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Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b) to obtain permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in viola(r)-1(act)4CT1 Td ( )8d (21)Tj F.b-5( o)-452(l)-2(l)

1 Florida, 2511 Deer Run E, Clearwater, Florida, and 10268 Royal Eagle Street, Highlands Ranch,  
2 Colorado. Sequoia One registered the websites budgetmetoday.com and  
3 paydayloanpreapprovalnow.com. Sequoia One transacts or has transacted business in this  
4 district and throughout the United States.

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6 7. Defendant Gen X Marketing Group, LLC (“Gen X”) is a Florida limited liability  
7 company with its principal place of business at 1426 Gulf to Bay Boulevard, Suite A and Suite  
8 B, Clearwater, Florida. Gen X has also used addresses at 101 E. Kennedy Boulevard, Suite  
9 1450, Tampa, Florida, 2519 McMullen Booth Road, Suite 510-121 and Suite 510-196,  
10 Clearwater, Florida, and 861 Christina Circle, Oldsmar, Florida. Gen X owns the fictitious  
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1 11. Defendant Paul T. McDonnell is a manager of Gen X and is an authorized signatory for  
2 many of its bank accounts. McDonnell also is listed as the registrant contact for  
3 paymeloads.com, directfundingservice.com, budgetmetoday.com, and  
4 paydayloanpreapprovalnow.com. At times material to this Complaint, acting alone or in concert  
5 with others, he formulated, directed, controlled, had the authority to control, or participated in  
6 the acts and practices set forth in this Complaint, including the Defendants' sale of consumer  
7 payday loan applications containing consumers' Social Security and financial account numbers,  
8 as well as other sensitive information, without the consumers' knowledge or consent, to third  
9 parties that used the information to commit fraud. In addition, McDonnell knew about the  
10 business practices set forth in this Complaint, was recklessly indifferent to them, or was aware of  
11 a high probability of the fraud and intentionally avoided the truth. In connection with the matters  
12 alleged herein, McDonnell transacts or has transacted business in this district and throughout the  
13 United States.

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16 12. Defendants Sequoia One and Gen X ("Corporate Defendants") operated as a common  
17 enterprise while engaging in the deceptive and unfair acts and practices and other violations of  
18 law alleged below. Defendants conducted the business practices described below through an  
19 interrelated network of companies that have common ownership, officers, managers, business  
20 functions, employees, and office locations, and that commingled funds. Because the Corporate  
21 Defendants operated as a common enterprise, each of them is jointly and severally liable for the  
22 acts and practices alleged below. Defendants Kotzker, T. Bartholomew, J. Bartholomew, and  
23 McDonnell formulated, directed, controlled, had the authority to control, or participated in the  
24 acts and practices of the Corporate Defendants that constituted the common enterprise.  
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1 24. Defendants provided Ideal Financial with financial account information for at least  
2 500,141 consumers. Using only the consumer information provided by Defendants, Ideal  
3 Financial debited at least \$7,135,993.23 from consumer bank accounts without authorization.

4 **Defendants Knew Or Had Reason To Believe That Ideal Financial Was Using Consumer**  
5 **Information To Engage In Unauthorized Charges**

6 25. Defendants knew that many consumers whose accounts were debited by Ideal Financial  
7 did not authorize those debits. For example, in May 2011, Defendant Kotzker was informed by  
8 an Ideal Financial executive that Ideal Financial was billing consumers through a “blind bump” –  
9 that is, billing consumers for a purported service that was hidden in website terms and  
10 conditions. As another example, in January 2013, in response to increased questions and  
11 scrutiny by banks, Ideal Financial explained to its payment pr 2(4)4( )JTJ 0 Tc 0 Tw -3 26  
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Dated: August 7, 2015

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