

SARAH E. SCHROEDER, Calif. Bar No. 221528
 KENNETH H. ABBE, Calif. Bar No. 172416
 EVAN ROSE, Calif. Bar No. 253478
 YAN FANG, Calif. Bar No. 279737
 901 Market Street, Suite 570, San Francisco, CA 94103
 415-848-5100 (T); 415-848-5184 (F); sschroeder@ftc.gov
 Attorneys for Plaintiff FEDERAL TRADE COMMISSION

LISA MADIGAN, Attorney General
 PAUL A. ISAAC, Ill. Bar No. 6300087
 500 S. Second Street, Springfield, IL 62706
 217-782-4436 (T); 217-782-1097 (F); pisaac@atg.state.il.us
 Attorney for Plaintiff STATE OF ILLINOIS

MIKE DEWINE, Attorney General
 JEFFREY R. LOESER, Ohio Bar No. 0082144
 30 E. Broad Street, 14th Floor, Columbus, OH 43215
 614-728-1172 (T); 877-650-4712 (F); jeff.loeser@ohioattorneygeneral.gov
 Attorney for Plaintiff STATE OF OHIO

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

FEDERAL TRADE COMMISSION,
 STATE OF ILLINOIS, and
 STATE OF OHIO,
 Plaintiffs,

v.

ONE TECHNOLOGIES, LP, a limited partnership,
 also d/b/a SCORESENSE, ONE TECHNOLOGIES,
 INC., and MYCREDITHEALTH,
 ONE TECHNOLOGIES MANAGEMENT, LLC, a
 limited liability company, individually and as
 general partner of ONE TECHNOLOGIES, LP, and
 ONE TECHNOLOGIES CAPITAL, LLP, a limited
 liability partnership, individually and as a limited
 partner of ONE TECHNOLOGIES, LP,
 Defendants.

CASE NO.

**COMPLAINT FOR PERMANENT
 INJUNCTION & OTHER
 EQUITABLE RELIEF**

Plaintiffs, the Federal Trade Commission (“FTC”), the State of Illinois, and the State of Ohio, for their 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 Section 5 of the Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8404, to obtain permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten

COMPLAINT

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 Section 4 of ROSCA, 15 U.S.C. § 8403.

2. The State of Illinois brings this action under Section 7(a) of the Illinois Consumer Fraud and Deceptive Business Practices Act ("Illinois Consumer Fraud Act"), 815 ILCS § 505/7(a), and Section 6 of ROSCA, 15 U.S.C. § 8405, to obtain a preliminary and permanent injunction against Defendants for engaging in deceptive acts or practices in violation of the Illinois Consumer Fraud Act, 815 ILCS §§ 505/1 *et seq.*, and in violation of Section 4 of ROSCA, 15 U.S.C. § 8403.

3. The State of Ohio brings this action under the Ohio Consumer Sales Practices Act, Chapter 1345 of the Ohio Revised Code, O.R.C. §§ 1345.01 *et seq.*, and Section 6 of ROSCA, 15 U.S.C. § 8405, to obtain a preliminary and permanent injunction and restitution against Defendants for engaging in deceptive acts or practices in violation of the Ohio Consumer Sales Practices Act, O.R.C. §§ 1345.01 *et seq.*, and in violation of Section 4 of ROSCA, 15 U.S.C. § 8403.

JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT

4. This Court has subject matter jurisdiction over the FTC's claims pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345; 15 U.S.C. §§ 45(a), 53(b), and 57b; and Section 5(a) of ROSCA, 15 U.S.C. § 8404(a).

5. This Court has subject matter jurisdiction over the claims of Plaintiffs State of Illinois and State of Ohio pursuant to Section 6(a) of ROSCA, 15 U.S.C. § 8405(a), as well as supplemental jurisdiction over their claims pursuant to 28 U.S.C. § 1367.

6. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(2) and (b)(3), and 15 U.S.C. § 53(b).

7. Assignment to the San Francisco Division is proper because thousands of consumers who transacted business with Defendants reside in San Francisco County.

PLAINTIFFS

8. 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

1 prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces
2 ROSCA, 15 U.S.C. §§ 8401 *et seq.*, which prohibits certain methods of negative option
3 marketing on the Internet.

4 9. The FTC is authorized to initiate federal district court proceedings, by its own attorneys,
5 to enjoin violations of the FTC Act and ROSCA, and to secure such equitable relief as may be
6 appropriate in each case, including rescission or reformation of contracts, restitution, the refund
7 of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A),
8 56(a)(2)(B), 57b, and 8404.

9 10. Plaintiff State of Illinois is one of the fifty sovereign states of the United States. Lisa
10 Madigan is the duly elected and qualified Attorney General acting for Plaintiff State of Illinois,
11 and brings this action for and on behalf of the People of the State of Illinois, pursuant to the
12 provisions of the Illinois Consumer Fraud Act, 815 ILCS §§ 505/1 *et seq.*, Section 6 of ROSCA,
13 15 U.S.C. § 8405, and her common law authority as Attorney General to represent the People of
14 the State of Illinois.

15 11. Plaintiff State of Ohio is one of the fifty sovereign states of the United States. Mike
16 DeWine is the duly elected and qualified Attorney General acting for Plaintiff State of Ohio, and
17 brings this action for and on behalf of the People of the State of Ohio, pursuant to the Ohio
18 Consumer Sales Practices Act, O.R.C. §§ 1345.01 *et seq.*, and Section 6 of ROSCA, 15 U.S.C.
19 § 8405.

