

1 DAVID C. SHONKA
2 Acting General Counsel

3
4 MICHELLE L. SCHÄEFER (DC Bar No. 478773)
5 ROBERT M. FRISBY (DC Bar No. 411554)
6 Federal Trade Commission
7 600 Pennsylvania Avenue, NW
8 Mail Drop CC-9528
9 Washington, DC 20580
10 (202) 326-3515 (Schaefer Tel.)
11 (202) 326-2098 (Frisby Tel.)
12 (202) 326-3197 (Fax)
13 mschaefer@ftc.gov
14 rfrisby@ftc.gov

15 Attorneys for Plaintiff
16 FEDERAL TRADE COMMISSION

17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

15 FEDERAL TRADE COMMISSION,)
16)
17 Plaintiff,)
18 v.)
19 AAFE Products Corp., a California corporation,)
20 JBE International, LLC, a California limited)
21 liability company,)
22 BSDC, Inc., a California corporation,)
23 KADC, Inc., a California corporation,)
24 Purestrike, Inc., a California corporation,)
25)
26 BNRI Corp., fka Bernheim & Rice, Inc., a)
27 California corporation,)
28)

Case No. _____

**Complaint For Permanent
Injunction and Other Equitable
Relief**

1 BRIAN BERNHEIM, individually, and as an)
 owner and officer of BNRI Corp.,)
 2)
 3 JOSHUA BERNHEIM, individually and as an)
 owner and officer of AAFE, JBEI, BSDC,)
 4 KADC, and Purestrike,)
)
 5 JARED COATES, individually and as an officer or)
 managing member of AAFE, JBEI, and Purestrike,)
 6 and)
)
 7 ROBERT KOCH, individually and as an owner and)
 8 officer of AAFE Products Corp.,)
)
 9 Defendants.)
 10)

11
 12 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

13 1. The FTC brings this action under Section 13(b) of the Federal Trade Commission
 14 Act (“FTC Act”), 15 U.S.C. § 53(b), and Section 5 of the Restore Online Shoppers’ Confidence
 15 Act (“ROSCA”), 15 U.S.C. § 8404, to obtain permanent injunctive relief, rescission or
 16 reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten
 17 monies, and other equitable relief for Defendants’ acts or practices in violation of Section 5(a) of
 18 the FTC Act, 15 U.S.C. § 45(a), and Section 4 of ROSCA, 15 U.S.C. § 8403, in connection with
 19 Defendants’ online marketing of cooking and golf-related products.
 20

21 **JURISDICTION AND VENUE**

22
 23 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),
 24 and 1345, 15 U.S.C. §§ 45(a), 53(b), and Section 5(a) of ROSCA, 15 U.S.C. § 8404(a).

25 3. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(2), (b)(3), (c)(2), and
 26 (c)(3), and 15 U.S.C. § 53(b).
 27
 28

1 8. Defendant BSDC, Inc. is a California corporation with its principal place of
2 business at 929 Poinsettia Avenue, Suite 102, Vista California. BSDC transacts or has transacted
3 business in this district and throughout the United States.

4 9. Defendant KADC, Inc. is a California corporation with its principal place of
5 business at 929 Poinsettia Avenue, Suite 102, Vista, California. KADC transacts or has
6 transacted business in this district and throughout the United States.

7 10. Defendant Purestrike, Inc. is a California corporation with its principal place of
8 business at 929 Poinsettia Avenue, Suite 102, Vista, California. Purestrike transacts or has
9 transacted business in this district and throughout the United States.

10 11. Defendant BNRI Corp., formerly known as Bernheim & Rice, Inc., is a California
11 corporation with its principal place of business at 170 Eucalyptus Avenue, Vista, California.
12 BNRI and JBEI (collectively, the "BNRI Defendants") have done business under the name
13 Medicus and Medicus Golf. BNRI transacts or has transacted business in this district and
14 throughout the United States.

