CAUSE NO. _______________

STATE OF TEXAS and HARRIS COUNTY, TEXAS *Plaintiffs,*	§ § § §	**IN THE DISTRICT COURT**
V.	§ §	**OF HARRIS COUNTY, TEXAS**
UNITED FUNDING LOGISTICS LLC; UFL DEBT SETTLEMENT LLC; CREDIT BEAST LLC; and BRIAN WILSON, Individually and d/b/a UNITED FUNDING LOGISTICS *Defendants.*	§ § § § § § §	**_____ JUDICIAL DISTRICT**

PLAINTIFFS' ORIGINAL PETITION AND
APPLICATION FOR PERMANENT INJUNCTION

"I don't care what any of you think about my company being a scam or a crook or anything like that."
—Brian Wilson, head of United Funding Logistics

1. Plaintiffs, the State of Texas and Harris County, Texas, acting by and through the Harris County Attorney, Abbie Kamin, bring this action against Brian Wilson and the United Funding Logistics family of businesses for violating the Deceptive Trade Practices–Consumer Protection Act ("DTPA") and Chapter 393, Texas Finance Code.

2. These defendants and their affiliates owned and operated businesses which targeted consumers. They purported to provide legitimate credit-counseling and other related services, such as responding to debt collectors and providing legal services for debt-collection lawsuits. These businesses used a range of false, misleading, and deceptive tactics to get consumers to pay for promised services that

the businesses did not or could not provide. Further still, these businesses lured victims into paying fees grossly exceeding advertised pricing, and they mislead consumers into thinking their payments would lead to payouts at the end of class-action lawsuits.

I. DISCOVERY CONTROL PLAN

3. Discovery shall be conducted under Level 2 pursuant to Texas Rule of Civil Procedure 190.3. Restrictions concerning expedited discovery under Rule 169 do not apply because Plaintiffs seek non-monetary injunctive relief as part of their claims.

II. CLAIM OF RELIEF

4. Plaintiffs seek to hold all defendants accountable for their, their affiliates', and their agents' unlawful conduct as alleged herein and also seek injunctive relief.

5. Plaintiffs seek to collect penalties from Defendants, obtain an order forcing Defendants to pay money damages and restitution of money and/or property acquired unlawfully, and obtain any other relief authorized by law.

6. To the extent damages are sought, the damages or other monetary relief otherwise at issue in this case are within the jurisdictional limits of the court. Plaintiffs seek nonmonetary relief. Plaintiffs seek monetary relief over $1,000,000, which may be comprised of civil penalties, damages to the victims, and/or the restoration of money and property acquired by means of unlawful acts or practices.

III. PARTIES

7. Plaintiffs are the State of Texas and Harris County, Texas, ("Harris County")

acting by and through the Harris County Attorney, Abbie Kamin, under the State of Texas' laws. Plaintiffs are exempt from bond.[1]

8. Defendant United Funding Logistics LLC (**"United Funding Logistics"**) is a terminated Texas limited liability company which operated out of Harris County and which statutorily continues in existence pursuant to Chapter 11, Texas Business and Organizations Code. Defendant may be served with process by serving its governing person, Brian Wilson.

9. UFL Debt Settlement LLC ("**UFL Debt Settlement"**) is a terminated Texas limited liability company which operated out of Harris County and which statutorily continues in existence pursuant to Chapter 11, Texas Business and Organizations Code. Defendant may be served with process by serving its governing person, Brian Wilson.

10. Credit Beast LLC (**"Credit Beast"**) is a terminated Texas limited liability company which operated out of Harris County and which statutorily continues in existence pursuant to Chapter 11, Texas Business and Organizations Code. Defendant may be served with process by serving its governing person, Brian Wilson.

11. Defendant Brian Wilson (**"Wilson"**) is an individual who conducted business in and operated out of Harris County. Defendant may be served with process at 19314 Indigo Lake Drive, Magnolia, Texas 77355, or wherever he may be found.

12. The following definitions shall apply in this suit:

a. **"Defendants**" shall mean Wilson, United Funding Logistics, UFL Debt Settlement, and Credit Beast.

[1] *See* Tex. Civ. Prac. & Rem. Code § 6.001 and Tex. Bus. & Comm. Code § 17.47(b).

b. **“Affiliated Entities”** means all **entities** which operated or are operating on behalf of any of Defendants, regardless of whether the entity at issue is a named defendant.

c. **“Affiliated Agents”** means all agents (including contractors, employees, directors, officers, and other staffers) who acted or are acting on behalf of Defendants or Affiliated Entities.

d. **“Relief Defendants”** means named defendants in their capacity as being subject to all court orders, injunctions, and equitable disgorgement orders under applicable law.[2]

IV. JURISDICTION, AUTHORITY, AND VENUE

13. The relief sought is within the Court’s jurisdiction under Article V, Section 8 of the Texas Constitution and Texas Government Code §§ 24.007, 24.008, and 24.011. Plaintiffs are authorized to bring this action under DTPA §§ 17.47 and 17.48 in the name of the State to protect consumers against false, misleading, and deceptive trade practices.