20 **DEFENDANTS**

21 12. Defendant One Technologies, LP is a Delaware limited partnership with its principal
22 place of business at 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231. One Technologies,
23 LP has done business as ScoreSense, One Technologies, Inc., and MyCreditHealth. One
24 Technologies, LP transacts or has transacted business in this district and throughout the United
25 States.

26 13. Defendant One Technologies Management, LLC is a Texas limited liability company
27 with its principal place of business at 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231.
28 One Technologies Management, LLC is the general partner of Defendant One Technologies, LP.

1 One Technologies Management, LLC transacts or has transacted business in this district and
2 throughout the United States.

3 14. Defendant One Technologies Capital, LLP is a Texas limited liability partnership with its
4 principal place of business at 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231. One
5 Technologies Capital, LLP is the limited partner of Defendant One Technologies, LP. One
6 Technologies Capital, LLP transacts or has transacted business in this district and throughout the
7 United States.

8 COMMERCE

9 15. At all times material to this Complaint, Defendants have maintained a substantial course
10 of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15
11 U.S.C. § 44.

12 DEFENDANTS’ BUSINESS PRACTICES

13 16. Since 2008, Defendants have used deceptive marketing tactics to enroll consumers in
14 their credit monitoring program.

15 17. On their websites, Defendants purport to offer consumers “free” online access to their
16 credit scores, but fail to disclose, or fail to disclose adequately, that by accessing their score,
17 consumers will be enrolled in Defendants’ credit monitoring program and will incur a \$29.95
18 recurring monthly fee until they call Defendants to cancel their membership. Although some of
19 Defendants’ websites contain statements about the recurring charge, those statements are not
20 conspicuous. Accordingly, many consumers’ overall net impression of Defendants’ websites is
21 that Defendants offer consumers “free” credit scores with no further payment obligation.

22 18. Since 2008, Defendants have caused tens of millions of dollars in injury to consumers
23 through the sale of their credit monitoring program. At least 210,000 consumers have
24 complained about Defendants’ business practices, as described below, to their bank, their credit
25 card company, a law enforcement agency, or the Better Business Bureau.

26 Defendants’ Products

27 19. In 2008, Defendants launched MyCreditHealth, a product that monitors consumers’ credit
28 reports for fraudulent activity and provides access to their credit score. In early 2010,

1 Defendants launched ScoreSense, a product substantially similar to MyCreditHealth. For the
2 purposes of this Complaint, “Defendants’ credit monitoring program” means MyCreditHealth,
3 ScoreSense, and similar products offered by Defendants.

4 Defendants’ “Free” Credit Score Offer

5 20. Defendants market their credit monitoring program through at least 50 websites,
6 including FreeScore360.com, FreeScoreOnline.com, and ScoreSense.com.

7 21. Defendants attract consumers to their websites by offering “free” credit scores. Financial
8 institutions use credit scores to determine whether to extend credit to a consumer. Some
9 employers and property owners also use a consumer’s credit score before transacting business
10 with the consumer.

11 22. Defendants purchase keyword advertising on search engines, such as Google and Bing.
12 As a result, consumers who enter terms such as “free credit report” into the search engine often
13 see an ad for one or more of Defendants’ websites near the top of the search results, in the
14 sponsored links or ads section. (See, e.g., Exhibit 1) Defendants’ most prominent online ad
15 states, “View your latest Credit Scores from All 3 Bureaus in 60 seconds for \$0!”

16 23. Defendants also entice consumers to their websites through email solicitations. The
17 emails often inform consumers that “Your Complimentary Credit Scores Are Waiting For You.”
18 (See, e.g., Exhibit 2)

19 Defendants’ Sign-Up Process

20 24. Consumers generally learn about Defendants’ websites through Defendants’ search
21 engine ads or through offers from third-party affiliate marketers, whom Defendants pay to direct
22 consumers to Defendants’ websites. All consumers who click on links in Defendants’ ads or
23 their affiliate marketers’ offers are directed to an online sign-up path controlled by Defendants.

24 25. Landing Page: The first webpage consumers see upon arrival at any of Defendants’
25 websites is the landing page (“Landing Page”). The focal point of the Landing Page is a blank
26 form, which in some instances is emphasized by large arrows, asking consumers to enter their
27 name, email address, and zip code. A large, brightly colored button labeled “Get Yours Now,”
28 “View Your Free Scores Now,” or similar language sits below or next to the blank entry fields.

1 The webpage attached as Exhibit 3.a is materially similar to the Landing Page for FreeScore360
2 .com as it appeared to consumers in mid-2012. The webpage attached as Exhibit 3.b is
3 materially similar to the Landing Page for FreeScoreOnline.com as it appeared to consumers in
4 mid-2012. The webpages attached as Exhibit 4 are materially similar to the Landing Page for
5 Defendants' websites, as they have appeared to consumers since late 2012.

6 26. Address Form: Consumers who click the button on the Landing Page to access their free
7 credit score are directed to a page that requests more personal information, including their name,
8 address, and phone number ("Address Form"). A large, brightly colored button labeled "Submit
9 & Continue" or similar language sits at the bottom of this page. The Address Form is materially
10 similar to the webpage attached as Exhibit 5.