15 12. Defendant Brian Bernheim is the owner and president of Defendant BNRI, and an
16 owner of AAFE. At all times material to this Complaint, acting alone or in concert with others,
17 he has formulated, directed, controlled, had the authority to control, or participated in the acts
18 and practices of the BNRI Defendants and the AAFE Defendants, including the acts and practices
19 set forth in this Complaint. Defendant Brian Bernheim, in connection with the matters alleged
20 herein, transacts or has transacted business in this district and throughout the United States.

21 13. Defendant Joshua Bernheim is an owner and officer of each of the AAFE
22 Defendants, and an officer of BNRI. He is the chief operating officer and vice president of sales
23 and marketing for AAFE, and the chief operating officer of BNRI. At all times material to this
24
25
26
27
28

1 Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the
2 authority to control, or participated in the acts and practices of the BNRI Defendants and the
3 AAFE Defendants, including the acts and practices set forth in this Complaint. Defendant
4 Joshua Bernheim, in connection with the matters alleged herein, transacts or has transacted
5 business in this district and throughout the United States.
6

7 14. Defendant Jared Coates is an owner of AAFE, was the owner of KADC and
8 Purestrike, and was an officer or managing member of AAFE, JBEI, and Purestrike. He was the
9 vice president of finance and administration for AAFE, managing member of JBEI, and president
10 of Purestrike. At all times material to this Complaint, acting alone or in concert with others, he
11 has formulated, directed, controlled, had the authority to control, or participated in the acts and
12 practices of the BNRI Defendants and the AAFE Defendants, including the acts and practices set
13 forth in this Complaint. Defendant Jared Coates, in connection with the matters alleged herein,
14 transacts or has transacted business in this district and throughout the United States.
15

16 15. Defendant Robert Koch is an owner and the chief executive officer of Defendant
17 AAFE. At all times material to this Complaint, acting alone or in concert with others, he has
18 formulated, directed, controlled, had the authority to control, or participated in the acts and
19 practices of the AAFE Defendants and BNRI, including the acts and practices set forth in this
20 Complaint. Defendant Robert Koch, in connection with the matters alleged herein, transacts or
21 has transacted business in this district and throughout the United States.
22
23

24 **COMMON ENTERPRISE**

25 16. From 2010 through 2012, the BNRI Defendants conducted the business practices
26 described below through an interrelated network of companies that had common ownership,
27 officers, managers, business functions, employees, and office locations.
28

1 21. Defendants have advertised their websites through infomercials broadcast on
2 television and streamed on the Internet—including websites optimized for mobile, and bulk email
3 solicitations.

4 **Defendants' Websites**

5 22. All of Defendants' websites referenced in ¶¶ 19-21 have similar layouts, user
6 interfaces, and other web design elements.
7

8 23. These websites contain two types of negative option offers: (a) continuity plans,
9 where Defendants bill a consumer's credit card for goods or services on a recurring basis until
10 the consumer cancels the plan; and (b) trial offers, where a consumer receives goods or services
11 for free—or for a nominal fee—for a trial period, and Defendants charge them when the trial period
12 ends if the consumer fails to return the product or cancel the plan. In numerous instances,
13 Defendants combine both negative option features by offering continuity plans on a trial basis.
14

15 24. Defendants represent that they offer a 100% money back guarantee, and that their
16 trial offers are risk-free.
17

18 25. In initial offers for single products on their websites, Defendants typically offer
19 goods or services for a 30 to 60 day trial period, either for free or for a nominal shipping and
20 handling charge. Consumers sign up by clicking an "Add to Cart" or similar button on the initial
21 web page, and then by clicking through a series of linked pages where they submit their shipping
22 and credit card billing information.
23

24 26. In numerous of these instances described in ¶ 25, Defendants include "bundled"
25 negative option offers in their websites, by packaging multiple products in a single offer.
26

27 27. In numerous instances, after consumers submit their billing information for an
28 initial purchase, the AAFE Defendants solicit a separate purchase of additional products through

1 negative option marketing (“upsell”). Consumers often must click through as many as 14 upsell
2 web pages before reaching a final confirmation page for the initial purchase.

