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

13 FEDERAL TRADE COMMISSION,  
14 STATE OF ILLINOIS, and  
15 STATE OF OHIO,  
16 Plaintiffs,

17 v.

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

CASE NO.

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

23 Plaintiffs, the Federal Trade Commission (“FTC”), the State of Illinois, and the State of  
24 Ohio, for their Complaint allege:

25 1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission  
26 Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and Section 5 of the Restore Online Shoppers’  
27 Confidence Act (“ROSCA”), 15 U.S.C. § 8404, to obtain permanent injunctive relief, rescission  
28 or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten

1 monies, and other equitable relief for Defendants' acts or practices in violation of Section 5(a) of  
2 the FTC Act, 15 U.S.C. § 45(a), and in violation of Section 4 of ROSCA, 15 U.S.C. § 8403.

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

9 3. The State of Ohio brings this action under the Ohio Consumer Sales Practices Act,  
10 Chapter 1345 of the Ohio Revised Code, O.R.C. §§ 1345.01 *et seq.*, and Section 6 of ROSCA,  
11 15 U.S.C. § 8405, to obtain a preliminary and permanent injunction and restitution against  
12 Defendants for engaging in deceptive acts or practices in violation of the Ohio Consumer Sales  
13 Practices Act, O.R.C. §§ 1345.01 *et seq.*, and in violation of Section 4 of ROSCA, 15 U.S.C.  
14 § 8403.

15 **JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT**

16 4. This Court has subject matter jurisdiction over the FTC's claims pursuant to 28 U.S.C.  
17 §§ 1331, 1337(a), and 1345; 15 U.S.C. §§ 45(a), 53(b), and 57b; and Section 5(a) of ROSCA, 15  
18 U.S.C. § 8404(a).

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

22 6. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(2) and (b)(3), and 15 U.S.C.  
23 § 53(b).

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

26 **PLAINTIFFS**

27 8. The FTC is an independent agency of the United States Government created by statute.  
28 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.

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

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

13 46. Defendants' failure to disclose or disclose adequately the material information described  
14 in Paragraph 45, above, in light of the representation described in Paragraph 44, above,  
15 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C.  
16 § 45(a).

17 **VIOLATIONS OF THE RESTORE ONLINE SHOPPERS' CONFIDENCE ACT**

18 47. In 2010, Congress passed the Restore Online Shoppers' Confidence Act, 15 U.S.C.  
19 §§ 8401 *et seq.*, which became effective on December 29, 2010. Congress passed ROSCA  
20 because "[c]onsumer confidence is essential to the growth of online commerce. To continue its  
21 development as a marketplace, the Internet must provide consumers with clear, accurate  
22 information and give sellers an opportunity to fairly compete with one another for consumers'  
23 business." Section 2 of ROSCA, 15 U.S.C. § 8401.

24 48. Section 4 of ROSCA, 15 U.S.C. § 8403, generally prohibits charging consumers for  
25 goods or services sold in transactions effected on the Internet through a negative option feature,  
26 as that term is defined in the Commission's Telemarketing Sales Rule ("TSR"), 16 C.F.R.  
27 § 310.2(u), unless the seller (1) clearly and conspicuously discloses all material terms of the  
28 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.

27 ///

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**

1  
2 62. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive  
3 and such other relief as the Court may deem appropriate to halt and redress violations of any  
4 provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction,  
5 may award ancillary relief, including rescission or reformation of contracts, restitution, the  
6 refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any  
7 violation of any provision of law enforced by the FTC.

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

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

18 65. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow Plaintiff  
19 State of Ohio to enforce its state law claims against Defendants in this Court for violations for  
20 the Ohio Consumer Sales Practices Act, O.R.C. §§ 1345.01 *et seq.*, and to grant such relief as  
21 provided under state law, including injunctive relief, declaratory judgment, restitution, civil  
22 penalties, and such other relief to which the State of Ohio may be entitled. Section 6 of ROSCA,  
23 15 U.S.C. § 8405, also authorizes this Court to grant relief the Court deems appropriate.

