

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

FEDERAL TRADE COMMISSION, and  
  
STATE OF FLORIDA, OFFICE OF THE  
ATTORNEY GENERAL, DEPARTMENT OF  
LEGAL AFFAIRS,

Plaintiffs,

vs.

ALL US MARKETING LLC, f/k/a Payless  
Solutions, LLC, a Florida corporation;

GLOBAL MARKETING ENTERPRISES INC.,  
f/k/a Pay Less Solutions Inc., a Florida corporation;

GLOBAL ONE FINANCIAL SERVICES LLC, a  
Florida corporation;

YOUR #1 SAVINGS LLC, a Florida corporation;

OVADAA LLC, a Florida corporation;

ROYAL HOLDINGS OF AMERICA LLC, a  
Florida corporation;

GRR FINANCIAL SERVICES LLC, a Florida  
corporation;

AUTO GUARDIAN USA, LLC, a Florida  
corporation;

PREMIER MARKETING INTERNATIONAL,  
LLC, a Florida corporation;

GARY RODRIGUEZ, individually and as an officer  
of YOUR #1 SAVINGS LLC, and also d/b/a Global  
Financial Services, LLC, Engineering Development  
Enterprise LLC, and PBMS, LLC;

**Case No. 6:15-CV-1016-ORL-28GJK**

**FIRST AMENDED COMPLAINT  
FOR PERMANENT INJUNCTION  
AND OTHER EQUITABLE RELIEF**

MARBEL RODRIGUEZ, individually and as an officer of GLOBAL ONE FINANCIAL SERVICES LLC, and also d/b/a American Best Savings LLC, and Americas First Source LLC;

CARMEN WILLIAMS, individually and as an officer of OVADAA LLC;

JONATHAN PAULINO, individually and as an officer of ROYAL HOLDINGS OF AMERICA LLC;

FARIBORZ FARD, individually and as an officer of GLOBAL MARKETING ENTERPRISES INC.

SHIRIN IMANI, individually and as an officer of GLOBAL MARKETING ENTERPRISES INC. and ALL US MARKETING LLC;

ALEX SERNA, individually and as an officer of ALL US MARKETING LLC, and also d/b/a GRR FINANCIAL SERVICES LLC and AJC Global Solutions LLC;

CHRISTIAN SERNA, individually, and as a manager of GRR FINANCIAL SERVICES LLC; and

KIMBERLY M. COARSE, individually and as an officer of AUTO GUARDIAN USA, LLC, and PREMIER MARKETING INTERNATIONAL, LLC,

Defendants.

Plaintiffs, the Federal Trade Commission (“FTC”), and the State of Florida, Office of the Attorney General, Department of Legal Affairs (“State of Florida”), for their First Amended Complaint allege:

1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, to

obtain temporary, preliminary, and 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 violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the FTC's

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 TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing acts or practices.

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

11. Defendant Global One Financial Services LLC is a Florida corporation with its principal places of business at 7413 Omega Street, Winter Park, Florida and 312 Redwing Way, Casselberry, Florida. Global One Financial Services LLC transacts or has transacted business in this district and throughout the United States.

12. Defendant Your #1 Savings LLC is a Florida corporation with its principal places of business at 5104 N. Orange Blossom Trail, Orlando, Florida and 312 Redwing Way, Casselberry, Florida. Your #1 Savings LLC transacts or has transacted business in this district and throughout the United States.

13. Defendant Ovadaa LLC is a Florida corporation with its principal places of business at 474 Eagle Circle, Casselberry, Florida and 541 N. Palmetto, Sanford, Florida. Ovadaa LLC transacts or has transacted business in this district and throughout the United States.

14. Defendant Royal Holdings of America LLC is a Florida corporation with its principal place of business at 5104 N. Orange Blossom Trail, Orlando, Florida. Royal Holdings of America LLC transacts or has transacted business in this district and throughout the United States.