3 28. In numerous instances, Defendants: (1) fail to obtain consumers’ express
4 informed consent before charging their credit card accounts for goods and services;
5 (2) misrepresent that consumers can receive trial shipments for free or for a nominal shipping or
6 handling fee;; (3) do not adequately disclose the terms of their offers; or (4) make it difficult to
7 return trial products, cancel continuity plans, and obtain refunds.
8

9 **Defendants’ Hidden Disclosures**

10 29. Defendants fail to disclose adequately the material terms of negative option offers
11 in their websites, including initial offers for single products, bundled offers, and upsell offers.
12 After touting “free” and “no risk” offers, Defendants do not disclose their material terms where
13 consumers are likely to see them. Consumers who happen to see disclosures are unlikely to read
14 and understand them.
15

16 30. In numerous instances, Defendants place material disclosures: (a) outside the
17 proximity to the “Add to Cart” button, or the billing information section where a consumer
18 finishes checking out; (b) “below the fold,” *i.e.*, below the portion of a web page a user can see
19 on a typical computer monitor without scrolling down the page; or (c) at the bottom of the last
20 page of the online checkout process, far beneath the “Submit” button for consumers’ billing
21 information.
22

23 31. Even consumers who can locate Defendants’ disclosures are not likely to read and
24 understand them because Defendants bury them in small print, at the bottom of a web page, and
25 in densely worded hyperlinked web pages addressing other issues such as company privacy
26 policies, product availability, and warranty terms.
27
28

1 37. When consumers click an “Add to Cart” button on the initial offer page, their
2 browser goes to the website’s second page to continue the checkout process. This page provides
3 shipping information. Defendants place an order form entirely on the right half of the page,
4 below another prominent pitch to try the golf balls for “FREE!” The only disclosure on this page
5 is a statement located beneath the “Submit” button in the order form, in small print, stating,
6 “Other terms, conditions, and modifications may apply.” See Exhibit A, p. 3.
7

8 38. When consumers click the “Submit” button on the shipping information page,
9 their browser goes to a third page, where consumers complete the checkout process by providing
10 their billing information. The order form is again located entirely on the right half of the page.
11 The only disclosure near this section appears above the first field (“Card Type”) where the AAFE
12 Defendants request entry of a card number to cover a nominal shipping charge for their “free”
13 trial offer: “What card would you prefer for the \$.99 S&H today?” Exhibit A, p. 4.
14

15 39. The AAFE Defendants place disclosures in two other locations on the billing
16 information page. As illustrated in Exhibit A at p. 4, one set of disclosures is located “above the
17 fold,” but on the left side of the web page, between graphics and advertising claims. Here the
18 website states: “Try the TourZ balls FREE with \$0.99 S&H for 30 Days! Love it or you’ll never
19 even be charged! Keep it and it’s just 39.95 with free S&H for the dozen premium balls!! You
20 can cancel anytime and best of all each dozen balls has a 100%, 60 day money back guarantee!”
21 This language appears under a headline touting the attributes of the golf balls. Consumers who
22 have already decided to accept the “free” offer touted earlier would not expect to find the terms
23 of a negative option offer here.
24

25 40. The disclosure also states that the shipping and handling fee is \$0.99 and later
26 states that shipping and handling is free. It also fails to disclose when or how the consumer will
27
28

1 be charged or how to avoid the charge. Finally, it seemingly refers to multiple shipments (“...
2 each dozen balls . . .”) without explaining their cost or how or when the consumer will be
3 charged for them, and refers to a right to cancel without indicating what it applies to, or how to
4 cancel. Exhibit A, p. 4.

5
6 41. As illustrated in Exhibit A at p. 5, another set of disclosures on the billing
7 information page appears both below the fold and far beneath the billing information section of
8 the order form, after a redundant shipping information section. When consumers click the
9 “Submit” button beneath the billing information section, their browser goes to the next linked
10 page in the AAFE Defendants’ website. Thus, consumers would not see those disclosures unless
11 they scrolled to the bottom of the web page before clicking the “Submit” button. However, they
12 have no reason to do so.
13

14 **Deceptive Bundled Offers**

15 42. Defendants’ negative option websites often make “bundled” offers that include
16 one product combined with free trial offers for one or more continuity plans. Consumers who
17 accept the bundled offer receive the initial product and are automatically enrolled in at least one
18 continuity plan. For example, one website offers a free trial for five DVDs on how to play golf.
19 By accepting, Defendants sign up consumers for a continuity plan featuring online golf lessons.
20