**PRAYER FOR RELIEF**

24  
25 Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C.  
26 §§ 53(b), 57b, Section 5 of ROSCA, 15 U.S.C. § 8404, and the Court's own equitable powers,  
27 and Plaintiffs State of Illinois and State of Ohio, pursuant to Section 6 of ROSCA, 15 U.S.C.  
28 § 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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C. Award Plaintiffs the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: Nov. 12, 2014

Respectfully submitted,

JONATHAN E. NUECHTERLEIN  
General Counsel  


LISA MADIGAN  
Attorney General  


SARAH E. SCHROEDER  
KENNETH H. ABBE  
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PAUL A. ISAAC  
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Attorney General

JEFFREY R. LOESER  
Attorney for Plaintiff  
STATE OF OHIO



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

Dated: Nov. 12, 2014

Respectfully submitted,

JONATHAN E. NUECHTERLEIN  
General Counsel



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JEFFREY R. LOESER  
Attorney for Plaintiff  
STATE OF OHIO

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 free credit report - Google Search - Internet Explorer - optimized for Bing and MSN  
 http://www.google.com/... free credit report - Google Search  
 free credit report - Google Search  
 About 568,000,000 results (0.25 seconds)  
 Ads related to free credit report ①  
**FreeCreditReport.com® - See Your Credit Report in Seconds**  
 www.freecreditreport.com/Official  
 Easy to Read and Viewable Online!  
 Get Started Now All 3 Reports and 3 Scores  
 Experian Report & Score  
**Experian® - Official Site - Experian.com**  
 www.experian.com/  
 Get Your \$1 Report & Score From America's #1 Trusted Online Source.  
 Experian has 824 followers on Google+  
 Get Your Experian® Credit Report - See Your Experian® Credit Score - Official Site  
**3 Bureau Credit Report - freescoreonline.com**  
 www.freescoreonline.com/  
 View your latest Credit Scores from All 3 bureaus in 60 seconds for \$0!  
 More than a Credit Report - Free Credit Scores - Identify Theft Insurance  
**AnnualCreditReport**  
 https://www.annualcreditreport.com/  
 Request your free annual credit report. It's QUICK, EASY and SECURE. START HERE to view and print your credit report now. Select Your State, Alabama ...  
**Free Credit Report & History | FreeCreditReport.com® Official**  
 www.freecreditreport.com/  
 Check & See Your Free Credit Report & History In Seconds. It's Fast, Easy and \$0.  
 Get Yours From The Official FreeCreditReport.com® Now.  
 Free Credit Report Login - My Free Credit Report - Free Credit Report Questions  
**Free Credit Reports | Consumer Information**  
 www.consumer.ftc.gov/article/155-free-credit-reports  
 Visit annualcreditreport.com to get your free credit report. The Fair Credit Reporting Act (FCRA) requires each of the nationwide credit reporting companies ...  
 National Free Credit Report  
 Sign in  
 Web Images Maps Play YouTube News Gmail Drive Calendar More  
 Search free credit report  
 Ads ①  
**Free Credit Score in 2013**  
 www.creditreport.com/  
 Your report and score, online fast.  
 We've Delivered 1 Million+ in 2013!  
**100% Free 3 Credit Scores**  
 freescoreandmore.com/Credit-Scores  
 View Your 3 Bureau Credit Scores.  
 You Need to See All 3 - w/Free Trial  
**TransUnion® Official Site**  
 www.transunion.com/FreeReport  
 Free and Fast Credit Score  
 Total Protection From All 3 Bureaus  
**3 Free Credit Scores**  
 www.equifax.com/  
 Equifax® Help Guard Your Identity.  
 Sign up for a Free Trial!  
**All 3 Reports & Scores**  
 www.creditchecktotal.com/  
 See All 3 National Credit Scores &  
 3 Reports Instantly & Online for \$1  
**FreeCreditscore.com™**  
 www.freescore.com/OfficialSite  
 A Good Credit Score = 700 & Above.  
 See Yours in 2 Easy Steps for \$0  
**3 Bureau Report & Scores**  
 www.ultimatecreditscores.com/Report  
 See Your 3 Bureau Report & Scores.  
 View Your Report Now! w/ \$1 Trial.  
**3 Bureau Report \$12.95**

