



**JURISDICTION AND VENUE**

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, 6102(c), and 6105(b).

3. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c), and 15 U.S.C. § 53(b).

**PLAINTIFF**

4. Plaintiff FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41 - 58. The FTC is charged, *inter alia*, with enforcement of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair and deceptive acts or practices in or affecting commerce. The FTC is also charged with enforcement of the Telemarketing Act, 15 U.S.C. §§ 6101 - 6108. Pursuant to the Telemarketing Act, the FTC promulgated and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing acts or practices. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the TSR, and to secure such equitable relief as may be appropriate in each case, including restitution and disgorgement. 15 U.S.C. §§ 53(b), 57b, 6102(c), and 6105(b).

**DEFENDANTS**

5. Defendant Financial Advisors & Associates Inc. is a Florida corporation

with its principal place of business at 11590 Seminole Blvd., Suite A-12, Largo, FL

33778. Defendant Financial Advisors & Associates Inc. does business as Freedom

Financial and MyUnsecuredCreditCard.com. (Defendant Financial Advisors &

Associates Inc. is having been referred to as "Freedom Financial") Freedom Financial

transacts or has transacted business in this District.

6. Defendant James Sweet is the president of Freedom Financial. In

connection with the matters alleged herein, he resides or has transacted business in this

9. At all times relevant to this complaint, Defendants have maintained a ~~substantial course of trade or business in the offering for sale and sale of goods or~~

services via the telephone, in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

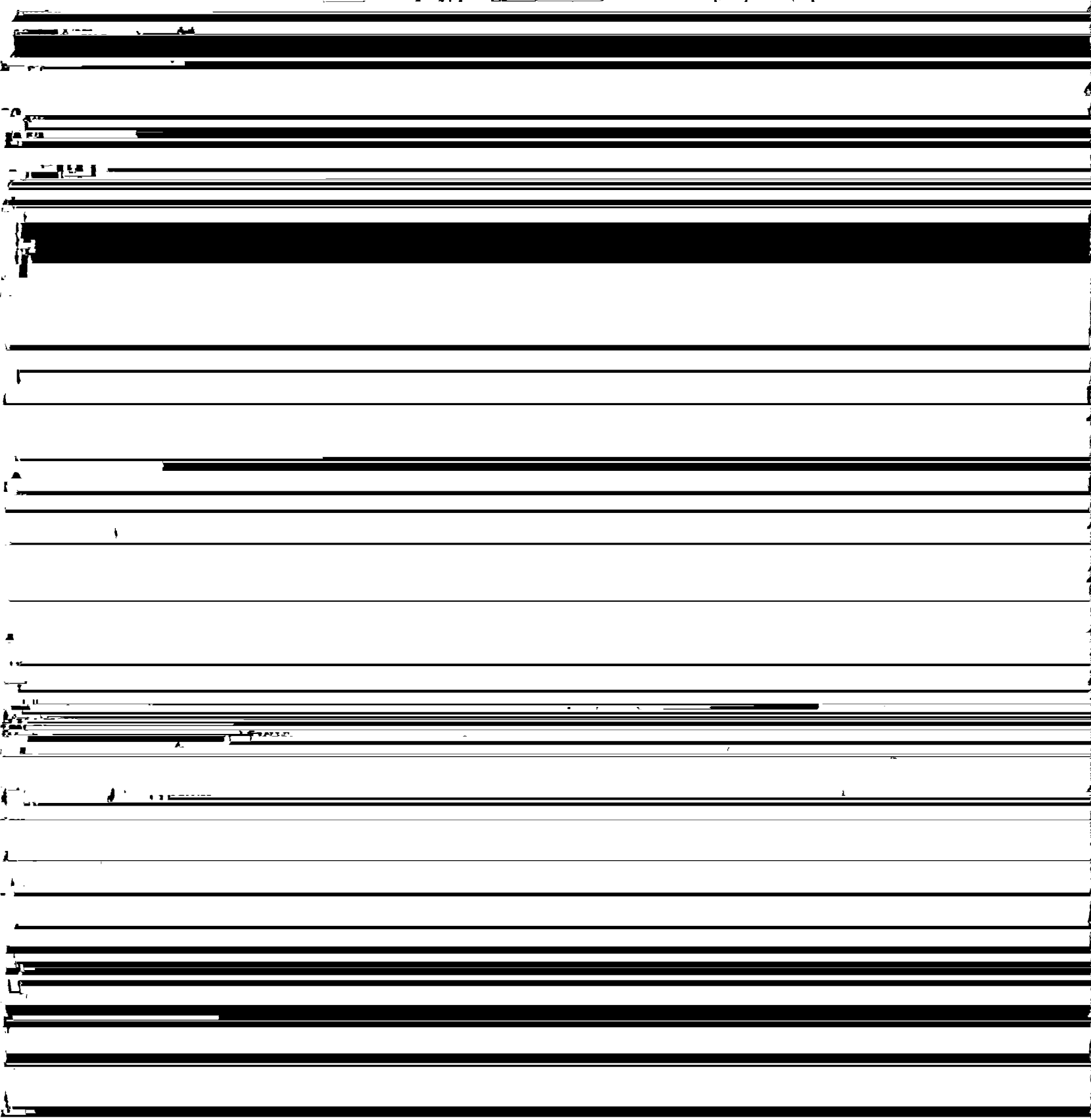
10. Since at least March 2004, Defendants have marketed a limited-purpose, ~~advance-fee credit card in the guise of a general-purpose credit card.~~ Defendants'

