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14 **UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15
16 **ED CV 09 - 01198**

SGL

PJWx

17 **FEDERAL TRADE COMMISSION,**
18 **Plaintiff,**
19 **v.**
20 **IN DEEP SERVICES, INC., a California**
21 **corporation, also d/b/a Grants For You**
22 **Now, Grant One Day, and Easy Grant**
23 **Access, RYAN CHAMPION, individually**
24 **and as an officer of In Deep Services, Inc.,**
and JOSEPH C. FLEMING IV,
individually and as an officer of In Deep
Services, Inc.,
Defendants.

Civil No.

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

25 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), for its
26 Complaint alleges:
27
28

Complaint
FTC v. In Deep Services, Inc., et al.

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IN DEEP SERVICES, INC., a California
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23 **Services, Inc.,**
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26 Complaint alleges:
27
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1 **DEFENDANTS**

2 6. Defendant **In Deep Services, Inc.** (“IDS”), also doing business under
3 various grant-related names including Grants For You Now, Grant One Day, and
4 Easy Grant Access, is a California corporation with its principal place of business at
5 10134 6th Street, Suite M, Rancho Cucamonga, CA 91730. At all times material to
6 this Complaint, acting alone or in concert with others, **IDS** has advertised, marketed,
7 distributed, and/or sold grant-related information to consumers throughout the
8 United States. **IDS** transacts or has transacted business in this District.

9 7. Defendant **Ryan Champion** is an owner and officer of **IDS**. At all
10 times material to this Complaint, acting alone or in concert with others, he has
11 formulated, directed, controlled, had the authority to control, or participated in the
12 acts and practices of **IDS**, including the acts and practices set forth in this
13 Complaint. Defendant **Champion** resides in this district and in connection with the
14 matters alleged herein, transacts or has transacted business in this district.

15 8. Defendant **Joseph C. Fleming IV** is an owner and officer of **IDS**. At
16 all times material to this Complaint, acting alone or in concert with others, he has
17 formulated, directed, controlled, had the authority to control, or participated in the
18 acts and practices of **IDS**, including the acts and practices set forth in this
19 Complaint. Defendant **Fleming** resides in this district and in connection with the
20 matters alleged herein, transacts or has transacted business in this district.

21 **COMMERCE**

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

25 **DEFENDANTS’ BUSINESS PRACTICES**

26 10. Since at least November 2008 and continuing to the present, Defendants
27 have tricked consumers into divulging their credit and debit card information by
28 falsely representing that any consumer who needs money for personal expenses or

1 paying off debt is eligible to receive free government money and, by purchasing
2 Defendants' Internet-based information product, is likely to receive money in the
3 form of a government grant for personal expenses or paying off debt. In reality,
4 consumers are not eligible to receive free money from the government for these
5 purposes, and Defendants' information does not make consumers more likely to
6 receive such a government grant. Furthermore, consumers who purchase
7 Defendants' grant-related information are greeted with nearly \$100 per month in
8 recurring charges to or debits from their accounts.

9 **Defendants' Home Page**

10 11. Defendants lure consumers into their scheme through email and Internet
11 advertising on websites such as Google.com and AOL.com. Consumers who click
12 on a hyperlink contained in the email or online advertisement arrive at one of
13 Defendants' grant-related websites, which include www.grantsforyounow.com,
14 www.granteday.org, and easygrantaccess.com (collectively, "Defendants' grant-
15 related websites"). Defendants' grant-related websites contain similar textual and
16 pictorial content. [Attachment A (grantsforyounow.com, dated 3/16/09);
17 Attachment C (granteday.org, dated 3/3/09); Attachment E (easygrantaccess.com,
18 dated 4/23/2009)]. For instance, the initial page that consumers reach when visiting
19 Defendants' grant-related websites ("Defendants' home page") shows logos from
20 well-known news sources touting federal grants and a smiling woman holding a
21 large basket crammed with cash. The Grants For You Now website [Att. A]
22 identifies the smiling woman as Lisa Fitzgerald.

23 12. Each home page of Defendants' grant-related websites represents to
24 consumers that anyone who needs money for personal expenses or paying off debt is
25 eligible to receive free government money and, by purchasing and using Defendants'
26 "Grant Preparation Software Kit" [Att. A] or Defendants' "Exclusive Grant
27 Resource Guide" [Atts. C & E], is likely to receive money from the government in
28 the form of a grant for personal expenses or paying off debt. Typical express

1 representations made on the home page of Defendants' grant-related websites
2 include, but are not limited to, the following:

- 3 A. "Congratulations! Did you know that you are eligible to receive
4 FREE MONEY from the government?"
- 5 B. "Who Can Benefit From This? Anyone Who Needs Money For:
6 . . . Paying Off Debt, Personal Expenses, . . . and Much, Much,
7 More."
- 8 C. "Receive FREE MONEY!"
- 9 D. "Receive Instant Access and you could be getting your money
10 from the government within days."
- 11 E. "Choose from Thousands of Available Grants!"
- 12 F. "Real Solution for Getting the MONEY You Need!"
- 13 G. "Unfortunately the General Public isn't aware of Federal Grants
14 and billions of dollars go unclaimed each year as a result."

15 13. The grantsforyounow.com home page offers "Our Grant Preparation
16 Software Kit" [Att. A] and the grantoneday.org and easygrantaccess.com home
17 pages tout "Our Exclusive Grant Resource Guide" [Atts. C & E]. Defendants assure
18 consumers that with the Grant Preparation Software Kit or the Exclusive Grant
19 Resource Guide "Getting Your Money is as Easy as 1 2 3" Defendants, on their
20 grant-related websites' home page, set forth the three easy steps: 1) "Get your FREE
21 Grant Money Software Kit" [Att. A] or "Get Instant Access To Our Exclusive
22 Resource Center!" [Atts. C & E]; 2) "Choose from Thousands of Available Grants;"
23 and 3) "Receive Free Money." The home page of Defendants' grant-related
24 websites expressly states that consumers who get the Software Kit or use the
25 Exclusive Grant Resource Guide will be able to "choose from Thousands of
26 Available Grants."

27 14. In some instances, Defendants' home pages feature testimonials from
28 ecstatic consumers who extol Defendants' program: "Thanks to Grant One Day I

1 just got a check for \$80,000 to pay off my mortgage,” “I just got a check to start [a
2 new business] for \$15,000,” or “I did not realize how easy it was to get a grant. I
3 almost did not believe it when I opened the mail and had a check for \$5,000 in it.
4 Thank you!” [Att. C].

5 15. Consumers who wish to receive Defendants’ Software Kit or Grant
6 Resource Guide must enter their name and address on a form on the home pages of
7 Defendants’ grant-related websites. Consumers can then click the “GET MY
8 MONEY!” button immediately beneath Defendants’ form.

9 16. Nowhere on the home pages of Defendants’ grant-related websites is
10 there any notice to consumers that Defendants are selling a membership program
11 that involves a trial period of seven days during which consumers must cancel to
12 avoid hefty monthly charges. Nor is there any disclosure that consumers who pay
13 \$1.99 on grantsforyounow.com [Att. A] or grantoneday.com [Att. C] may also
14 receive a one-time debit or charge of \$19.12 for something called “Google Profit.”

15 **Defendants’ Order Page**

16 17. Consumers who complete the form on the home page of Defendants’
17 grant-related websites and click on the “GET MY MONEY!” button proceed to the
18 next page of Defendants’ websites, where consumers input their debit or credit card
19 information (“order page”). [Att. B (grantsforyounow.com, dated 3/16/09); Att. D
20 (grantoneday.org, dated 3/9/09); Att. F (easygrantaccess.com, dated 3/31/09)]. The
21 order pages repeat many of the same representations on the home page, including
22 “Congratulations! Did you know that you are eligible to receive FREE MONEY
23 from the government?”