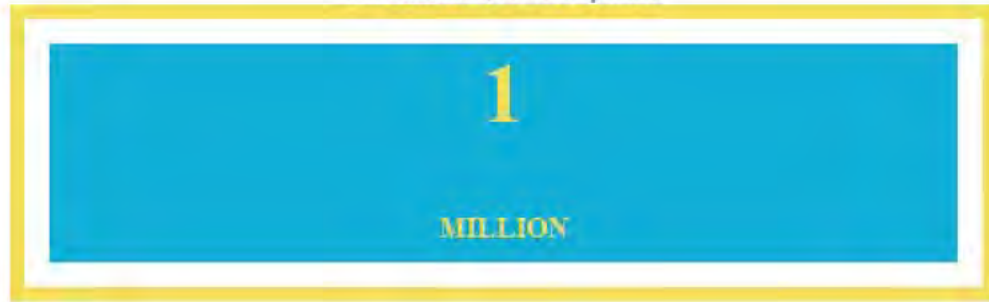


From: [REDACTED]  
To: [REDACTED]  
Sent: Tue, Mar 12, 2013  
Subject: [REDACTED], Your Complimentary Credit Scores Are Waiting For You

## FreeScore360

Powered By ScoreSense

TransUnionEQUIFAXExperien



# What's **Your** Credit Rating?

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

**Get Your Free Credit Score  
From All 3 Bureaus Now!**

When you Begin Free ScoreSense Trial

[See your Rating Now](#)

ScoreSense  
4447 North Central Expressway, Suite 110 PMB 406  
Dallas, Texas 75505

This email was sent to you because you requested we contact you about update and promotions. To unsubscribe, [Click here](#)



TransUnion **EQUIFAX** Experian



**YOUR CREDIT SCORES**

TransUnion	Experian	Equifax
<b>776</b>	<b>760</b>	<b>714</b>

# Get Your 3 Free Credit Scores Plus Your 3-in-1 Credit Report for \$1

with your 7-day ScoreSense® Trial

**Delivered in Seconds!**

First Name:

Last Name:

Email:

Zip Code:

I am interested in receiving special offers from ScoreSense and partners.



**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](#)

FreeScoreOnline.com  
Powered by SCORESENSE

Home | Member Login | Credit Tips | Sample Report | FAQ



# Get Your 3 FREE Credit Scores Plus Your 3-in-1 Credit Report for \$1

With your 7-day ScoreSense® Trial

You Will Receive:



✓ TransUnion, Equifax, Experian Scores

✓ Daily Credit Monitoring and Alerts

✓ \$1,000,000 ID Theft Insurance\*

First Name

Last Name

Email

Zip Code

I am interested in receiving special offers from ScoreSense and partners.

**Get Yours Now**

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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 un il 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!

### 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 Score Rating

[Credit FAQs](#)

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Identity Theft Insurance underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions. Coverage is not available to residents of New York.

\* Credit scores and ranking shown above are examples only.

\*\* Identity theft insurance underwritten by subsidiaries or affiliates of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all the terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions. Download the [PLAN SUMMARY](#) for more details.

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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.

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Powered by **SCORESENSE**

TransUnion **EQUIFAX** Experian

5 MILLION MEMBERS ONLINE

Canada United Kingdom

## Get Your Free Credit Scores From All 3 Bureaus

with your 7-day ScoreSense® Trial

### YOUR CREDIT SCORES

<b>TransUnion</b> <b>675</b> Your credit score rating is Good.	<b>EQUIFAX</b> <b>786</b> Your credit score rating is Great.	<b>Experian</b> <b>598</b> Your credit score rating is Poor.
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**Delivered in Seconds!**

### START HERE

First Name:

Last Name:

Email:

Zip Code:

I am interested in receiving special offers from ScoreSense and partners.

**View Your Free Scores Now**

**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!

**McAfee SECURE** TESTED 10-APR

**VeriSign Secured** VERIFY

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 https://www.freescoreonline.com/

FreeScoreOnline.com  
 Powered by scoreSense

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     Pay 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.