11 27. Social Security Form: Consumers who complete the Address Form and click the large
12 "Submit & Continue" button are directed to a webpage that requests the consumers' Social
13 Security number and birthdate ("Social Security Form"). A large, brightly colored button
14 labeled "Continue" or similar language sits at the bottom of the page. The Social Security Form
15 is materially similar to the webpage attached as Exhibit 6.

16 28. Verification Form: Consumers who complete the Social Security Form and click
17 "Continue" are directed to a webpage that asks several questions based on information in the
18 consumers' credit report to verify the consumers' identity ("Verification Form"). The
19 Verification Form is materially similar to the webpage attached as Exhibit 7.

20 29. After consumers verify their identity, a screen pops up, stating, "[W]e're processing your
21 information and will be done shortly." The pop-up screen is materially similar to the webpage
22 attached as Exhibit 8.

23 30. Payment Form: After a few moments, the pop-up screen expands to feature a bar graph
24 comparing the consumer's debt to an average consumer's debt ("Payment Form"). The screen
25 also proclaims, "[Y]our credit scores are ready!", and directs consumers to enter credit or debit
26 card information in the "Verification Information" section. Immediately above the credit card
27 field is the following statement or similar language: "Tell us which card you would like to use
28 for our \$1.00 refundable processing fee." In numerous instances, consumers believed that

1 Defendants needed their debit or credit card information to verify their identity or to charge a \$1
2 fee to process their credit score. A large, brightly colored button labeled “View Scores” or
3 similar language sits near the bottom of the pop-up screen. The Payment Form is materially
4 similar to the webpage attached as Exhibit 9.

5 31. Confirmation Page: Consumers who complete the Payment Form and click “View
6 Scores” are directed to a page that states, “Thank You – your order is complete,” or similar
7 language (“Confirmation Page”). This page displays the consumer’s membership number for
8 Defendants’ credit monitoring program. Directly below the membership information sits a large,
9 brightly colored “Continue” button. The Confirmation Page is materially similar to the webpage
10 attached as Exhibit 10.

11 32. Credit Monitoring Homepage: Consumers who click “Continue” are directed from the
12 Confirmation Page to the home page of Defendants’ credit monitoring program, which displays
13 consumers’ credit scores from various credit bureaus (“Home Page”). The Home Page also
14 features general information about identity protection and credit pitfalls, in addition to a large
15 button requesting to “Learn More” about Defendants’ “Complete Monitoring Package.” The
16 Home Page is materially similar to the webpage attached as Exhibit 11.

17 33. Mobile Sign-Up: Consumers who visit Defendants’ websites on a mobile device
18 experience a sign-up process similar to that described in Paragraphs 25 to 32, above. The
19 Landing Page that consumers see on their mobile device is materially similar to the webpages
20 attached as Exhibit 12.

21 34. In numerous instances, consumers did not know they had been enrolled in Defendants’
22 credit monitoring program until they discovered a \$29.95 charge on their bank or credit card
23 statement. Some consumers did not notice the recurring charge for several billing cycles. Many
24 of these consumers are on tight budgets and could not afford the unexpected charges.

25 Defendants’ Purported Disclosures

26 35. Defendants’ websites have contained purported disclosures referring to the \$29.95
27 recurring charge associated with Defendants’ credit monitoring program. In late 2012,
28 Defendants added a disclaimer in small text on a gray strip at the top of their Landing Page that

1 states, “Free 7-Day trial when you order your 3 Free Credit Scores. Membership is then just
2 \$29.95 per month until you call to cancel.” (Exhibit 4) However, due to the size and location of
3 the text, many consumers do not see this disclaimer. Other features, such as graphics, logos,
4 forms, and large buttons, distract consumers from the inconspicuous disclosure. In addition,
5 consumers who interacted with Defendants’ websites prior to late 2012 saw no disclosure on the
6 Landing Page. (Exhibit 3)

7 36. On Defendants’ websites, a second purported disclosure has appeared in a hyperlink on
8 the Social Security Form, below the field where consumers enter their Social Security number
9 and birthdate. (Exhibit 6) Sandwiched between the logos for security firms McAfee and
10 VeriSign and the brightly colored “Continue” button, is small black text that typically states:

11 By clicking on the ‘Continue’ button below, you agree to the Offer Details, to the
12 Terms and Conditions, acknowledge receipt of our Privacy Policy and agree to its
13 terms

14 The “Offer Details” link triggers a small pop-up window that reads:

15 By submitting your secure order you will be immediately charged a \$1 refundable
16 processing fee, be eligible to receive your 3 Free Credit Scores, and begin your
17 trial membership in ScoreSense credit monitoring. At the end of the 7-day trial
18 period, your credit/debit card will be charged \$29.95 on a monthly basis until you
19 call to cancel. You can cancel by calling 1-800-972-7204.

20 The majority of consumers did not click on the Offer Details link, and thus failed to see this
21 disclosure. The Offer Details pop-up is materially similar to the pop-up window in Exhibit 13.

22 37. On Defendants’ websites, the last purported disclosure appears on the Payment Form.
23 (Exhibit 9) The Payment Form contains a graphic showing the consumer’s debt, the payment
24 field, security firm logos, and a large “View Scores” button. The page also features a side panel
25 that contains various information about credit scores and credit profiles. The side panel contains
26 a box titled “Offer Details” that describes Defendants’ \$29.95 per month continuity plan.

