



1 PLATINUM TELESERVICES, INC.,  
2 a corporation;

3 JONATHAN EBORN,  
4 individually and as an officer of  
5 Infusion Media, Inc.,  
6 Two Warnings, LLC,  
7 Two Part Investments, LLC, and  
8 West Coast Internet Media, Inc.;

6 STEPHANIE BURNSIDE,  
7 individually and as an officer of  
8 Two Warnings, LLC,  
9 Two Part Investments, LLC, and  
West Coast Internet Media, Inc.;

MICHAEL M. O'NEILL

1 **JURISDICTION AND VENUE**

2 2. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
3 §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b). This action arises under  
4 15 U.S.C. § 45(a) and 15 U.S.C. § 1693e.

5 3. Venue in the United States District Court for the District of Nevada is proper  
6 under 28 U.S.C. § 1391(b) & (c) and 15 U.S.C. § 53(b).

7 **THE PARTIES**

8 The FTC is an independent agency of the United States Government created by

1 Gambel Oak Drive, Sandy, Utah, 84092. West Coast Internet transacts or has transacted  
2 business in the District of Nevada.

3 7. Defendant Two Warnings, LLC, ("Two Warnings") is a Nevada limited liability  
4 company with its principal place of business listed in Nevada public records as 3557 S. Valley  
5 View, Suite 100, Las Vegas, Nevada, 89103. Two Warnings transacts or has transacted business  
6 in the District of Nevada.

7 8. Defendant Two Part Investments, LLC, ("Two Part Investments") is a Nevada

1 Coast Internet and was, during at least part of the time period relevant to this Complaint, a

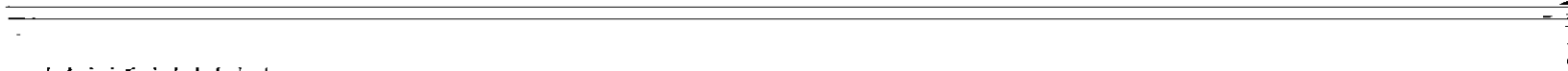
2 manager of Two Warnings and Two Best Investments. At all times material to this Complaint

[REDACTED]

- 1 common enterprise using names including "Google Money Tree," "Google Pro," "Internet
- 2 Income Pro," "Google Treasure Chest" "googlemoneytree.com."

1 fee (usually \$1.97 or \$3.88). The defendants' websites fail, however, to disclose adequately that  
2 they automatically enroll consumers who order a kit in a website membership and/or other

3



1 taken to a payment information page.

2       22. The payment information page requires consumers to enter credit card or debit  
3 card information to supplement the contact information already entered. Text stating that the  
4 consumer will be charged a small amount (usually \$1.97 or \$3.88) for shipping and handling is  
5 prominently featured at the top of these sign-up pages, near the fields in which consumers must  
6 enter payment information. One of the defendants' payment information pages states

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

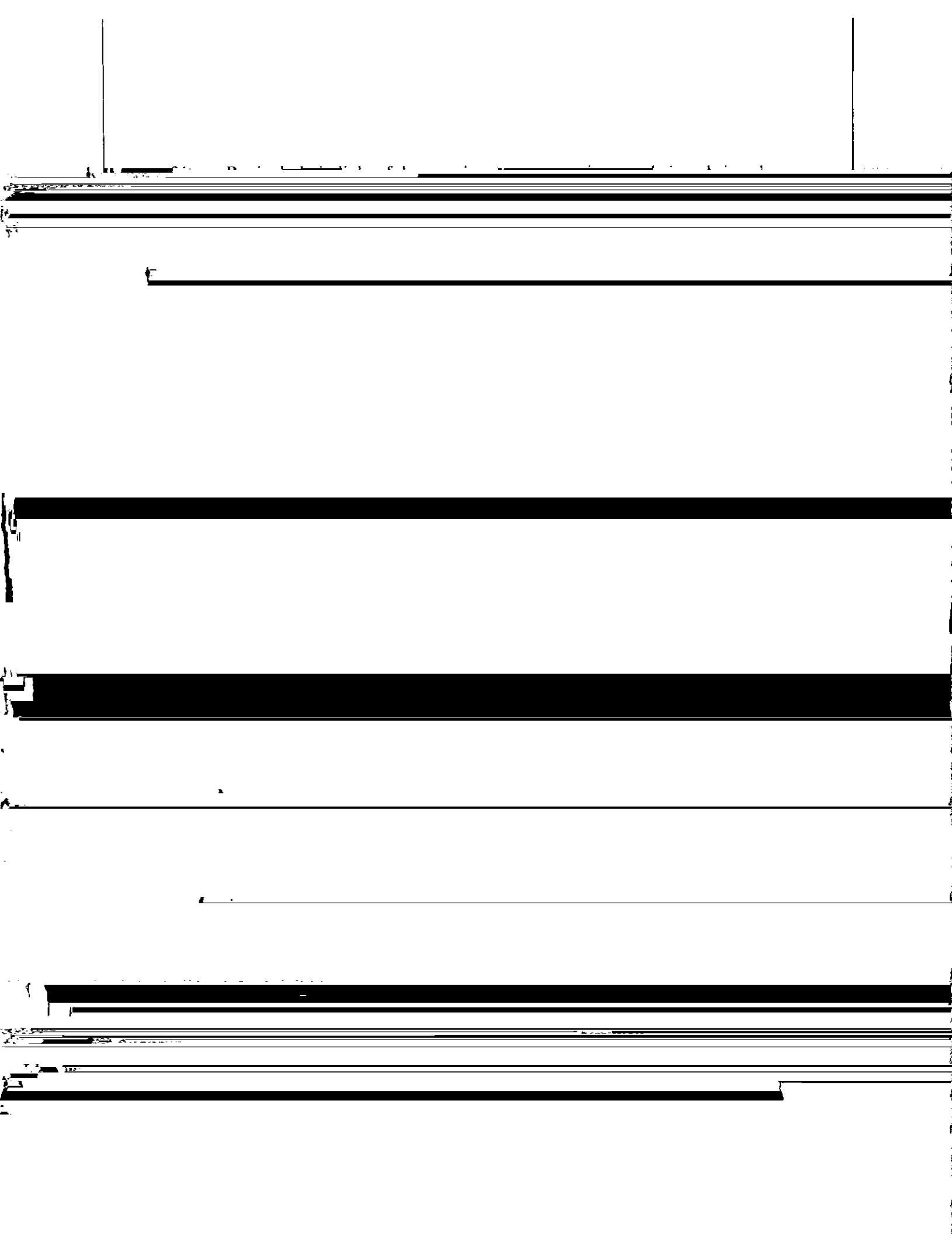
[REDACTED]

