

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

U.S. DISTRICT COURT

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

6. At all times relevant to this complaint, defendant has 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.

DEFENDANT'S COURSE OF CONDUCT

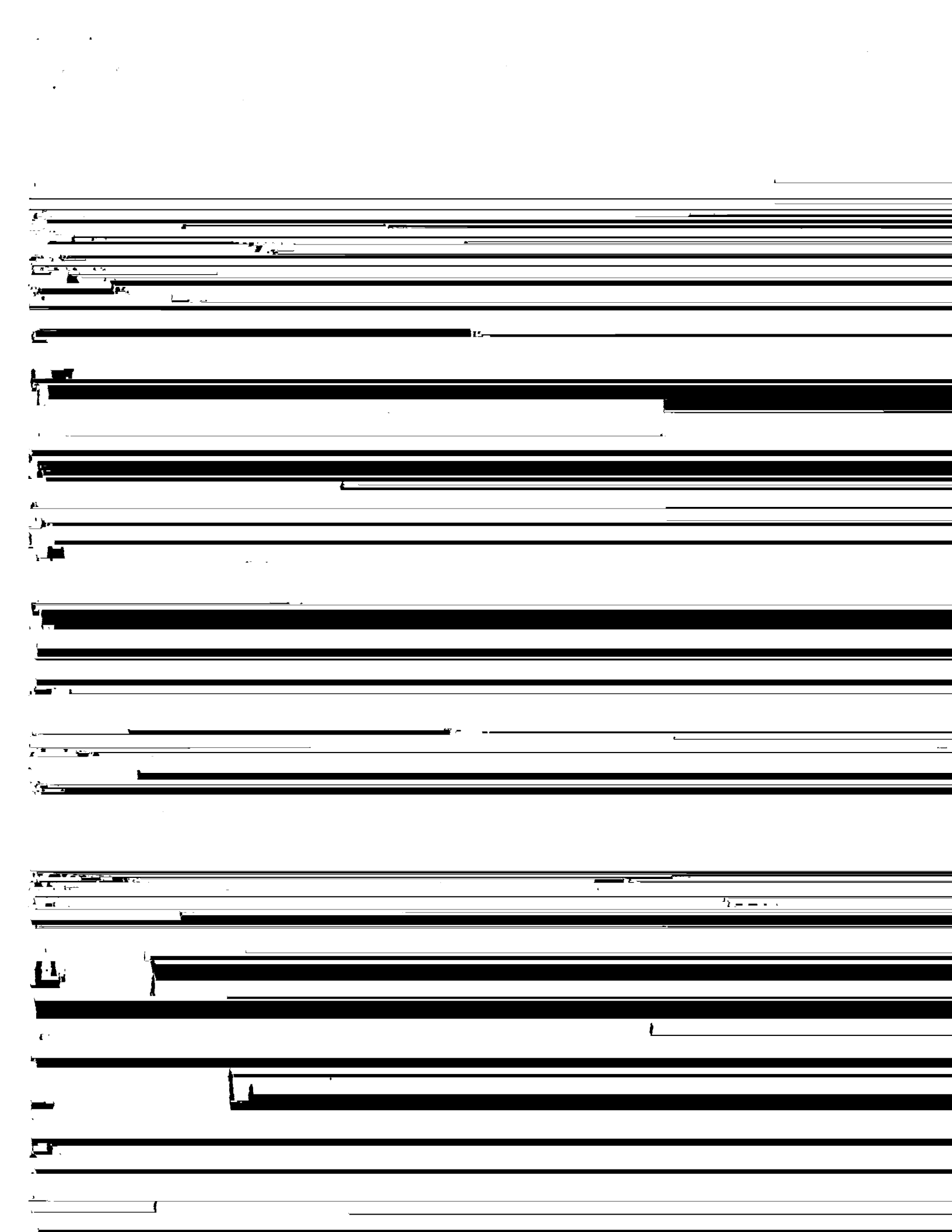
provide consumers with the promised VISA or MasterCard credit cards.

12. At best, in some instances, defendant provides consumers with an application for a major credit card from a separate financial institution.

13. Only then do consumers understand that they are not yet approved to receive a

18. Therefore, the representation set forth in Paragraph 16 is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

[REDACTED]



injunctive relief, defendant is likely to continue to injure consumers, reap unjust enrichment, and harm the public.

29. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), authorizes this Court to issue

~~permanent injunction against defendant's violation of the FTC Act, 15 U.S.C. § 53(b).~~

2. Permanently enjoin defendant from violating the FTC Act and the Telemarketing Sales Rule, as alleged herein;

3. Award such relief as the Court finds necessary to redress injury to consumers resulting from defendant's violations of the FTC Act and the Telemarketing Sales Rule;

including, but not limited to, rescission or reformation of contracts, restitution, refund of