

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. _____ - CV - _____

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

A+ FINANCIAL CENTER, LLC, a Florida
limited liability company, also doing business as
ACCELERATED FINANCIAL CENTERS,
LLC,

ACCELERATED ACCOUNTING SERVICES
LLC, a Florida limited liability company,

CHRISTOPHER L. MIANO, individually and
as the managing member of Accelerated
Accounting Services LLC, and

FILED UNDER SEAL

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3. **Defendants Make Grandiose Guarantees and Collect an Up-Front Fee From Consumers.**

After gaining the consumer's trust by hiding their true identity, Defendants ask the consumer to provide a variety of information regarding the consumer's existing credit card debt, including how many credit cards the consumer has, the amount owed on each, and the interest rate. (PX 1-2 to PX 1-16; PX 2-1, Attachment A6 to A7.) After receiving this information, Defendants guarantee the consumer that:

- Defendants will reduce the interest rates on all of the consumer's credit cards, often quoting rates as low as 6% or even 0% and often claiming that the lowered rates will be permanent or will last for several years;

- Defendants will reduce the interest rate on any credit card, regardless of the bank that issued the card;
- Defendants' services will save the consumer thousands of dollars of interest, usually ranging between \$1,200 to \$4,000 in one year;
- The consumer will be able to get out of debt three to five times faster with Defendants' help; and
- Defendants will not require the consumer to close any of his or her existing credit cards in order to obtain the lowered interest rates.

(PX 1-2 to PX 1-4; PX 1-6 to 1-16; PX 2-1, Attachment A10 to A19.) Defendants tell the

\$795] charge. You're on a 30-day grace period. And like I said, by your next billing statement, you will see the savings immediately.

* * *

[FTC INVESTIGATOR]: So, . . . it's 100 percent sure thing?

MR. MATTHEWS: Yeah, we have contracts with the lender. We don't go in and ask them to lower the rates. We purchase the rates up-front. So, for example, in your case, what actually happened is your credit bureau, Equifax, called you since you did meet the criteria in terms of the two requirements that we have with the lenders in terms of our contract, that means your payment history as well as your credit rating. So, because of that, you were approved to have the zero percent rate. . . .

~~It depends on the lender that you're with, but being that you're~~

with Citi, they have the lowest industry rates in the United States right now. So, it is a guaranteed zero percent rate.

(PX 2-1, Attachment D5 to D7, D9 to D11.)

4. **Defendants Reiterate Their Guarantees in Their Written Materials.**

A few days after the consumer is charged, Defendants send the consumer a written package of materials that reiterates many of the same claims and guarantees Defendants made during the initial telemarketing call. (PX 1-2 to PX 1-4; PX 1-6 to PX 1-8; PX 1-10 to PX 1-12; PX 1-14; PX 1-16; PX 2-1, ¶ 5 & Attachment B.) For example, Defendants state in their written materials that:

We are a fully Licensed and Bonded agency specializing in skillful debt reduction. Our financial consultants will negotiate on your behalf with your creditors to reduce the high interest rates on your unsecured debt; and we will help build you a Personalized Debt



FTC will succeed in proving that Defendants' acts and practices are deceptive in violation of Section 5(a) of the FTC Act.

b. **Defendants Have Violated the TSR.**

The evidence attached to the FTC's Motion also demonstrates that Defendants have violated numerous provisions of the TSR, which prohibits deceptive and abusive telemarketing acts or practices by telemarketers and sellers.