15. Defendant GRR Financial Services LLC is a Florida corporation with its principal place of business at 1624 Premier Row, Orlando, Florida. GRR Financial Services LLC transacts or has transacted business in this district and throughout the United States.

16. Defendant Auto Guardian USA, LLC is a Florida corporation with its principal place of business at 14508 Michener Trail, Orlando, Florida. Auto Guardian USA, LLC transacts or has transacted business in this district and throughout the United States.

17. Premier Marketing International, LLC is a Florida corporation with its principal place of business at 14508 Michener Trail, Orlando, Florida. Premier Marketing International, LLC transacts or has transacted business in this district and throughout the United States.

18. Gary Rodriguez is an owner, officer, director, member, or manager of Defendant Your #1 Savings LLC. He also does business as Global Financial Services, LLC, Engineering Development Enterprise LLC, and PBMS, LLC. At all times material to this Complaint, acting

alone or in concert with others

matters alleged herein, transacts or has transacted business in this district and throughout the United States.

21. Jonathan Paulino is an owner, officer, director, member, or manager of Defendant Royal Holdings of America LLC. At all times material to this Complaint, acting alone or in concert with others, and through the interrelated entities described in Paragraphs 9 through 15, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Paulino is responsible for organizing and creating corporate defendant Royal Holdings of America LLC and establishing and maintaining corporate bank accounts. Defendant Paulino resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

22. Fariborz Fard is an owner, officer, director, member, or manager of Defendant Global Marketing Enterprises Inc. At all times material to this Complaint, acting alone or in concert with others, and through the interrelated entities described in Paragraphs 9 through 15, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Fard is responsible for organizing and creating corporate defendant Global Marketing Enterprises Inc. as well as obtaining a telemarketing license used by Defendants. Defendant Fard resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

23. Shirin Imani is or was an owner, officer, director, member, or manager of Defendants Global Marketing Enterprises Inc. and All Us Marketing LLC. At all times material to this Complaint, acting alone or in concert with others, and through the interrelated entities described in Paragraphs 9 through 15, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Imani is responsible for organizing and creating two of the corporate defendants as well as obtaining two telemarketing licenses used by Defendants. Defendant Imani resides in this district and, in

connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States

24. Alex Serna is an owner, officer, director, member, or manager of Defendant All Us Marketing LLC. He also does business as GRR Financial Services LLC and AJC Global Solutions LLC. At all times material to this Complaint, acting alone or in concert with others, and through the interrelated entities described in Paragraphs 9 through 15, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Alex Serna is the sole managing member of Defendant All Us Marketing LLC and has received over \$100,000 from Defendant Global One Financial Services LLC. Defendant Alex Serna resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

25. Christian Serna is an owner or manager of Defendant GRR Financial Services LLC. At all times material to this Complaint, acting alone or in concert with others, and through the interrelated entities described in Paragraphs 9 through 15, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Christian Serna is responsible for organizing and creating corporate defendant GRR Financial Services LLC, establishing and maintaining merchant processing accounts, and providing order fulfillment services. Defendant Christian Serna resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

26. Kimberly Coarse is an owner, officer, director, member, or manager of Defendants Auto Guardian USA, LLC and Premier Marketing International, LLC. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Auto Guardian USA, LLC and Premier Marketing International, LLC, including the acts and practices set forth in this Complaint. Coarse is responsible for organizing and creating corporate defendants Auto Guardian USA, LLC and Premier Marketing International, LLC, establishing and maintaining



corporate bank accounts, and establishing and maintaining merchant processing accounts. Defendant Coarse resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

