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## I. INTRODUCTION

The Federal Trade Commission (“FTC”)<sup>1</sup> asks the Court to immediately halt an ongoing credit-card debt relief scam that has defrauded thousands of consumers throughout the United States.<sup>2</sup> Defendants bombard consumers with illegal robocalls, and then pitch a service that Defendants falsely promise will result in a permanent and substantial reduction in consumers’ interest rates, and save consumers thousands of dollars in interest payments (“rate-reduction services”). Defendants collect an illegal up-front fee that generally ranges from \$500 to \$5,000, but rarely, if ever, deliver the promised results.

This scheme is a copycat and direct outgrowth of another case filed in this Court: *FTC v. Life Management Services of Orange County, LLC*, No. 6:16-cv-982-Orl-41TBS

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bit 1 and cited with the abbreviation

<sup>2</sup> Between June 1, 2016 and June 30, 2017, Defendants sold bogus credit-card interest-rate reduction services to more than 1,500 individuals for more than \$2.1 million. PX 34 ¶ 10 (Decl. of FTC Forensic Accountant Emil George). The total harm is likely significantly higher, as the scheme is ongoing. Just two weeks ago, on November 16, 2017, the Orlando version of craigslist.org contained a job posting seeking to fill an “Entry Level Position.” PX 44. The posting asks interested parties to call “Melissa,” and Defendant Brandun Anderson has testified that Defendant Melissa Deese is responsible for posting advertisements on Craigslist. Brandun Anderson Dep. at 146:10-15 (Nov. 16, 2016). FTC Investigator Tyndall has also deduced that the intersection depicted in a map within the posting includes Corporate Defendant Higher Goals Marketing LLC’s principal place of business. PX 68 ¶ 25 (Decl. of FTC Investigator Reeve Tyndall).

<sup>3</sup> PX 28 (Complaint, *FTC v. Life Management Services of Orange County*); see also *id.* at 3-7 (Summary of the Case). The Life Management Defendants also sold fraudulent debt-elimination services.





Anderson lacked experience in telemarketing fraudulent debt relief services,<sup>13</sup> Higher Goals Marketing quickly brought in three of Norris's former colleagues from Life Management Defendants' scam Defendants Brownell, Deese, and Teeb take on management roles in the new enterprise<sup>14</sup>

Using the services of lead generators whom Norris knew from his work on earlier telemarketing scams<sup>15</sup> Defendants began robocalling consumers in July 2016<sup>16</sup> Between July 2016 and June 30, 2017, Defendants sold bogus rate reduction services to more than 1,500 consumers, grossing over \$2.1 million.<sup>17</sup>

The FTC asks the Court to enter a TRO to halt Defendants' ongoing illegal conduct. The proposed TRO filed with the Court would enjoin Defendants' unlawful practices, freeze Defendants' assets, appoint a temporary receiver for both Corporate Defendants, and provide for certain expedited discovery. Such relief has been granted in several enforcement actions involving similar schemes<sup>18</sup>

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<sup>13</sup> Anderson Dep. at 28:129:6; id. at 63:1564:18.

<sup>14</sup> See infra notes 605, 7983.

<sup>15</sup> Anderson Dep. at 31:25 (Norris referred Anderson to Dorian Mohammed for marketing); at 42:513 (Dorian Mohammed sends calls to consumers); PX 68-723 (Dorian Mohammed is depicted in Norris Dep. Ex. 11, and Mohammad Allah is depicted in Norris Dep. Ex. 12); Norris Dep. at 148:25:19 (Norris met the



that they work for “Card Qualification Program” (“CQP”), or “Interest Reduction Program” (“IRP”), rather than Higher Goals Marketing.<sup>25</sup>

After confirming that a consumer’s credit card balances, interest rates, and available credit meet Defendants’ criteria, Defendants guarantee that they can substantially and permanently lower the consumer’s credit card interest rates.<sup>26</sup> Defendants also represent that their rate reduction services will save consumers thousands of dollars.<sup>27</sup>

C. Defendants’ Rate-Reduction Services Do Not Deliver the Promised Results

Defendants sometimes initiate telephone conference calls with consumers and their credit card issuers and request a lower interest rate on consumers’ existing credit cards.<sup>28</sup> These calls are rarely successful because credit issuers will generally agree only to a modest reduction in a consumer’s interest rate, if they will agree to any reduction at all.<sup>29</sup>

