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1 resided in Las Vegas, Nevada. At times material to this Complaint, acting alone or in
2 concert with others, John Rincon has formulated, directed, controlled or participated in
3 the acts and practices of NPIGC, including the acts and practices set forth in this
4 Complaint. John Rincon transacts or has transacted business in the District of Nevada.

5 COMMERCE

6 7. At all times relevant to this Complaint, defendants have maintained a
7 substantial course of trade in or affecting commerce, as “commerce” is defined in Section
8 4 of the FTC Act, 15 U.S.C. § 44.

9 DEFENDANTS’ BUSINESS PRACTICES

10 8. Since at least 2004, and continuing thereafter, defendants have conducted
11 mass mailing campaigns directed to hundreds of thousands of consumers throughout the
12 United States. Defendants send personalized printed mailers to consumers. These
13 mailers represent that the consumer to whom the mailing is addressed has won a
14 substantial cash prize, often represented to be worth over \$3 million. Some of
15 defendants’ mailers represent that there is an as-yet “uncollected” but “confirmed prize”
16 in the consumer’s name (*see, e.g.*, Attachment A). Some of the mailers represent that
17 “unawarded money” has been “located and documented” in the consumer’s name (*see,*
18 *e.g.*, Attachment B). Some of the mailers are entitled “Authorization to Disburse,” and
19 refer to a “guaranteed cash/prize amount” in the seven-figure range (*see, e.g.*,
20 Attachment C). Many of defendants’ mailers urge the consumer to respond immediately.

21 Defendants’ mailers sometimes contain language in small print that refers in
22 vague terms to a “newsletter” produced by defendants. This language does not expressly
23 inform the mailer recipient that he or she has not won a prize.

24 9. Defendants’ mailers represent that consumers must send \$20.00 or some
25 other specified fee to defendants in order to receive their prize. Consumers who pay the
26 fee to defendants do not receive the promised prize. Instead, some consumers receive
27 written information about how to enter sweepstakes. In addition, many consumers
28 receive additional mailers from the defendants that solicit fun

1 ancillary relief to remedy injury caused by Defendants' law violations.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff Federal Trade Commission, pursuant to Section 13(b) of
4 the FTC Act, 15 U.S.C. § 53(b), and the Court's own equitable powers, requests that the
5 Court:

6 1. Award Plaintiff such preliminary injunctive and ancillary relief as may be
7 necessary to avert the likelihood of consumer injury during the pendency of this action
8 and to preserve the possibility of effective final relief, including, but not limited to,
9 temporary and preliminary injunctions and an order freezing assets;

10 2. Enter a permanent injunction to prevent future violations of the FTC Act by
11 Defendants;

12 3. Award such relief as the Court finds necessary to redress injury to
13 consumers resulting from Defendants' violations of the FTC Act, including but not
14 limited to, rescission or reformation of contracts, restitution, the refund of monies paid,
15 and the disgorgement of ill-gotten monies; and

16 4. Award Plaintiff the costs of bringing this action, as well as such other and
17 additional relief as the Court may determine to be just and
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