TransUnion    Equifax    Experian

High Score Credit Bureau

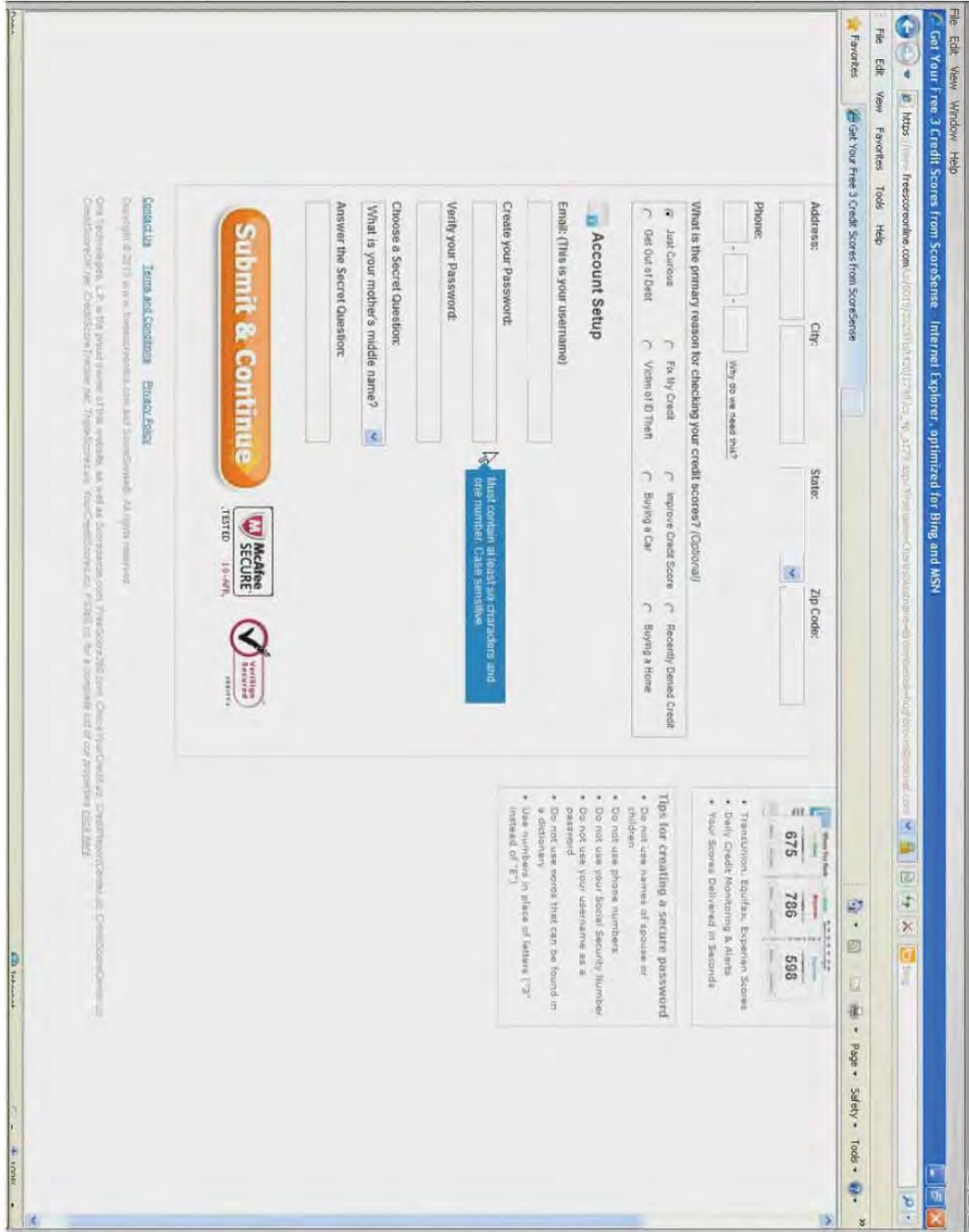
TransUnion	Equifax	Experian
675	766	598

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

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")





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 Powered By **score**net1994

TransUnion **EQUIFAX** Experian

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

All fields required  
 All the information you provide is transmitted over a safe and secure connection

Social Security Number:   
 Date of Birth:     
 Month  Day  Year

Your social security number is needed to confirm your identity and retrieve your credit data

**McAfee SECURE** **VeriSign**  
 TESTED 10-APE

By clicking on the "Continue" button below, you agree to the [Offer Details](#), to the [Terms and Conditions](#), acknowledge receipt of our [Privacy Policy](#) and agree to its terms, and confirm your authorization for ScoreSense to obtain your credit profile from any consumer reporting agency for your own use, to confirm your identity to avoid fraudulent transactions in your name, and to monitor your credit for changes.