27. Defendants All Us Marketing LLC, Global Marketing Enterprises Inc., Global One Financial Services LLC, Your #1 Savings LLC, Ovadaa LLC, Royal Holdings of America LLC, and GRR Financial Services LLC (collectively, the “Payless Solutions Corporate Defendants”) have operated as a common enterprise while engaging in the deceptive and unfair acts and practices and other violations of law alleged below. The Payless Solutions Corporate Defendants have conducted the business practices described below through an interrelated network of companies that have common ownership, business functions, employees, office locations and that have commingled funds and have shared one another’s marketing materializing ¶7.985(aniesiness fs fMar Tm0 1 k7e boD.000n7)lations of law ad



affiliated with consumers' banks or credit card companies. For example, when consumers ask whether they are speaking to a representative of their credit card company, the Payless Solutions Defendants' script instructs telemarketers to provide the following response: "We are consumer card services; we service all 551 nationwide banks and lending institutions on their Visa, MasterCard, American Express and Discover accounts. You were referred here by your lenders due to your excellent payment history."

33. Defendants claim to have the ability to reduce substantially consumers' credit card interest rates. In many instances, Defendants claim that they can obtain interest rates as low as 0% for consumers. Defendants also claim that their interest rate reduction services will provide substantial savings to consumers, typically at least \$2500, in a short period of time, and will enable consumers to pay off their debt much faster, typically three to five times faster, without increasing their monthly payments.

34. Defendants obtain information from consumers regarding their credit card accounts along with other personal information such as Social Security numbers. Defendants usually charge consumers' credit cards immediately following the telemarketing calls.

Defendants charge rates (see Defendants' Jif 2013-09-05 T7 10.0006 Tc -.5015 Tw [(onsum)8their

36. In most instances, Defendants fail to provide consumers with significant reductions in credit card interest rates and minimum savings that were promised during the initial telephone calls, and they typically fail to provide any reduction in consumers' credit card interest rates, or any savings, at all. Consequently, consumers are not able to pay their credit card debts faster than they could have without Defendants' service.

37. During the time they worked together, the Payless Defendants provided the Auto Guardian Defendants with the names, contact information, and credit card numbers of consumers who purportedly agreed to purchase the Defendants' interest rate reduction services. Using this information, the Auto Guardian Defendants placed recorded "verification" calls to consumers, confirming the accuracy of their personal information, and then used this information to charge consumers' credit cards, as described above in Paragraph 34. During these calls, the Auto Guardian Defendants followed a script in which they guaranteed substantial reductions in consumers' credit card interest rates, thousands of dollars in savings, and also promised consumers that the service would enable them to pay off their debts three to five times faster. The Auto Guardian Defendants split the proceeds of these transactions with the Payless Solutions Defendants. In some instances, after charging consumers' credit cards, the Auto Guardian Defendants initiated calls with consumers' credit card companies, verbally requesting that the companies reduce consumers' credit card interest rates.

#### Unauthorized Charges

### Abusive Telemarketing Practices

39. While telemarketing their credit card interest rate reduction services, the Payless Solutions Defendants, acting directly or through one or more intermediaries, have made numerous calls to telephone numbers on the National Do Not Call Registry ("Registry"), as well as to consumers who have previously advised Defendants not to call them again. In some instances, the Payless Solutions Defendants or their telemarketers also "spoof" their calls by transmitting phony Caller Identification information so that call recipients do not know the source of the calls.

40. In numerous instances, the Payless Solutions Defendants, acting directly or through one or more intermediaries, have initiated telemarketing calls that failed to disclose truthfully, promptly, and in a clear and conspicuous manner to the person receiving the call: the identity of the seller; that the purpose of the call is to sell goods or services; or the nature of the goods or services. In numerous instances, the Payless Solutions Defendants, acting directly or through one or more intermediaries, have initiated prerecorded telemarketing calls to consumers that failed to promptly make such disclosure or to immediately thereafter disclose the mechanism for asserting a Do Not Call request.

41. In numerous instances, the Payless Solutions Defendants, acting directly or through one or more intermediaries, made outbound prerecorded calls that delivered messages to induce the sale of goods or services when the scope to whom these telephone calls were made had not expressly agreed, in writing, to authorize the seller to place prerecorded calls to such persons.