27 However, many consumers did not see this disclosure. The offer details box is in white font on a
28 light gray background, a color combination that one of Defendants’ employees noted “has been

1 known to cause seizures in lab rats.” The offer details box is also in small print and on the right
2 side of the page away from the credit card field. Consumers’ eyes are not drawn to the gray side
3 panel, but instead to the credit card field and large orange button below the credit card field that
4 states, “View Scores.”

5 38. Until March 2013, consumers who used a mobile device to accept Defendants’ free credit
6 score offer were even less likely than desktop users to see Defendants’ disclosures because the
7 mobile sign-up path did not contain any disclosures about the recurring charge.

8 Defendants’ Cancellation Policy

9 39. Consumers who want to stop recurring charges for Defendants’ credit monitoring
10 program must call Defendants’ toll-free customer service number. Defendants do not permit
11 consumers to cancel their membership online or via email.

12 40. Many consumers have called Defendants’ customer service number to cancel their
13 membership and to request a refund. In numerous instances, consumers informed Defendants’
14 agents that they were unaware that they had been enrolled in Defendants’ credit monitoring
15 program. Some consumers had to call Defendants’ customer service department multiple times
16 to cancel their membership in the program.

17 41. In numerous instances, Defendants denied refunds to consumers who claimed they did
18 not knowingly enroll in Defendants’ credit monitoring program.

19 **VIOLATIONS OF THE FTC ACT**

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

22 43. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or
23 practices prohibited by Section 5(a) of the FTC Act.

24 **Count 1**

25 **Failure to Adequately Disclose Offer Terms**

26 44. Through the means described in Paragraphs 16 to 38, above, Defendants have
27 represented, directly or indirectly, expressly or by implication, that consumers could obtain their
28 credit score for free or for a \$1 processing fee.

45. In numerous instances in which Defendants have made the representation set forth in Paragraph 44, above, Defendants have failed to disclose, or failed to disclose adequately, to consumers the material terms and conditions related to the costs of the offer, including:

- a. That Defendants would automatically enroll consumers in a negative option continuity plan with additional charges;
- b. That consumers must affirmatively cancel the negative option continuity plan before the end of a trial period to avoid additional charges;
- c. That Defendants would use consumers' credit card information to charge consumers monthly for the negative option continuity plan;
- d. The costs associated with the negative option continuity plan; and
- e. The means consumers must use to cancel the negative option program to avoid additional charges.

46. Defendants' failure to disclose or disclose adequately the material information described in Paragraph 45, above, in light of the representation described in Paragraph 44, above, constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE RESTORE ONLINE SHOPPERS' CONFIDENCE ACT

47. In 2010, Congress passed the Restore Online Shoppers' Confidence Act, 15 U.S.C. §§ 8401 *et seq.*, which became effective on December 29, 2010. Congress passed ROSCA because "[c]onsumer confidence is essential to the growth of online commerce. To continue its development as a marketplace, the Internet must provide consumers with clear, accurate information and give sellers an opportunity to fairly compete with one another for consumers' business." Section 2 of ROSCA, 15 U.S.C. § 8401.

48. Section 4 of ROSCA, 15 U.S.C. § 8403, generally prohibits charging consumers for goods or services sold in transactions effected on the Internet through a negative option feature, as that term is defined in the Commission's Telemarketing Sales Rule ("TSR"), 16 C.F.R. § 310.2(u), unless the seller (1) clearly and conspicuously discloses all material terms of the transaction before obtaining the consumer's billing information, (2) obtains the consumer's

1 express informed consent before making the charge, and (3) provides a simple mechanism to
2 stop recurring charges. *See* 15 U.S.C. § 8403.

3 49. The TSR defines a negative option feature as: “in an offer or agreement to sell or provide
4 any goods or services, a provision under which the consumer’s silence or failure to take an
5 affirmative action to reject goods or services or to cancel the agreement is interpreted by the
6 seller as acceptance of the offer.” 16 C.F.R. § 310.2(u).

7 50. As described in Paragraphs 16 to 38, above, Defendants have advertised and sold
8 Defendants’ credit monitoring program to consumers through a negative option feature as
9 defined by the TSR. *See* 16 C.F.R. § 310.2(u).

10 51. Pursuant to Section 5 of ROSCA, 15 U.S.C. § 8404, a violation of ROSCA is a violation
11 of a rule promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a.

12 **Count 2**

13 **Failure to Disclose All Material Terms**

14 52. In numerous instances, Defendants have charged or attempted to charge consumers for
15 Defendants’ credit monitoring program through a negative option feature while failing to clearly
16 and conspicuously disclose all material terms of the transaction before obtaining consumers’
17 billing information.

18 53. Defendants’ acts or practices, as described in Paragraph 52, above, constitute a violation
19 of Section 4(1) of ROSCA, 15 U.S.C. § 8403(1), and are therefore a violation of a rule
20 promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a.

21 **Count 3**

22 **Failure to Obtain Consumers’ Express Informed Consent**

23 54. In numerous instances, Defendants have charged or attempted to charge consumers for
24 Defendants’ credit monitoring program through a negative option feature while failing to obtain
25 consumers’ express informed consent before charging their credit card, debit card, bank account,
26 or other financial account for Defendants’ credit monitoring program.

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28 ///

55. Defendants' acts or practices, as described in Paragraph 54, above, constitute a violation of Section 4(2) of ROSCA, 15 U.S.C. § 8403(2), and are therefore a violation of a rule promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a.

