IN THE UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF ILLINOIS

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FEDERAL TRADE COMMISSION,

Plaintiff,

v.

) PtiI-AGfSTRkTE JUDGE DWL6W

)
) Civil Action No.

CENTURION FINANCIAL BENESCT'S, LLC,
a Delaware limited liability corporation;
1629936 ONTARIO LTD., also d/b/a Centurion Financial )
05C 5442 , . Benefits;

1644738 ONTARIO LTD., also d/b/a Integra Financial )
Benefits;
AMERICAN GETAWAY VACATIONS INC., also d/b/a
Integra Financial Benefits;
CREDENCE TRAVEL PROCESSING INC., also

Plaintiff, the Federal Trade Commission ("FTC" or "the Commission"), for its complaint alleges as follows:
The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Cornmission
Act ("ITC Act"), 15 U.S.C. $$ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act ('Telemarketing Act"), 15 U.S.C. $8 6101, et seq., to secure temporary, preliminary, and permanent injunctive relief, restitution, rescission or

proceedings, by its own attorneys, to enjoin violations of the FTC Act and the Telemarketing Sales Rule, and to secure such equitable relief as may be appropriate in each case, including restitution for injured consumers. 15 U.S.C. $5 53(b), 57b, and 6105(b).

DEFENDANTS

Toronto Common Enterprise
4. Defendant Centurion Financial Benefits, LLC, is a Delaware limited liability
company with its principal place of business at 925 Yonge Street, Suite 326, Toronto, Ontario M4W 2H2. Centurion Financial Benefits, UC transacts or has transacted business in the Northern District of Illinois and throughout the United States.
5. Defendant 1629936 Ontario Ltd., also d/b/a Centurion Financial Benefits, is an
Ontario limited liability company with its principal place of business at 925 Yonge Street, Suite 325, Toronto, Ontario M4W 2H2. 1629936 Ontario Ltd. transacts or has transacted business in the Northern District of Illinois and throughout the United States.
6. Defendant 1644738 Ontario Ltd., also d/b/a Integra Financial Benefits, is an
Ontario limited liability company with its principal place of business at 925 Yonge Street, Suite 121, Toronto, Ontario M4W 2H2. 1644738 Ontario Ltd. transacts or has transacted business in the Northern District of Illinois and throughout the United States.
7. Defendant Sean Sornrna, a/k/a Sean Soma, is an officer and director of corporate
defendants Centurion Financial Benefits, LLC and 1629936 Ontario Ltd. Somma also does business as Spectra Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants Centurion Financial Benefits, LLC, 1629936 Ontario Ltd., and

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164473 Ontario Ltd., including the acts and practices set forth in this Complaint. Sean Soma transacts or has transacted business in the Northern District of Illinois and throughout the United States.

8. Defendant Antonio Marchese, a/k/a Tony Marchese, is an officer and director of corporate defendant 164473 Ontario Ltd. Marchese also does business as Sureway Beneficial, Simple Choice Benefits, and Oxford Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants Centurion Financial Benefits, LLC, 1629936 Ontario Ltd., and 1644738 Ontario Ltd., including the acts and practices set forth in this Complaint. Antonio Marchese transacts or has transacted business in the Northern District of Illinois and throughout the United States.
9. Defendants Sean Soma, Tony Marchese, Centurion Financial Benefits, LLC, 1629936 Ontario Ltd., and 1644738 Ontario Ltd. have operated as a common enterprise while engaging in the deceptive acts and practices and other violations of law alleged below. They have shared officers, employees, office locations, have commingled funds, are commonly controlled, and have engaged

11. Defendant Credence Travel Processing Inc., also d/b/a Integra Financial Benefits,
is a British Columbia corporation with its principal place of business at 1355 West 4th Street #12, Vancouver, British Columbia V6H 3Y8. Credence Travel Processing transacts or has transacted business throughout the United States.
12. Defendant Topstar Media Inc., also d/b/a Integra Financial Benefits, is an Alberta corporation with its principal place of business at 114 Waterstone Crescent, Airdrie, Alberta T4B 2G7. Topstar Media transacts or has transacted business throughout the United States.
13. Defendant Tony Andreopoulos holds himself out as the President and Chief
Executive Officer of corporate defendant American Getaway Vacations. Tony Andreopoulos also is the President of corporate defendant Topstar Media, a director of corporate defendant Credence Travel Processing, and does business as Integra Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants American Getaway Vacations, Credence Travel Processing, and Topstar Media, including the acts and practices set forth in this Complaint. Tony Andreopoulos transacts or has transacted business throughout the United States.
14. Defendant Dennis Andreopoulos is a director of corporate defendants American Getaway Vacations and Topstar Media. Dennis Andreopoulos also does business as Integra Financial Benefits. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of corporate defendants American Getaway Vacations, Credence Travel Processing, and Topstar Media,

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including the acts and practices set forth in this Complaint. Dennis Andreopoulos transacts or has transacted business throughout the United States.
15. Defendants Tony Andreopoulos, Dennis Andreopoulos, American Getaway
Vacations Inc., Credence Travel Processing Inc., and Topstar Media Inc., have operated as a common enterprise while engaging in the deceptive acts and practices and other violations of law alleged below. They have shared officers, employees, office locations, have commingled funds, are commonly controlled, and have engaged in a common scheme.
COMMERCE

16. At all times relevant to this complaint, defendants have maintained a substantial
course of trade in or affecting commerce, as "commerce7' is defined in Section 4 of the FTC Act, 15 U.S.C. 5 44.
DEFENDANTS' COURSE OF CONDUCT
17. Since at least 2004, and continuing thereafter, defendants have placed unsolicited
outbound telephone calls to consumers throughout the United States and falsely offered to provide pre-approved major credit cards, such as Mastercard and Visa credit cards, to those consumers who agreed to permit defendants to electronically debit their bank accounts for an advance fee of $249. In fact, both the Toronto and Calgary common enterprises have perpetrated this scam using the same business names, including, but not limited to, Integra Financial Benefits.

