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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

2010 FEB -2 AM 8:31

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY [Signature]
DEPUTY CLERK

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

ABILI-STAFF, LTD., a limited partnership,
also d/b/a moneyfromhome.com,
moneyfromhome.net, and jobsformoms.com,

EQUITRON, LLC, a limited liability
company,

PAMELA JEAN BARTHULY, individually
and as an officer of EQUITRON, LLC,
and

JORG WILHELM BECKER, individually
and as a member of EQUITRON, LLC,

Defendants.

Civil Action No.

SA10CA0088

UNDER SEAL

COMPLAINT FOR INJUNCTIVE AND OTHER EQUITABLE RELIEF

Plaintiff, the Federal Trade Commission ("FTC"), for its Complaint alleges:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), in connection with the marketing and sale of work-at-home job listings offered through Web site memberships ("job listings").

JURISDICTION AND VENUE

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

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

PLAINTIFF

4. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce.

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

DEFENDANTS

6. Defendant Abili-Staff, Ltd. ("Abili-Staff"), also doing business as jobsformoms.com, moneyfromhome.com, and moneyfromhome.net, is a Texas limited partnership with its principal place of business at 2810 Thousand Oaks Drive #400, San Antonio, Texas 78232. Through the Texas Secretary of State, Abili-Staff has registered the following additional assumed names: CCS Group Advertising, Topjobs.net, Netfit, Netfit USA, and 123-Add-Masters.com. Abili-Staff transacts or has transacted business in this district and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, Abili-Staff has advertised, marketed, distributed, or sold job listings to consumers throughout the United States.

7. Defendant Equitron, LLC (“Equitron”) is a Texas limited liability company with its mailing address at 2810 Thousand Oaks Drive #400, San Antonio, Texas 78232, and its principal place of business at 13423 Blanco Road #215, San Antonio, Texas 78216. Equitron is a one-percent owner and the general partner of Abili-Staff and serves as Abili-Staff’s registered agent. Equitron transacts or has transacted business in this district. At all times material to this Complaint, acting alone or in concert with others, Equitron has advertised, marketed, distributed, or sold job listings to consumers throughout the United States.

8. Defendant Pamela Jean Barthuly (“Barthuly”) is a member and president of Equitron and owns a 49 percent interest in Abili-Staff. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Equitron and Abili-Staff, including the acts and practices set forth in this Complaint. Defendant Barthuly resides in this district and in connection with the matters alleged herein, transacts or has transacted business in this district.

9. Defendant Jorg Wilhelm Becker (“Becker”) is a member of Equitron. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Equitron and Abili-Staff, including the acts and practices set forth in this Complaint. Defendant Becker resides in this district and in connection with the matters alleged herein, transacts or has transacted business in this district.

COMMON ENTERPRISE

10. Defendants Abili-Staff and Equitron (collectively "Corporate Defendants") operate as a common enterprise while engaging in the deceptive acts and practices alleged below. Defendants conduct the business practices described below through interrelated companies that have common control, business functions, and office locations. Because these Corporate Defendants operate as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Individual Defendants Barthuly and Becker formulate, direct, control, have the authority to control, or participate in the acts and practices of the Corporate Defendants that constitute the common enterprise.

COMMERCE

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

DEFENDANTS' BUSINESS ACTIVITIES

12. Since at least February 2001, and continuing thereafter, Defendants have advertised, marketed, promoted, offered for sale, and sold access to work-at-home job listings provided through Web site memberships. Defendants advertise their job listings memberships through three Web sites, www.moneyfromhome.com, www.jobsformoms.com, and www.moneyfromhome.net.

13. Defendants advertise their Web sites through Google AdWords sponsored links. Consumers who conduct online Google searches using terms like "jobs for moms," "jobs moms home," "jobs moms," "money from home," "scam free jobs," "scam free work at home jobs," "scam free jobs at home," and "work at home scam free," as well as other terms, get search

results that often include one or more of Defendants' Web sites on the first page of results, sometimes as the first result listed.

14. Defendants' Web sites contain both public areas and membership-only areas. The public Web site areas are freely accessible, and these Web sites make representations that induce consumers to purchase access to the membership job listings. Through written statements on Defendants' Web sites, Defendants offer access to job listings to consumers for a fee. Each of Defendants' Web sites uses similar language to describe key features of their job listings.

15. Access to Defendants' job listings is available only to consumers who purchase a membership to one of Defendants' Web sites.

16. Before purchasing a membership, consumers are restricted to the public areas of Defendants' Web sites. Consumers do not have an opportunity to review any actual job listings on Defendants' Web sites before purchasing their job listings memberships and are unable to assess the true value of the membership before joining.

Defendants Promise Access to More than 1000 Work-at-Home Jobs

17. To attract consumers and induce them to purchase a membership allowing access to Defendants' job listings, the public portions of Defendants' Web sites make express representations that by purchasing Defendants' job listings, consumers will receive access to more than 1000 work-at-home job opportunities. At various times, Defendants' Web sites have made the following statements, and other similar statements:



-and-

Choose from over 1000 REAL Work at Home Jobs... all 100% scam-free.

