

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

limited liability company

FIRSTUNITED MUTUAL LLC, a Florida
limited liability company

PREMIER UNION TRUST LLC, also dba
SECOND CHOICE HORIZON, a Florida limited
liability company,

SOUTH PREMIERTRUST LLC, a Florida
limited liability company,

SUNCOAST MUTUAL LLC, a Florida limited
liability company,

UNITED CHOICE PLUS LLC, a Florida limited
liability company,

SOUTHERN CHOICE LLC, a Florida limited
liability company,

SOUTHERN PRIDE LLC, a Florida limited
liability company,

SUN PREMIER LLC, a Florida limited liability
company,

FINANCIAL SERVICE TRUST LLC, a Florida
limited liability company,



Premier Union Trust LLC, South Premier Trust LLC, Suncoast Mutual LLC, United Choice

1337(a), and 1345.

10. Venue is proper in this district under 28 U.S.C. § 1391(b) (2) and 15 U.S.C. § 53(b).

PLAINTIFF

11. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C. §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated and enforces the 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing acts or practices affecting commerce

12. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and TSR and to secure such relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, the disgorgement of ill-gotten monies, and other relief. 15 U.S.C. §§ 53(b), 56(a)(2)(A)(B), 57b, 6102(c), and 6105(b).

DEFENDANTS

13. Defendant First Choice Horizon LLC is a Florida limited liability company with its principal place of business at 3929 Pemberly Pines Circle, Saint Cloud, Florida 34769. First Choice Horizon transacts or has transacted business in this district and throughout the United States.

14. Defendant First Southern Trust LLC is a Florida limited liability company with its principal place of business at 8529 South Park Circle, Orlando, Florida 32819. First

its principal place of business at 121 S. Orange Avenue, Orlando, FL 32801. Southern Choice transacts or has transacted business in this district and throughout the United States.

21. Defendant Southern Pride LLC is a Florida limited liability company with its principal place of business at 3929 Pemberly Pines Circle, Saint Cloud, FL 34770. Southern Pride transacts or has transacted business in this district and throughout the United States.¹

22. Defendant Sun Premier LLC is a Florida limited liability company with its principal place of business at 933 Lee Road, Orlando, FL 32810. Sun Premier transacts or has transacted business in this district and throughout the United States.

23. Defendant Financial Service Trust LLC is a Florida limited liability company with its principal place of business at 1400 West Oak Street G, Kissimmee, FL 34741. Financial Service Trust transacts or has transacted business in this district and throughout the United States.

24. Defendant Raymond Gonzalez is a member, manager, or owner of First Choice Horizon LLC. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Raymond Gonzalez resides in this district and, in connection with the matters set forth herein, transacts or has transacted business in this district and throughout the United States.

25. Defendant Carlos Guerrero is or has been an officer, member, manager, or owner of the Corporate Defendants First Choice Horizon LLC and First United Mutual LLC.

¹ According to the Florida Secretary of State, Southern Pride filed for voluntary dissolution on April 17, 2019.

and transfer their credit card balances to the promotional rate cards obtained for consumers by Defendants rarely, if ever, save thousands of dollars on their credit card debt.

48. Defendant's claim that they will obtain permanent zero percent credit card interest rates for consumers is false and deceptive.

49. Defendant's claim that by using their services, consumers will save thousands of dollars on their credit card debt is false and deceptive.

Post Solicitation Deceptive and Unfair Practices

50. A

VIOLATIONS OF THE FEDERAL TRADE COMMISSION ACT

61.

marketing, promotion, offering for sale, or sale of Defendants' service, Defendants have represented, directly or indirectly, expressly or by implication, that:

- A. Consumers have ordered Defendants' service; and
- B. Consumers owe money to Defendants for Defendants' service.

71. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 70 of this Complaint:

- A. Consumers have not ordered Defendants' service; and
- B. Consumers do not owe money to Defendants for Defendants' service.

72. Therefore, Defendants' representations set forth in Paragraph 70 of this Complaint are false and misleading and constitute deceptive and unfair practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT FOUR

Unauthorized Consumer Credit Card Applications in Violation of Sections 5(a) and (n)

73. In numerous instances, since at least May 2016, Defendants have applied for one or more credit cards for consumers without the consumers' knowledge, authorization, or express informed consent.

74. Defendants' actions cause or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing benefits to consumers or competition.