**Continue**

**SECURE SITE**  
 Your privacy and security are protected

Keep Your Credit Score

TransUnion	675
Equifax	786
Experian	598

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

**Privacy Policy**  
 We understand how important your privacy is to you, so we are committed to assuring your privacy. We use SSL-encryption technology when transferring and storing consumer data on our and our affiliates' servers to protect your personal information. Additional information on how your personal information is used and disclosed is contained in our complete [Privacy Policy](#).

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 CreditSense, The CreditSense Trustee, Inc. (TCS) and TransUnion Source FSCN for a complete full disclosure of our privacy policies.

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1. Complete 2. Verify 3. Confirm

**ID Verification Questions**  
In order to keep your personal information safe, please answer the following identity verification questions. When you answer all of the questions correctly, you'll receive full access to your credit scores and all the great ScoreSense.com benefits.

**Question:**  
Please select the city that you have previously resided in.

Select One:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- NONE OF THE ABOVE

**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:

Select One:

- [Redacted]
- [Redacted]
- [Redacted]
- 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".

Select One:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

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PRIMAIRE VILLAGE  
 PRAIRIE VILLAGE  
 NONE OF THE ABOVE

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:

Select One:

[REDACTED]  
 [REDACTED]  
 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.

Select One:

[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.

Select One:

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

McAfee SECURE 100% TESTED

Submit

VeriSign VERIFIED

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 FreescoreOnline.com  
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Home Alerts My Reports Credit & Identity Neighborhood My Account Learning Center  
 my CREDIT 1 New View Report  
 Latest Credit Scores

**View Scores**

**Charles, we're processing your information and will be done shortly.**

- TransUnion Credit Score Processed
- Equifax Credit Score Processed
- Experian Credit Score Processed
- Triple Bureau Credit Monitoring Processed
- \$1,000,000 Identity Theft Insurance Processed
- Pulling Your Credit Report Processed
- Total Debt

**HOW TO: TOP 5**

**SECURE SITE**  
 Your privacy and security are protected

Will all 3 credit scores be the same, or close?  
 Not necessarily. Your credit score from each bureau can vary by 20 points or more. Also, you can be too confused by the terms being approved or denied for the loan you want. You may want which score a lender is going to check.

Should I suspect to find errors in my credit profile?  
 First thing, according to financial experts and analysts, your credit report can include errors and inaccuracies that can lower your credit score. As a member of ScoreSense, learn how to use your credit report from all 3 credit bureaus: TransUnion, Equifax, Experian - so you can be sure that your credit information is correct.

11/17/14 11:11 AM

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**\$1,000,000 Identity Theft Insurance** Processed

**Pulling Your Credit Report** Processed

**Total Debt** Processed **Average Consumer** Processed

**\$53,267** **Yours** **\$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 a:  Credit Card  Debit Card

Card Type:

Name on Card:

Card Number:

Expiration Date:

