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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16  
17 Federal Trade Commission,  
18 Plaintiff,  
19 v.  
20 Federal Loan Modification  
Law Center, LLP  
21 and  
22 Anz & Associates, PLC  
23 and  
24 Venture Legal Support, PLC  
25 and  
26 LegalTurn, Inc., a.k.a. Legal Turn, Inc.  
27 and  
28 Federal Loan Modification, LLC

) Case No. SACV09-401 CJC (MLGx)

1 and  
2 Federal Loan Modifications  
3 and  
4 SBSC Corporation, also doing business  
as Federal Loan Modification  
5 and  
6 Nabile “Bill” Anz  
7 and  
8 Boaz Minitzer  
9 and  
10 Jeffrey Broughton  
11 and  
12 Steven Oscherowitz  
13 Defendants,  
14 and  
15 Legal Turn. LLC  
16 and  
17 MGO Capital  
18 Relief Defendants.

19  
20  
21 **FIRST AMENDED COMPLAINT FOR INJUNCTIVE**  
22 **AND OTHER EQUITABLE RELIEF**

23 Plaintiff, the Federal Trade Commission (“FTC”), for its first amended complaint  
24 alleges:

25 1. The FTC brings this action under Section 13(b) of the Federal Trade  
26 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain temporary,  
27 preliminary, and permanent injunctive relief, rescission or reformation of contracts,  
28 restitution, disgorgement of ill-gotten monies, and other equitable relief for

1 Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C.  
2 § 45(a).

3 **JURISDICTION AND VENUE**

4 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
5 §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

6 3. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c), and  
7 15 U.S.C. § 53(b).

8 **PLAINTIFF**

9 4. Plaintiff FTC is an independent agency of the United States  
10 Government created by statute. 15 U.S.C. § 41 *et seq.* The FTC is charged, *inter*  
11 *alia*, with enforcement of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which  
12 prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC  
13 is authorized to initiate federal district court proceedings, by its own attorneys, to  
14 enjoin violations of the FTC Act and to secure such equitable relief as may be  
15 appropriate in each case, including restitution and disgorgement. 15 U.S.C.  
16 § 53(b).

17  
18 **DEFENDANTS**

19 5. Federal Loan Modification Law Center, LLP ("FLM Law Center"),  
20 formerly known as Anz & Hilmoe, LLP and presently doing business as FLM Law  
21 Center, Federal Loan Modification, and Federal Loan Modification Law Center, is  
22 a California limited liability partnership with its principal place of business at 9460  
23 Balboa Boulevard, Northridge, CA 90048. At all times material to this Complaint,  
24 FLM Law Center, acting alone or in concert with others, has advertised, marketed,  
25 and/or sold purported mortgage loan modification services to consumers  
26 throughout the United States. FLM Law Center transacts or has transacted  
27 business in the Central District of California.

28 6. Anz & Associates, PLC ("Anz & Associates"), is a California

1 professional law corporation with its principal place of business at 9460 Balboa  
2 Boulevard, Northridge, CA 91325. At all times material to this Complaint, Anz &  
3 Associates, acting alone or in concert with others, has advertised, marketed, and/or  
4 sold purported mortgage loan modification services to consumers throughout the  
5 United States. Anz & Associates transacts or has transacted business in the Central  
6 District of California.

7 7. Venture Legal Support, PLC is a California professional law  
8 corporation with its principal place of business at 9460 Balboa Boulevard,  
9 Northridge, CA 91325. At all times material to this Complaint, Venture Legal  
10 Support, acting alone or in concert with others, has advertised, marketed, and/or  
11 sold purported mortgage loan modification services to consumers throughout the  
12 United States. Venture Legal Support transacts or has transacted business in the  
13 Central District of California.

14 8. LegalTurn, Inc., also known as Legal Turn, Inc., is a California  
15 corporation with its principal place of business at 6420 Wilshire Boulevard, Suite  
16 200, Los Angeles, CA 90048. LegalTurn, Inc., which purports to be a legal  
17 referral network, at all times material to this Complaint, has received credit card  
18 payments from and has paid refunds to customers who have purchased purported  
19 mortgage loan modification services from Defendants. LegalTurn, Inc. transacts or  
20 has transacted business in the Central District of California.

21 9. Federal Loan Modification, LLC (“Federal Loan Modification”) is a  
22 California limited liability company with its principal place of business at 6420  
23 Wilshire Boulevard, Suite 200, Los Angeles, CA 90048. At all times material to  
24 this Complaint, Federal Loan Modification, acting alone or in concert with others,  
25 has advertised, marketed, and/or sold purported loan modification services.  
26 Federal Loan Modification transacts or has transacted business in the Central  
27 District of California.