75. Defendants' practices set forth in Paragraph 73 of this Complaint constitute unfair practices in violation of Sections 5(a) and (n) of the FTC Act, 15 U.S.C. § 45(a) and (n).

deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101-6108. The FTC adopted the original TSR in 1995, and extensively amended it in 2003 and 2010. The 2010 amendments to the TSR address telemarketing of debt relief services. 16 C.F.R. Part 310.

77. Defendants are “seller[s]” or “telemarketer[s]” engaged in telemarketing as defined by the TSR, 16 C.F.R. § 310.2(dd), (ff), and (gg). For purposes of the TSR, a “seller” is any person who, in connection with the sale of a product or service, directly or indirectly, through one or more intermediaries, or through a contract, arrangement, or understanding with one or more other persons, solicits an order for, or causes to be placed, an order for, the product or service through interstate telemarketing. 16 C.F.R. § 310.2(d)(4)(n)-20(e)-6(n)(m)-6(f)(g)(h)(i)(j)(k)(l)(m)(n)(o)(p)(q)(r)(s)(t)(u)(v)(w)(x)(y)(z)(aa)(ab)(ac)(ad)(ae)(af)(ag)(ah)(ai)(aj)(ak)(al)(am)(an)(ao)(ap)(aq)(ar)(as)(at)(au)(av)(aw)(ax)(ay)(az)(ba)(bb)(bc)(bd)(be)(bf)(bg)(bh)(bi)(bj)(bk)(bl)(bm)(bn)(bo)(bp)(bq)(br)(bs)(bt)(bu)(bv)(bw)(bx)(by)(bz)(ca)(cb)(cc)(cd)(ce)(cf)(cg)(ch)(ci)(cj)(ck)(cl)(cm)(cn)(co)(cp)(cq)(cr)(cs)(ct)(cu)(cv)(cw)(cx)(cy)(cz)(da)(db)(dc)(dd)(de)(df)(dg)(dh)(di)(dj)(dk)(dl)(dm)(dn)(do)(dp)(dq)(dr)(ds)(dt)(du)(dv)(dw)(dx)(dy)(dz)(ea)(eb)(ec)(ed)(ee)(ef)(eg)(eh)(ei)(ej)(ek)(el)(em)(en)(eo)(ep)(eq)(er)(es)(et)(eu)(ev)(ew)(ex)(ey)(ez)(fa)(fb)(fc)(fd)(fe)(ff)(fg)(fh)(fi)(fj)(fk)(fl)(fm)(fn)(fo)(fp)(fq)(fr)(fs)(ft)(fu)(fv)(fw)(fx)(fy)(fz)(ga)(gb)(gc)(gd)(ge)(gf)(gg)(gh)(gi)(gj)(gk)(gl)(gm)(gn)(go)(gp)(gq)(gr)(gs)(gt)(gu)(gv)(gw)(gx)(gy)(gz)(ha)(hb)(hc)(hd)(he)(hf)(hg)(hh)(hi)(hj)(hk)(hl)(hm)(hn)(ho)(hp)(hq)(hr)(hs)(ht)(hu)(hv)(hw)(hx)(hy)(hz)(ia)(ib)(ic)(id)(ie)(if)(ig)(ih)(ii)(ij)(ik)(il)(im)(in)(io)(ip)(iq)(ir)(is)(it)(iu)(iv)(iw)(ix)(iy)(iz)(ja)(jb)(jc)(jd)(je)(jf)(jg)(jh)(ji)(jj)(jk)(jl)(jm)(jn)(jo)(jp)(jq)(jr)(js)(jt)(ju)(jv)(jw)(jx)(jy)(jz)(ka)(kb)(kc)(kd)(ke)(kf)(kg)(kh)(ki)(kj)(kk)(kl)(km)(kn)(ko)(kp)(kq)(kr)(ks)(kt)(ku)(kv)(kw)(kx)(ky)(kz)(la)(lb)(lc)(ld)(le)(lf)(lg)(lh)(li)(lj)(lk)(ll)(lm)(ln)(lo)(lp)(lq)(lr)(ls)(lt)(lu)(lv)(lw)(lx)(ly)(lz)(ma)(mb)(mc)(md)(me)(mf)(mg)(mh)(mi)(mj)(mk)(ml)(mm)(mn)(mo)(mp)(mq)(mr)(ms)(mt)(mu)(mv)(mw)(mx)(my)(mz)(na)(nb)(nc)(nd)(ne)(nf)(ng)(nh)(ni)(nj)(nk)(nl)(nm)(no)(np)(nq)(nr)(ns)(nt)(nu)(nv)(nw)(nx)(ny)(nz)(oa)(ob)(oc)(od)(oe)(of)(og)(oh)(oi)(oj)(ok)(ol)(om)(on)(oo)(op)(oq)(or)(os)(ot)(ou)(ov)(ow)(ox)(oy)(oz)(pa)(pb)(pc)(pd)(pe)(pf)(pg)(ph)(pi)(pj)(pk)(pl)(pm)(pn)(po)(pp)(pq)(pr)(ps)(pt)(pu)(pv)(pw)(px)(py)(pz)(qa)(qb)(qc)(qd)(qe)(qf)(qg)(qh)(qi)(qj)(qk)(ql)(qm)(qn)(qo)(qp)(qq)(qr)(qs)(qt)(qu)(qv)(qw)(qx)(qy)(qz)(ra)(rb)(rc)(rd)(re)(rf)(rg)(rh)(ri)(rj)(rk)(rl)(rm)(rn)(ro)(rp)(rq)(rr)(rs)(rt)(ru)(rv)(rw)(rx)(ry)(rz)(sa)(sb)(sc)(sd)(se)(sf)(sg)(sh)(si)(sj)(sk)(sl)(sm)(sn)(so)(sp)(sq)(sr)(ss)(st)(su)(sv)(sw)(sx)(sy)(sz)(ta)(tb)(tc)(td)(te)(tf)(tg)(th)(ti)(tj)(tk)(tl)(tm)(tn)(to)(tp)(tq)(tr)(ts)(tt)(tu)(tv)(tw)(tx)(ty)(tz)(ua)(ub)(uc)(ud)(ue)(uf)(ug)(uh)(ui)(uj)(uk)(ul)(um)(un)(uo)(up)(uq)(ur)(us)(ut)(uu)(uv)(uw)(ux)(uy)(uz)(va)(vb)(vc)(vd)(ve)(vf)(vg)(vh)(vi)(vj)(vk)(vl)(vm)(vn)(vo)(vp)(vq)(vr)(vs)(vt)(vu)(vv)(vw)(vx)(vy)(vz)(wa)(wb)(wc)(wd)(we)(wf)(wg)(wh)(wi)(wj)(wk)(wl)(wm)(wn)(wo)(wp)(wq)(wr)(ws)(wt)(wu)(wv)(ww)(wx)(wy)(wz)(xa)(xb)(xc)(xd)(xe)(xf)(xg)(xh)(xi)(xj)(xk)(xl)(xm)(xn)(xo)(xp)(xq)(xr)(xs)(xt)(xu)(xv)(xw)(xx)(xy)(xz)(ya)(yb)(yc)(yd)(ye)(yf)(yg)(yh)(yi)(yj)(yk)(yl)(ym)(yn)(yo)(yp)(yq)(yr)(ys)(yt)(yu)(yv)(yw)(yx)(yy)(yz)(za)(zb)(zc)(zd)(ze)(zf)(zg)(zh)(zi)(zj)(zk)(zl)(zm)(zn)(zo)(zp)(zq)(zr)(zs)(zt)(zu)(zv)(zw)(zx)(zy)(zz)

- (B) The number of debits, charges, or payments (if more than one
- (C) The date(s) the debit(s), charge(s), or payment(s) will be submitted for payment;
- (D) The amount(s) of the debit(s), charge(s), or payment(s);
- (E) The customer's name;
- (F) The customer's billing information, identified with sufficient specificity su(n)2 (age 1(20IBoi)1(20IBoi)1(2cT)4 Boi)1(2cT)4r2cTbrdm(-2 (t)-2 2

services offered or sold through telemarketing. 16 C.F.R. § 310.4(a)(9). A remotely created payment order incl

COUNT TEN

resulting from Defendants' violations of the FTA and the TSR including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, and

- D. Award Plaintiff the costs of bringing this action, as well as such other additional relief as the Court may determine to be just and proper.

Dated: July 16, 2019

Respectfully submitted,

ALDEN F. ABBOTT
General Counsel

CERTIFICATE OF SERVICE

I hereby