24 18. The order pages of Defendants’ grant-related websites feature a large
25 gold seal emblazoned with the words “100% Satisfaction Guaranteed.” Next to the
26 seal is the phrase “100% No Hassle Money Back Guarantee.” In adjacent text,
27 Defendants promise that if the consumer is not “100% satisfied,” all the consumer
28

1 has to do is “simply contact my customer service department, and I will refund your
2 payment.”

3 19. The order pages of Defendants’ grant-related websites require the
4 consumer to provide credit or debit card information on a billing form. At the top of
5 the billing form, Defendants notify the consumer that “You are purchasing Grants
6 For You Now” [Att. B], “You are purchasing Grant One Day” [Att. D], or “You are
7 purchasing Easy Grant Access” [Att. F], for which “your credit card will be billed:
8 \$1.99.” Below the billing form is a “GET MY MONEY!” button that consumers
9 click to submit their payment information.

10 20. Adjacent to the “GET MY MONEY!” button on Defendants’ order
11 pages is a small box that refers to the consumer’s agreement with the websites’
12 separate Privacy Policy and Terms and Conditions. In some instances, the box is
13 pre-checked [Att. B] and in other instances [Atts. D & F] consumers must check the
14 box, indicating that they agree to Defendants’ Privacy Policy and Terms and
15 Conditions.

16 21. The Grants For You Now [Att. B] and Grant One Day [Att. D] order
17 pages also include, below a hyperlink to the Terms and Conditions, a small box (pre-
18 checked on Grants For You Now) with the statement “Yes! I want to make money
19 on Google*.” The (*) refers to an inconspicuous statement at the very bottom of the
20 order page: “You will be enrolled into a third party Google Profit program. You
21 will be charged a one-time fee of \$19.12 for full access for life. Please see welcome
22 email from our partner for access instructions.” No other information about Google
23 Profit is provided anywhere on Defendants’ Grants For You Now or Grant One Day
24 websites. Consumers who hit the “GET MY MONEY!” button on
25 grantsforyounow.com and grantoneday.org are often signed up unknowingly for the
26 Google Profit program and receive unauthorized debits or charges of \$19.12.

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1 22. In many instances, consumers who pay \$1.99 to Defendants do not
2 receive a Software Kit or a Grant Resource Guide. Instead, they receive a password
3 and login ID to access what Defendants call the “Members Area.”

4 **Defendants’ Confirmation of the Consumer’s Purchase**

5 23. In some instances, after the consumer enters his or her debit or credit
6 card information and clicks the “GET MY MONEY!” button, Defendants’ grant-
7 related websites display a confirmation screen with a link to the Members Area for
8 Defendants’ corresponding websites, as well as a password and login ID. In other
9 instances, Defendants also send a confirmation email with a password and login ID.
10 The confirmation screen and email both state that the consumer has been charged
11 \$1.99 for access to the Members Area.

12 **The Members Area on Defendants’ Websites**

13 24. Consumers access the Members Area of Defendants’ grant-related
14 websites using the password and login ID they received from Defendants. At the top
15 of the initial page of the Members Area, Defendants represent that they are “Helping
16 Everyday People Find Those Hidden Grants They Deserve.”

17 25. One hyperlink on the Members Area is to “Programs,” which takes
18 consumers to a list of what the Defendants have described on their home page as
19 “thousands of available grants.” According to the “Program” page, it contains “an
20 updated list of Federal grant programs currently offered by the U.S. Government”
21 which is “updated once weekly on Monday mornings.” Another link on the
22 Members Area is to “Archives,” on which Defendants have explicitly stated that
23 their Grant Resource Center “stays up to date on the latest grant programs available
24 We verify and update the information presented on a daily basis, so you will
25 always have access to the most current information possible in one location.” Yet
26 another hyperlink on the Members Area is to “Education,” which takes consumers to
27 links for information about education and scholarship programs on a state-by-state
28 basis.

1 **Defendants' Separate Terms and Conditions**

2 26. Defendants use the same Terms and Conditions for each of their grant-
3 related websites. Only the name of the website, the telephone number, and the
4 amount of the monthly recurring charge differ in the respective websites Terms and
5 Conditions. The Terms and Conditions for Grant One Day are typical. [Att. G].

6 27. Defendants bury in hundreds of lines of text under a section entitled
7 "Shipping and Other Fees" a confusing statement regarding the membership, the
8 trial period, and the need to cancel during the trial period to avoid monthly charges.
9 Defendants state that "upon submitting your order for the trial membership and not
10 contacting us to cancel, you agree to pay the recurring monthly charges using the
11 debit/credit card used during your trial membership order. You hereby provide pre-
12 authorization and consent that GrantOneDay.org may charge \$94.89 on a monthly
13 basis."

14 28. Defendants also include a statement in obtuse legalese that "You agree
15 that your pre-authorization and electronic signature is sufficient to authenticate your
16 authorization to charge the credit/debit card electronically. You further agree that
17 these terms and conditions shall be your copy of your pre-authorization for the
18 credit/debit card."

19 29. Elsewhere in the separate Terms and Conditions, Defendants disclose
20 the limitations to their "Satisfaction Money Back Guarantee" claim on the order
21 page. Under a heading "CANCEL ANYTIME," Defendants state that consumers
22 who cancel may "at the end of the 88th day (which began the first day of Trial
23 Membership) . . . request a refund for the last month's membership fee you paid."
24 Once the 88-day period has ended, consumers must return to Defendants' website,
25 locate the refund form, print the form, "hand-write a brief explanation of why you
26 are request [*sic*] a refund, sign the form, and then fax or mail the refund form."

27 30. Defendants' Terms and Conditions are confusing and internally
28 inconsistent.

1 a. Although Defendants state in the Terms and Conditions, under a
2 heading entitled “Disclaimers,” that they give “valuable information
3 away for free . . . ,” elsewhere in the Terms and Conditions under the
4 heading “Shipping & Others Fees” Defendants state that will charge
5 “\$94.89 on a monthly basis” for their information product.

6 b. Although Defendants state in the Terms and Conditions that a consumer
7 may “CANCEL ANYTIME,” elsewhere in the Terms and Conditions
8 under a heading entitled “Term of Agreement” Defendants state:
9 “Either party may terminate the Agreement at any time, with or without
10 cause, by giving the other party 10 (ten) days written notice of
11 termination.”

12 c. Although Defendants state that after cancellation the consumer will
13 continue to have access to the Defendants’ Members Area for 88 days,
14 elsewhere in the Terms and Conditions under a heading entitled “Term
15 of Agreement,” Defendants state that “upon termination of the
16 Agreement, you must immediately cease use of our site”

17 31. Defendants state in the Terms and Conditions, under a heading entitled
18 “Charge backs and Reversals,” that they handle all charge backs and reversals as
19 cases of “fraudulent use of our services and/or theft of services.” For instance,
20 Defendants state that they may file a complaint with the “Internet Crimes Bureau or
21 local authorities” or “report the incident to the appropriate authorities in your state to
22 investigate theft of services.”

23 32. Defendants state in the Terms and Conditions that they accept both
24 debit and credit cards, and in numerous instances Defendants debited consumers’
25 bank accounts using consumers’ debit cards.