**McAfee SECURE** **VeriSign**

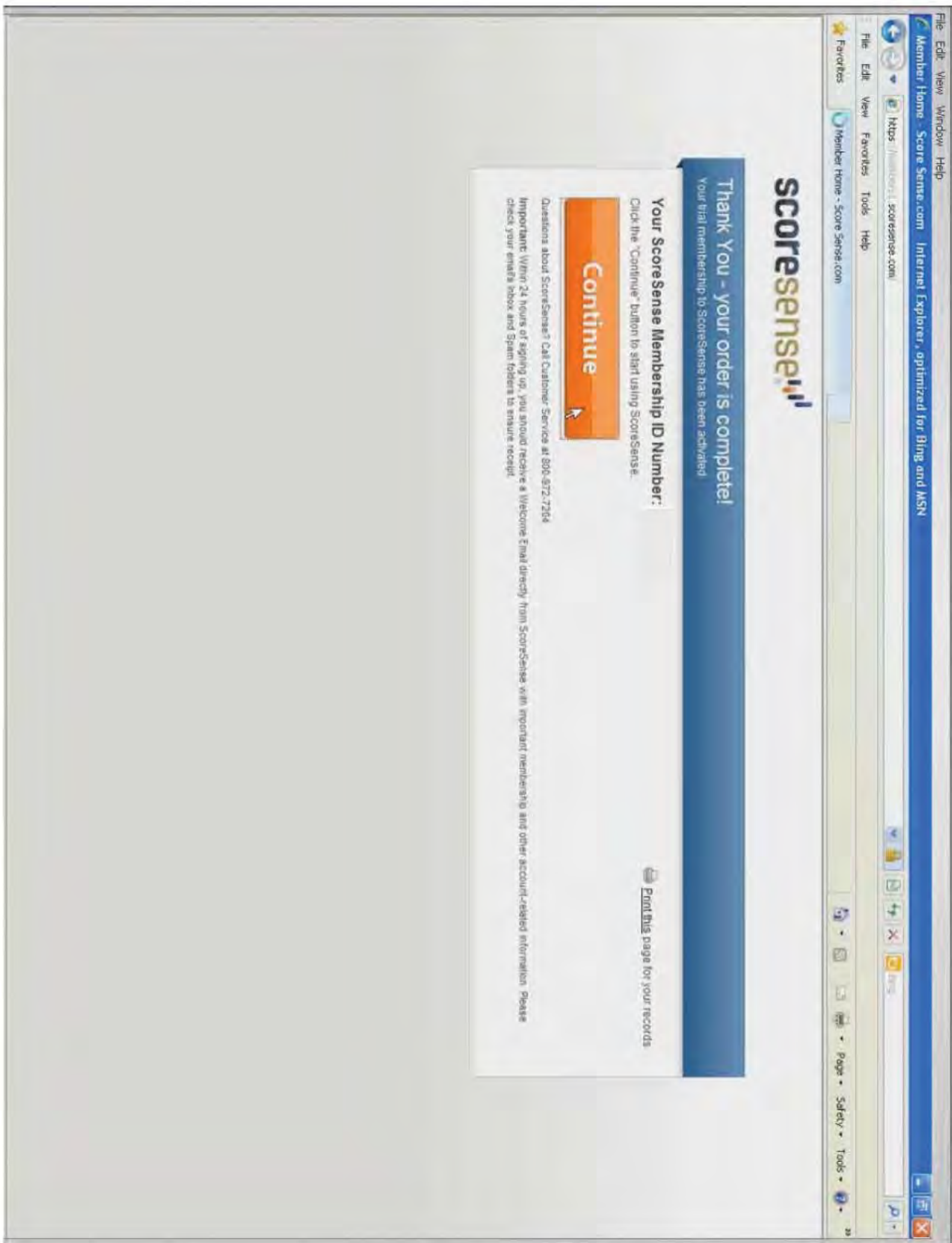
**View Scores**

**Should I expect to find errors in my credit profile?**

It's likely, according to the credit industry, you will find errors in your credit report. You can review your credit report and find errors in your credit profile. You can also dispute errors in your credit report. You can also dispute errors in your credit report. You can also dispute errors in your credit report.

**Other Details**

By submitting your score order you will be immediately charged a \$1 refundable processing fee, but eligible to receive your 3 Free Credit Scores. Not eligible for your 3 Free Credit Scores. Not eligible for your 3 Free Credit Scores. At the end of the 7-day trial period, your credit/debit card will be charged \$79.99 on a monthly basis until you cancel. You can cancel by calling 1-800-972-7204.



The screenshot shows the ScoreSense website interface. At the top, there is a navigation bar with links for Home, Alerts, Credit, My Account, and Learning Center. The main content area features a 'my Credit' section with the following data:

- Latest Credit Scores:**
  - 767** Threshold
  - 699** Experian
  - 743** Experian
- Your Credit Rating: Great** (indicated by a bar chart with 10 bars, the 7th bar from the left is highlighted in green).
- ScoreTracker:** A progress indicator showing 4 bars.
- Scorecast:** An icon showing an upward arrow and a question mark.
- Dispute Center:** An icon of a computer monitor.

