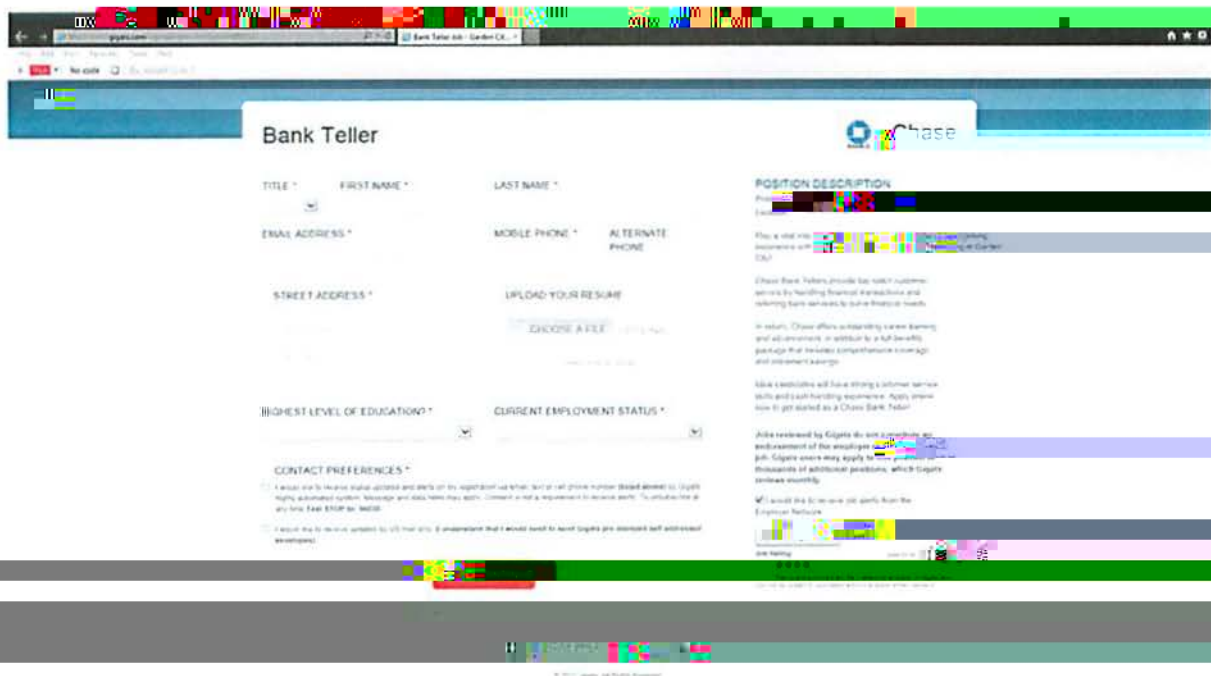


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a brief description of the advertised position, as well as a link to the job post on gigats.com. Defendants' listings contain internet links that direct consumers to gigats.com, not to the prospective employer's website.

