

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

AL D

injunctive relief

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DEFENDANTS

5 Defendant **Platinum Universal LLC** (“Platinum”) is a Florida corporation with its principal place of business at 4000 Hollywood Blvd, Suite 755-S, Hollywood, FL 33021. Platinum transacts or has transacted business in the Southern District of Florida. Platinum

with its principal place of business at 4000 Hollywood Blvd, Suite 755-S, Hollywood, FL 33021.

Platinum transacts or has transacted business in the Southern District of Florida. Platinum

does business as Universal Card Services and Universal MasterCard.

6. Defendant **Pulsar Data, Inc.** (“Pulsar”) is a Florida corporation with its principal place of business at 4000 Hollywood Blvd, Suite 755-S, Hollywood, FL 33021. Pulsar transacts or has

15 U.S.C. § 44.

COURSE OF CONDUCT

10. Since at least mid-2002, Defendants have offered guaranteed, pre-approved Universal

MasterCard credit cards by cold calling consumers across the United States.

[REDACTED]

14. In addition, consumers who opt to receive the stored value card learn that they are required to pay more money to load the card in order to be able to use it, and are required to pay monthly membership fees, per transaction fees, fees to load the card, and a monthly inactivity fee if the consumer does not use the card for ninety days, none of which were disclosed to consumers prior to purchase.

VIOLATIONS OF SECTION 5 OF THE FTC ACT

15. Section 5(c) of the FTC Act, 15 U.S.C. § 45(c), prohibits the following:

practices in effect:

16. Misrepresentations or omissions of material facts constituting a violation of

December 31, 1995.

21. The TSR prohibits telemarketers and sellers from requesting or receiving payment of any fee or consideration in advance of obtaining a loan or other extension of credit when the seller or telemarketer has guaranteed or represented a high likelihood of success in obtaining or arranging

a loan or other extension of credit. 16 C.F.R. § 310.4(a)(4).

22. The TSR 1

26. Defendants have thereby violated Section 310.4(a)(4) of the Telemarketing Sales Rule, 16 C.F.R. § 310.4(a)(4).

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27. In numerous instances, in connection with the telemarketing of advance fee credit cards, Defendants or their employees or agents have misrepresented, directly or by implication, that after paying Defendants a fee, consumers will, or are highly likely to, receive a credit card.

28. Defendants have thereby violated Section 310.3(a)(2)(iii) of the Telemarketing Sales Rule, 16 C.F.R. § 310.3(a)(2)(iii).

Rule, 16 C.F.R. § 310.3(a)(2)(iii).

CONSUMER INJURY

29. Consumers throughout the United States have been injured by Defendants' telemarketing practices.

necessary to redress injury to consumers or other persons resulting from Defendants' violations of the Telemarketing Sales Rule, including the rescission and reformation of contracts and the refund of money.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Federal Trade Commission, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), and the Court's own equitable powers, requests that the Court:

1. Award Plaintiff such relief as the Court deems appropriate.

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

4. Award Plaintiff the costs of bringing this action, as well as such other and additional

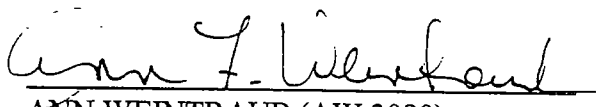
relief as the Court may deem appropriate.

Dated: Nov. 5, 2003

Respectfully Submitted,

WILLIAM E. KOVACIC
General Counsel

BARBARA ANTHONY
Regional Director



ANN WEINTRAUB (AW 3080)
ELVIA GASTELO (EG 0865)
Attorney for Plaintiff
Federal Trade Commission
One Bowling Green, Suite 318
New York, New York 10004
212.607.2815 (phone)
212.607.2822 (facsimile)