1 **Defendants' False Claims**

2 33. Defendants' representation that anyone who needs money for personal
3 expenses or paying off debt is eligible to receive government grant money, and by
4 purchasing and using Defendants' information product, is likely to receive free
5 government money in the form of a grant for personal expenses or paying off debt, is
6 false. Grants have eligibility criteria which an applicant must meet before a grant
7 application will even be considered. Moreover, federal government grants are not
8 available for personal expenses or paying off debt. In addition, consumers are not
9 able to use the Members Area of Defendants' websites to choose from thousands of
10 available grants because many of the listed programs are for federal grants that have
11 expired, are for grants that are available only to organizations rather than
12 individuals, are incomplete, or have incorrect contact information. Defendants
13 provide no information regarding state grants for individuals who seek free
14 government money for personal expenses or paying off debt. As a result,
15 Defendants' representation that anyone who needs money for personal expenses or
16 paying off debt is eligible to receive free government money and, by purchasing and
17 using Defendants' program, is likely to receive money from the government in the
18 form of a grant, is false.

19 **Defendants' Failure to Have A Reasonable Basis**

20 34. Defendants represent on their websites that anyone who needs money
21 for personal expenses or paying off debt is eligible to receive free government
22 money and, by purchasing and using Defendants' information, is likely to receive
23 money from the government in the form of a grant for personal expenses or paying
24 off debt. In making this representation, Defendants also represent that they have a
25 reasonable basis for this representation when it is made. However, because
26 Defendants' representation that anyone who needs money for personal expenses or
27 paying off debt is eligible to receive free government money and, by purchasing and
28 using Defendants' information, is likely to receive money from the government in

1 the form of a grant for personal expenses or paying off debt is false, Defendants do
2 not have a reasonable basis for the claim.

3 **Defendants' Failure to Disclose or to Disclose Adequately**

4 35. In numerous instances, in connection with Grants For You Now and
5 Grant One Day, Defendants fail to disclose, or to disclose adequately, to consumers
6 who have agreed to pay \$1.99 that they have entered a transaction that will cost them
7 much more than a \$1.99, unless they cancel the membership within the seven-day
8 trial period. In particular, Defendants fail to disclose, or to disclose adequately, the
9 information on the order page for Grants For You Now [Att. B] and Grant One Day
10 [Att. D] that:

- 11 A. consumers are signing up for a membership program with a seven-day
12 trial, that Defendants will charge additional monthly fees to consumers
13 who fail to take affirmative action to cancel the membership during the
14 trial period, and the amount of the monthly fees that Defendants impose
15 on consumers who do not cancel within the seven-day trial period; and
16 B. consumers may be charged by a third party for additional products and
17 services (*i.e.*, Google Profit).

18 36. To the extent the material terms set forth in Paragraph 35(A) are
19 disclosed, Defendants do so only in their separate Terms and Conditions, which are
20 provided in a small hyperlink at the bottom of the home and order pages for Grants
21 For You Now [Att. B] and Grant One Day [Att. D]. To the extent the material terms
22 set forth in Paragraph 35(B) are disclosed, Defendants do so only in inconspicuous
23 print at the very bottom of the order page for Grants For You Now [Att. B] and
24 Grant One Day [Att. D].

25 37. Defendants represent on the order page for their grant-related websites,
26 including Grants For You Now, Grant One Day, and Easy Grant Access, that they
27 have a "100% No Hassle Money Back Guarantee," and that consumers who are not
28 satisfied with the Defendants' information have only to contact Defendants'

1 customer service department for a refund of their payment. Defendants fail to
2 disclose, or to disclose adequately, that:

- 3 A. consumers must wait 88 days from the date of their order before they
4 can even apply for a refund;
- 5 B. consumers may not apply for a refund over the telephone, but must do
6 so in writing by faxing or mailing their refund request to Defendants,
7 with an explanation as to why they found the Defendants' grant
8 information unsatisfactory; and
- 9 C. consumers who contest their unauthorized charges may be referred by
10 Defendants to criminal authorities for theft of service.

11 38. To the extent the material terms described in Paragraph 37 are
12 disclosed, Defendants do so in their separate Terms and Conditions, which are
13 provided via a small hyperlink at the bottom of the home and order pages for their
14 grant-related websites.

15 **THE FEDERAL TRADE COMMISSION ACT**

16 39. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), provides that "unfair or
17 deceptive acts or practices in or affecting commerce, are hereby declared unlawful."

18 **VIOLATIONS OF THE FTC ACT**

19 **COUNT I**

20 **Defendants' Misrepresentation and Failure to Have Substantiation**
21 **For Their Claim Regarding Eligibility For and Likelihood of**
22 **Receiving Free Money in the Form of a Government Grant**

23 40. In numerous instances, through the means described in Paragraphs 10-
24 38, Defendants have represented, expressly or by implication, that any consumer
25 who needs money for personal expenses or paying off debt is eligible to receive free
26 government money and, by purchasing and using Defendants' grant-related
27 information product, is likely to receive money from the government in the form of a
28 grant for personal expenses or paying off debt.

1 41. The representation set forth in Paragraph 40 is false and/or was not
2 substantiated at the time the representation was made.

3 42. Therefore, the making of the representation as set forth in Paragraph 40
4 of this Complaint constitutes a deceptive act or practice in violation of Section 5(a)
5 of the FTC Act, 15 U.S.C. § 45(a).

6
7 **COUNT II**

8 **Defendants' Failure to Disclose Material Terms**
9 **Regarding the Grants For You Now and Grant One Day Program**

10 43. In numerous instances, in connection with the advertising, marketing,
11 promotion, offering for sale or sale of the "Grant Preparation Software Kit" and the
12 "Exclusive Grant Resource Guide," Defendants have represented, expressly or by
13 implication, that consumers are purchasing Defendants' Software Kit or Resource
14 Guide for \$1.99, which will be charged to their credit or debit card.

15 44. In numerous instances in which Defendants have made the
16 representation set forth in Paragraph 43 of this Complaint, Defendants have failed to
17 disclose, or to disclose adequately, to consumers material terms and conditions of
18 the offer, including that:

- 19 A. consumers are signing up for a membership program with a seven-day
20 trial, that Defendants will charge additional monthly fees to consumers
21 who fail to take affirmative action to cancel the membership during the
22 trial period, and the amount of the monthly fees that Defendants impose
23 on consumers who do not cancel within the seven-day trial period; and
24 B. consumers may be charged by a third party for additional products and
25 services.

26 45. Defendants' failure to disclose or disclose adequately the material
27 information described in Paragraph 44, above, in light of the representation in
28 Paragraph 43, above, constitutes a deceptive act or practice in violation of Section
29 5(a) of the FTC Act, 15 U.S.C. § 45(a).

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COUNT III

**Defendants' Failure to Disclose Material Terms
Regarding Defendants' Refund Policy**

46. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale or sale of their "Grant Preparation Software Kit" and their "Exclusive Grant Resource Guide," Defendants have represented, expressly or by implication, that they have a "No Hassle Money Back Guarantee" and that consumers who are not 100% satisfied with Defendants' information need simply contact Defendants' customer service department to receive a refund.

47. In numerous instances in which Defendants have made the representation set forth in Paragraph 46, Defendants have failed to disclose, or to disclose adequately, material terms and conditions of their refund policy including that:

- A. consumers must wait 88 days from the date of their order before they can even apply for a refund;
- B. consumers may not apply for a refund over the telephone, but must do so in writing by faxing or mailing their refund request to Defendants, with an explanation as to why they found the Defendants' grant information unsatisfactory; and
- C. consumers who contest their unauthorized charges may be referred by Defendants to criminal authorities for theft of service.

48. Defendants' failure to disclose or disclose adequately the material information described in Paragraph 47, above, in light of the representation in Paragraph 46, above, constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

1 **THE ELECTRONIC FUND TRANSFER ACT AND REGULATION E**

2 49. Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a), provides that a
3 “preauthorized electronic fund transfer from a consumer’s account may be
4 authorized by the consumer only in writing, and a copy of such authorization shall
5 be provided to the consumer when made.” Section 903(9) of the EFTA, 15 U.S.C.
6 § 1693a(9), provides that the term “preauthorized electronic fund transfer” means
7 “an electronic fund transfer authorized in advance to recur at substantially regular
8 intervals.”