In other instances, Defendants obtain new credit cards that have a low introductory rate (“Promotional Rate Card”) and help consumers transfer their existing balances to those

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<sup>25</sup> See

cards.<sup>30</sup> But Promotional-Rate Cards

future date.<sup>37</sup> And, Issuers are generally less likely to approve successive Promotional-Rate Cards, both because Issuers do not want customers who will leave before the post-promotional interest rates kick in, and because repeated applications for Promotional-Rate Cards lower a consumer's overall creditworthiness.<sup>38</sup> For these reasons, consumers also almost never save thousands of dollars, especially after paying Defendants' high up-front fees.<sup>39</sup>

**D. Defendants Use a Shell Company to Collect Illegal Up-Front Fees, And Often Instruct Consumers to Pay Using a Credit-Card Cash Advance**

Defendants request an up-front fee for their rate-reduction services that generally ranges from \$500 to \$5,000.<sup>40</sup> In many instances, Defendants urge consumers to pay the up-front fee by taking a cash advance on their credit cards.<sup>41</sup> Defendants do not inform consumers that credit-card Issuers often charge a fee for cash-advance transactions, and may charge a higher interest rate on this type of credit-card debt.<sup>42</sup> Alternatively, Defendants ask consumers to pay the up-front fee through credit-card checks.<sup>43</sup> Because Defendants use these non-traditional payment methods rather than directly charging consumers' credit cards, consumers are unable to take advantage of their credit-card chargeback rights under federal

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<sup>37</sup> *Id.* ¶¶ 46-59.

<sup>38</sup> The FTC is not aware of any instance in which Defendants have lowered a consumer's interest rate and then

law.<sup>44</sup> Further, by demanding payment in this manner, Defendants avoid having to open and maintain an active credit-card-processing merchant account, which banks and payment processors generally monitor for fraud.<sup>45</sup>

After consumers take a cash advance, Defendants usually instruct them to send a check or money order made out to “Sunshine Freedom Services” or “SFS,”<sup>46</sup> which is a shell company.<sup>47</sup> By doing so, Defendants further conceal Higher Goals Marketing’s role in the scheme and reduce the likelihood that consumers file complaints about the company to law-enforcement agencies and the Better Business Bureau. Defendants use couriers such as UPS and FedEx to pick up checks and money orders from consumers’ residences, and have them delivered to mail drops located in the Orlando area.<sup>48</sup> By using the address of a mail drop on UPS or FedEx labels, Defendants conceal the location of their call center from consumers. N(,)-4h







Agriculture and Consumer Services (“DOACS”).<sup>68</sup> These scripts are virtually identical to scripts filed with DOACS by the Life Management Defendants.<sup>69</sup> Higher Goals Marketing pays Deese a salary plus one percent of the enterprise’s gross revenue.<sup>70</sup>

Deese previously worked at the Life Management Defendants’ call center, and was responsible for training new frontiers hired by those defendants.<sup>71</sup> While working for the Life Management Defendants, Deese kept multiple sets of telemarketing scripts at her desk, not just the scripts that the Life Management Defendants submitted to DOACS.<sup>72</sup> Deese was at the Life Management Defendants’ call center when the receiver conducted the immediate access and also sat for a deposition during discovery, at which she repeatedly invoked the Fifth Amendment when asked about her work for those Defendants.<sup>73</sup> Deese similarly invoked the Fifth Amendment when asked about Higher GMAA7 invoke

Sunshine Freedom Services<sup>77</sup>

managers to launch and oversee the enterprise<sup>85</sup> and facilitated the creation of a shell company (Sunshine Freedom Services) to collect the scheme's illegal fees.<sup>86</sup>

Norris was previously a upper level manager of the Life Management Defendants' enterprise. He learned about the lawsuit no later than June 13, 2016 (six days after filing)<sup>87</sup> and was deposed during the earlier litigation.<sup>88</sup> Norris testified that one of his responsibilities was to recruit his friends to start shell companies in their names, open bank accounts for the shell companies, and use the accounts to collect consumer payments.<sup>89</sup> Norris created eight shell companies in this fashion.<sup>90</sup> Norris also testified that he and the shell-company owners each received a percentage of the payments that flowed through the accounts.<sup>91</sup> Before working for the Life Management Defendants, Norris worked for at least one other fraudulent debt relief operation shut down by a federal court.<sup>92</sup>