28 10. Federal Loan Modifications is a California corporation with its

1 principal place of business at 5455 Wilshire Boulevard, Suite 700, Los Angeles,  
2 CA 90028. At all times material to this Complaint, Federal Loan Modifications,  
3 acting alone or in concert with others, has advertised, marketed, and/or sold  
4 purported loan modification services. Federal Loan Modifications transacts or has  
5 transacted business in the Central District of California.

6 11. SBSC Corporation, also doing business as Federal Loan Modification,  
7 is a California corporation with its principal place of business at 6420 Wilshire  
8 Boulevard, Suite 200, Los Angeles, CA 90048. At all times material to this  
9 Complaint, SBSC Corporation, acting alone or in concert with others, has  
10 advertised, marketed, and/or sold purported loan modification services. SBSC  
11 Corporation transacts or has transacted business in the Central District of  
12 California.

13 12. Nabile "Bill" Anz, an attorney licensed in California, is a partner of  
14 Anz & Associates and FLM Law Center and a manager of Legal Turn. LLC. At all  
15 times material to this Complaint, acting alone or in concert with others, he has  
16 formulated, directed, controlled, or participated in the acts and practices of  
17 Defendants, including the acts and practices set forth in this Complaint. Anz  
18 resides and transacts or has transacted business in the Central District of California.

19 13. Boaz Minitzer is the President and an owner of LegalTurn, Inc., the  
20 owner of Federal Loan Modification, and the President of Federal Loan  
21 Modifications and SBSC Corporation. At all times material to this Complaint,  
22 acting alone or in concert with others, he has formulated, directed, controlled, or  
23 participated in the acts and practices of Defendants, including the acts and  
24 practices set forth in this Complaint. Minitzer resides or transacts or has transacted  
25 business in the Central District of California.

26 14. Jeffrey Broughton is the President and Chief Executive Officer of  
27 FLM Law Center and an officer of LegalTurn, Inc. At all times material to this  
28 Complaint, acting alone or in concert with others, he has formulated, directed,

1 controlled, or participated in the acts and practices of Defendants, including the  
2 acts and practices set forth in this Complaint. Broughton resides and transacts or  
3 has transacted business in the Central District of California.

4 15. Steven Oscherowitz is a director and owner of LegalTurn, Inc. and an  
5 executive of FLM Law Center. At all times material to this Complaint, acting  
6 alone or in concert with others, he has formulated, directed, controlled, or  
7 participated in the acts and practices of Defendants, including the acts and  
8 practices set forth in this Complaint. Oscherowitz resides and transacts or has  
9 transacted business in the Central District of California.

10 16. Relief Defendant Legal Turn. LLC is a California limited liability  
11 company with its principal place of business at 7083 Hollywood Boulevard, Suite  
12 180, Los Angeles, California 90028. Legal Turn. LLC has received funds and  
13 other property that were derived unlawfully from payments by consumers as a  
14 consequence of the acts and practices complained of herein, and does not have a  
15 legitimate claim to those funds. Legal Turn. LLC transacts or has transacted  
16 business in the Central District of California.

17 17. Relief Defendant MGO Capital is a California corporation with its  
18 principal place of business at 6420 Wilshire Boulevard, Suite 200, Los Angeles,  
19 CA 90048. MGO Capital has received funds and other property that were derived  
20 unlawfully from payments by consumers as a consequence of the acts and practices  
21 complained of herein, and does not have a legitimate claim to those funds. MGO  
22 Capital transacts or has transacted business in the Central District of California.

23 18. Corporate Defendants identified in paragraphs 5 through 11 have  
24 operated as a common enterprise while engaging in the deceptive acts and practices  
25 alleged below. Corporate Defendants share or have shared office space and  
26 employees, are commonly controlled, commingle or have commingled funds, and  
27 have participated in a common scheme to deceive consumers. Because Corporate  
28 Defendants have operated as a common enterprise, each of them is jointly and

1 severally liable for the acts and practices alleged below.  
2

3 **COMMERCE**

4 19. At all times relevant to this complaint, Defendants have maintained a  
5 substantial course of trade in or affecting commerce, as “commerce” is defined in  
6 Section 4 of the FTC Act, 15 U.S.C. § 44.

7 **THE FEDERAL GOVERNMENT’S EFFORTS TO ASSIST**

8 **HOMEOWNERS**

9 20. In the response to the nation’s mortgage crisis, the federal government  
10 has introduced and widely publicized a number of federal mortgage loan  
11 modification programs aimed at assisting distressed homeowners to modify or  
12 refinance mortgage loans that have become unaffordable.