9 50. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that
10 “[p]reauthorized electronic fund transfers from a consumer’s account may be
11 authorized only by a writing signed or similarly authenticated by the consumer. The
12 person that obtains the authorization shall provide a copy to the consumer.”

13 51. Section 205.10 of the Federal Reserve Board’s Official Staff
14 Commentary to Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that “[t]he
15 authorization process should evidence the consumer’s identity and assent to the
16 authorization.” *Id.* ¶ 10(b), cmt 5. The Official Staff Commentary further provides
17 that “[a]n authorization is valid if it is readily identifiable as such and the terms of
18 the preauthorized transfer are clear and readily understandable.” *Id.* ¶ 10(b), cmt 6.

19
20 **VIOLATIONS OF THE ELECTRONIC FUND TRANSFER ACT**
21 **AND REGULATION E**

22 **COUNT IV**

23 52. In numerous instances, Defendants have debited consumers’ bank
24 accounts on a recurring basis without obtaining a written authorization signed or
25 similarly authenticated from consumers for preauthorized electronic fund transfers
26 from their accounts, thereby violating Section 907(a) of the EFTA, 15 U.S.C.
27 § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

1 53. In numerous instances, Defendants have debited consumers' bank
2 accounts on a recurring basis without providing a copy of a written authorization
3 signed or similarly authenticated by the consumer for preauthorized electronic fund
4 transfers from the consumer's account, thereby violating Section 907(a) of the
5 EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R.
6 § 205.10(b).

7 54. Pursuant to Section 917 of the EFTA, 15 U.S.C. § 1693o(c), every
8 violation of the EFTA and Regulation E constitutes a violation of the FTC Act.

9 55. By engaging in violations of the EFTA and Regulation E as alleged in
10 Paragraphs 52 and 53, Defendants have engaged in violations of the FTC Act.
11 15 U.S.C. § 1693o(c).

12 **CONSUMER INJURY**

13 56. Consumers have suffered and will continue to suffer substantial injury
14 as a result of Defendants' violations of Section 5(a) of the FTC Act, Section 907(a)
15 of the EFTA, and Section 205.10(b) of Regulation E. In addition, Defendants have
16 been unjustly enriched as a result of their unlawful acts and practices. Absent
17 injunctive relief by this Court, Defendants are likely to continue to injure consumers,
18 reap unjust enrichment, and harm the public interest.

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

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

1 PRAYER FOR RELIEF

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

5 A. Award Plaintiff such preliminary and ancillary relief as may be
6 necessary to avert the likelihood of consumer injury during the pendency of this
7 action and to preserve the possibility of effective final relief, including, but not
8 limited to, temporary and preliminary injunctions, an order freezing assets, and
9 expedited discovery relating to Defendants' assets;

10 B. Enter a permanent injunction to prevent future violations of the FTC
11 Act, the EFTA, and Regulation E by Defendants;

12 C. Award such relief as the Court finds necessary to redress injury
13 resulting from Defendants' violations of the FTC Act, the EFTA, and Regulation E,
14 including but not limited to, rescission or reformation of contracts, restitution, the
15 refund of moneys paid, and disgorgement of ill-gotten monies; and

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

18
19 Dated: June 23, 2009

20 Respectfully submitted,
21 Collet Guerdard
22 COLLOT GUERARD
23 STEPHEN GURWITZ
24 RUTH YODAIKEN
25 Attorneys for Plaintiff
26 Federal Trade Commission
27 600 Pennsylvania Avenue, NW Suite 288
28 Washington, DC 20580

BARBARA CHUN
Attorney for the Plaintiff
10877 Wilshire Boulevard, Suite 700
Los Angeles, CA 90024

Attachment A

Grants For You Now

http://www.grantsforyounow.com



CONGRATULATIONS!
DID YOU KNOW YOU ARE ELIGIBLE TO RECEIVE
FREE MONEY
FROM THE GOVERNMENT?

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Getting Your Money is as Easy as 123...



- 1 Get Your **FREE** Grant Money Software kit!
- 2 Choose from Thousands of Available Grants!
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First name: _____

Last name: _____

Address: _____

City: _____

State: Select State

Zip: _____

Email: _____

Phone: _____

GET MY MONEY!



US Department of Housing and Urban Development officials announced Friday how they will divide \$4 billion in community block grants across the country.



The federal government is sending Idaho nearly \$20 million to buy or remodel foreclosed homes in an attempt to stabilize neighborhoods.



For low-income students, Pell Grants, which don't have to be repaid, are the most important federal aid program.

"Unfortunately the General Public isn't aware of Federal Grants and billions of dollars go unclaimed each year as a result."

Who Can Benefit From This?
Anyone Who Needs Money For:

- Business Start Up
- Home Repair
- Paying Off Debt
- Continued Education
- Personal Expenses
- Purchasing Property

And Much, Much, More...

Grants For You Now

<http://www.grantsforyounow.com>

Grants For You Now

Pay to the order of Grant Receiver \$7,455.00

The sum of Seven Thousand Four Hundred Fifty Five Dollars

Payable at

Lisa Fitzgerald
Authorized Signature

All American citizens and residents can apply and are eligible to receive Federal Government, State Government and Private Foundation funded grants and loans. Remember, these programs do not require credit checks, collateral, security deposits or co-signers. Even if you have declared a bankruptcy or currently have bad credit, as a tax payer and U.S. citizen or resident, you are entitled to apply for this money!

Right now, you may be eligible to receive up to \$50,000 in government money that you would NEVER HAVE TO REPAY.

Don't delay, get started now!

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Attachment B

Grants For You Now By Lisa Fitzgerald

https://www.grantsforyounow.com/order.aspx?enc=pFCZ4gMwQP9r

Grant\$ For You Now
by *Lisa Fitzgerald*

Real Solution For Getting the **MONEY** You Need!

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Grant\$ For You Now

Pay to the order of Terry Blake \$7,455.00
 The sum of Seven Thousand Four Hundred Fifty Five Dollars
 Payable at Your Local Bank

Lisa Fitzgerald
 Authorized Signature

PLEASE CONFIRM YOUR BILLING ADDRESS

This page is secured using 128-Bit SSL
 You are purchasing: Grants For You Now.
 Your credit card will be billed: \$1.99.
 Charges will appear from GRANTS.

Card Number: _____

Expiration: Month Year

CVV Code : What's my CVV code?

First Name : Terry

Last Name : _____

Address: _____

City: Babylon

State: New York

Zip: _____

Phone: _____

Email: _____

Grants For You Now's 100% "No Hassle Money Back Guarantee"



If you are not 100% satisfied with the information I'm giving you both in the kit and on the members only website, simply contact my customer service department, and I will refund your payment... no questions, no hassle!



Did you know you can apply for as many grants as you want? It's true. For instance, you could get a \$65,000 grant to begin a weight loss business, get \$8,800 in tuition to become a nurse or \$100,000 to open up the day-care center, you've always dreamed of owning. And then, go out and apply for a grant to buy a home for you and your family. And once your new business starts doing well you could go out and get another grant for expansion of your business. The possibilities are endless.

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YES! I want to make money on Google*

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Grants For You Now By Lisa Fitzgerald

<https://www.grantsforyounow.com/order.aspx?enc=pFCZ4gMwQP9>

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*You will be enrolled into a third party Google Profit program. You will be charged a one-time fee \$19.12 for full access for life. Please see welcome email from our partner for access instructions.

Attachment C

Grant One Day

GrantOneDay
Dont Let Your BailOut Go Unclaimed

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With Our Exclusive Grant Resource Guide
Getting Your Money is as Easy as 123...