#### IV. THE COURT SHOULD ISSUE A TEMPORARY RESTRAINING ORDER

To put an immediate stop to Defendants' ongoing deceptive and unlawful practices and to preserve the possibility of effective final relief, FTC requests that the Court issue a

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<sup>85</sup> Norris Dep. at 165:819; id. at 166:1217; Anderson Dep. at 34:171; id. at 38:939:16; id. at 47:2548:7; id. at 61:814.

<sup>86</sup> Anderson Dep. at 83:57; id. at 84:2124; id. at 154:222.

<sup>87</sup> Norris Dep. at 125:1126:25.

<sup>88</sup> See Norris Dep. at 125:1126:10.

<sup>89</sup> Norris Dep. at 36:414; id. at 174:8174:5; id. at 231:516.

<sup>90</sup> Norris Dep. at 229:1036:4.

<sup>91</sup> Id. at 234:17235:12.

<sup>92</sup> Before Norris became a manager for the Life Management Defendants, he worked for Leroy Castine, a defendant in *FTC v. Ambrosia Web Devs LLC*, CV 12-2248-PHX-FJM (D. Ariz. filed Oct. 22, 2012). PX 60; see also Norris Dep. at 40:21-

TRO with provisions for asset and document preservation, the appointment of a receiver, expedited discovery, and requiring Defendants to show cause why a preliminary injunction should not issue. As shown below, the Court has the authority to enter the relief sought, the materials submitted in support of this motion demonstrate that the FTC is likely to succeed on the merits, and the equities weigh in favor of the requested relief.

A. Section 13(b) of the FTC Act Authorizes the Court to Grant the Requested Relief

Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), provides that “in proper cases the [FTC] may seek, and after proper proof, the court may issue a permanent injunction.” Violations of Section 5(a) of the FTC Act present proper cases for injunctive relief under Section 13(b).<sup>93</sup> The FTC may also pursue injunctive relief for violations of the TSR.<sup>94</sup> Under its equitable powers, the Court may enter a TRO, a preliminary injunction, and whatever additional preliminary relief is necessary to preserve the possibility of providing effective final relief.<sup>95</sup> Such ancillary relief may include an asset freeze and expedited discovery to preserve assets for eventual restitution to victimized consumers as well as the appointment of a receiver.<sup>96</sup>

In determining whether to grant preliminary injunctive relief under Section 13(b) of the FTC Act, courts in the Eleventh Circuit consider two factors: (1) the likelihood of success

<sup>93</sup> See *FTC v. Gem Merch. Corp.*, 67 F.3d 466, 468 (11th Cir. 1996).

<sup>94</sup> Violations of the TSR are considered violations of a rule issued under the FTC Act. A violation of such rules constitutes an unfair and deceptive act or practice in violation of Section 5(a) of the FTC Act. See 15 U.S.C. §§ 45(a), 57a(a)(1)(B), and 6102(c)(1). See also *United States v. Dish Network LLC*, No. 093073, 2017 U.S. Dist. LEXIS 85543 (N.D. Ill. June 5, 2017) (granting permanent injunctive relief for violations of TSR).

<sup>95</sup> *FTC v. U.S. Oil & Gas Corp.*, 748 F.2d 1431, 1432 (11th Cir. 1984).

<sup>96</sup> *Id.* at 1432-34.

on the merits, and (2) whether the public equities outweigh any private equities.<sup>97</sup> This approach differs from the traditional four-pronged preliminary injunction standard. Unlike private litigants, the FTC does not need to prove irreparable injury, which is presumed to exist in a statutory enforcement action.<sup>98</sup>

As explained below, the material submitted in support of this motion show that the FTC has a likelihood of success in establishing that Defendants' conduct violate Section 5(a) of FTC Act<sup>99</sup> and multiple provisions of the TSR.<sup>100</sup> The record further demonstrates that the equities favor the requested relief.