13 21. In the past year, two U.S. Presidents, the Department of the Treasury,  
14 the Federal Deposit Insurance Corporation, the Office of the Comptroller of the  
15 Currency, and the Department of Housing and Urban Development (“HUD”),  
16 among other federal authorities, have announced these federal mortgage loan  
17 modification programs.

18 22. Additionally, HUD has designated thousands of HUD-approved non-  
19 profit housing counseling agencies, which it has recommended publicly to  
20 consumers who are at risk of foreclosure or falling behind on their mortgage  
21 payments. These HUD-approved housing counselors provide services at no cost to  
22 homeowners, negotiating with lenders to make homeowners’ mortgage loans more  
23 affordable.

24 **DEFENDANTS’ BUSINESS PRACTICES**

25 23. Since at least May 2008, Defendants have engaged in a course of  
26 conduct to advertise, market, offer to sell, and sell to consumers purported  
27 mortgage loan modification and foreclosure relief services. Defendants market  
28 their services under the name “Federal Loan Modification,” although Defendants’

1 business is not affiliated with or endorsed by the federal government. Defendants  
2 market their services to homeowners who are in financial distress, delinquent on  
3 their mortgage loans, or in danger of losing their homes to foreclosure. Defendants  
4 have charged consumers between \$1,000 and \$3,000 in up-front fees for their so-  
5 called Federal Loan Modification program.

6 24. Defendants have conducted an extensive national advertising  
7 campaign through television, radio, and the Internet to promote their Federal Loan  
8 Modification program. Defendants' advertisements have appeared on national  
9 television and cable networks, including but not limited to ABC, CNBC, BET,  
10 ESPN, ESPN2, and CNN, and have aired on dozens of radio stations nationwide.  
11 These advertisements direct homeowners who are struggling to pay their  
12 mortgages to call one of Defendants' toll-free telephone numbers or to visit  
13 Defendants' website at [www.fedmod.com](http://www.fedmod.com).

14 25. Several of Defendants' radio advertisements prominently feature the  
15 word "federal" and contain other statements to induce consumers to purchase loan  
16 modification and foreclosure relief services from Defendants. *See, e.g.* Exhibits 1,  
17 2, and 3. The statements made in these advertisements include:

- 18
- 19 a. Please stay tuned for this important public announcement for those in  
20 danger of losing their home. Federal Loan Modification has a  
21 program for those that have fallen behind on their mortgage and are  
22 facing foreclosure. To find out if you're eligible for the program in  
23 your area, call this toll-free number now, 1-800-400-1268. You may  
24 be in danger of being evicted. If you can no longer afford your  
25 mortgage, find out if you are eligible for the Federal Loan  
26 Modification Law Program in your area.

27 [Exhibit 1]  
28



1 b. Don't lose your home. Get the help you need to save it right now with  
2 the Federal Loan Modification Program. If you're like the millions of  
3 Americans out there who are struggling to pay a mortgage, you may  
4 be eligible for the Federal Loan Modification Program. Call Federal  
5 Loan Modification at 1-800-500-9975.

6 [Exhibit 2]

7  
8 c. If you are losing your home, you're not alone. In fact, everyone  
9 knows that home foreclosures are rising. But there's only one that  
10 matters and that's your home. Now you can save your home and your  
11 family. But you need to call and ask about the Federal Loan  
12 Modification Program. Because not calling will only result in  
13 eviction. Don't lose your home. Call Federal Loan Modification at 1-  
14 800-600-3884.

15 [Exhibit 3]

16  
17 26. Months after Defendants began airing radio advertisements generally,  
18 Defendants have inserted, in the beginning of some of their radio advertisements, a  
19 disclaimer that states:

20  
21 Not a government program or agency, Legal services by Bill Anz,  
22 Irvine, California through Federal Loan Modification Law Center.  
23

24 The disclaimer, however, occurs at a speed several times faster and at a lower  
25 volume than the body of the advertisement. *See, e.g.* Exhibit 1. Defendants play  
26 the disclaimer at the beginning of the advertisement, delivered at a cadence and  
27 speed that is faster and more difficult to comprehend than the body of the  
28 advertisement, and before any information has been provided about the marketed

1 product.

2  
3 27. Defendants also have marketed their services through the website  
4 www.fedmod.com, which has both a Spanish-language and English-language  
5 version. The website www.fedmod.com urges consumers to call the toll-free  
6 number 877-39-HOUSE for a “free” “no obligation” consultation. The website  
7 www.fedmod.com also requests that consumers complete a short form and submit  
8 the completed form to Defendants, after which a representative will contact the  
9 consumer.