- 1 GET INSTANT Access To Our Exclusive Resource Center!
- 2 Choose from Thousands of Available Grants!
- 3 Receive **FREE MONEY!**

Complete this Form to Get Your Instant Access!
PLEASE ENTER YOUR INFORMATION

First name: _____
Last name: _____
Address: _____
City: _____
State: Select State
Zip: _____
Email: _____
Phone: _____

GET MY MONEY!

NBC
US Department of Housing and Urban Development officials announced Friday how they will divide \$4 billion in community block grants across the country.

FOX NEWS
The federal government is sending Idaho nearly \$20 million to buy or remodel foreclosed homes in an attempt to stabilize neighborhoods.

CBS NEWS
For low-income students, Pell Grants, which don't have to be repaid, are the most important federal aid program.

"Unfortunately the General Public isn't aware of Federal Grants and billions of dollars go unclaimed each year as a result."

TESTIMONIALS

\$80,000 To pay off mortgage

Who Can Benefit From This?
Anyone Who Needs Money For:

- Business Start Up
- Home Repair
- Paying Off Debt
- Continued Education
- Personal Expenses
- Purchasing Property

And Much, Much, More...

Grant One Day



Thanks to Grant One Day I just got a check for \$80,000 to pay off my mortgage. Thank you for such a great product!
- Steph Johnson

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Pay to the order of Grant Receiver \$7,455.00
The sum of Seven Thousand Four Hundred Fifty Five Dollars
Payable at

Authorized Signature

\$15,000 Grant to Start New Business



I always wanted to get out of my day job and start my own business. Thanks to your program I just got a check to start for \$15,000. You made it so easy. Thank you!
- Ty Wallace

\$5,000 Grant



I did not realize how easy it was to get a grant. I almost did not believe it when I opened the mail and had a check for \$5,000 in it. Thank you!
- Wayne Brown


\$35,000 Grant to Fix Home



I replaced my kitchen, got new carpet, and painted both the inside and outside of my house, and got a brand new master bathroom thanks to your program.
- Marina Pierce

All American citizens and residents can apply to and may be eligible to receive Federal Government, State Government and Private Foundation funded grants and loans. Remember, these programs do not require credit checks, collateral, security deposits or co-signers. Even if you have declared a bankruptcy or currently have bad credit, as a tax payer and U.S. citizen or resident, you are entitled to apply for this money!

Right now, you may be eligible to receive up to \$50,000 in government money that you would NEVER HAVE TO REPAY.



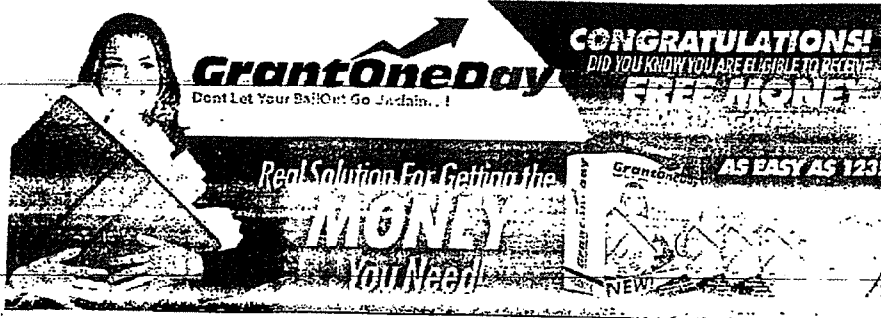
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Attachment D

Grant One Day

page 1 of 1



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Four thousand four hundred fifty five dollars \$7,455.00

The sum of Seven Thousand Four Hundred Fifty Five Dollars
Payable at Your Local Bank

Authorized Signature

Grant One Day's 100% "No Hassle Money Back Guarantee"

If you are not 100% satisfied with the information I'm giving you in the members only website, simply contact my customer service department, and I will refund your payment.



Did you know you can apply for as many grants as you want? It's true! For instance, you could get a \$65,000 grant to begin a weight loss business, get \$8,800 in tuition to become a nurse, or \$100,000 to open up the day-care center you've always dreamed of owning. And then, go out and apply for a grant to buy a home for you and your family. And once your new business starts doing well you could go out and get another grant for the expansion of your business. The possibilities are endless.

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Your credit card will be billed: \$1.99.
Charges will appear from GRANT ONE DAY.

Card Type: Visa

Card Number:

Expiration: Month Year

CVV Code: What's my CVV code?

First Name: John

Last Name: Range

Address: 12 Idaho Circle

City: Fair Lawn

State: New Jersey

Zip: 07601

Phone: 201-487-2356

Email: jjang43573@yahoo.com

I agree to the Privacy Policy and Terms and Conditions.

YES! I want to make money on Google*

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Attachment E

Easy Grant Access

http://www.easygrantaccess.com



EasyGrantAccess

Real Solution For Getting the **MONEY** You Need!

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With Our Exclusive Grant Resource Guide Getting Your Money is as Easy as 123...



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Last name: _____

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City: _____

State: **Select State**

Zip: _____

Email: _____

Phone: _____

GET MY MONEY!



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The federal government is sending Idaho nearly \$20 million to buy or remodel foreclosed homes in an attempt to stabilize neighborhoods.



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"Unfortunately the General Public isn't aware of Federal Grants and billions of dollars go unclaimed each year as a result."

TESTIMONIALS

Who Can Benefit From This?
Anyone Who Needs Money For:

- Business Start Up
- Home Repair
- Paying Off Debt
- Continued Education
- Personal Expenses
- Purchasing Property

And Much, Much, More...

Easy Grant Access

<http://www.easygrantaccess.com>



Pay to the order of Grant Receiver \$7,455.00

The sum of Seven Thousand Four Hundred Fifty Five Dollars

Payable at

Authorized Signature

All American citizens and residents can apply to and may be eligible to receive Federal Government, State Government and Private Foundation funded grants and loans. Remember, these programs do not require credit checks, collateral, security deposits or co-signers. Even if you have declared a bankruptcy or currently have bad credit, as a tax payer and U.S. citizen or resident, you are entitled to apply for this money!

Right now, you may be eligible to receive up to \$50,000 in government money that you would NEVER HAVE TO REPAY.

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Pay to the order of: Thomas Long \$7,455.00

The sum of Seven Thousand Four Hundred Fifty Five Dollars

Payable at Your Local Bank

Authorized Signature

Easy Grant Access 100% "No Hassle Money Back Guarantee"



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Did you know you can apply for as many grants as you want? It's true! For instance, you could get a \$65,000 grant to begin a weight loss business, get \$8,800 in tuition to become a nurse, or \$100,000 to open up the day-care center you've always dreamed of owning. And then, go out and apply for a grant to buy a home for you and your family. And once your new business starts doing well you could go out and get another grant for the expansion of your business. The possibilities are endless.

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Your credit card will be billed: \$1.98.
Charges will appear from **EASY GRANT**.

Card Type: Via

Card Number: _____

Expiration: Month Year

CVV Code : What's my CVV code?

First Name : Thomas

Last Name : _____

Address: _____

City: Roanoke

State: Virginia

Zip: _____

Phone: _____

Email: _____

I agree to the Privacy Policy and Terms and Conditions *

Easy Grant Access

<http://www.easygrantaccess.com/order.aspx?enc=bl5bOKTcHe8W>

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***After your 7 day trial, if not canceled, we will renew your membership to our members area for \$75.77 per month until canceled. Please see our Terms and Conditions for full details..**

Attachment G

Terms & Conditions

Advanced Consent

~~You understand that this consumer transaction involves your advanced consent (also called a negative option), and you may be liable for payment of future goods and services, under the terms of this agreement, if you fail to notify the supplier not to supply the goods or services described.~~

For future purchases, GrantOneDay.org reserves the right to make any modifications and changes (to these terms and conditions) that are deemed necessary—at any time—without any prior notification.