### VIOLATIONS OF THE FTC ACT

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

43. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act. 15 U.S.C. § 45(a).



COUNT TWO  
Misrepresenting Affiliation with Financial Institution  
(By Plaintiff FTC Against Payless Solutions Defendants)

48. In numerous instances, in connection with advertising, marketing, promotion, offering for sale, or sale of credit card interest rate reduction services, the Payless Solutions Defendants have represented, directly or indirectly, expressly or by implication, that they are representatives of, or otherwise affiliated with, consumers' banks or credit card companies.

49. In truth and in fact, the Payless Solutions Defendants are not representatives of, or otherwise affiliated with, consumers' banks or credit card companies.

50. Therefore, the Payless Solutions Defendants' representations as set forth in Paragraph 48 above are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT THREE  
Unauthorized Charging Practices  
(By Plaintiff FTC Against All Defendants)

51. In numerous instances, Defendants have caused billing information to be submitted for payment without having obtained consumers' express informed consent.

52. 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.

53. Therefore, Defendants' practices as described in Paragraph 51 above constitute unfair acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) by implication, that th02 Tc ET5 -8.78 20 th2 2 .

55. As amended, effective September 27, 2010, and October 27, 2010, the TSR addresses the telemarketing of debt relief services. The amendments effective September 27, 2010, among other things, prohibits representations about material aspects of debt relief services. The amendments effective October 27, 2010, prohibits sellers and telemarketers from charging or collecting an advance fee before negotiating, settling, reducing, or otherwise altering consumers' debts.

56. Defendants are "seller[s]" and/or "telemarketer[s]" engaged in "telemarketing," and Defendants have initiated, or have caused telemarketers to initiate, "outbound telephone call[s]" to consumers to induce the purchase of goods or services, as those terms are defined in the TSR, 16 C.F.R. § 310.2(v), (a)(c), and (d). Defendants are sellers or telemarketers of "debt relief service[s]," as defined by the TSR, 16 C.F.R. § 310.2(m).

57. Under the TSR, an "outbound telephone call" means a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable contribution. 16 C.F.R. § 310.2(v).

58. The TSR prohibits sellers and telemarketers from misrepresenting, directly or by implication, in the sale of goods or services, any material aspect of the performance, efficacy, nature, or central characteristics of the goods or services that are the subject of a sales offer. 16 C.F.R. § 310.3(a)(2)(iii).

59. The TSR prohibits sellers and telemarketers from misrepresenting, directly or by implication, in the sale of goods or services, seller's or telemarketer's affiliation with, or endorsement or sponsorship by, any person or non-profit entity. 16 C.F.R. § 310.3(a)(2)(vii).

60. As amended, effective September 27, 2010, the TSR prohibits sellers and telemarketers from misrepresenting, directly or by implication, in the sale of goods or services, any material aspect of any debt relief service. 16 C.F.R. § 310.3(a)(2)(x).

61. As amended, effective October 27, 2010, the TSR prohibits sellers and telemarketers from requesting or receiving payment or any fee or consideration for any debt relief service until and unless:



- A. The seller or telemarketer has ~~negotiated~~, settled, ~~disputed~~, or otherwise altered the terms of at least one ~~debt~~ pursuant to a settlement agreement, debt management plan, or other ~~valid~~ contractual agreement executed by the customer;
- B. The consumer has made at least one

65. The TSR prohibits sellers and telemarketers from initiating an outbound telephone call to telephone numbers on the Registry. 16 C.F.R. § 310.4(b)(1)(iii)(B).

66. The TSR prohibits sellers and telemarketers from initiating an outbound telephone call to any person when that person previously has stated that he or she does not wish to receive an outbound telephone call made by or behalf of the seller whose goods or services are being offered. 16 C.F.R. § 310.4(b)(1)(iii)(A).

