

1 Relief Department;)
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3 CHRISTOPHER E. LYEL, an individual))
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5 BRADLEY K. HANSEN, an individual;)
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Defendants.)
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1 Practices Act, Minn. Stat. §§ 325D.43–.48; the Minnesota Prevention of Consumer
2 Fraud Act, Minn. Stat. §§ 325F.68–.694; Debt Settlement Services Act, Minn.
3 Stat. §§ 332B.02–.14; the Minnesota Retail Loan Act, Minn. Stat. §§ 56.0001–
4 .26; the Telemarketing Act, 15 U.S.C.

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1 Defendant EAC received from MBV customers to whom EAC had extended credit to
2 pay for MBV's services. Lyell participated in MBV's day-to-day business
3 operations. At all times material to this Complaint, acting alone or in concert with
4 others, Lyell formulated, directed, controlled, had the authority to control, or
5 participated in the acts and practices of MBV, including the acts and practices set
6 forth in this Complaint. Lyell resides in this District and, in connection with the
7 matters alleged herein, transacts or has transacted business in this District and
8 throughout the United States, including in Minnesota.

9 14. Defendant Bradley K. Hansen ("Hansen") was, at all times relevant to
10 this Complaint, a member of Defendant MBV, held himself out as MBV's Chief
11 Financial Officer and Vice President, and was responsible for MBV's payroll,
12 accounts receivable and human resources. Hansen was a signatory on MBV's
13 depository bank accounts and entered agreements on MBV's behalf as a "manager."
14 Hansen received consumer complaints against MBV, and was also alerted to
15 consumer complaints that Defendant EAC received from MBV customers to whom
16 EAC had extended credit to pay for MBV's services. Hansen also responded to
17 consumer complaints received by MBV from state attorneys general. Hansen
18 participated in MBV's day-to-day business operations. At all times material to this
19 Complaint, acting alone or in concert with others, Hansen formulated, directed,
20 controlled, had the authority to control, participated in the acts and practices of
21 MBV, including the acts and practices set forth in this Complaint. Hansen resides in
22 this District and, in connection with the matters alleged herein, transacts or has
23 transacted business in this District and throughout the United States, including in
24 Minnesota.

25 15. Defendant Equitable Acceptance Corporation ("EAC") is a Minnesota
26 corporation whose principal place of business is 1200 Ford Road, Minnetonka, MN,
27 55305. EAC transacts or has transacted business in this District and throughout the
28 United States, including in Minnesota. EAC has been continuously licensed under

1 balances, when, in fact, all or part of the quoted amounts would go toward paying
2 MBV's \$1,300–1,400 fee.

3 20. MBV advised consumers to take advantage of these loan forgiveness
4 programs to reduce their student loan debt, and also offered to act and did act as an
5 intermediary between consumers and the federal government and its representatives
6 for the same purpose by, among other things, completing and submitting certain
7 paperwork on consumers' behalf.

8 21. MBV engaged in a pattern and practice of deceptive telemarketing
9 resulting in injury to consumers as described further below.

10 22. MBV charged illegal advance fees for purported debt relief services.

11 23. Defendant EAC provided substantial assistance to MBV by extending
12 credit in the form of a high-interest loan to many of MBV's customers to pay for
13 MBV's services. EAC extended credit to MBV customers who met EAC's criteria
14 for creditworthiness, and EAC collected monthly payments from those customers.

15 24. While assisting MBV, EAC knew, or consciously avoided knowing, that
16 MBV was making the deceptive representations described in this Complaint. EAC
17 also knew, or consciously avoided knowing, that MBV was requesting and receiving
18 fees from its credit customers prior to the time that consumers had received the
19 promised debt relief service and had made at least one payment under a new payment
20 plan.

21 25. In extending loans to MBV customers, EAC failed to include essential
22 disclosures in the credit contracts that consumers signed, such as the amount
23 financed, the finance charge (the dollar amount that the credit was going to cost the
24 consumer), and the total of payments (the amount that consumers would have to pay
25 in total for MBV's service combined with the price of the credit).

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1 Background on Student Loan Repayment and Forgiveness Programs

2 26. Student loan debt is the second largest class of consumer debt; more than
3 42 million Americans collectively owe approximately \$1.5 trillion. The student loan
4 market shows elevated levels of distress relative to other types of consumer debt.

