such relief as the Court finds necessary to redress injury to  
27 consumers or other persons resulting from Defendants' violations of the Pay-Per-Call Rule,  
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1 including the refund of money.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff requests that this Court, as authorized by Sections 13 and 19 of the  
4 FTC Act, 15 U.S.C. §§ 53(b) and 57b, and the TDDRA, 15 U.S.C. § 5701 *et seq.*, and pursuant  
5 to its own equitable powers:

6 1. Enter judgment against Defendants and in favor of Plaintiff for each violation alleged in  
7 this complaint;

8 2. Permanently enjoin Defendants from violating the FTC Act;

9 3. Permanently enjoin Defendants from violating the Pay-Per-Call Rule, 16. C.F.R. Part  
10 308;

11 4. Award plaintiff monetary civil penalties from each Defendant for each violation  
12 of the Rule alleged in this complaint; and

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

15 Respectfully submitted,

16 PETER D. KEISLER  
Assistant Attorney General

17 KEVIN V. RYAN  
United States Attorney

19 Dated: 5-17-04

20 By: Joann M. Swanson  
Assistant United States Attorney

21 EUGENE M. THIROLF  
22 Director  
Office of Consumer Litigation

23 Dated: 5-17-04

24 By: Elizabeth Stein  
25 Attorney

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