**B. The FTC Has Shown a Likelihood of Success on the Merits**

**1. Defendants' Deceptive Practices Violate the FTC Act (Counts One and Two)<sup>101</sup>**

Section 5(a) of the FTC Act provides: [U]nfair or deceptive acts or practices in or affecting commerce, are hereby declared unlawful. An act or practice is deceptive under Section 5(a) if it involves a material representation or omission that would likely mislead consumers acting reasonably under the circumstances.<sup>102</sup> A misrepresentation is material if

to establish Section 5 liability.<sup>104</sup> Moreover, the value of the product or service sold is irrelevant to the Section 5 analysis; the issue is whether the seller's misrepresentations tainted the customer's purchasing decisions.<sup>105</sup>

a. Defendants Misrepresent the Results Their Rate-Reduction Services Will Achieve for Consumers

Count One alleges that Defendants have made numerous and false misleading representations while selling debit services in violation of Section 5 of the FTC Act

While pitching their purported rate reduction services, Defendants represent that they will substantially and permanently lower consumer credit card interest rates and will save consumers thousands of dollars.<sup>106</sup> These claims are false because consumers who pay Defendant's up-front fee almost never obtain these things.

Defendants' misrepresentations are material because they relate directly to the effectiveness of Defendants' rate reduction services. Based on the consumer expert and industry declarations submitted in support of this motion,<sup>107</sup> the FTC has demonstrated a likelihood of success on the merits of Count One.

b. Defendants Fail to Disclose the True Cost of Their Rate Reduction Services

Count Two alleges that Defendants violated Section 5 of the FTC Act by deceptively failing to disclose the full cost of their rate reduction services. Specifically, Defendants fail

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<sup>104</sup> FTC v. Direct Benefits Group, LLC, 6:11-cv-1186-Orl-28-TBS, 2012 U.S. Dist. LEXIS 162696, \*9 (M.D. Fla., Nov. 14, 2012); see also Orkin Exterminating Co. v. EPA, 819 F.2d 1354, 1368 (11th Cir. 1988).

<sup>105</sup> FTC v. IAB Mktg. Assocs., 746 F.3d 1228, 1235 (11th Cir. 2014). Relatedly, the existence of some satisfied customers is not a defense to Section 5 liability. See FTC v. Wilcox, 926 F. Supp. 1091, 1099 (S.D. Fla. 1995) (citing FTC v. Amy Travel Service, 875 F.2d 564, 572 (7th Cir. 1989)).

<sup>106</sup> See supra Section II(B).

<sup>107</sup> PX 1-25, 33, 36, 48.

to disclose that one of their rate reduction methods—transferring consumers' existing credit-card debt to a new Promotional Rate Card—may result in the consumer paying a variety of bank fees, such as balance transfer fees, which can total up to 5% of the transferred balance.<sup>108</sup> In addition, when pushing consumers to take a credit cash advance to pay their upfront fees, Defendants in many instances fail to inform consumers that Issuers often charge a fee for cash advance transactions, and may charge a higher interest rate on this type of credit-card debt.<sup>109</sup>

Defendants' omissions relate directly to the price of their debt relief services and are therefore presumed material as a matter of law.<sup>110</sup> As such, the FTC has demonstrated a likelihood of succeeding on the merits of Count Two of the Complaint.

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payment under the new terms.<sup>119</sup> Nonetheless, Defendants request an up-front fee generally ranging from \$500 to \$5,000 for their rate-reduction services.<sup>120</sup> This practice violates the TSR.

**d. Defendants Violate the Do Not Call and Robocall Provisions of the TSR (Counts Six, Seven, and Eight)**

Defendants have initiated, or caused a telemarketer to initiate, numerous unsolicited telemarketing calls (i) to telephone numbers on the National Do Not Call Registry, (ii) that deliver prerecorded messages (i.e., robocalls).<sup>121</sup> These calls violate the TSR.<sup>122</sup> In addition, Defendants have placed these calls without paying the annual fee to access the National Do Not Call Registry; this also violates the TSR.<sup>123</sup>

**3. The FTC Has Demonstrated a Likelihood of Success in Proving that Defendant Norris Violated the TSR by Assisting and Facilitating the Unlawful Acts and Practices of the Other Defendants (Count Nine)**

Pursuant to 16 C.F.R. § 310.3(b), it is a violation of the TSR “for a person to provide substantial assistance or support to any seller or telemarketer when that person knows or consciously avoids knowing that the seller or telemarketer is engaged in any act or practice that violates §§ 310.3(a), (c) or (d), or Section 310.4 of [the TSR].” To find liability under this provision, the FTC must show more than “casual or incidental help to the telemarketer,

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<sup>119</sup> 16 C.F.R. § 310.4(a)(5)(i).