5 27. To address this mounting level of distressed debt, the U.S. Department
6 of Education (“ED”) and state government agencies administer a limited number of
7 student loan forgiveness and discharge programs. Most consumers, however, are not
8 eligible for these programs because of strict eligibility requirements. For example,
9 one program requires the consumer to demonstrate total and permanent disability;
10 another applies to consumers whose school closed while the consumer was still
11 enrolled. A third program, the Borrower Defense to Repayment (“BDR”), may
12 provide a loan discharge if the school, through an act or omission, violated state law
13 directly related to the borrower’s federal student loan or the educational services
14 for which the loan was provided.

15 28. Other forgiveness programs require working in certain professions for a
16 period of years. Teacher Loan Forgiveness applies to teachers who have worked full-
17 time for five years in a low-income elementary or secondary school or educational
18 service agency. Public Service Loan Forgiveness (“PSLF”) applies to employees of
19 governmental units or non-profit organizations who make timely monthly payments
20 for a period of ten years while employed in the public sector.

21 29. The federal government also offers potential loan forgiveness through
22 income-driven repayment (“IDR”) programs that enable borrowers to reduce their
23 monthly payments. IDR programs allow eligible borrowers to limit their monthly
24 payments based on a percentage of their discretionary monthly income. To remain in
25 an IDR program, borrowers must recertify their income and family size each year.
26 Obtaining forgiveness through IDR programs requires a minimum of 20 to 25 years
27 of qualifying payments.

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1 typically lasting 30 minutes to over an hour. Toward the beginning of the call, MBV
2 told consumers that it could provide the exact amount of the new reduced payment
3 and/or loan forgiveness the consumer was able to receive under federal law.

4 36. During the sales call, MBV quoted consumers a new reduced monthly
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1 49. EAC paid to MBV consumers' fees shortly after EAC received
2 consumers' electronically signed CreditPI

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1 cancel that they were outside of the 30-day cancellation period, and often directing
2 these consumers back to MBV. MBV often advised consumers who wanted to cancel
3 that they owed EAC and that MBV could not cancel that obligation.

4 53. Because EAC was paying the consumer's fee to MBV, EAC knew that
5 MBV was receiving its fee prior to completing the debt relief services for the
6 consumer, as well as any additional services that MBV agreed to provide. In light of
7 EAC's billing policy, EAC also knew, or consciously avoided knowing, that, when it
8 sent its first loan bill to consumers, it was billing consumers for MBV's fees before
9 the consumer had made at least one payment pursuant to a new payment plan from
10 ED and before MBV had fully performed its debt relief services and any additional
11 services that it agreed to provide.

12 Cash Payment

13 54. Throughout 2016, MBV also took payment by cash, or cash equivalent,
14 up front from consumers who did not enroll in a Credit Plan with EAC.

15 55. Under this "cash" model, MBV typically imposed upon and charged
16 consumers an initial fee of as much as \$499, which MBV required consumers to pay
17 in two to four installments. MBV required at least some portion of this fee be paid
18 before it started work on the consumer's application, and MBV repeatedly collected
19 this upfront fee. MBV then collected the remainder of its fee through monthly

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1 70. Pursuant to the terms of the Credit Plan, the credit was extended for the
2 purchase of a single product, MBV's service.

3 71. The Credit Plan also required monthly payments of equal amounts.

4 72. EAC did not reasonably contemplate repeat transactions under the
5 purported "revolving" Credit Plan. No MBV customer has ever made any
6 additional purchases using EAC's Credit Plan. And MBV itself—the only seller
7 from which consumers were authorized to make purchases under the Credit Plan—
8 did not contemplate that consumers would make future purchases from MBV under
9 the Credit Plan. Neither MBV nor EAC advertised, marketed, or sold any other
10 goods or services that could be purchased under the Credit Plan.

11 73. In its communications with customers, EAC referred to the credit
12 provided under the Credit Plan as "loans."

13 74. And the amount of credit that was av
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1 conduct, they did so only after they were contacted by the State of Minnesota and
2 were informed of the State of Minnesota's investigation.