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~~As used in this Agreement, the following definitions will apply:~~

"Agreement" shall mean these Terms and Conditions (including any terms incorporated by hyperlink). "Client", "I", "you" or "your" shall mean the person or persons using, or subscribing to this website. "We", "us", "the company" or "our", shall mean GrantOneDay.org and its owners. "Site" shall mean a World Wide Web Site, and depending on the context, refers to the back office administration web site, the sponsor's web site, or the affiliate's web site.

Your Use of This Website is Governed by These Terms and Conditions

Please take a few minutes to review these Terms and Conditions. Your use of this website constitutes your agreement that you are at least 18 years of age, your agreement to follow these rules and to be bound by them. If you do not agree with any of these Terms and Conditions do not use the GrantOneDay.org website.

These Terms and Conditions May Change

GrantOneDay.org reserves the right to update or modify these Terms and Conditions at any time without prior notice. If at any time you deem the modification(s) to be unacceptable to you, termination of this agreement is your only recourse. Your use of this website following any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions each and every time you use this website.

Shipping & Other Fees

Upon submitting a request for trial membership, a username and password are assigned to you and can be used to gain access to the Online Grant Resource Guide, which is in our exclusive members-only website. The initial shipping and handling charge of \$1.99 includes the Instant Access to the Online Grant Resource Guide and is delivered by electronically by email and displayed on the order confirmation page. In addition to our exclusive Online Grant Resource Guide, customers may receive a CD that includes complementary information to that which is found in our Members Area. These CDs are in limited supply and all the information contained on the CD can be found in the Members Area. When submitting a request for a trial membership, you understand that GrantOneDay.org supplies an Online Grant Resource Guide and that the shipping and handling is for the electronic instant delivery of the program by email as well as displayed on the order confirmation page. All shipping and handling fees are NON-refundable. In the event you do NOT receive a CD, the shipping and handling charges still apply for the instant electronic means of delivery, as well as the provisioning of your account information into database. If in the event you do receive a CD by USPS mail, the cost of the shipping and handling is included in the \$ 1.99. You will not incur additional shipping costs if a CD was shipped to you. This bonus CD can be insured for an additional \$1.00.

By submitting the trial order you will receive instant access to the Members Area which contains the Online Grant Resource Guide's online directories and tutorials for seven calendar days. After seven days, if you choose not to cancel, you will be billed your first monthly membership fee of \$ 94.89 for continued access to GrantMemberServices.com— which is the exclusive Member's Only website for GrantOneDay.org. Membership fees will be charged to the credit card initially used by you to complete the trial transaction.

For the purposes of these terms and conditions (and any subsequent transactions initiated), submitting the order using the order form containing your information, and requiring initiating action on your part (submitting the order

Grant One Day Terms and Conditions

<http://www.grantoneday.com/terms.asp>

form using the order button), will constitute an electronic signature.

Upon submitting your order for the trial membership and not contacting us to cancel, you agree to pay the recurring monthly charges using the debit/credit card used during your trial membership order. You hereby provide pre-authorization and consent that GrantOneDay.org may charge \$ 94.89 on a monthly basis. You may stop payment on any pre-authorized charge by notifying GrantOneDay.org at least three business days prior to the scheduled charge date. You agree that your pre-authorization and electronic signature is sufficient to authenticate your authorization to charge the credit/debit card electronically. You further agree that these terms and conditions shall be your copy of your pre-authorization for the credit/debit card.

Upon completion of the order form, should your credit/debit card be declined, we may, at our option, continue to try to authorize your purchase on future dates. Your acceptance of these terms indicates your additional acknowledgement that should your purchase (of either the electronic shipping for your Username and Password, USPS delivered CD, or your monthly membership fee) eventually approve, you will accept and approve those charges to the method of initial payment.

CANCEL ANYTIME by calling customer service at 1-866-876-2778. We are open from 7AM-4PM Pacific Time.

3-Month Risk-Free Guarantee

You may cancel you membership at any time. However, to allow enough time to be successful with the program, your membership will remain active for a total of 88 days (from when your first trial day began). Upon realizing that you are not satisfied with our Online Grant Resource Guide, you may contact customer support to enact our 3-month (88 days) risk-free guarantee. Customer Support will then cancel your membership, in which you will not be billed any further monthly charges. You will have a total of 88 days (approximately 3 months) continued access to ensure that you get an adequate amount of time for the online guide to work for you. At the end of the 88th day (which began the first day of your Trial Membership), you may either choose to re-activate your monthly membership with us or request a refund for the last month's membership fee you paid.

Requesting a refund is simple. Once the Risk-Free period has ended (after the 88th day), click the link, complete and fax or mail the REFUND FORM.

Step By Step To Request A Refund:

1. Enter the email address you initially signed up with
2. Verify that the first and last name associated with the email address is correct
3. Print the refund form
4. Hand-write a brief explanation of why you are request a refund
5. Sign and send

The address and fax number will be listed on the refund form. Once we receive the form back, our Refund Processing Center will forward the request to the Billing Department. In most cases the refund is issued the same day the form is received. You can either fax your request or mail your request to the Refund Processing Center. All refund must be issued back to the same credit/debit card that was used when you submitted your order. Refunds can NOT be issued to a different credit/debit card and/or checks will NOT be issued for refund requests. Contact Customer Support if you cannot locate the email address you signed up with:

Phone: (866) 876-2778 | Email: support@grantmemberservices.com.

Please note: If you enact our 3 month Risk-Free Guarantee, you will not be billed any ADDITIONAL monthly membership charges. This is our way of offering you the program as well as enough time to truly evaluate its potential.

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Term of the Agreement

The period during which this Agreement will be in effect begins upon your purchase of subscription, or success kit and will end when terminated by either party. Either party may terminate the Agreement at any time, with or without cause, by giving the other party 10 (ten) days written notice of termination. Either party may terminate the Agreement immediately, without notice, if the other party breaches any material term of the Agreement and the breach is not corrected within 10 (ten) days of written notification. Upon the termination of this Agreement, you must immediately cease use of our site and any other materials provided to you in connection with this Agreement, including any trademarks, trade dress and logos.

NOTE: Memberships may not be modified or cancelled via email. Thank you for your membership, we look forward to continuing to serve you.

Charge backs and Reversals

We handle all charge backs and reversals as potential cases of fraudulent use of our services and/or theft of services. In cases where we have provided a service and we have verified that a client has received a kit and/or received a password to our site(s), whether or not they have used the site in any way, possible actions taken by the company may include disabling access to your account, filing a complaint with the Internet Crimes Bureau or local authorities, or reporting the incident to the appropriate authorities in your state to investigate theft of services. All fraudulent cases of chargeback requests will be vigorously fought by the Company. Please be advised that all activity and IP address information is being monitored on the site. This information may be used in a civil and criminal case against a client if there is fraudulent use or theft of services.

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You may be required to register with GrantOneDay.org in order to access certain areas of the Site. With respect to any such registration, we may refuse to grant you, and you may not use, a user name (or email address) that is already being used by someone else, that may be construed as impersonating another person, that belongs to another person, that violates the intellectual property or other rights of any person, that is offensive, or that we reject for any other reason in our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interaction with the Site that occurs in connection with your password or user name. You agree to immediately notify GrantOneDay.org of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you "log off"/exit from your account with the Site (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

Privacy

Any personal data (for example, your name, address, telephone number or e-mail address) you transmit to the Site by electronic mail or otherwise will be used by GrantOneDay.org in accordance with the Site's Privacy Policy as posted. You represent and warrant that any information you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, we may terminate your use of the Site.