<sup>120</sup> *See supra* Section II(D).

<sup>121</sup> 16 C.F.R. §§ 310.4(b)(1)(iii)(B) & 310.4(b)(1)(v)(A).

<sup>122</sup> 16 C.F.R. § 310.4(b)(1)(iii)(B); 16 C.F.R. § 310.4(b)(1)(v)(A).

<sup>123</sup> 16 C.F.R. § 310.8.

but does not need to show a direct connection between the assistance and the misrepresentation[.]<sup>124</sup>

As explained below, Norris's work has been critical to the success of Defendants' illegal enterprise which would not exist without him. Indeed, drawing upon his experience in connection with the Life Management Defendants scam and defendants in other FTC cases, Norris set out to forge Higher Goals Marketing as a copycat operation.

Deposition testimony establishes that Norris organized the enterprise's telemarketing infrastructure<sup>125</sup> and brought in lead generators that he had known and used while working for the Life Management Defendants<sup>126</sup>. Defendants have used these lead generators to bombard consumers with illegal telemarketing calls since July 2016.<sup>127</sup>

Deposition testimony also demonstrates that Norris brought in and set up the management team to operationalize the scheme, including Defendants Brownell, Deese, and Teel, who worked with Norris for the Life Management Defendants<sup>128</sup>. Brownell, Deese, and Teel played important roles in getting Defendants' enterprise off the ground, and they continue to oversee all aspects of the scheme, including hiring, training, and supervising telemarketers, collecting illegal upfront fees from consumers, and managing Defendants'

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<sup>124</sup> FTC v. Partners in Health Care Ass'n

relationship with their lead generator<sup>129</sup> Eventually, Higher Goals Marketing hired other telemarketers who had worked for Norris and the Life Management Defendants.<sup>130</sup>

Norris also provided substantial assistance by directing the scheme to use a shell company (Sunshine Freedom Services) to collect fees, thereby minimizing consumer complaints about Higher Goals Marketing to law enforcement agencies and the Better Business Bureau. Furthermore, Norris facilitated the creation of Sunshine Freedom Services by bringing in a high school friend (Starr) to serve as that shell company's owner.<sup>131</sup> Norris had used a similar method to create eight shell companies in the Life Management Services matter.<sup>132</sup> The ruse has been largely successful just as it was in the Life Management Services matter. 19 of the 26 consumer declarants understood that they were dealing with a company other than Higher Goals Marketing.<sup>133</sup>

Defendants' enterprise mirrors the Life Management Defendants' enterprise in several other important ways: both schemes use fake names to mask their identity and use mail drops to hide their location<sup>134</sup> both do not charge a consumer's credit card, making it

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<sup>129</sup> See supra notes 665 (Brownell), 6675 (Deese), 793 (Teel).

<sup>130</sup> Notwithstanding that prior relationship, 15 telemarketers who worked for the Life Management Defendants submitted license applications in connection with their work for Higher Goals Marketing where: 1.002 Tc 067(es)-5.5((n)5.1(r

more difficult for consumers to exercise their chargeback rights to obtain funds.<sup>135</sup> By requiring payment by cash advances and checks rather than charging credit cards, Defendants also avoid having a merchant account and the attendant risk of such accounts by banks and payment processors.<sup>136</sup> The similarity between the two scams is unsurprising, as Norris conceded at his deposition that the Life Management operation shown by court order, he 6-0.004 Tc .i33a0 Tc 5eo scams





B. Anderson, Brownell, Deese, Teel, and Starr Are Subject to Monetary and Injunctive Relief for Corporate Defendants' Unlawful Acts

To obtain injunctive relief against individuals for consumer harm from a company's conduct, the FTC must show that the individual defendants participated directly in the unlawful acts or profited in the arrangement.