3 THE FTC ACT

4 77. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or
5 deceptive acts or practices in affecting commerce."

6 78. Misrepresentations or deceptive omissions of material fact constitute
7 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

8 VIOLATIONS OF THE FTC ACT

9 COUNT I

10 Deceptive Student Loan Debt Relief Representation

11 (By Plaintiff FTC against MBV Defendants)

12 79. In numerous instances in connection with the advertising, marketing,
13 promotion, offering for sale, or sale of student loan debt relief services, MBV
14 Defendants have represented, directly or indirectly, expressly or by implication, that:

- 15 a. consumers had qualified for, were approved to receive, loan
- 16 forgiveness or other programs that would permanently lower or
- 17 eliminate their loan payments or balances; and
- 18 b. consumers' monthly payments Defendants would be applied
- 19 toward consumers' student loans.

20 80. In truth and in fact, in numerous instances in which MBV Defendants
21 made the representations set forth in Paragraph 79 of this Complaint, such
22 representations were false or not substantiated at the time MBV Defendants made
23 them.

24 81. Therefore, MBV Defendant representations set forth in Paragraph 79
25 of this Complaint are false or misleading and constitute deceptive acts or practices in
26 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

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settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer; and
b. the customer has made at least

1 95. EAC’s acts or practices, as described in Paragraph 94 of this Complaint,
2 are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. §
3 310.3(b).

4 **TILA AND REGULATION Z**

5 96. The purpose of the Truth in Lending Act is to “assure a meaningful
6 disclosure of credit terms so that the consumer will be able to compare more readily
7 the various credit terms available to him and avoid the uninformed use of credit, and
8 to protect the consumer against inaccurate and unfair credit billing and credit card
9 practices.” 15 U.S.C. § 1601(a).

10 97. Under TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation
11 Z, 12 C.F.R. § 1026, creditors who extend “closed-end credit,” as defined in 12
12 C.F.R. § 1026.2(a)(10), must comply with the applicable disclosure provisions of
13 TILA and Regulation Z, including but not limited to, Sections 1026.17 and 1026.18
14 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

15 98. “Creditor” means a person who regularly extends consumer credit that is
16 subject to a finance charge or is payable by written agreement in more than four
17 installments (not including a down payment), and to whom the obligation is initially
18 payable, either on the face of the note or contract, or by agreement when there is no
19 contract. 12 C.F.R. §§ 1026.2 (a)(17). EAC is a creditor under TILA and Regulation
20 Z because it extends consumer credit subject to a finance charge and the obligation is
21 initially payable to EAC.

22 99. “Closed-end credit” means consumer credit other than open-end credit,
23 and “[o]pen-end credit” is defined as “consumer credit extended by a creditor under a
24 plan in which: (i) the creditor reasonably contemplates repeated transactions; (ii) the
25 creditor may impose a finance charge from time to time on an outstanding unpaid
26 balance; and (iii) the amount of credit that may be extended to the consumer during
27 the term of the plan (up to any limit set by the creditor) is generally made available to
28 the extent that any outstanding balance is repaid.” 12 C.F.R. §§ 1026.2(a)(10) and

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- b. the amount financed (“using that term and a brief description such as ‘the amount of credit provided to you on your behalf’”);
- c. the finance charge (“using that term, and a brief description such as ‘the dollar amount the credit will cost you’”);
- d. the annual percentage rate (“using that term, and a brief description such as ‘the cost of your credit as a yearly rate’”);
- e. the payment schedule (“the number, amounts and timing of payments scheduled to repay the obligation”); and
- f. the total of payments (“using that term, and a descriptive explanation . . . such as ‘the total price of your purchase on credit’”).

103. Therefore, EAC’s practices set forth in Paragraph 102 of this Complaint violate Sections 121 and 128 of TILA, 15 U.S.C. §§ 1631 and 1638, and Sections 1026.17 and 1026.18 of Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18.

VIOLATIONS OF MINNESOTA STATE LAW

COUNT VI

CONSUMER FRAUD

(By Plaintiff State of Minnesota against MBV, Lyell, and Hansen)

104. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

105. Minnesota Statutes section 325F.69, subdivision 1 reads:

The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

106. The term “merchandise” within the meaning of Minnesota Statutes section 325F.69 includes goods and services. *See* Minn. Stat. § 325F.68, subd. 2.