Count 4

Failure to Provide a Simple Cancellation Method

56. In numerous instances, Defendants have charged or attempted to charge consumers for Defendants' credit monitoring program through a negative option feature while failing to provide simple mechanisms for consumers to stop recurring charges from being placed on their credit card, debit card, bank account, or other financial account.

57. Defendants' acts or practices, as described in Paragraph 56, above, constitute a violation of Section 4(3) of ROSCA, 15 U.S.C. § 8403(3), and are therefore a violation of a rule promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a.

VIOLATIONS OF ILLINOIS LAW

Count 5

58. Defendants have engaged in a course of trade or commerce which constitutes unfair and deceptive acts or practices declared unlawful under Section 2 of the Illinois Consumer Fraud Act, 815 ILCS § 505/2, in connection with marketing and selling free credit scores by:

- a. Failing to clearly and conspicuously disclose the material fact that consumers were being signed up for a 7-day free trial which would automatically bill consumers' credit cards until they cancelled by telephone;
- b. Unfairly assessing a monthly charge against consumers' credit cards without obtaining the express, informed consent of consumers to assess such charges;
- c. Representing expressly or by implication that Defendants offer free credit scores when, in fact, access to such credit scores cost consumers \$1;
- d. Misrepresenting the purpose for obtaining a consumer's credit or debit card number; and
- e. Failing to honor consumer cancellation requests.

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VIOLATIONS OF OHIO LAW**Count 6**

59. Defendants have engaged in unfair and deceptive acts and practices in violation of the Ohio Consumer Sales Practices Act, O.R.C. § 1345.02, the Exclusions and Limitations in Advertisements Rule, O.A.C. 109:4-3-02, the Use of Word 'Free' Etc. Rule, O.A.C. 109:4-3-04, and the Substantiation of Claims in Advertising Rule, O.A.C. 109:4-3-09, in connection with their solicitation and provision of credit monitoring services by:

- a. Misrepresenting, directly or by implication, that consumers could obtain their credit score for free or for a \$1 processing fee; and
- b. Failing to disclose all material terms of the transaction, including:
 - i. The fact that Defendants would automatically enroll consumers in a negative option continuity plan that required consumers to affirmatively cancel to avoid additional charges;
 - ii. The fact that Defendants would use consumers' credit card information to charge them monthly for the negative option continuity plan;
 - iii. The costs associated with the negative option continuity plan; and
 - iv. The means consumers must use to cancel.

60. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, O.R.C. §§ 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to O.R.C. § 1345.05(A)(3).

CONSUMER INJURY

61. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, ROSCA, and the laws of the State of Illinois and the State of Ohio. In addition, Defendants have been unjustly enriched as a result of their unlawful 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.

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THIS COURT'S POWER TO GRANT RELIEF

62. 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.

63. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 5 of ROSCA, 15 U.S.C. § 8404, authorize this Court to enjoin Defendants' further violations of ROSCA.

64. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow Plaintiff State of Illinois to enforce its state law claims against Defendants in this Court for violations of the Illinois Consumer Fraud Act, 815 ILCS §§ 505/1 *et seq.*, and to grant such relief as provided under state law, including injunctive relief, restitution, and such other relief to which the State of Illinois may be entitled. Section 7 of the Illinois Consumer Fraud Act, 815 ILCS § 505/7, authorizes this Court to grant civil penalties, injunctions, and other relief the Court deems appropriate. Section 6 of ROSCA, 15 U.S.C. § 8405, also authorizes this Court to grant relief the Court deems appropriate.

65. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow Plaintiff State of Ohio to enforce its state law claims against Defendants in this Court for violations for the Ohio Consumer Sales Practices Act, O.R.C. §§ 1345.01 *et seq.*, and to grant such relief as provided under state law, including injunctive relief, declaratory judgment, restitution, civil penalties, and such other relief to which the State of Ohio may be entitled. Section 6 of ROSCA, 15 U.S.C. § 8405, also authorizes this Court to grant relief the Court deems appropriate.

PRAYER FOR RELIEF

Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b, Section 5 of ROSCA, 15 U.S.C. § 8404, and the Court's own equitable powers, and Plaintiffs State of Illinois and State of Ohio, pursuant to Section 6 of ROSCA, 15 U.S.C. § 8405, and applicable state law, request that the Court:

1 A. Enter a permanent injunction to prevent future violations of the FTC Act, the
2 Illinois Consumer Fraud Act, the Ohio Consumer Sales Practices Act, and ROSCA by
3 Defendants;

4 B. Award such relief as the Court finds necessary to redress injury to consumers
5 resulting from Defendants' violations of the FTC Act, the Illinois Consumer Fraud Act, the Ohio
6 Consumer Sales Practices Act, and ROSCA, including but not limited to rescission or
7 reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-
8 gotten monies; and

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1 C. Award Plaintiffs the costs of bringing this action, as well as such other and
2 additional relief as the Court may determine to be just and proper.