21 43. From 2010 to 2012, the BNRI Defendants bundled offers to purchase golf-related
22 products with free trial offers for continuity plans known as Medicus Video, an online
23 subscription program for golf training videos, and Tour Partner Rewards, an online subscription
24 program for golf-related coupons and discounts.
25

26 44. Since 2012, the AAFE Defendants have bundled offers to purchase cooking-
27 related products with free trial offers for online subscription programs known as Gourmet
28

1 Cooking Online (recipes and instructional materials) and Gourmet Cooking Rewards (coupons
2 and discounts). For example, as illustrated in Exhibit B (attached), in one website Defendants
3 bundle an offer to sell their Culinary Torch product, with free trial offers for both of these online
4 subscription programs. The AAFE Defendants have also bundled offers to purchase golf-related
5 products with free trial offers for online subscription programs known as Golf Online Academy
6 (training materials), Purestrike Swing Clinic (same), and Golf Tour Partners (coupons and
7 discounts).

8
9 45. Without adequately disclosing the terms of the programs and obtaining the
10 consumers' consent, Defendants typically enroll consumers in online subscription programs on a
11 free trial basis for 30 to 60 days, and then charge consumers \$9.95 per program every 30 days
12 until consumers cancel the programs. *See* Exhibit B, pp. 1-2, 5 (claiming programs are "Free
13 Gifts!" on first page of website, burying trial period and monthly charge terms on last page of
14 checkout process).

15
16 46. In numerous instances, as with their single product/continuity plan offers,
17 Defendants fail to place material disclosures regarding their bundled offers where consumers are
18 likely to see them. Specifically, Defendants: (a) fail to place them in proximity to the "Add to
19 Cart" button a consumer clicks to begin checking out, or to the billing information section where
20 a consumer finishes checking out, *see* Exhibit B, pp. 1-2, 3-5 ("Add to Cart" and billing
21 information pages for bundled offer); (b) place them below "the fold," *i.e.*, in the portion of a
22 web page a user cannot see on a typical computer monitor without scrolling down, and in a
23 location where many consumers would not expect to find material terms of the offer due to the
24 absence of visual cues or indicators; or (c) place them at the bottom of the last page of the online
25
26
27
28

1 checkout process, beneath the “Submit” button for consumers’ billing information. See Exhibit
2 B, pp. 3-5 (screen shots of last page of checkout process for bundled offer).

3 47. Even if consumers happen to see Defendants’ disclosures, they are unlikely to
4 read and understand them because Defendants bury them in small print, at the bottom of a web
5 page, and in densely worded hyperlinked web pages addressing other issues such as company
6 privacy policies, product availability, and warranty terms.

8 48. Defendants also reduce the likelihood that consumers will see the disclosures by
9 surrounding them with distracting graphics or advertising claims that are more prominent than
10 the disclosures.

11 **Deceptive Upsell Offers**

13 49. In numerous instances, after submitting their billing information for an initial
14 purchase on Defendants’ websites, consumers must click through as many as 14 upsell pages
15 making negative option offers before reaching the final confirmation page.

16 50. The upsell pages offer additional products or services on a negative option basis.
17 They have substantially similar offers and web design.

19 51. In numerous instances, Defendants’ upsell pages offer to let consumers try
20 additional products for \$1 on a trial basis. Depending on the offer, Defendants then bill
21 consumers for a single payment or 3-6 monthly installment payments after the trial period if the
22 consumer does not cancel and return the product(s).

24 52. In some instances, the upsell pages bundle one free item (*e.g.*, a free book, free
25 priority shipping) with one or two continuity plans.