The evidence also demonstrates that these Defendants either had some knowledge of the unlawful scheme, or were at least aware that the enterprise was likely engaging in fraud and took no steps to learn the truth. Defendant Anderson invoked the Fifth Amendment when asked questions about the enterprise's business practices,<sup>157</sup> and admittedly uses another company (Sunshine Freedom Services) to collect payments for services that his telemarketers sell to consumers.<sup>158</sup> Defendants Brownell, Deese, and Teel worked for the Life Management Defendants and witnessed that business being shut down for fraud;<sup>159</sup> they nonetheless signed on with their former manager (Norris) to start another business selling the same bogus rate-reduction services. Deese also invoked the Fifth Amendment on numerous occasions when asked about her work at Higher Goals Marketing.<sup>160</sup> Defendant Starr, a longtime friend of Norris, was likely told about the unlawful nature of this enterprise, given that Norris had briefed shell-owners in the *Life Management Services* case about the potential risks of that operation.<sup>161</sup> More importantly, the very structure of the enterprise, which Starr helped to build, demonstrates that Starr had knowledge that Corporate Defendants were defrauding consumers. Starr created a shell company that accepted millions of dollars in consumer payments for services that neither he nor Sunshine Freedom Services provided, wired over \$1.7 million dollars to Anderson in just eleven months,<sup>162</sup> and opened post office

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<sup>157</sup> See *supra* n. 141.

<sup>158</sup> Anderson Dep. at 86:20-87:16; see also *supra* Section III(A).

<sup>159</sup> PX54 (Receiver questionnaire signed by Brownell on June 9, 2016); PX 55 (Deese); PX 56 (Teel).

<sup>160</sup> See *supra* n. 141.

<sup>161</sup> Norris Dep. at 233:7-25.

<sup>162</sup> PX 34 ¶ 11.





restitution for the victims of Defendants' scam. The Court may accordingly hold Norris liable for the total consumer harm in this matter.<sup>167</sup>

**D. An Asset Freeze Is Necessary For All Defendants**

To preserve the possibility of final relief, the FTC asks the Court to freeze all Defendants' assets and to order an immediate accounting to prevent concealment or dissipation of assets pending a final resolution. Courts in this Circuit have repeatedly ordered asset freezes to preserve the possibility of consumer redress.<sup>168</sup> An asset freeze

should be imposed where (1) there is a likelihood of success o5TJ -0.004 a((D.)Tj /Te)ac 1 ccip5( th)2t04

redress. As such, an asset freeze is necessary to prevent Defendants' continued misuse of consumers' money, and preserve the Court's ability to provide effective relief for consumers.

**E. Appointing a Receiver Will Assist the Court's Ability to Provide Effective Final Relief**

Appointing a receiver for the Corporate Defendants is also critical, and the FTC seeks this relief pursuant to the Court's equitable powers under Section 13(b) of the FTC Act.<sup>173</sup>

gambling.<sup>177</sup> And bank records show that Defendants have withdrawn \$374,000 in cash from the enterprise in just eleven months.<sup>178</sup> Anderson also admits to using the debit card connected with Higher Goals Marketing's corporate bank accounts for personal use including groceries, restaurants,<sup>179</sup> and alcohol.<sup>180</sup> Appointment of a receiver will preserve Corporate Defendants' remaining funds, and a receiver can marshal additional resources to identify consumer victims for partial redress. A receiver can also assist the Court in assessing the extent of Defendants' fraud and provide information to consumers ensnared in Defendants' rate-reduction scheme.

Dated: November 30, 2017.

Respectfully submitted,

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Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

**Certificate of Service**

The undersigned counsel for the Federal Trade Commission certifies that on November 30, 2017, he provided a copy of the foregoing Memorandum of Points and Authorities to a process server for hand delivery, along with the Complaint and Summons in this action, on each of the following Defendants:

Higher Goals Marketing LLC, a Florida limited liability company  
c/o Brandun Anderson, Registered Agent  
2633 Dixie Lane, Kissimmee, Florida 34744

Sunshine Freedom Services LLC, a Florida limited liability company  
c/o Gerald Starr, Jr., Registered Agent  
5240 Curtis Boulevard, Cocoa, Florida 32927

Brandun L. Anderson  
3716 Prairie Reserve Boulevard  
Orlando, Florida 32824

Lea A. Brownell  
1544 Zinnia Drive  
Deltona, Florida 32725

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