3 Dated: Nov. 12, 2014

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5 Respectfully submitted,

6 JONATHAN E. NUECHTERLEIN
General Counsel

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8 SARAH E. SCHROEDER
9 KENNETH H. ABBE
10 EVAN ROSE
11 YAN FANG
Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

12
13 MIKE DEWINE
Attorney General

14
15 JEFFREY R. LOESER
16 Attorney for Plaintiff
STATE OF OHIO

LISA MADIGAN
Attorney General

17 
18 PAUL A. ISAAC
19 Attorney for Plaintiff
20 STATE OF ILLINOIS

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3 Dated: Nov. 12, 2014

4 Respectfully submitted,

5
6 JONATHAN E. NUECHTERLEIN
General Counsel

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8 SARAH E. SCHROEDER
9 KENNETH H. ABBE
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10 YAN FANG
Attorneys for Plaintiff
11 FEDERAL TRADE COMMISSION

LISA MADIGAN
Attorney General

PAUL A. ISAAC
Attorney for Plaintiff
STATE OF ILLINOIS

12
13 MIKE DEWINE
Attorney General

14 

15 JEFFREY R. LOESER
16 Attorney for Plaintiff
STATE OF OHIO

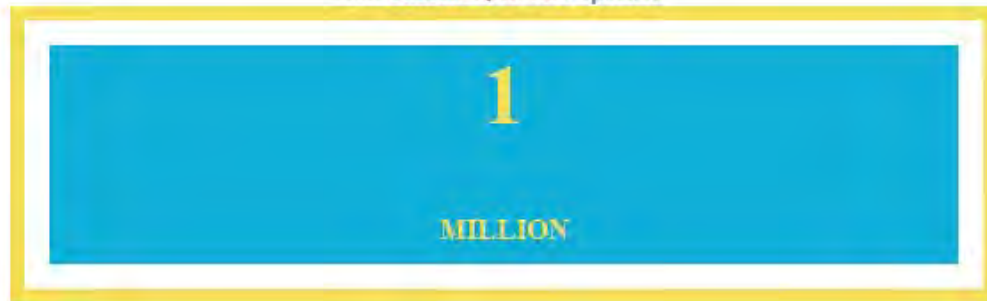


From: [REDACTED]
To: [REDACTED]
Sent: Tue, Mar 12, 2013
Subject: [REDACTED], Your Complimentary Credit Scores Are Waiting For You

FreeScore360

Powered By ScoreSense

TransUnionEQUIFAXExperien



What's **Your** Credit Rating?

301-600
Poor
600-700
Good
700-849
Excellent

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Dallas, Texas 75505

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Your Complete Credit Score Source

TransUnion **EQUIFAX** Experian



YOUR CREDIT SCORES

TransUnion	Experian	Equifax
776	760	714

WHERE YOU RANK

TransUnion	Experian	Equifax
200 300 400 500 600 700 800 900 1000	200 300 400 500 600 700 800 900 1000	200 300 400 500 600 700 800 900 1000

Delivered in Seconds!

HOW YOU COMPARE

TransUnion	Experian	Equifax
0% 20% 40% 60% 80% 100%	0% 20% 40% 60% 80% 100%	0% 20% 40% 60% 80% 100%

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with your 7-day ScoreSense® Trial

First Name:

Last Name:

Email:

Zip Code:

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Get Yours Now

Checking your credit will NOT harm your score!

You Will Receive:

- TransUnion, Equifax, Experian Scores ([View a Sample](#))
- Daily Credit Monitoring & Alerts
- Your Scores Delivered in Seconds*

Why do I need to check my Credit Score?

A good credit score is your passport to competitive interest rates for mortgages, cars, credit card offers, job offers, insurance premiums and more. A strong score is worth money because it saves you in excess costs.





Credit FAQs

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- ✓ Daily Credit Monitoring and Alerts
- ✓ \$1,000,000 ID Theft Insurance*



First Name

Last Name

Email

Zip Code

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Familiarizing yourself with the credit report process and ensuring that your credit report does not contain errors is crucial to strong financial security. The 3 national credit reporting agencies: **Experian, Equifax and TransUnion** - gather information for your credit report, update your credit report, and provide your credit report to landlords, businesses, and employers who need to assess your financial responsibility.

Why Is It Important To View My Credit Report?

It is prudent to view your credit report on a frequent basis for fraudulent activity. If someone has accessed your Social Security number, very little additional information is required to commit

Free 7-Day trial when you order your 3 Free Credit Scores. Membership is then just \$29.95 per month until you call to cancel.



TransUnion EQUIFAX Experian



[Member Login](#)



Get Your Credit Scores From All 3 Bureaus

- TransUnion, Equifax, Experian Scores ([View a Sample](#))
- Daily Credit Monitoring & Alerts
- New Credit Reports and Scores each month
- \$1,000,000 ID Theft Insurance**



Get Yours Now ➔



Checking your credit will NOT harm your score!



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* Credit scores and ranking shown above are examples only.

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TransUnion

675

Your credit score rating is Good

EQUIFAX

786

Your credit score rating is Great

Experian

598

Your credit score rating is Poor

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START HERE

First Name:

Last Name:

Email:

Zip Code:

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Why do I need to check my Credit Score?

A good credit score is your passport to competitive interest rates for mortgages, cars, credit card offers, job offers, insurance premiums and more. A strong score is worth money because it saves you in excess costs.

Checking your credit will NOT harm your score!

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TransUnion **Equifax** Experian

1. Complete **2. Verify** **3. Confirm**

Your Information - All Fields Required

First Name: Last Name:

Address: City: State: Zip Code:

Phone: - - Why do we need this?