Submissions

We welcome your comments regarding this website. However, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent to GrantOneDay.org shall be and remain the exclusive property of GrantOneDay.org. Your submission of any such Comments shall constitute an assignment to GrantOneDay.org of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. GrantOneDay.org will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

General Disclaimers

GrantOneDay.org does not endorse nor make any warranties or representations about the options or other service or data you may access, download or use as a result of the use of the information contained on the website, or about a website you may access through this website. Links to other sites are provided for convenience only. You

need to make your own decisions regarding your interactions or communications with any other website.

GrantOneDay.org makes no representation that content provided on this website is applicable or appropriate for use in locations outside of the United States.

~~GrantOneDay.org assumes no risk or responsibility for your use of any of the content provided on this website.~~

In some cases, the owners, originators, founders, developers, and marketers of this product may use a 'pen name' to allow for privacy and confidentiality. Because we give valuable information away for free, the same information that others sell for thousands of dollars, we have made some industry 'gurus' quite mad. This should not be construed as an attempt to not disclose, but rather simply a desire for privacy from an ever-growing threat of jealousy and attack by our competitors. All testimonials and representations of profits earned are from real individuals and/or companies. Actual names, website, addresses, etc. are available by writing to the address listed at the end of these terms and conditions.

Limitation of Liability

Under no circumstances, shall GrantOneDay.org or any of its employees, directors, officers, agents, vendors or suppliers be liable for any direct or indirect losses or damages arising out of or in connection with the use of or inability to use this website.

This is a comprehensive limitation of liability that applies to all losses and damages of any kind (whether general, special, consequential, incidental, exemplary or otherwise, including, without limitation, loss of data, income or profits), whether in contract, negligence or other tortious action, even if an authorized representative of any GrantOneDay.org has been advised of or should have known of the possibility of such damages.

If you are dissatisfied with this website or any content on the site, or with these terms and conditions, your sole and exclusive remedy is to discontinue using this website. You acknowledge, by your use of this website, that your use of the site is at your sole risk.

Applicable law may not allow the limitation of liability set forth above, so this limitation of liability may not apply to you. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of GrantOneDay.org, under such circumstances for liabilities that otherwise would have been limited, our maximum aggregate liability to you arising by reason of this transaction shall be the amount paid by you for the physical materials.

Indemnity

You agree to defend, indemnify and hold harmless us and our directors, officers, agents, and employees for any and all costs, fines, claims, damages, charges, or fees (including reasonable attorney's and expert witness' fees) arising by reason of your purchase or use of the web site or arising from: Any breach of the agreement. Any claims arising from the sale or license of goods or services promoted or made available through this program except where limited by law. Our indemnity rights shall not be limited or offset by any contributory negligence by us.

Electronic Records

You agree to the use of electronic records to evidence this agreement. You understand that you have the right to not consent to the use of electronic records by not transacting business with the company. In such event, this will be null and void. Your consent applies only to this transaction. You hereby waive any objection you may have to the companies use of electronic records in court should it be necessary to enforce the terms of this agreement.

Consent to Binding Arbitration Before the American Arbitration Association

By execution of this Agreement you hereby consent and agree that any and all disputes that arise concerning this Agreement or any of the terms of this Agreement, or that concern any aspect of the relationship between Client and Company, shall be decided exclusively in binding arbitration conducted by the American Arbitration Association ('AAA'). Client and Company further consent and agree that Client may file their complaint with the AAA in their state, but that all AAA arbitration hearings shall be conducted in Utah, where Company is headquartered and located, before a single AAA arbitrator. The arbitrator shall be appointed in accordance with the Section R-13, Appointment from Panel, of AAA's Commercial Arbitration rules. Client and Company consent and agree that the

Grant One Day Terms and Conditions

<http://www.grantoneday.com/terms.aspx>

AAA arbitrator shall exclusively apply Utah law to the dispute, regardless of and without giving any consideration to choice of law principles. Client and Company further consent and agree that each party will bear his/her/it's own cost and attorneys' fees incurred in connection with the AAA arbitration proceedings, and agree that the AAA arbitrator shall have no power or discretion to make any award of costs or attorneys' fees. However, in the event that Client or Company files any court proceedings in violation of the contractually agreed upon arbitration requirement, the party who is required to appear in any court proceedings to defend against such proceeding shall be entitled to an immediate stay and dismissal of such court proceedings, and shall be entitled to an award of all reasonable attorneys' fees and costs incurred in connection with such court proceedings. The final decision of the arbitrator shall be furnished in writing and shall constitute a conclusive determination of the issue(s) in question, binding upon the Client and Company, and shall not be contested by either of them except as permitted by applicable law. Such decision may be used in a court of law only for the purpose of seeking enforcement of the arbitrators' award.

Waiver

No failure to enforce any provision, assert any right or insist on performance of any provision under this Agreement in any instance shall be deemed a waiver of the ability to enforce such provision, assert such right, or insist on the performance of such obligations in the future. Our failure to enforce your strict performance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Entire Agreement

This agreement constitutes the entire understanding with regard to your purchase and affiliation with the sponsor, and us and supersedes all prior representations, oral or written. If any provision, paragraph, or subparagraph of this agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, the rest of the agreement shall remain in effect. The parties agree that in such event, the offending clause will be replaced with a provision or provisions having the same economic effect. This agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. By ordering from GrantOneDay.org or utilizing services of GrantOneDay.org. You hereby acknowledge that you have read the above terms and conditions, understand them, and agree to be legally bound by them.

Enforcement of Terms and Conditions

By accessing and using the GrantOneDay.org website, you agree that your access to and use of this website is subject to these terms and conditions, as well as all applicable laws, as governed and interpreted pursuant to the laws of the state of California, United States of America.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Federal Trade Commission,

CASE NUMBER

v.
IN DEEP SERVICES, INC.,

PLAINTIFF(S)
ED CV 09 - 01193

SGL

(See attached)

DEFENDANT(S).

SUMMONS

(PJW)

TO: DEFENDANT(S): IN DEEP SERVICES, INC.

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Collot Guerard & Steven Gurwitz, whose address is 600 Pennsylvania Ave. NW, Suite 288, Washington, DC 20580. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

TERRY NAFISI

Clerk, U.S. District Court

Dated: JUN 23 2009

By: [Signature]
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

1 COLLOT GUERARD
cguerard@ftc.gov
2 STEPHEN GURWITZ
sgurwitz@ftc.gov
3 RUTH YODAIKEN
ryodaiken@ftc.gov
4 Federal Trade Commission
600 Pennsylvania Avenue, NW, Room 288
5 Washington, DC 20580
202-326-3338 (Ms. Guerard)
6 202-326-3272 (Mr. Gurwitz)
202-326-2127 (Ms. Yodaiken)
7 202-326-3395 (facsimile)

8 Local Counsel
BARBARA CHUN
9 CA Bar No. 186907
Federal Trade Commission
10 10877 Wilshire Boulevard, Suite 700
Los Angeles, CA 90024
11 310-824-4312 (Ms. Chun)
310-824-4380 (facsimile)
12

13
14 **UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

15 **ED CV 09 - 01193**

16 **FEDERAL TRADE COMMISSION,**

17 **Plaintiff,**

18 **v.**

19 **IN DEEP SERVICES, INC., a California**
20 **corporation, also d/b/a Grants For You**
21 **Now, Grant One Day, and Easy Grant**
22 **Access, RYAN CHAMPION, individually**
23 **and as an officer of In Deep Services, Inc.,**
24 **and JOSEPH C. FLEMING IV,**
25 **individually and as an officer of In Deep**
26 **Services, Inc.,**

27 **Defendants.**

28 **Civil No.**

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

29 Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), for its
30 Complaint alleges:
31
32

33 Complaint
34 *FTC v. In Deep Services, Inc., et al.*

FILED
2009 JUL 23 AM 10:29
CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
RIVERSIDE

SGL

(PWX)

5/20
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DWA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Federal Trade Commission

Plaintiff(s)

v.