107. MBV has repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by engaging in the deceptive practices described in this Complaint,

1 with the intent that others rely thereon in connection with the sale of its services,
2 including by making false, deceptive, and/or unsubstantiated representations to
3 Minnesota residents regarding, among other things, that:

4 a. consumers have qualified for, or are approved to receive, loan
5 forgiveness or other programs that will permanently lower or
6 eliminate their loan payments or balances; and

7 b. consumers' monthly payments to Defendants will be applied toward
8 consumers' student loans.

9 108. Lyell is individually liable for violating section 325F.69 based on the
10 unlawful conduct described in this Complaint because he had authority to control and
11 participated in MBV's business affairs, had authority to control and acquiesced to the
12 unlawful conduct, and/or personally participated in the unlawful conduct.

13 109. Hansen is individually liable for violating section 325F.69 based on the
14 unlawful conduct described in this Complaint because he had authority to control and
15 participated in MBV's business affairs, had authority to control and acquiesced to the
16 unlawful conduct, and/or personally participated in the unlawful conduct.

17 110. Due to the false and deceptive conduct described in this Complaint,
18 Minnesota residents have purchased services from MBV that they otherwise would
19 not have purchased, thereby causing harm to these persons and enriching MBV.

20 111. MBV Defendants' conduct, practices, and actions described in this
21 Complaint constitute multiple, separate violations of Minnesota Statutes section
22 325F.69.

23 **COUNT VII**

24 **DECEPTIVE TRADE PRACTICES**

25 **(By Plaintiff State of Minnesota against MBV, Lyell, and Hansen)**

26 112. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

27 113. Minnesota Statutes section 325D.44, subdivision 1 provides, in part that:
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1 A person engages in a deceptive trade practice when, in the
2 course of business, vocation, or occupation, the person:

3 (13) engages in any other conduct which similarly creates a
4 likelihood of confusion or misunderstanding.

5 114. MBV has repeatedly violated Minnesota Statutes section 325D.44,
6 subdivision 1, by engaging in deceptive conduct that caused a likelihood of confusion
7 or of misunderstanding among consumers in connection with its sales of student loan
8 debt relief services. Those practices include, but are not limited to, the following
9 false, deceptive, and/or unsubstantiated representations to consumers in connection
10 with the promotion or sale of MBV's services:

- 11 a. consumers have qualified for, or are approved to receive, loan
12 forgiveness or other programs that will permanently lower or
13 eliminate their loan payments or balances; and
14 b. consumers' monthly payments to Defendants will be applied toward
15 consumers' student loans.

16 115. Lyell is individually liable for violating section 325D.44 based on the
17 unlawful conduct described in this Complaint because he had authority to control and
18 participated in MBV's business affairs, had authority to control and acquiesced to the
19 unlawful conduct, and/or personally participated in the unlawful conduct.

20 116. Hansen is individually liable for violating section 325D.44 based on the
21 unlawful conduct described in this Complaint because he had authority to control and
22 participated in MBV's business affairs, had authority to control and acquiesced to the
23 unlawful conduct, and/or personally participated in the unlawful conduct.

24 117. Due to the false and deceptive conduct described in this Complaint,
25 Minnesota residents purchased MBV services that they otherwise would not have
26 purchased, thereby causing harm to these persons and enriching MBV.
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1 118. MBV’s conduct, practices, and actions described in this Complaint
2 constitute multiple, separate violations of Minnesota Statutes section 325D.44.

3 **COUNT VIII**

4 **VIOLATIONS OF THE DEBT SETTLEMENT SERVICES ACT**

5 **(Plaintiff State of Minnesota against MBV)**

6 119. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

7 120. Minnesota Statutes section 332B.03 provides, in part, as follows:

8 it is unlawful for any person, whether or not located in this state, to
9 operate as a debt settlement services provider or provide debt settlement
10 services including, but not limited to, offering, advertising, or executing
11 or causing to be executed any debt settlement services or debt settlement
12 services agreement, except as authorized by law, without first becoming
registered as provided in this chapter.

