

FILED

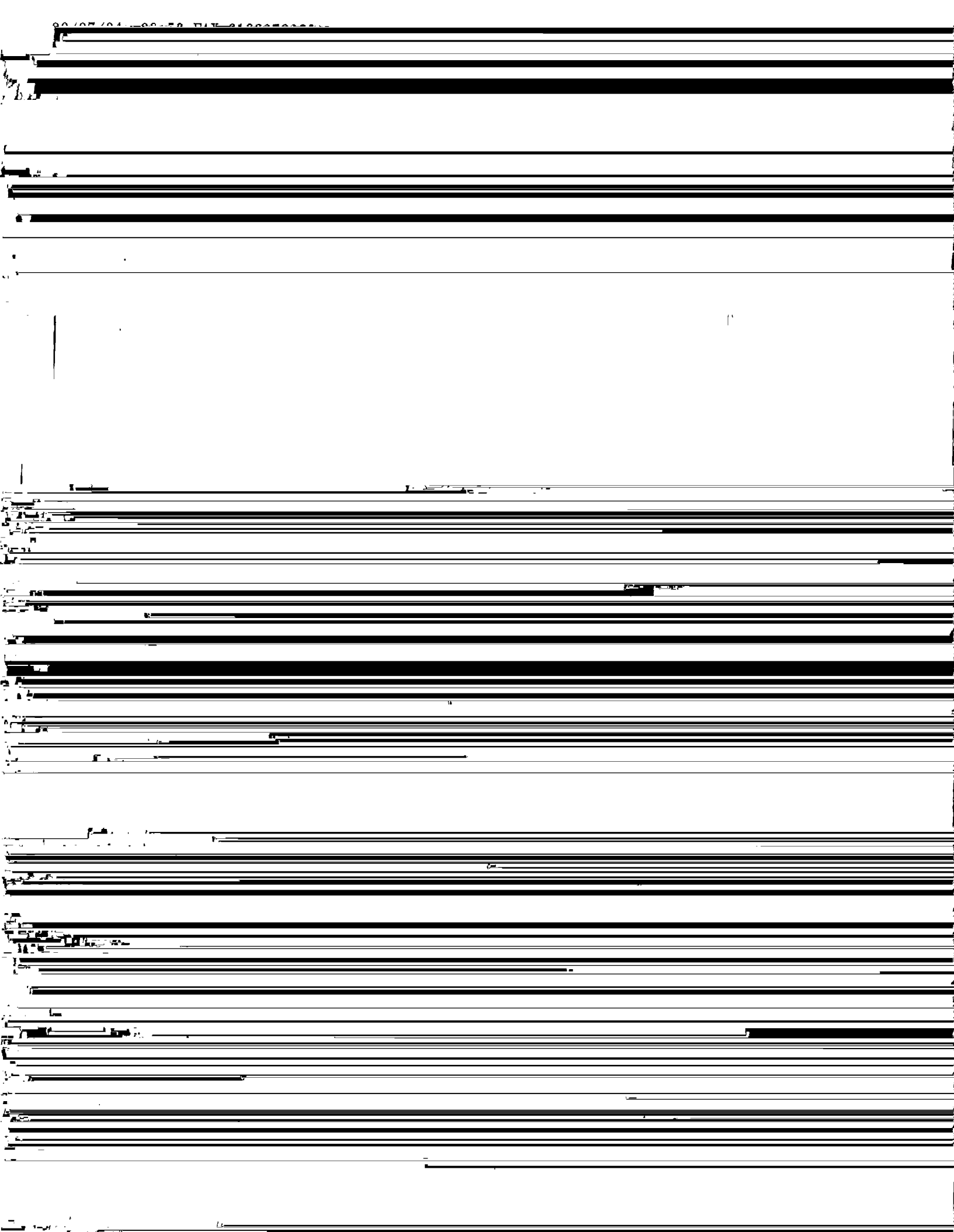
- 1 ROBIN E. EICHEN  
ELVIA P. GASTELO
- 2 Federal Trade Commission  
One Bowling Green Suite 318