IN DEEP SERVICES, INC., et al

Defendant(s)

CASE NUMBER:

**PROOF OF SERVICE
SUMMONS AND COMPLAINT**
(Use separate proof of service for each person/party served)

1. At the time of service I was at least 18 years of age and not a party to this action and I served copies of the (specify documents):

- a. summons complaint alias summons first amended complaint
- second amended complaint
- third amended complaint

other (specify): See attached list of documents served

2. Person served:

- a. Defendant (name):
- b. Other (specify name and title or relationship to the party/business named):
- c. Address where papers were served:

3. Manner of Service in compliance with (the appropriate box must be checked):

- a. Federal Rules of Civil Procedure
- b. California Code of Civil Procedure

4. I served the person named in Item 2:

a. By Personal service. By personally delivering copies. If the person is a minor, by leaving copies with a parent, guardian, conservator or similar fiduciary and to the minor if at least twelve (12) years of age.

1. Papers were served on (date): _____ at (time): _____

b. By Substituted service. By leaving copies:

1. (home) at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of a competent member of the household, at least 18 years of age, who was informed of the general nature of the papers.

2. (business) or a person apparently in charge of the office of place of business, at least 18 years of age, who was informed of the general nature of the papers.

3. Papers were served on (date): _____ at (time): _____

4. by mailing (by first-class mail, postage prepaid) copies to the person served in Item 2(b) at the place where the copies were left in Item 2(c).

5. papers were mailed on (date): _____

6. due diligence. I made at least three (3) attempts to personally serve the defendant.

- c. **Mail and acknowledgment of service.** By mailing (*by first-class mail or airmail, postage prepaid*) copies to the person served, with two (2) copies of the form of Waiver of Service of Summons and Complaint and a return envelope, postage prepaid addressed to the sender. (**Attach completed Waiver of Service of Summons and Complaint**).
 - d. **Service on domestic corporation, unincorporated association (including partnership), or public entity. (F.R.Civ.P. 4(h)) (C.C.P. 416.10)** By delivering, during usual business hours, a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process and, if the agent is one authorized by statute and the statute so requires, by also mailing, by first-class mail, postage prepaid, a copy to the defendant.
 - e. **Substituted service on domestic corporation, unincorporated association (including partnership), or public entity. (C.C.P. 415.20 only)** By leaving during usual office hours, a copy of the summons and complaint in the office of the person served with the person who apparently was in charge and thereafter by mailing (*by first-class mail, postage prepaid*) copies to the persons at the place where the copies were left in full compliance with C.C.P. 415.20. Substitute service upon the California Secretary of State requires a court order. (**Attach a copy of the order to this Proof of Service**).
 - f. **Service on a foreign corporation.** In any manner prescribed for individuals by FRCP 4(f).
 - g. **Certified or registered mail service.** By mailing to an address outside California (*by first-class mail, postage prepaid, requiring a return receipt*) copies to the person served. (**Attach signed return receipt or other evidence of actual receipt by the person served**).
 - h. **Other** (specify code section and type of service):
5. Service upon the **United States, and Its Agencies, Corporations or Officers.**
- a. by delivering a copy of the summons and complaint to the clerical employee designated by the U.S. Attorney authorized to accept service, pursuant to the procedures for the Office of the U.S. Attorney for acceptance of service, or by sending a copy of the summons and complaint by registered or certified mail addressed to the civil process clerk at the U.S. Attorneys Office.
 Name of person served:
 Title of person served:
 Date and time of service: (*date*): _____ at (*time*): _____
 - b. By sending a copy of the summons and complaint by registered or certified mail to the Attorney General of the United States at Washington, D.C. (**Attach signed return receipt or other evidence of actual receipt by the person served**).
 - c. By sending a copy of the summons and complaint by registered or certified mail to the officer, agency or corporation (**Attach signed return receipt or other evidence of actual receipt by the person served**).

6. At the time of service I was at least 18 years of age and not a party to this action.

7. Person serving (*name, address and telephone number*):

- a. Fee for service: \$
- b. Not a registered California process server
- c. Exempt from registration under B&P 22350(b)
- d. Registered California process server

8. I am a California sheriff, marshal, or constable and I certify that the foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Date:

(Signature)

PROOF OF SERVICE - SUMMONS AND COMPLAINT

1 COLLOT GUERARD
cguerard@ftc.gov
2 STEPHEN GURWITZ
sgurwitz@ftc.gov
3 RUTH YODAIKEN
ryodaiken@ftc.gov
4 Federal Trade Commission
600 Pennsylvania Avenue, NW, Room 288
5 Washington, DC 20580
202-326-3338 (Guerard)
6 202-326-3272 (Gurwitz)
202-326-2127 (Yodaiken)
7 202-326-3395 (facsimile)

8 Local Counsel
BARBARA CHUN
9 CA Bar No. 186907
Federal Trade Commission
10 10877 Wilshire Boulevard, Suite 700
Los Angeles, CA 90024
11 310-824-4312 (Ms. Chun)
310-824-4380 (facsimile)

12 **UNITED STATES DISTRICT COURT**
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 **FEDERAL TRADE COMMISSION,**
15 **Plaintiff,**
16 **v.**
17 **IN DEEP SERVICES, INC., et al.**
18 **Defendants.**
19

Civil No.

Attachment to Proof of
Service Form

20
21 I served the following papers:

- 22 1. Summons;
23 2. Complaint;
24 3. Civil Cover Sheet;
25 4. Plaintiff's *Ex Parte* Application for a Temporary Restraining Order ("TRO")
26 With Asset Freeze and Other Equitable Relief, and Order to Show Cause Why
27 Preliminary Injunction Should Not Issue;
28 5. Memorandum of Points and Authorities in Support of Plaintiff FTC's *Ex Parte* Application for a TRO;

1 6. [Proposed] TRO;

2 7. Volumes I - IV of Exhibits to Memorandum of Points and Authorities in
3 Support of Plaintiff FTC's *Ex Parte* Application for TRO;

4 8. Certification of Plaintiff's Counsel Collot Guerard Pursuant to F. R. Civ. P.
5 65;

6 9. Application of Collot Guerard to Appear in a Specific Case;

7 10. [Unsigned] Order on Application of Collot Guerard to Appear in a Specific
8 Case;

9 11. Application of Stephen Gurwitz to Appear in a Specific Case;

10 12. [Unsigned] Order on Application of Stephen Gurwitz to Appear in a Specific
11 Case;

12 13. Application of Ruth Yodaiken to Appear in a Specific Case; and

13 14. [Unsigned] Order on Application of Ruth Yodaiken to Appear in a Specific
14 Case.

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**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) FEDERAL TRADE COMMISSION	DEFENDANTS IN DEEP SERVICES, INC., d/b/a Grants for You Now, Grant One Day, and Easy Grant Access: RYAN CHAMPION; and JOSEPH C. FLEMING IV
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Collot Guerard (202-326-3338) Federal Trade Commission 600 Pennsylvania Ave. NW Suite 288 Washington DC 20580	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input checked="" type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																				
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify):
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Federal Trade Commission Act, 15 U.S.C. 45(a); Electronic Fund Transfer Act (15 U.S.C. 1693e(a)). Misrepresentation & omissions in sale of grant-related products.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
--	--	--	---	--	---

ED CV 09 - 01193 SGL PJW

FOR OFFICE USE ONLY: Case Number: _____
 AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
San Bernardino (Defendant In Deep Services, Inc.) Los Angeles County (Defendants Ryan Champion & Joseph C. Fleming IV)	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
San Bernardino	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Collet Guerdard Date June 23, 2008

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))