13 121. Minnesota Statutes section 332B.09, subdivision 3, provides, in part, as
14 follows:

15 A debt settlement services provider may not impose or collect any
16 payment pursuant to a debt settlement services agreement before the
17 debt settlement service provider has fully performed all of the following:

- 18 (1) the debt settlement services contained in the agreement; and
19 (2) any additional services the debt settlement services provider has
20 agreed to perform. . . .

21 122. Minnesota Statutes section 332B.02, subdivision 10, defines “debt
22 settlement services,” in part, as:

23 offering to provide advice, or offering to act or acting as an intermediary
24 between a debtor and one or more of the debtor’s creditors, where the
25 primary purpose of the advice or action is to obtain a settlement for less
26 than the full amount of debt, whether in principal, interest, fees, or other
27 charges, incurred primarily for personal, family, or household purposes
28 including, but not limited to, offering debt negotiation, debt reduction, or
debt relief services[.]

1 123. Minnesota Statutes section 332B.02, subdivision 11, defines “debt
2 settlement services agreement” as:

3 the written contract between the debt settlement services provider and
4 the debtor.

5 124. Minnesota Statutes section 332B.02, subdivision 13, defines a “debt
6 settlement services provider,” in part, as:

7 any person offering or providing debt settlement services to a debtor
8 domiciled in this state, regardless of whether or not a fee is charged for
9 the services and regardless of whether the person maintains a physical
10 presence in the state. The term includes any person to whom debt
settlement services are delegated.

11 125. Minnesota Statutes section 332B.13 provides that a violation of the Debt
12 Settlement Services Act is an unfair and deceptive practice under Minnesota Statutes
13 section 8.31, and that the Attorney General may enforce the act under section 8.31.

14 126. MBV is a debt settlement services provider because it provided debt
15 settlement services by (a) offering to act and actually acting as an intermediary
16 between Minnesota debtors and the U.S. Department of Education, where the primary
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- 1 a. Operating as a debt settlement services provider or a provider debt
2 settlement services without first becoming registered with the
3 Minnesota Commissioner of Commerce, in violation of Minnesota
4 Statutes section 332B.03, including by offering to and actually
5 advising Minnesota debtors on how to settle their student loan debt
6 for less than the full amount of the debt, and separately, by offering to
7 and actually acting as an intermediary between Minnesota debtors
8 and their creditor;
- 9 b. Imposing and/or collecting payment pursuant to debt settlement
10 services agreements entered into with Minnesota debtors before fully
11 performing all of the debt settlement services contained in the
12 agreements and any additional services that MBV agreed to perform,
13 in violation of Minnesota Statutes section 332B.09, subdivision 3.

14 129. Due to MBV's violations of the Debt Settlement Services Act,
15 Minnesota debtors had unlawful advance payment obligations imposed upon them
16 and also made unlawful advance payments prior to MBV fully performing the debt
17 settlement services and any additional services it had agreed to perform, thereby
18 causing harm to these debtors and enriching MBV.

19 130. MBV's conduct, practices, and actions described in this Complaint
20 constitute multiple, separate violations of the Debt Settlement Services Act.

21 **COUNT IX**

22 **FAILURE TO MAKE REQUIRED LOAN DISCLOSURES**

23 **(Plaintiff State of Minnesota against Defendant EAC)**

24 131. The State of Minnesota re-alleges all prior paragraphs of this Complaint.

25 132. Minnesota Statutes section 56.01(a) provides as follows:

26 Except as authorized by this chapter and without first obtaining a license
27 from the commissioner, no person shall engage in the business of
28 making loans of money, credit, goods, or things in action, in an amount
or of a value not exceeding that specified in section 56.131, subdivision

1 1, and charge, contract for, or receive on the loan a greater rate of
2 interest, discount, or consideration than the lender would be permitted by
3 law to charge if not a licensee under this chapter.

4 133. Minnesota Statutes section 56.14(1) provides as follows:

5 Every licensee shall . . . deliver to the borrower (or if there are two or
6 more borrowers to one of them) at the time any loan is made a statement
7 making the disclosures and furnishing the information required by the
8 federal Truth-in-Lending Act, United States Code, title 15, sections 1601
9 to 1667e, as amended from time to time, with respect to the contract of
10 loan. A copy of the loan contract may be delivered in lieu of a statement
11 if it discloses the required information[.]