18. Defendants typically represent that their credit cards have credit limits of $2,000, cr

19. During the telephone calls to consumers, defendants request bank account
information, including bank routing information.
20. Defendants routinely debit the bank accounts of consumers who have provided
bank account information in advance of providing those consumers with the major credit cards, such as MasterCard and Visa credit cards, promised during the telephone calls.
21. After debiting the advance fee from consumers' bank accounts, defendants do not
provide consumers with the promised major credit cards, such as MasterCard and Visa credit cards. Instead of providing consumers with the promised major credit cards, defendants sometimes provide consumers with an application for a "stored value card" or "cash card" that has no line of credit associated with it and can only be used if the consumer first loads funds on to the card.
22. In addition to the stored value card application, defendants also frequently provide
consumers with a "personal benefits program" that typically consists of advertisements for various products and services, including cellular telephones, satellite television, vacation packages, automobile loans, personal loans, and automobile insurance. The "benefits program" also frequently includes booklets on credit repair and identity theft prevention.
23. Defendants do not provide consumers with, or arrange for consumers to receive,
the promised credit cards. Furthermore, defendants are not authorized by MasterCard or Visa to issue or market MasterCard or Visa credit cards to the public, or to use MasterCard or Visa trademarks in their promotions.
24. On or after October 17,2003, defendants have called consumers7 telephone
numbers that are on the National Do Not Call Registry.

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25. On or after October 17,2003, defendants have called, or have caused
telemarketers to call, 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 on the National Do Not Call Registry.
VIOLATIONS OF THl3 FEDERAL TRADE COMMISSION ACT

26. Section 5(a) of the FTC Act, 15 U.S.C. 8 45(a), prohibits unfair or deceptive acts or
practices in or affecting'cornrnerce. Misrepresentations or omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

COUNT I
27. In numerous instances, in connection with the marketing of advance fee credit cards,
defendants or their employees or agents have represented, directly or or

THE TELEMARKETING SALES RULE
30. The Commission promulgated the Telemarketing Sales Rule, 16 C.F.R. Part 310, pursuant to Section 3(a) of the Telemarketing Act, 15 U.S.C. 5 6102(a). The Rule becarne effective on December 31,1995. On January 29,2003, the FTC adopted an amended Telemarketing Sales Rule with the

or over the Internet at www.donotcall.~ov_ or by otherwise contacting law enforcement authorities.

35. Since September 2,2003, sellers, telemarketers, and other permitted organizations
have been able to access the Registry over the Internet at www.telemarketing.donotcall.gov to download the registered numbers.
36. Since October 17,2003, sellers and telemarketers subject to the FTC7s jurisdiction
have been prohibited from calling numbers on the Registry in violation of the TSR. 16 C.F.R. 5 3 1Oe4(b)(l)(iii)(B).
37. Since October 17,2003, sellers and telemarketers have been generally prohibited
from calling any telephone number within a given area code unless the seller first has paid the

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that, after paying defendants a fee, consumers will, or are highly likely to, receive an unsecured major credit card, such as a MasterCard or Visa credit card.
41. Defendants have thereby violated Section 3 10.3(a)(2)(iii) of the Telemarketing
Sales Rule, 16 C.F.R. 8 310.3(a)(2)(iii).
COUNT I11
42. In numerous instances, in connection with the telemarketing of advance fee credit
cards, defendants or their employees or agents have requested and received payment of a fee in advance of consumers obtaining a credit card when defendants have guaranteed or represented a high likelihood of success in obtaining or arranging for the acquisition of an unsecured major credit card, such as a MasterCard or Visa credit card, for such consumers.
43. Defendants have thereby violated Section 310.4(a)(4) of the Telemarketing Sales
Rule, 16 C.F.R. § 310.4(a)(4).
COUNT IV
44. In numerous instances, in connection with telemarketing, defendants engaged in
or caused others 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.
5 3 10.4(b)(l)(iii)(B).
COUNT v
45. In numerous instances, 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 without defendants first paying the required annual fee for access to the

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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. 5 310.8.
CONSUMlER INJURY
46. Consumers throughout the United States have suffered and continue to suffer substantial monetary loss as a result of defendants' unlawful acts and practices. In addition, defendants have been unjustly enriched as a result of their unlawful acts and practices. Absent injunctive relief by this Court, the defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.
THIS COURT'S POVVlER TO GRANT RELIEF

47. Sections 13(b) and 19 of the FTC Act, 15 U.S.C. $5 53(b) and 57b, and Section
6(b) of the Telemarketing Act, 15 U.S.C. 5 6105(b), empower this Court to issue a

of not limited to, temporary and preliminary injunctions, and an order freezing assets;