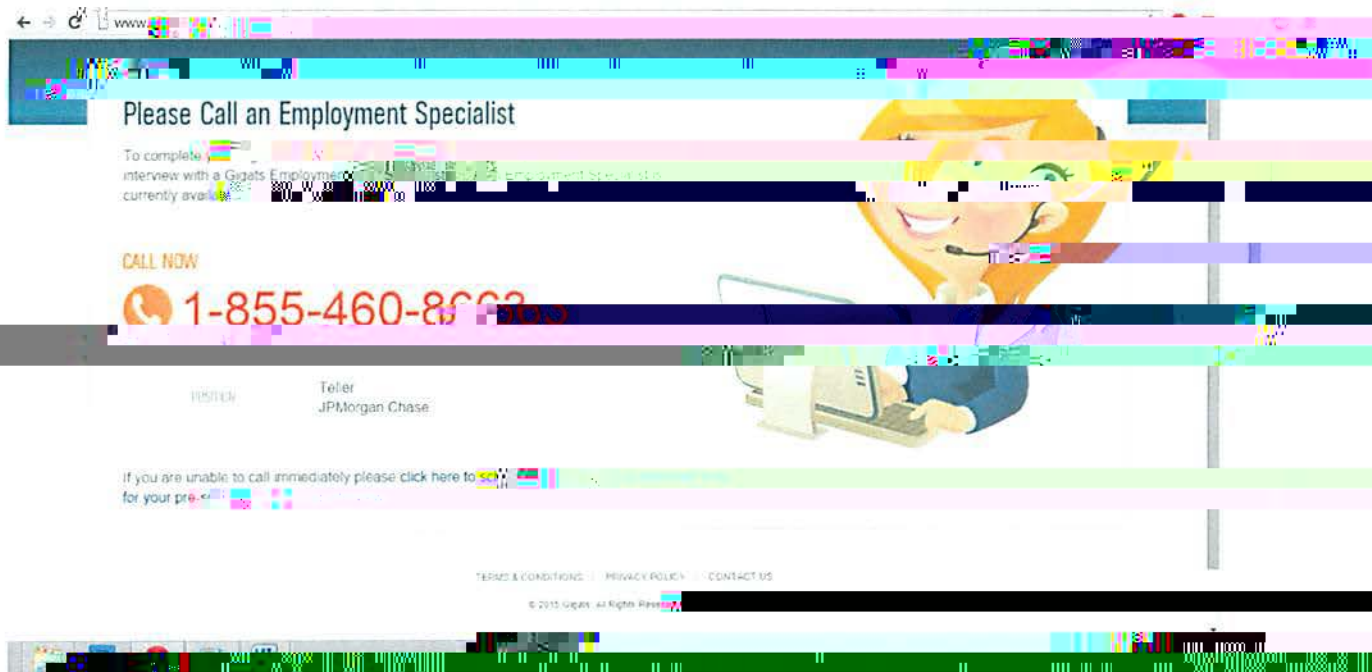
16. Defendants have crafted the job posts of their own, and the job posts are posted by, or at the direction of, the prospective employer. The following is an example of a job post on gigats.com:



17. The other job posts on gigats.com

are similar to the job post above. In the upper right hand corner is the name of the prospective employer, typically including that employer's real name.

18. The right-hand column contains a "Position Description" that includes the name and location of the purported



23. The consumer is directed to a registration page.

consumer believes he/she is able to register for the position. However, after registration and apply for the [advertised] position, you must first interview with a Gigats Employment Specialist (emphasis added). The consumer is then told to call a Gigats Employment Specialist at 1-855-460-8663.

24. If the consumer is unable to call the number at the moment,

the consumer is urged to schedule an alternative time. In the example above,

the consumer is directed to a page that says "Schedule an alternative time."

The consumer is then directed to a page that says "Schedule an alternative time" and "overs the phone."

typically includes using a short phone interview in order to whittle down the number of job

opportunities to a manageable number.

22 Defendant's Exhibits A-D

38. For example, the process alleged in Paragraphs 13-25 by which Defendants

consumers' applications, contact information, or even interest in a position to prospective



55. In truth and in fact, Defendants' employees are not independent advisors searching for the best educational option for consumers.

56. Therefore, Defendants' representation as set forth in Paragraph 54 of this



A. Award such relief as the Court may deem necessary to prevent the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective relief, including but not limited to, if preliminary injunctions;

B. Enter a permanent injunction to prevent Defendants;

C. Award such relief as the Court may deem necessary to redress injury resulting from the conduct of the Defendants, including but not limited to, rescission or reformation of contracts, restitution of monies paid, and the disgorgement of ill-gotten monies; and

D. Award Plaintiff the cost of this litigation, including but not limited to, reasonable attorney's fees and costs, as the Court may determine to be just and proper.

Dated: 4/26/2016

Respectfully Submitted,

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