67. The TSR requires that sellers and telemarketers transmit or cause to be transmitted the telephone number and, when made available by the telemarketer's carrier, the name of the telemarketer, to any caller identification service in use by a recipient of a telemarketing call, or transmit the customer service number of the seller on whose behalf the call is made and, when made available by the telemarketer, the name of the seller. 16 C.F.R. § 310.4(a)(8).

68. The TSR requires telemarketers in an outbound telephone call to disclose truthfully, promptly, and in a clear and conspicuous manner, the following information:

- A. The identity of the seller;
- B. That the purpose of the call is to sell goods or services; and
- C. The nature of the goods or services.

16 C.F.R. § 310.4(d).

69. As amended, effective December 1, 2008, the TSR prohibits a telemarketer from engaging, and a seller from causing a telemarketer to engage, in initiating an outbound telephone call that delivers a prerecorded message to induce the purchase of any good or service unless the message promptly discloses:

- A. The identity of the seller;
- B. That the purpose of the call is to sell goods or services; and
- C. The nature of the goods or services.

16 C.F.R. § 310.4(b)(1)(v)(B)(ii).



C. Consumers who purchase Defendants'

COUNT SEVEN  
Unauthorized Billing  
(By Both Plaintiffs Against All Defendants)

78. In numerous instances, in the course of telemarketing goods or services, Defendants have caused billing information to be submitted for payment without the express informed consent of the consumer.

79. Defendants' acts or practices, as described in Paragraph 78 above, are abusive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.4(a)(7).

COUNT EIGHT  
Violation of the National Do Not Call Registry  
(By Both Plaintiffs Against Payless Solutions Defendants)

80. In numerous instances, in connection with telemarketing, the Payless Solutions Defendants have engaged, or caused a telemarketer to engage, in initiating an outbound telephone call to a person's telephone number on the National Do Not Call Registry in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B).

COUNT NINE  
Failure to Honor Entity-Specific Do Not Call Requests  
(By Both Plaintiffs Against Payless Solutions Defendants)

81. In numerous instances, in connection with telemarketing, the Payless Solutions Defendants have engaged, or caused a telemarketer to engage, in initiating an outbound telephone call to a person who previously has stated that he or she does not wish to receive an outbound telephone call made by or on behalf of a seller whose goods or services are being offered, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(A).

COUNT TEN  
Failure to Transmit Caller Identification  
(By Both Plaintiffs Against Payless Solutions Defendants)

82. In numerous instances, in connection with telemarketing, the Payless Solutions Defendants have failed to transmit, or cause to be transmitted, the telephone number and name of





C. Consumers who purchase Defendants' credit card interest rate reduction services are not able to pay off their debts much faster as a result of lowered credit card interest rates.

90. Defendants' representations as set forth in Paragraph 88 above are false and misleading and likely to mislead consumers acting reasonably, and consumers within the State of Florida and elsewhere were actually misled by Defendants' misrepresentations in violation of Section 501.204 of the FDUTPA.

### CONSUMER INJURY

91. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, FTSR and the FDUTPA. In addition, Defendants have been unjustly enriched as a result of their lawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

### THIS COURT'S POWER TO GRANT RELIEF

92. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

93. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), authorize the Court to grant such relief as the Court finds necessary to redress injury to consumers arising from Defendants' violations of the TSR, including the rescission or reformation of contracts and the refund of money.





By: [Signature] / [Name]

of [Name]

particular [Name] Section 501.20 (f) for the [Name] acts and [Name]

NAME

Re: [Name]

JAMES DAVIS  
JOHN HALLEROD

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Attorney for Plaintiff  
FEDERAL TRADE COMMISSION

Dated: Oct 6, 2015

PAMELA JO BONDI



CERTIFICATE OF SERVICE

I, James Davis, hereby certify that on October 6, 2015, I electronically filed this FIRST AMENDED COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF with the Court using the CM/ECF system, which will automatically send copies to:

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Your #1 Savings LLC, and Global One Financial Services LLC

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Respectfully Submitted,

s/ James Davis  
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