What is the primary reason for checking your credit scores? (Optional)

☐ Just Curious ☐ Fix My Credit ☐ Improve Credit Score ☐ Recently Denied Credit
☐ Get Out of Debt ☐ Victim of ID Theft ☐ Buying a Car ☐ Buying a Home

Account Setup

Email: (This is your username)

Create your Password:

Verify your Password:

Choose a Secret Question:
What is your mother's middle name?

Answer the Secret Question:

SECURE SITE
Your privacy and security are protected.

High Scores Credit Bureau

TransUnion, Equifax, Experian Scores
 Daily Credit Monitoring & Alerts
 New Scores Delivered in Seconds

675
 786
 598

Tips for creating a secure password

- Do not use names of spouses or children
- Do not use phone numbers
- Do not use your Social Security Number
- Do not use your username as a password
- Do not use words that can be found in a dictionary
- Use numbers in place of letters ("3" instead of "E")

Complaint Exhibit 5

Get Your Free 3 Credit Scores from ScoreSense - Internet Explorer, optimized for Bing and MSN

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Get Your Free 3 Credit Scores from ScoreSense

Question:
According to our records, you currently own, or have owned within the past year, one of the following vehicles. Please select the vehicle that you purchased or leased prior to March 2013 from the following choices:

☒ PRAIRIE VILLAGE
☐ NONE OF THE ABOVE

Question:
According to your credit profile, you may have opened a mortgage loan in or around June 2003. Please select the lender to whom you currently make your mortgage payments. If you do not have a mortgage, select NONE OF THE ABOVE/DOES NOT APPLY.

☐ [REDACTED]
☐ [REDACTED]
☐ [REDACTED]
☒ NONE OF THE ABOVE/DOES NOT APPLY

Question:
Which of the following institutions do you have a bank account with? If there is not a matched bank name, please select NONE OF THE ABOVE.

☐ [REDACTED]
☐ [REDACTED]
☐ [REDACTED]
☐ [REDACTED]
☐ NONE OF THE ABOVE

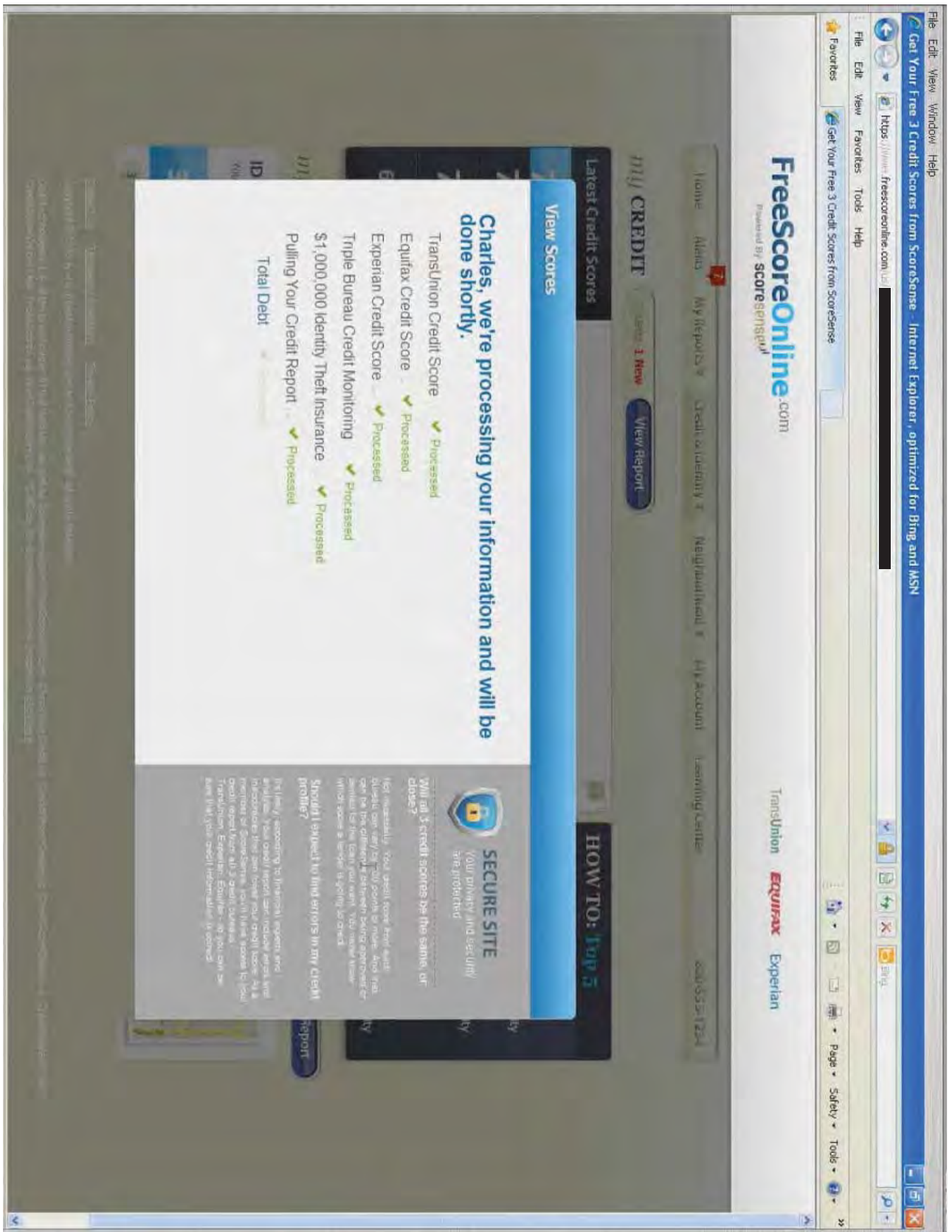
Submit

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Verified Secure

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\$1,000,000 Identity Theft Insurance Processed

Pulling Your Credit Report Processed

	Total Debt	Average Consumer	Yours
	Processed	Processed	Processed
	\$53,267	\$148,891	

Information processed...