-and-

Lists and lists... pages and more pages...
over 1000 totally scamfree work at home job listings for you to choose from.
Go ahead... be a kid in a candy store.

18. The public portions of Defendants' Web sites contain written materials that induce consumers to believe that Defendants' Web sites are legitimate sources of jobs, including, but not limited to: purported national media endorsements of the Web sites, customer testimonials, lengthy FAQs, and articles on how to be successful in various home-based jobs or businesses. The moneyfromhome.com Web site also contains an animation of a character making virtually identical audio representations as the Web site's written representations. These materials further convince consumers that, by purchasing a membership, they will receive access to more than 1000 listings for legitimate work-at-home jobs.

19. Defendants represent that their work-at-home job listings include "top quality listings." Defendants represent that "most of the work at home jobs won't cost [consumers] a penny to start" and that "HUNDREDS of listings don't cost a single penny to start." Defendants represent that, by purchasing a membership, consumers will have "access to some of the best employers in the U.S.," and to "some of the best companies in the United States" including "[p]opular employers such as IBM, Travellers [sic] Insurance, Wells Fargo Bank, Sears, and many more." Defendants have also represented that their job listings include job opportunities with "[g]reat companies to work for," that they include "Fortune 500 companies," and that "[m]any of [Defendants' work-at-home] jobs are with huge companies that you know well, like

Farmer Insurance [sic], Lillian Vernon, Sun Microsoft Systems [sic], Allstate Insurance, Carlson Wagonlit Travel, Dish Network, Boeing, University of Phoenix and much, much more.”

20. Defendants represent that they have “sort[ed] through,” “pre-screened,” and “researched” over a thousand “scam-free” jobs. Each of Defendants’ Web sites includes a prominently displayed seal claiming Defendants’ Web site is “scam free”:



Additional representations have included:

That means that the thousands and thousands of moms that have used our Web site, have been able to search comfortably, freely and safely for the work at home jobs that are right for them, without getting scammed! **And so can you.**

-and-

Our company was the first, and is still the only, place where you can search **100% Home-Based Jobs that are certified 100% Scam-Free.** Real, live people carefully sort through the thousands and thousands of listings we receive every year, choosing only the top quality listings to be posted at our site... ready for busy moms and dads to browse through at their convenience.

21. Defendants represent that their job listings will provide access to paying work-at-home jobs. At various times, Defendants’ Web sites have made the following statements, and other similar statements:

**How To Earn Real Money as a
Stay-At-Home Mom with a
REAL Work at Home Job.**

-and-

**Your wait is over... you'll be finding paychecks in
your mail box in no time!**

-and-

**ALL OF THESE ARE
PAYING WORK AT HOME JOBS!**

-and-

If you're a mom that's interested in making money from home,
this is certainly the Web site to check out!

Defendants Promise Unlimited Use

22. Defendants' Web sites make representations that, upon purchasing Defendants' job listings memberships, consumers will receive unlimited use of and access to Defendants' job listings for the duration of the membership term. At various times, Defendants' Web sites have made the following statements and similar statements:

You'll get your own User ID and password to access our private work from home job information 24 hours a day, 7 days a week.

-and-

You'll have UNLIMITED ACCESS to ALL of our work at home opportunities for moms, including updates, for a whole year!

-and-

Instant and unlimited personal access to 1000+ Scam-Free Job Listings, including updates for a WHOLE YEAR from just one low price.

Defendants' Money-Back Guarantee

23. To attract consumers and induce them to purchase Defendants' job listings membership, Defendants' jobsformoms.com and moneyfromhome.com Web sites represent that the purchase of a membership comes with a money-back guarantee. Defendants represent that

consumers will be able to use Defendants' job listings to find a paying job, and if consumers are "not getting paid to work at home" after 60 days, Defendants will "CHEERFULLY give your money back." Thus, consumers who have doubts, or wonder if they can get their money back if not satisfied, are assured by the guarantee that they can obtain a refund "no questions asked."

These Web sites have made the following statement and similar statements:

**Order 100% Risk-Free!
You'll Get PAID to Work at Home or
You'll Get your Money Back!**

Use our service AS MUCH AS YOU WANT for sixty days or more to get the work at home job of your dreams. If you're not getting PAID to work at home by that time, contact us by email from our site immediately and we'll CHEERFULLY give you all your money back! No questions asked!