10 28. Rotating statements appear at the top of the homepage for the website  
11 www.fedmod.com, including the following statement that appears in large, all-  
12 capital print:

13  
14 ARE YOU CONSIDERING WALKING OUT OF YOUR  
15 HOUSE BECAUSE YOU OWE MORE THAN IT IS  
16 WORTH? FLM CAN HELP YOU RIGHT NOW! Click  
17 HERE to get started!

18  
19 29. Throughout, the website www.fedmod.com also contains various  
20 other statements to induce consumers to purchase Defendants’ mortgage loan  
21 modification and foreclosure relief services, including:

22  
23 a. At Federal Loan Modification Law Center we have some of the most  
24 experienced Personnel in the industry whose sole purpose is to save  
25 your home.

26  
27 b. **Can I do this myself? Why should I pay someone else to do it for**  
28 **me?** . . . Our negotiators have more experience in mortgage retention

1 than most any of these representatives. *do you?* . . . Much like in any  
2 important matter, having the proper guidance and representation can  
3 make all the difference in the world and can save you time, trouble,  
4 money and ultimately your home.

5 30. The website [www.fedmod.com](http://www.fedmod.com) has also contained a hyperlink to a  
6 web log (commonly known as a “blog”) at [www.keepmyhouse.com](http://www.keepmyhouse.com). The  
7 [www.keepmyhouse.com](http://www.keepmyhouse.com) blog, authored by Ralph R. Roberts, purports to be a  
8 “source of loan modification news, information, commentary, and community.”  
9 Among other things, the [www.keepmyhouse.com](http://www.keepmyhouse.com) blog states that Mr. Roberts is an  
10 “an Award-Winning Author and REALTOR,” a “Real estate-focused Consumer  
11 Advocate,” and a “spokesperson for Federal Loan Modification Law Center, LLP.”  
12 The blog [www.keepmyhouse.com](http://www.keepmyhouse.com) contains the following statement about  
13 Defendants’ services:

14  
15 KeepMyHouse.com wouldn’t be possible without the support of the  
16 good folks at Federal Loan Modification Law Center, LLP. . . .  
17 Federal Loan Modification Law Center ([www.fedmod.com](http://www.fedmod.com)) preserves  
18 the American Dream of Homeownership by successfully renegotiating  
19 loan agreements between homeowners and lenders. The company’s  
20 team of experienced real estate attorneys and housing experts  
21 understands the fundamentals of the mortgage business, and has  
22 spared no expense or time in researching and presenting the best  
23 options available for homeowners facing foreclosure or having trouble  
24 making their monthly mortgage payments. Check them out at  
25 [www.FedMod.com](http://www.FedMod.com).

26  
27 31. The blog [www.keepmyhouse.com](http://www.keepmyhouse.com) also has displayed banner  
28 advertisements for Defendants’ services, including those that contain the following

1 statements:

2  
3 a. Federal Loan Modification Law Center Keeps You In Your House.

4  
5 b. Are you facing foreclosure? CALL 1-800-285-0380 Federal Loan  
6 Modification Law Center. STOP YOUR FORECLOSURE. WE  
7 NEGOTIATE WITH YOUR LENDERS FAST!  
8

9 32. Consumers speak to Defendants' telemarketers when they call the toll-  
10 free numbers provided in Defendants' Internet, radio, or television advertising, or  
11 when Defendants call consumers after receiving consumers' information via the  
12 online form.

13 33. During the telemarketing sales calls, Defendants' representatives  
14 collect information from consumers, including details about the consumers'  
15 mortgages and income. After consumers provide this information, the  
16 telemarketers often tell consumers they are prime candidates for a loan  
17 modification.

18 34. Defendants' telemarketers typically promise consumers that  
19 Defendants will help modify consumers' mortgage loans to make their payments  
20 more affordable, and in numerous cases, telemarketers claim that they can prevent  
21 foreclosure.

22 35. In numerous instances, Defendants' telemarketers tell consumers that  
23 Defendants have a success rate in the high ninetieth percentile, and that  
24 Defendants' success rate is so high because they only accept consumers into the  
25 program who are virtually guaranteed to obtain modifications.

26 36. In numerous instances, Defendants' telemarketers represent that  
27 Defendants will obtain a loan modification for consumers within a specified period  
28 of time, typically no more than a couple of months.

1           37. Defendants' telemarketers instruct consumers that they must pay at  
2 least a half of Defendants' fee up-front. The amount of the fee has ranged between  
3 approximately \$1,500 and \$3,000, with either half or a majority of the fee due up-  
4 front and the remainder due at a later time.