26 53. Defendants obscure the terms of negative option offers and make it more difficult
27 to decline the offers in their upsell pages by: (a) requiring consumers to click either a prominent
28

1 “YES!” button to accept the offer, or a “No thanks” sentence in much smaller print to decline the
2 offer; (b) failing to place disclosures in proximity to the prominent “YES! I want it for \$1
3 NOW!” or “YES! I want it!” button; (c) placing the terms in dense paragraphs of text;
4 (d) burying the terms in small print, beneath the “Submit” button, at the bottom of an upsell page,
5 and in densely worded hyperlinked web pages; and (e) surrounding the terms by more distracting
6 graphics or more prominent advertising claims.
7

8 54. Defendants do not disclose the terms of their upsell pages’ negative option offers
9 before obtaining consumers’ billing information for upsell charges. Rather, they charge the same
10 credit card that consumers submitted for the initial transaction.
11

12 **Websites More Deceptive When Viewed Using Mobile Devices**

13 55. Consumers who view Defendants’ offers on a mobile device are unlikely to see,
14 read, and understand their terms because such devices have a significantly smaller screen size
15 than the typical computer monitor.
16

17 56. For example, the negative option offers for golf products on the AAFE
18 Defendants’ shopmaxtv.com website appear to be optimized for viewing on mobile devices, with
19 the same content as the full size version. However, a consumer must scroll or click through more
20 than 15 screens before reaching the end of the checkout process. The “Add to Cart” buttons,
21 which jump to the checkout process pages when a consumer clicks on them, appear before any
22 disclosures regarding the terms of the offer appear on a different screen.
23

24 57. Moreover, like the full size version, the final checkout page is linked to a series of
25 upsell offer pages, but those pages are not optimized for mobile viewing. Consequently, a
26 consumer must repeatedly scroll up, down, and side to side to view those pages. To successfully
27
28

1 decline an upsell offer on a mobile device, a consumer must repeatedly stretch and zoom the
2 page to accurately press the “No thanks” text-only button.

3 **Defendants’ Cancellation and Refund Practices**

4 58. Defendants make it difficult for consumers to return a product, cancel recurring
5 charges, and obtain refunds.

6
7 59. Defendants’ return policy is contained within densely worded, hyperlinked web
8 pages, which are typically over two pages long when printed. The policy typically states: “If you
9 call us within thirty (30) days of receipt of shipment to obtain a return authorization, and return
10 the product per instructions, during that time, we will refund you the purchase price, minus
11 shipping and handling charges.” The text containing the hyperlink is buried in microprint at the
12 very bottom of Defendants’ web pages. The links have general titles such as “Terms and
13 Conditions” that many consumers are not likely to associate with material cancellation and
14 refund terms.
15

16
17 60. When consumers complete a transaction, the confirmation page does not disclose:
18 (a) the name of the seller; (b) the amount the consumer will be charged; (c) when the consumer
19 will be charged; (d) when applicable, the fact that the consumer has been enrolled in a continuity
20 program; and (e) the steps a consumer must take to return a product, cancel a continuity plan, and
21 obtain a refund. Defendants do not disclose this information either in confirmation emails or in
22 packing slips enclosed with products shipped to consumers.

23
24 61. In numerous instances, consumers are not aware that Defendants have billed them
25 until they detect charges on their credit card statements with cryptic billing descriptions such as
26 “JBEI,” “KAVI,” or “RMC,” and trace them to Defendants by contacting their card issuer.
27
28

COUNT III
**Failure to Disclose Negative Option Offer Terms-
Continuity or Subscription Plan Offers**

1
2
3 73. In numerous instances, in connection with the advertising, marketing, promotion,
4 offering for sale, or sale of cooking and golf-related goods or services, Defendants represented,
5 directly or indirectly, expressly or by implication, that consumers who enter their billing
6 information into Defendants' websites will receive a free trial for golf or cooking-related
7 continuity plans.
8

9 74. In numerous instances in which Defendants have made the representations set
10 forth in Paragraph 73, Defendants failed to disclose adequately to consumers the material terms
11 and conditions of the offer, including:
12

- 13 a. That Defendants would automatically enroll consumers in continuity plans with
14 additional recurring charges;
15 b. That consumers must affirmatively cancel the continuity plans before the end of a
16 trial period to avoid additional charges;
17 c. That Defendants would use consumers' credit card information to charge
18 consumers monthly for the continuity plans;
19 d. The costs associated with the continuity plans; and
20 e. The steps consumers must take to cancel the continuity plans to avoid additional
21 charges.
22
23

24 75. Defendants' failure to disclose adequately the material information described in
25 Paragraph 74 above, in light of the representation described in Paragraph 73 above, constitutes a
26 deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).
27
28

COUNT IV

Failure to Disclose Terms of Return, Refund, and Cancellation Policy

76. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of cooking and golf-related goods or services, Defendants represented, directly or indirectly, expressly or by implication, that Defendants offer a 100% money back guarantee, and that their trial offers are risk-free.