2004 SEP -1 AM 10

1 as an officer of USS ELDER )  
 ENTERPRISES, INC., as an )  
 2 officer of AMERICA VESPUCIA )  
 CORPORATION, and as an )  
 3 officer of RICARDO ELDER )  
 PARTNERS, INC., and d/b/a )  
 4 SALOMON PRESS FINANCIAL )  
 PUBLICATIONS, SALOMON PRESS, )  
 5 EDITORIAL SALOMON, COMPANIA )  
 AMERICANA, COMPANIAS )  
 6 AMERICANAS, and ESCRITORIO )  
 PUBLICO INTERNACIONAL, )  
 7 )  
 Defendants. )  
 8 )

9 Plaintiff the Federal Trade Commission (FTC) et al

1 3. Venue in the United States District Court for the Central



1

alleged herein

1 opportunities consist of assembling various products, such  
2 as key chains or jewelry. In numerous instances, consumers  
3 are told that Defendants will provide them with assembly  
4 project work for pay. In other instances, consumers are  
5 told that Defendants will provide them with substantial  
6 assistance in obtaining assembly project work for pay.

7 Defendants' representatives tell consumers that they will  
8 earn between \$112 and \$700 per week, depending on their  
9 ability and the products they choose to assemble.

10 13. Defendants' representatives explain that in order to receive  
11 assembly project work, consumers must pay a "start up" or  
12 other fee ranging from \$50 to \$180. Defendants assure some  
13 consumers that if they are not fully satisfied with  
14 Defendants' work-at-home assembly projects, Defendants will  
15 refund their money. Defendants promise other consumers that  
16 Defendants will refund their money after a trial period.

17 14. Consumers are instructed to submit their payment only in  
18 cash, by money order, or by wire transfer. In some  
19 instances, Defendants' representatives personally collect  
20 the money from consumers at their homes. In most instances,  
21

1 companies to contact that allegedly offer work-at-home  
2 opportunities.

3 16. When consumers call Defendants to complain and request a  
4 refund, they are often unable to speak with any of

5 Defendants' representatives, as they are placed on hold  
6 indefinitely or their calls are disconnected. Those  
7 consumers who are able to speak with Defendants'  
8 representatives learn that refunds will be issued only after  
9 the consumers meet with

1 by implication, that consumers who pay Defendants a fee will  
2 obtain either assembly project work for pay or substantial  
3 assistance in obtaining such work.

4 22. In truth and in fact, after paying Defendants a fee, few, if  
5 any, consumers obtain assembly project work for pay or



1 or their employees or agents have represented, expressly or  
2 by implication, that they will provide refunds to consumers.  
3 28. In truth and in fact, in numerous instances, Defendants do  
4 not provide refunds to consumers.  
5 29. Therefore, the representation set forth in Paragraph 27 is  
6 false and misleading and constitutes a deceptive act or  
7 practice in violation of Section 5(a) of the FTC Act, 15  
8 U.S.C. § 45(a).

1 aspect of the nature or terms of the seller's refund,  
2 cancellation, exchange, or repurchase policies. 16 C.F.R.  
3 § 310.3(a)(2)(iv).

4 33. On or after December 31, 1995, except for certain specified  
5 types of transactions, the TSR exempted from the scope of  
6 the TSR telephone calls initiated by

VIOLATIONS OF THE TELEMARKETING SALES RULE

COUNT FOUR

1  
2  
3 36. In numerous instances, in the course of offering for sale and  
4 selling work-at-home business opportunities through  
5 telemarketing, Defendants or their employees or agents have  
6 misrepresented, directly or by implication, material aspects

1 Defendants have been unjustly enriched as a result of their  
2 unlawful acts and practices. Absent injunctive relief,



[Redacted text]