5           38. In numerous instances, Defendants' telemarketers tell consumers that  
6 if they are not satisfied with Defendants' service they are entitled to a full refund of  
7 the fees paid.

8           39. In numerous instances, after consumers have paid Defendants's fee,  
9 Defendants fail to answer or return consumers' telephone calls or provide updates  
10 about the status of Defendants' purported communications with the consumers'  
11 lenders. In other instances, Defendants misrepresent to consumers that  
12 negotiations are proceeding smoothly. In other instances, Defendants misrepresent  
13 that lenders are the cause for delay when, in reality, Defendants have made little if  
14 any effort to contact the lender.

15           40. In numerous instances, Defendants have encouraged consumers to  
16 stop paying their mortgages, telling consumers that delinquency will demonstrate  
17 the consumer's hardship to the lender and make it easier to obtain a loan  
18 modification. In numerous other instances, Defendants have advised consumers  
19 not to contact their lenders.

20           41. In numerous instances, Defendants fail to obtain mortgage loan  
21 modifications. In numerous instances, consumers learn from their lenders that  
22 Defendants have not even contacted the lender or that Defendants have had only  
23 minimal, non-substantive contacts with the lender. Some consumers who have  
24 paid for Defendants' services have been able to obtain mortgage loan  
25 modifications and avoid foreclosure only through their own efforts and not because  
26 of any service provided by Defendants.

27           42. In numerous instances, consumers who did not obtain modifications  
28 have encountered difficulty in obtaining promised refunds and have received

1 refunds only after making repeated requests or complaining to entities such as the  
2 Better Business Bureau.

3 **VIOLATIONS OF SECTION 5 OF THE FTC ACT**

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

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

8 **Count I**

9 45. In numerous instances, Defendants have represented to consumers,  
10 expressly or by implication, that Defendants will obtain a mortgage loan  
11 modification or stop foreclosure in all or virtually all instances.

12 46. In truth and in fact, Defendants do not obtain a mortgage loan  
13 modification or stop foreclosure in all or virtually all instances.

14 47. Therefore, Defendants’ representation as set forth in Paragraph 45 is  
15 false and misleading and constitutes a deceptive act or practice in violation of  
16 Section 5(a) of the FTC Act, 15 U.S. C. § 45(a).

17 **Count II**

18 48. Through the means described in Paragraphs 19 and 20, Defendants  
19 have represented to consumers, expressly or by implication, that Defendants are  
20 part of, affiliated with, or endorsed by the United States government or one or  
21 more federal government programs.

22 49. In truth and fact, Defendants are not part of, affiliated with, or  
23 endorsed by the United States government or one or more federal government  
24 programs.

25 50. Therefore, Defendants’ representation as set forth in Paragraph 48 is  
26 false and misleading and constitutes a deceptive act or practice in violation of  
27 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

28 **CONSUMER INJURY**

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

6                           **THIS COURT'S POWER TO GRANT RELIEF**

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

13                           **PRAYER FOR RELIEF**

14           Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15  
15 U.S.C. § 53(b), and the Court's own equitable powers, requests that the Court:

16           A. Award Plaintiff such preliminary injunctive and ancillary relief as  
17 may be necessary to avert the likelihood of consumer injury during the pendency  
18 of this action, and to preserve the possibility of effective final relief, including but  
19 not limited to temporary and preliminary injunctions;

20           B. Enter a permanent injunction to prevent future violations of the FTC  
21 Act by Defendants;

22           C. Award such relief as the Court finds necessary to redress injury to  
23 consumers resulting from Defendants' violations of the FTC Act, including but not  
24 limited to rescission or reformation of contracts, restitution, the refund of monies  
25 paid, and the disgorgement of ill-gotten monies;

26           D. Award such relief against Relief Defendants Legal  
27 Turn. LLC and MGO Capital that the Court deems necessary to protect and return  
28 funds and other property to which Legal Turn. LLC and MGO Capital have no

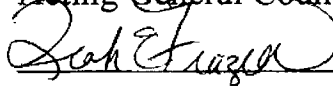
1 legitimate claim that were derived from Defendants' violations of Section 5(a) of  
2 the FTC Act, including an order to disgorge all ill-gotten gains or proceeds that  
3 they have received as a result of the acts and practices complained of herein, and  
4 an order imposing a constructive trust upon such gains or proceeds; and

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

7  
8  
9 Dated: June 23, 2009

Respectfully submitted,

10  
11 David C. Shonka  
12 Acting General Counsel

  
\_\_\_\_\_

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