12 134. EAC became licensed under Minnesota Statutes section 56.01(a) in May
13 2016 and has continuously and without interruption been a licensee under chapter 56
14 since this time.

15 135. EAC made loans to Minnesota borrowers as a licensee under chapter 56.
16 As such, EAC was required to provide to Minnesota borrowers the disclosures
17 required by TILA pursuant to Minnesota Statutes section 56.14(1).

18 136. TILA requires creditors of closed-end consumer credit transactions to
19 clearly and conspicuously disclose in writing, among other things, the following
20 about the loan: the identity of the creditor making the disclosures; the “amount
21 financed” (using that term); the “finance charge” (using that term); the “total of
22 payments” (the sum of the amount financed and the finance charge); and the payment
23 schedule (number, amount, and due dates or period of payments scheduled to repay
24 the total of payments). *See* 15 U.S.C. § 1638. Accordingly, Minnesota Statutes
25 section 56.14(1) separately requires EAC to disclose this information to its Minnesota
26 borrowers pursuant to the statute’s terms.

27 137. EAC has repeatedly violated Minnesota Statutes section 56.14(1) by
28 failing to clearly and conspicuously disclose in writing, among other things, the
identity of the creditor making the disclosures, the amount financed, the finance
charge, the payment schedule, and the total of payments as described in Paragraph 25.

1 138. EAC's conduct, practices, and actions described in this Complaint
2 constitute multiple, separate violations of Minnesota Statutes section 56.14(1).

3 **CONSUMER INJURY**

4 139. Consumers throughout the United States, including those in the state of
5 Minnesota, have suffered and will continue to suffer substantial injury as a result of
6 MBV Defendants' violations of the FTC Act, the MN DTPA, the MN CFA, the MN
7 DSSA, and the TSR, and EAC's violations of the TSR, the MN RLA, and TILA. In
8 addition, MBV Defendants and EAC have been unjustly enriched as a result of their
9 unlawful acts or practices. Absent injunctive relief by this Court, MBV Defendants
10 and EAC are likely to continue to injure consumers, reap unjust enrichment, and
11 harm the public interest.

12 **THE COURT'S POWER TO GRANT RELIEF**

13 140. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to
14 grant injunctive and such other relief as the Court may deem appropriate to halt and
15 redress violations of any provision of law enforced by the FTC. The Court, in the
16 exercise of its equitable jurisdiction, may award ancillary relief, including rescission

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1 authorize this Court to grant such relief as the Court finds necessary to redress injury
2 to consumers resulting from violations of these statutes, including injunctive relief,
3 rescission or reformation of contracts, restitution, the refund of monies paid, and the
4 disgorgement of ill-gotten monies.

5 **PRAYER FOR RELIEF**

6 Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act,
7 15 U.S.C. §§ 53(b) and 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. §
8 6105(b), and the Court's own equitable powers, and Plaintiff State of Minnesota,
9 pursuant to Minnesota Statutes sections 8.31, 325D.45, 325F.70, and 332B.13, and as
10 authorized by the Court's own equitable powers, request that the Court:

- 11 A. Award Plaintiffs such preliminary injunctive and ancillary relief as may
12 be necessary to avert the likelihood of consumer injury during the
13 pendency of this action and to preserve the possibility of effective final
14 relief, including a temporary and preliminary injunction, asset freeze,
15 appointment of a receiver, an evidence preservation order, and expedited
16 discovery;
- 17 B. Enter a permanent injunction to prevent future violations of the FTC
18 Act, the TSR, TILA and its implementing Regulation Z, the MN DTPA,
19 the MN CFA, the MN DSSA, and the MN RLA by Defendants;
- 20 C. Award such relief as the Court finds necessary to redress injury to
21 consumers resulting from Defendants' violations of the FTC Act, the
22 TSR, TILA and its implementing Regulation Z, the MN DTPA, the MN
23 CFA, the MN DSSA, and the MN RLA, including rescission or
24 reformation of contracts, restitution, the refund of monies paid, and the
25 disgorgement of ill-gotten monies;
- 26 D. Award Plaintiff FTC the cost of bringing this action; and
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