[REDACTED]

[REDACTED]







1

Just filling out forms and doing searches on Google and Yahoo; and

2

• [Make over \$100,000 in the next 6 months working from home

\_\_\_\_\_

[REDACTED]

■

[REDACTED]

kit from the defendants and receive a product shipment receive only a computer CD the



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

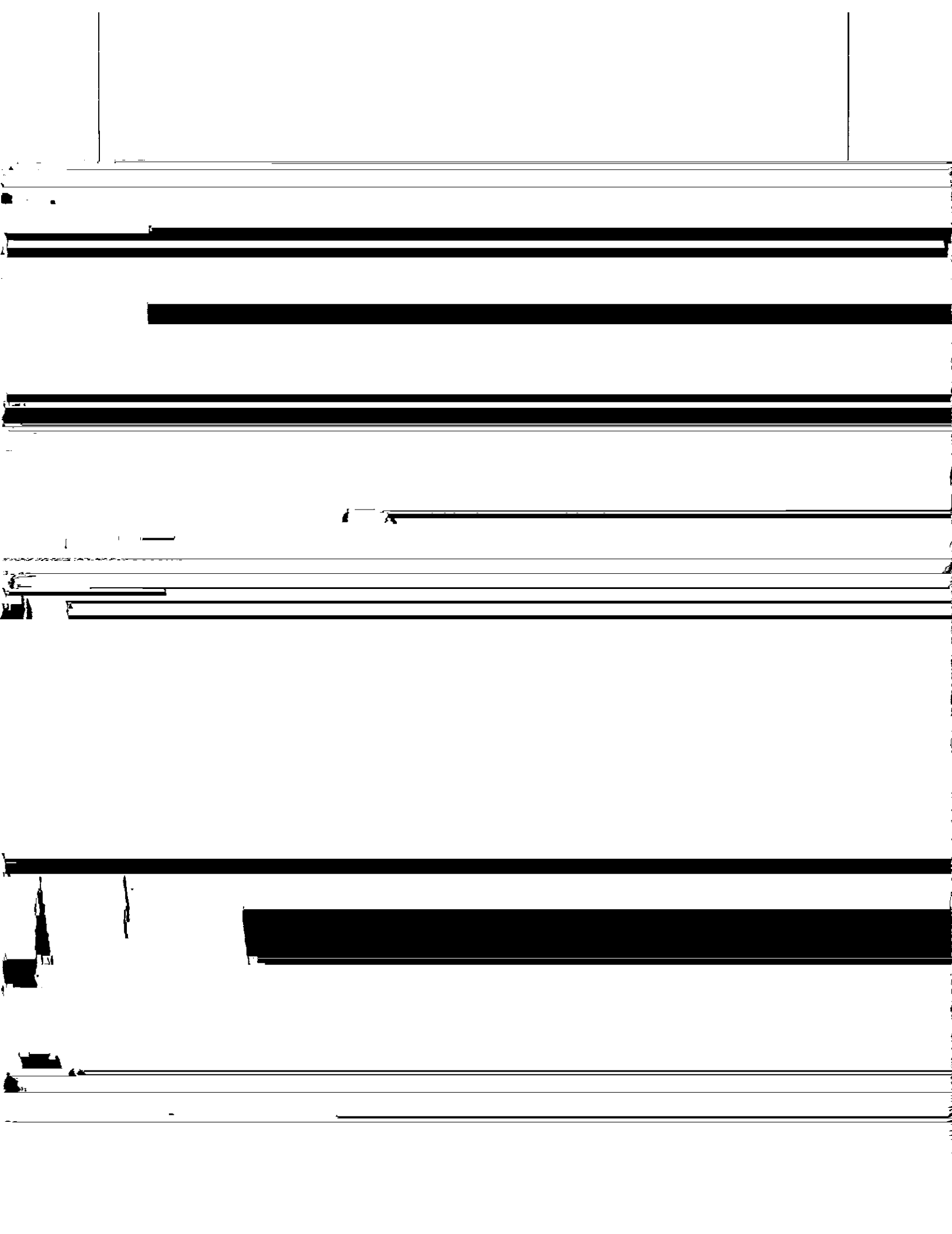
[REDACTED]

[REDACTED]

1                    **THE ELECTRONIC FUND TRANSFER ACT AND REGULATION E**

2                    57.        Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), provides that a “preauthorized  
3 electronic fund transfer from a consumer’s account may be authorized by the consumer only in  
4 writing, and a copy of such authorization shall be provided to the consumer when made.”

5                    Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the term “ ‘preauthorized  
6 electronic fund transfer’ means an electronic fund transfer authorized in advance to recur at  
7 substantially regular intervals.”





Award Plaintiff such preliminary injunctive and ancillary relief as may be