Below the credit scores, there is a 'Monitor Your Identity' section with a 'Learn More' button. To the right, there is a 'How To: Top 5' section with the following list:

1. Learn the Basics: Understand credit reports and scores
2. Avoid Credit Pitfalls: Beware these common credit mistakes
3. Protect Your Identity: Smart tips for you and your family
4. Keep Your Family Safe: Important safety tips for you and your kids
5. Use ScoreSense Features: Get the most from your membership

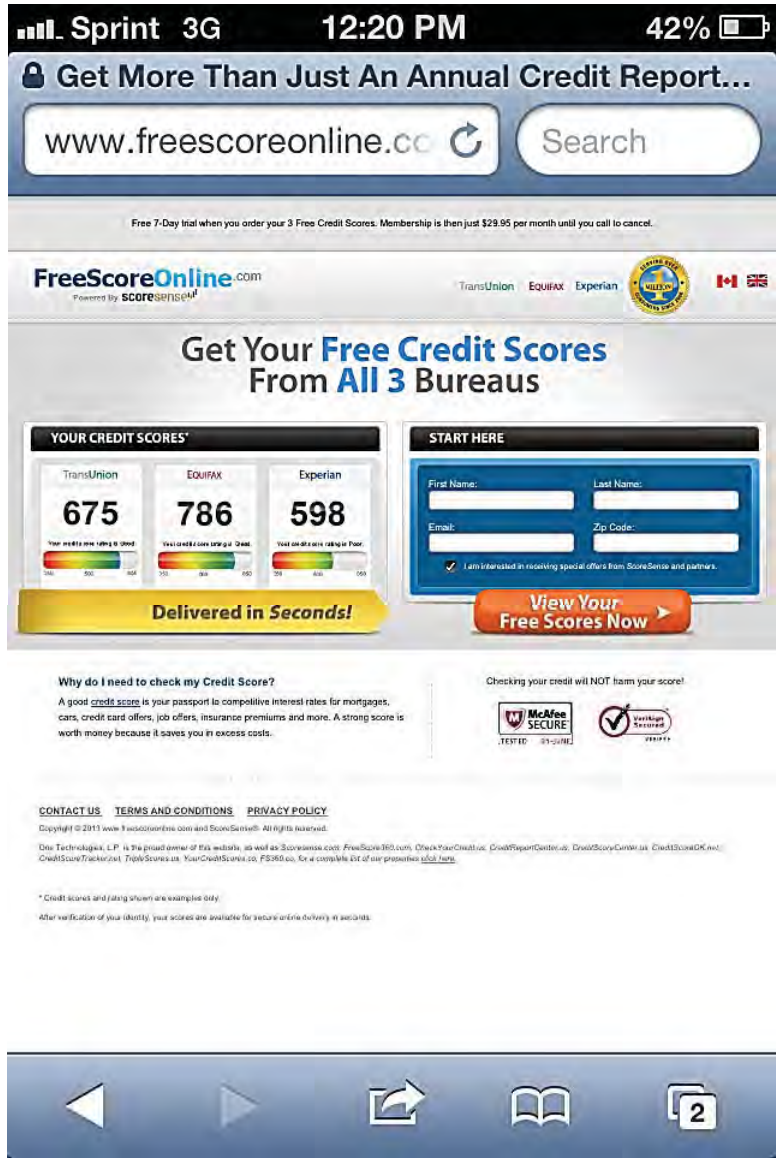
At the bottom of the page, there is a promotional banner for 'Get The Complete Monitoring Package' with a 'Learn More' button. The footer contains the text: 'ScoreSense, Inc. All rights reserved. Copyright © 2013 ScoreSense.com. All rights reserved.'



Android



IOS - Apple



The screenshot shows a web browser window displaying the FreeScoreOnline.com website. The browser's address bar shows the URL "https://www.freescoreonline.com...". The website header includes the text "FreeScoreOnline.COM" and "Offer Details - Internet Explorer...". A pop-up window is overlaid on the page, containing the following text: "By submitting your secure order you will be immediately charged a \$1 refundable processing fee, be eligible to receive your 3 Free Credit Scores, and begin your trial membership in ScoreSense's credit monitoring. At the end of the 7-day trial period, your creditdebit card will be charged \$28.55 on a monthly basis until you cancel. You can cancel by calling 1-800-972-7216." Below the pop-up, the website has a section titled "3. Confirm" with a "Continue" button. On the left side, there are logos for McAfee SECURE and Verified by Visa. At the bottom, there is a "Privacy Policy" section and a "SECURE SITE" badge with the text "Your privacy and security are protected".