Memberships

24. The Defendants offer or have offered "Work at Home" membership packages, ranging in price from \$29.98 to \$89.99. The core product offered for all memberships is access to Defendants' job listings, although the length of the memberships and other details differ. For instance, two of Defendants' Web sites offer or have offered the Basic Membership level, for \$39.99, that provides "Instant and unlimited personal access to 1000+ Scam-Free Job Listings, including updates for a WHOLE YEAR for just one low price!" The "Good Life Membership," for \$69.99, provides everything that is included in the Basic Membership level, plus access to "60% more" jobs and access to two additional member areas, an "auction suite" and a "home business suite," that provide information and ideas on how to start home-based businesses. The third membership package, the "Two Year Membership," for \$89.99, provides "[t]he best overall value" and "include[s] everything in the Good Life [Membership] Package but you get **two whole** years of membership for one low price." (Emphasis in original.)

25. Consumers purchase their memberships online by providing a credit card account number to Defendants after completing their online Membership Application.

26. Few, if any, consumers who purchase Defendants' job listings membership find a paying work-at-home job using Defendants' job listings.

Consumers Do Not Receive Unlimited Access to 1000 Jobs

27. After purchasing Defendants' membership, consumers find that they do not receive access to more than 1000 jobs. Instead, many consumers find that they receive access to significantly fewer jobs, even 100 or less.

28. In fact, in many instances, consumers find that the only available jobs are jobs that require up-front payments, despite Defendants' Web site representations such as "most of the work at home jobs won't cost you a penny to start," and "HUNDREDS of listings don't cost a single penny to start." In many instances, consumers find that Defendants' job listings do not include jobs with "Fortune 500 companies" and "other huge companies [consumers] know well," as Defendants previously claimed. In some instances, the listed jobs have geographical restrictions on them, so only consumers in certain geographical locations may apply.

29. In many instances, contrary to Defendants' representations that purchasers of Defendants' job listings membership will receive unlimited access to more than 1000 jobs for the duration of the membership term, consumers find that Defendants summarily suspend consumers' memberships and prevent consumers from accessing their job listings long before their membership periods expire. Some consumers are locked out of Defendants' job listings membership after logging onto the site only a few times. In some instances, consumers are locked out of their accounts within one day of purchasing Defendants' job listings membership. In numerous instances, consumers who purchase job listings memberships are locked out of their

memberships long before their memberships expire and do not receive access to more than 1000 job listings.

30. In many instances, after Defendants summarily suspend consumers' accounts, Defendants send an email accusing consumers of engaging in questionable usage of the membership. Defendants provide a variety of excuses for their accusations about questionable usage, including: that consumers accessed the job listings membership from more than one computer and that the consumer has clicked on numerous job opportunities.

31. In many instances, Defendants demand these consumers respond to an email containing a series of technical questions within a 24-hour period and demand consumers to supply a copy of their resume. Consumers uniformly deny that they have engaged in improper activity and generally attempt to respond to Defendants' email questions. No matter how thoroughly they respond, consumers are unable to answer Defendants' email questions to the satisfaction of Defendants. Even after timely responding to the lengthy and in depth questions, consumers are still unable to regain access to Defendants' job listings.

Consumers Do Not Receive Refunds

32. To request a refund of the membership fees consumers paid, consumers are required to submit their refund requests online through Defendants' Web sites.

33. Despite the express representations on Defendants' jobformoms.com and moneyfromhome.com Web sites that consumers can receive a full refund, Defendants often fail to issue refunds. Through email communications, Defendants inform consumers they failed to meet elaborate prerequisites for obtaining a refund. Defendants also tell consumers that they did not try hard enough to find a job using Defendants' job listings. In other instances, Defendants claim

consumers violated the terms of the Membership Agreement. Some consumers receive a refund only after they complain to the Better Business Bureau.

VIOLATIONS OF THE FTC ACT

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

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

Count I

36. Defendants represent, directly or indirectly, expressly or by implication, that purchasers of Defendants’ job listings membership receive unlimited access to more than 1000 work-at-home job listings for the duration of the membership term.

37. In truth and in fact, in numerous instances, purchasers of Defendants’ job listings membership do not receive unlimited access to more than 1000 work-at-home job listings for the duration of the membership term.

38. Therefore, Defendants’ representation as set forth in Paragraph 36 of this Complaint is false or misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count II

39. Defendants represent, directly or indirectly, expressly or by implication, that Defendants give full refunds to consumers who are not getting paid to work at home 60 days after purchasing Defendants' job listings membership.

40. In truth and in fact, in numerous instances, Defendants do not give full refunds to consumers who are not getting paid to work at home 60 days after purchasing Defendants' job listings membership.

41. Therefore, the making of the representation as set forth in Paragraph 39 of this Complaint constitutes a deceptive act or practice in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

CONSUMER INJURY

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

THIS COURT'S POWER TO GRANT RELIEF

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

PRAYER FOR RELIEF

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

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

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

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

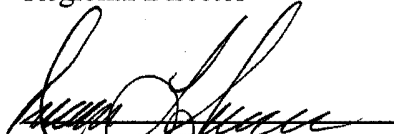
D. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,

WILLARD K. TOM,
General Counsel

DEANYA T. KUECKELHAN
Regional Director

Dated: February 2, 2010



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