

FILED IN CLERK'S OFFICE  
U S D C Atlanta

JUN 19 2008

JAMES N. HATTEN, Clerk

By: *[Signature]*

UNITED STATES DISTRICT COURT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATLANTA DIVISION

FEDERAL TRADE COMMISSION

0-1-00

053

[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED] Since at least January 2005, Defendants have conducted a nationwide [REDACTED]

advertising scheme to sell purported employment goods and services to consumers residing throughout the United States.

10. [REDACTED] [REDACTED]

Business to take a long range and then tell consumers that they "qualify for a

[REDACTED]

will be given a postal position with the United States Postal Service. However,

consumers who receive a passing score are not assured employment with the Postal

Service.

15. Defendants tell consumers that they must pay a fee of between \$120.00-\$140.00 to receive the materials and to take the postal exam. Defendants also tell consumers that the fee for the materials is refundable under several conditions including if consumers do not pass the postal exam, if they are not hired by the Postal Service after their interview, or, if hired, then after their first week of employment with the Postal Service.

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24. In truth and in fact, in numerous instances, postal positions are not

~~generally available in the community where the Defendant's district office~~

25. Therefore, the representations set forth in paragraph 23 are false and



**COUNT IV**

29. Defendants represent, expressly or by implication, that consumers

United States Postal Service.

30. In truth and in fact, consumers who receive a passing score are not assured employment with the United States Postal Service.

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

33. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the court may deem appropriate to halt and redress violations of the FTC Act. The Court, in the exercise of its equitable jurisdiction, may award other ancillary relief, including but not limited to, rescission of contracts and restitution, and the disgorgement of ill-gotten gains, to prevent and remedy injury caused by Defendants' law violations.

**PRAYER FOR RELIEF**

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

(1) Award Plaintiff such preliminary and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this notice, and to preserve the possibility of effective final relief including, but not



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