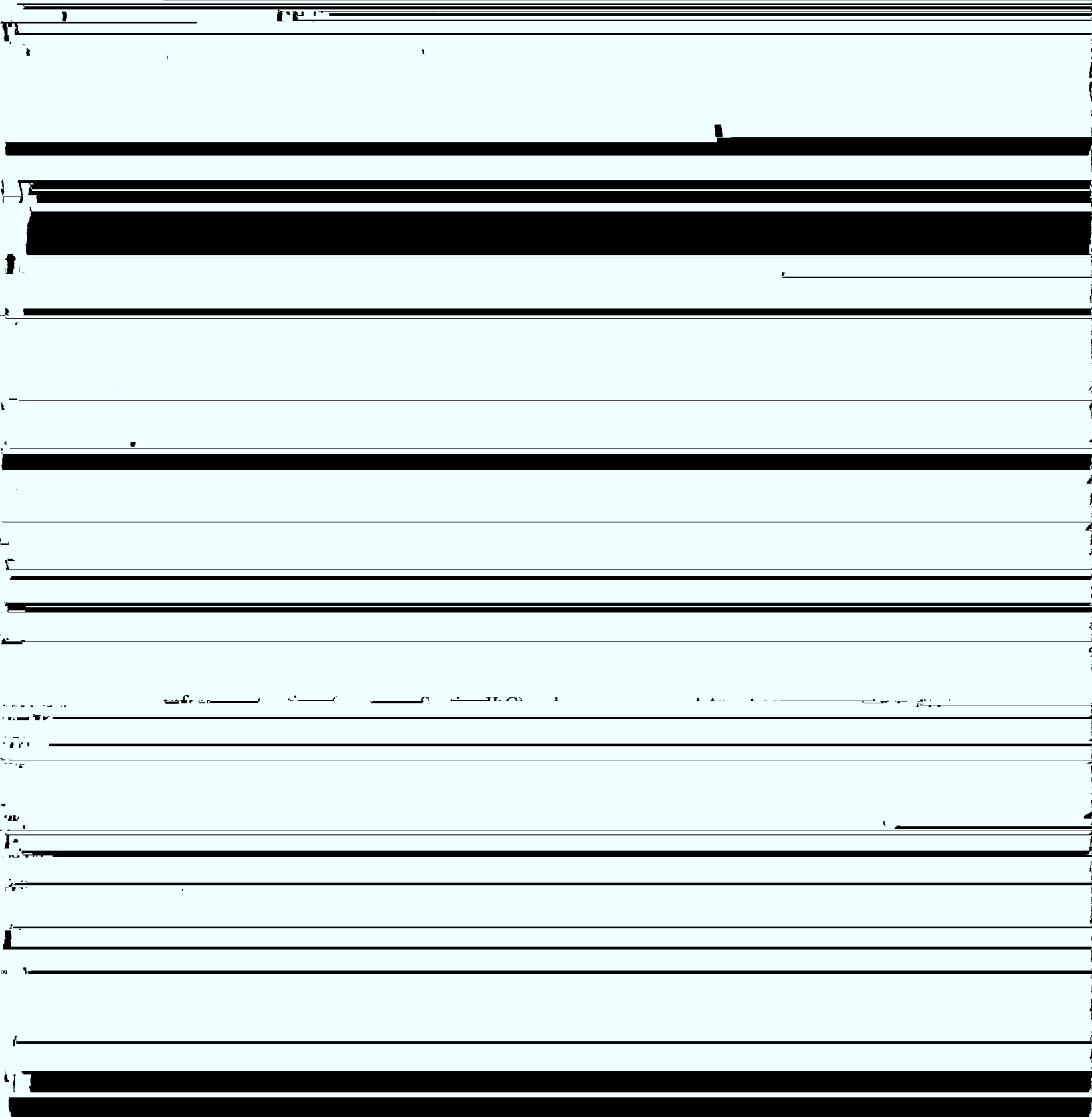
First, Defendants' false representations that they can reduce the interest rates on consumers' credit cards to between 0% and 6% regardless of the bank that issued the credit card and save consumers \$1,200 to \$4,000 in interest payments in one year violate Parts 310.3(a)(2)(iii) and 310.3(a)(2)(x) of the TSR, which prohibits Defendant from "[m]isrepresenting, directly or by implication, in the sale of goods or services . . . (iii) [a]ny material aspect of the performance, efficacy, nature, or central characteristics of goods or services that are the subject of a sales offer [and] (x) [a]ny material aspect of any debt relief service, including, but not limited to, the amount of money or the percentage of the debt amount that a customer may save by using such service [and] the amount of time necessary to achieve

the represented results" 16 C.F.R. § 310.3(a)(2)(iii) & (x).¹¹

In addition, Defendants' pervasive practice of collecting an up-front fee from the consumer before they have obtained lowered credit card interest rates on the consumer's credit cards (*see supra* Section II.B.3) violates Part 310.4(a)(5)(i) of the TSR, which prohibits

Freecom Commc'ns, 401 F.3d at 1206 ("The existence of a money-back guarantee is inadequate as a matter of law to preclude consumer redress in a § 5 action").

(S.D.N.Y. 2000). These requested prohibitions do no more than order that Defendants comply with the FTC Act and the TSR. Moreover, because Defendants have continued their unlawful business practices despite having notice that their activities are unlawful, the Court should



4. The TRO Should Grant Expedited Discovery and Immediate Access to Defendants' Business Records.

In order to locate assets wrongfully obtained from defrauded consumers, the TRO should

authorize the FTC to engage in expedited discovery and allow the FTC and the temporary receiver immediate access to Defendants' business premises and records. This relief is critical to the FTC's, the receiver's, and the Court's ability to understand fully: (A) the scope of Defendants' business operations, their financial status, the participants involved, and their roles

Vuitton et Fils, S.A., 606 F.2d 1, 4-5 (2d Cir. 1979). In cases involving pervasive fraud, “it [is] proper to enter the TRO without notice, for giving notice itself may defeat the very purpose for the TRO.” *Cenergy Corp. v. Bryson Oil & Gas P.L.C.*, 657 F. Supp. 867, 870 (D. Nev. 1987). Mindful of this problem, this Court has regularly granted the FTC’s request for *ex parte* TROs in Section 13(b) consumer fraud cases to preserve the possibility of full and effective final relief. *See supra* note 8.

As discussed above, Defendants’ business operations are permeated by, and reliant upon, unlawful practices. (*See supra* Section III.B.1) The FTC’s past experience has shown that defendants engaged in fraudulent schemes often dissipate assets and destroy records if they receive notice of an impending FTC enforcement action. (Bandy Certification, ¶¶ 18 - 20.) Such a risk is particularly high here given that Dana and Chris Miano already appear to have a long history of withdrawing large sums from Defendants’ corporate bank accounts for their own personal use (PX 2-2, ¶¶ 10 - 16) and the nature of Defendants’ scheme is permeated by fraud. Under these circumstances, there is a strong likelihood that Defendants would conceal or dissipate assets absent *ex parte* relief. As such, it is in the interest of justice to provide the requested *ex parte* relief to prevent the dissipation of assets or the destruction of evidence, which in turn will maintain the status quo and preserve this Court’s ability to award full and effective final relief.

IV. CONCLUSION

For the above stated reasons, the FTC respectfully requests that the Court grant its

Motion and issue a temporary restraining order that enjoins Defendants from continuing to