77. In numerous instances in which Defendants have made the representations set forth in Paragraph 76, Defendants failed to disclose adequately to consumers the material terms and conditions of their refund and cancellation policy, including:

- a. That consumers must call Defendants before the end of a trial period to cancel continuity plans or return free trial products to avoid additional charges;
- b. That consumers must pay substantial return shipping costs themselves; and
- c. That for continuity plans, Defendants limit refunds to charges from the last 30 days, or if consumers demand more, charges from the last 90 days.

78. Defendants' failure to disclose or disclose adequately the material information described in Paragraph 77 above, in light of the representations described in Paragraph 76 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

79. 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,

1 accurate information and give sellers an opportunity to fairly compete with one another for
2 consumers' business." Section 2 of ROSCA, 15 U.S.C. § 8401.

3 80. Section 4 of ROSCA, 15 U.S.C. § 8403, generally prohibits charging consumers
4 for goods or services sold in transactions effected on the Internet through a negative option
5 feature, as that term is defined in the Commission's Telemarketing Sales Rule ("TSR"), 16
6 C.F.R. § 310.2(u), unless the seller (1) clearly and conspicuously discloses all material terms of
7 the transaction before obtaining the consumer's billing information, (2) obtains the consumer's
8 express informed consent before making the charge, and (3) provides a simple mechanism to stop
9 recurring charges. *See* 15 U.S.C. § 8403.
10

11 81. The TSR defines a negative option feature as a provision in an offer or agreement
12 to sell or provide any goods or services "under which the customer's silence or failure to take an
13 affirmative action to reject goods or services or to cancel the agreement is interpreted by the
14 seller as acceptance of the offer." 16 C.F.R. § 310.2(u).
15

16 82. As described in Paragraphs 6 to 64 above, Defendants have advertised and sold
17 cooking and golf-related goods and services through a negative option feature as defined by the
18 TSR. 16 C.F.R. § 310.2(u).
19

20 83. Pursuant to Section 5 of ROSCA, 15 U.S.C. § 8404, a violation of ROSCA is a
21 violation of a rule promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a.
22

23 **COUNT V**
24 **Illegal Negative Option Marketing**

25 84. In numerous instances, in connection with charging consumers for cooking and
26 golf-related goods or services sold in transactions effected on the Internet through a negative
27 option feature, Defendants failed to:
28

- 1 a. clearly and conspicuously disclose all material terms of the transaction before
2 obtaining the consumer's billing information;
- 3 b. obtain a consumer's express informed consent before charging the consumer's
4 credit card, debit card, bank account, or other financial account for products or services
5 through such transaction; and
- 6 c. provide simple mechanisms for a consumer to stop recurring charges from being
7 placed on the consumer's credit card, debit card, bank account, or other financial account.
8

9 85. Defendants' acts or practices, as described in Paragraph 84 above, violate Section
10 4 of ROSCA, 15 U.S.C. § 8403.
11

12 CONSUMER INJURY

13 86. Consumers have suffered and will continue to suffer substantial injury because of
14 Defendants' violations of the FTC Act and ROSCA. In addition, Defendants have been unjustly
15 enriched because of their unlawful acts or practices. Absent injunctive relief by this Court,
16 Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the
17 public interest.
18

19 THIS COURT'S POWER TO GRANT RELIEF

20 87. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant
21 injunctive and such other relief as the Court may deem appropriate to halt and redress violations
22 of any provision of law enforced by the FTC. The Court, in the exercise of its equitable
23 jurisdiction, may award ancillary relief, including rescission or reformation of contracts,
24 restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and
25 remedy any violation of any provision of law enforced by the FTC.
26
27
28