Charles, your credit scores are ready!

Verification Information

Tell us which card you would like to use for your \$1.00 refundable processing fee.

I am using as: ☒ Credit Card ☐ Debit Card

Name on Card:

Card Number:

Card Type: Visa

Expiration Date: Month Year

View Scores

McAfee SECURE TESTED

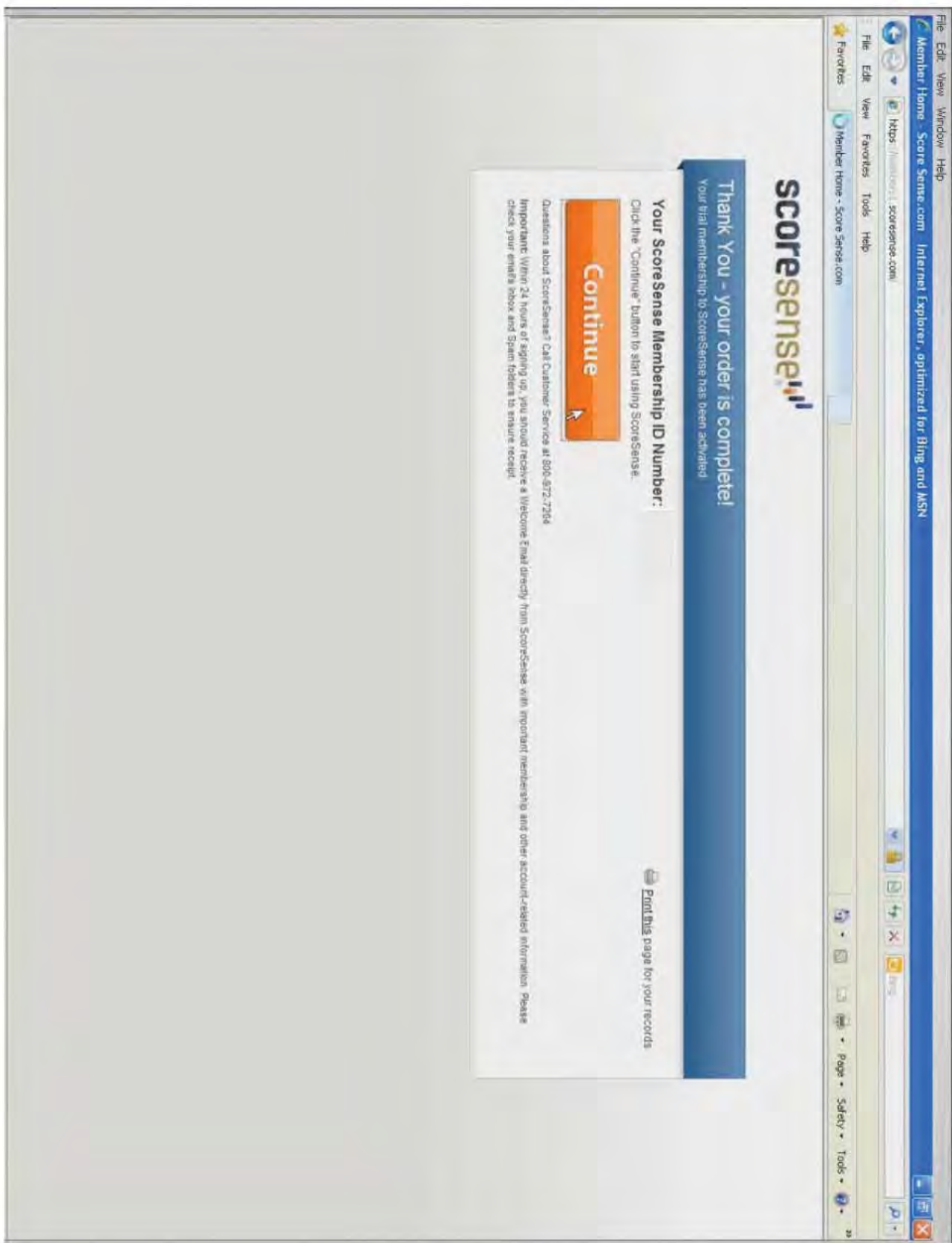
Version 10.0.0.0

Offer Details

By submitting your secure order you will be immediately charged a \$1 refundable processing fee, but eligible to receive your 3 Free Credit Scores. And that's your trial membership in ScoreSense credit monitoring. At the end of the 7-day trial period, your credit/debit card will be charged \$19.99 on a monthly basis until you cancel. You can cancel by calling 1-800-972-7204.

Should I expect to find errors in my credit profile?

In many, reporting is not perfect and errors are common. Your credit report can include errors that are not reported to the credit bureaus. And it's important to get ScoreSense credit monitoring to find out about them all. Credit bureaus - TransUnion, Equifax, Experian - do not tell you about your credit information to you.





IOS - Apple