employees and telemarketers represent to consumers that the Freedom Financial "credit card" can be used to make purchases in department stores, supermarkets, or for any other purpose that a general-purpose credit card, such as a MasterCard or Visa, is used.

11. Defendants target consumers with either bad or little credit, and promise that their Freedom Financial "credit card" contains a credit line of \$2,000 to \$3,000.

12. Defendants tell consumers that to obtain the Freedom Financial "credit

the mail shortly, including an authorization form that must be signed and returned, along



20. 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 in the National Do Not Call Registry.

**VIOLATIONS OF SECTION 5 OF THE FTC ACT**

deceptive acts or practices in or affecting commerce.”

**COUNT I**

COUNT II

card, Defendants have represented, expressly or by implication, that after payment of an advance fee in an amount of \$200 to \$300, consumers will receive a general-purpose credit card, such as a MasterCard or Visa.

26. In numerous instances, Defendants have failed to disclose, or to disclose adequately to consumers that Defendants assess a \$30 "quarterly maintenance" fee, require consumers to pay a 35% cash down payment towards any purchases, and automatically deduct such fees from consumers' bank accounts.

29. In truth and in fact, in numerous instances in which Defendants have made

the credit history of their customers to

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED] *material aspect of the performance* [REDACTED]

[REDACTED]

On September 2, 2002, the FTC allowed sellers, telemarketers and

to create a website to access the Registry over the Internet at

for the required fees, and download the registered.

including a \$30 "quarterly maintenance" fee and a requirement that consumers pay in

credit card.

44. Defendants' practice as alleged in Paragraph 43 is a deceptive

telemarketing practice that violates Section 210.26(a)(1)(A), 16 C.F.R. § 210.26(a)(1)(A)

pay for goods or services, including statements that Defendants report consumers' credit histories to the major credit bureaus.

48. Defendants' practice as alleged in Paragraph 47 is a deceptive telemarketing act or practice that violates Section 310.3(a)(4) of the TSR, 16 C.F.R. § 310.3(a)(4).

**COUNT VII (Advance Fee)**

49. In numerous instances, in connection with the telemarketing of an advance-fee credit card, Defendants have requested or received payment of a fee or consideration in advance of consumers obtaining a credit card when the Defendants have guaranteed or represented a high likelihood of success in obtaining or arranging the acquisition of a credit card for such consumers.

50. Defendants' practice as alleged in Paragraph 49 is an abusive



52. Defendants' practice as alleged in Paragraph 51 is an abusive

telemarketing act or practice that violates Section 310.4(b)(1)(iii)(B) of the TSR

16 CFR § 310.4(b)(1)(iii)(B)

**COUNT IX (Failing to Pay National Registry Fees)**

53. In numerous instances since October 17, 2003, in connection with the

telemarketing of an advance-fee credit card, Defendants have initiated, or caused others to initiate, an outbound telephone call to a telephone number within a given area code without Defendants, either directly or through another person, first paying the required annual fee for access to the telephone numbers within that area code that are included in

**THIS COURT'S POWER TO GRANT RELIEF**

grant injunctive and such other relief as the Court may deem appropriate to halt and

~~the Court in the exercise of its equitable jurisdiction~~

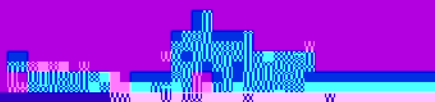
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