14. Venue is proper in Harris County pursuant to DTPA § 17.47(b) because (1) all named defendants, their agents, and those working in concert with them have done business in Harris County and (2) transactions and conduct making up the basis of this suit occurred in Harris County.

15. For example, the header on false, misleading, and deceptive United Funding

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[2] Named defendants are relief defendants because, based on information and belief: (a) they possess or may potentially possess in the future ill-gotten gains derived from the unlawful acts or practices alleged in this lawsuit, and/or
(b) they have acquired benefits that would be subject to the equitable remedy of disgorgement (the forced relinquishment of all benefits that would be unjust to retain, including all ill-gotten gains and benefits or profits resulting from an actor or actors putting fraudulently and illegally obtained property to a profitable use).

Logistics contracts had the following Houston address:

Welcome to United Funding Logistics LLC
8203 Willow Place Dr. S
Houston, TX 77070

V. TRADE AND COMMERCE AND PUBLIC INTEREST

16. At all times described herein, Defendants have engaged in conduct constituting "trade" and "commerce," as those terms are defined in DTPA § 17.45(6).

17. Plaintiffs have reason to believe one or more of Defendants have engaged in, and will continue to engage in, the unlawful acts and practices set forth in this Petition, and that Defendants adversely affected the lawful conduct of trade and commerce, thereby directly and indirectly harming the people of Harris County and the State of Texas. These proceedings, therefore, are in the public interest.

VI. ACTS OF AGENTS

18. Whenever in this Petition it is alleged that Defendants did any act, it is meant

   a. that the named Defendants performed or participated in the act, or

   b. that the officers, agents, or employees of Defendants performed or participated in the act on behalf of and under the authority of Defendants.

19. Defendants are liable for their Affiliated Agents' acts and omissions

VII. ENTITY ORGANIZATION

Defendant Wilson's role

20. The defendants in this case are Wilson and his three Houston-based LLCs, United Funding Logistics, UFL Debt Settlement, and Credit Beast. Wilson controlled,

managed, and directed all of the activities of those three LLC defendants. For example, as shown in the following demonstrative filing excerpt, Wilson was the sole managing member of all LLCs.

☑ B. The limited liability company will not have managers. Management of the company is reserved to the members.	
The names and addresses of the governing persons are set forth below:	
Managing Member 1: **Brian Wilson**	Title: **Managing Member**
Address: **9597 Jones Road #106 Houston TX, USA 77065**	

21. Other examples of Wilson's direct involvement abound, such as the following:

    a. In UFL Debt Settlement contracts with consumers, "Brian Wilson . . . CEO" was the signatory.

    b. On consumers' credit card statements, "bwilson@unitedfundinglogistics.com" was listed as the "Merchant Contact" for Credit Beast.

    c. Wilson held himself out as "CEO" of all the other Defendants as well as some other non-defendant Affiliated Entities (United Funding Logistics Consulting, LLC; United Funding Logistics Tax Professionals, LLC; and United Funding Logistics Espanol, LLC).

22. Brian Wilson directly solicited consumers and made false, misleading, and deceptive claims to consumers. He engaged in numerous other instances of false, misleading, and deceptive conduct.

Various LLCs and their organization

23. Wilson and United Funding Logistics jointly controlled, managed, and directed the other Defendants and numerous Affiliated Entities. Wilson, who was their "CEO," utilized United Funding Logistics's email domain (unitedfundinglogistics.com) to conduct business. Defendants and various Affiliated Entities would not have been able to transact business without United Funding Logistics's systems. The following

email signature block illustrates not only how Wilson was CEO of many entities, but how United Funding Logistics played a key role.

Brian Wilson
CEO
United Funding Logistics, LLC
United Funding Logistics
Consulting, LLC
United funding Logistics Tax
Professionals, LLC
United Funding Logistics
Espanol, LLC
UFL Debt Settlement, LLC
My Credit Beast, LLC
877-401-9190
bwilson@
unitedfundinglogistics.com
https://unitedfundinglogistics.com/
https://mycreditbeast.com/
https://ufldebtsettlement.com/

24. Upon reason and belief, Wilson and United Funding Logistics provided significant resources for and were involved in directing the activities of various Defendants and Affiliated Entities. This makes Wilson and United Funding Logistics liable for the conduct of the other Defendants and Affiliated Entities.

Joint and several liability

25. Given his role within the other Defendants and Affiliated Entities, **Wilson is jointly and severally liable** for the actions or omissions of the other Defendants and Affiliated Entities.

26. **United Funding Logistics is jointly and severally liable** for all actions or omissions of the other Defendants and Affiliated Entities because the other Defendants and Affiliated Entities were agents of United Funding Logistics.

VIII. PRESUIT NOTICES

27. Prior to filing this suit, Plaintiffs notified Defendants of the general nature of the violations that are the subject matter of this suit. In addition, prior to filing this suit, the Office of the Harris County Attorney provided notice to the Consumer Protection Division of the Office of the Attorney General of the general nature of the violations that are the subject matter of this suit.

IX. BACKGROUND

Initial Phase—Defendants' lifetime credit services scheme

28. Defendants operated a bogus credit counseling scheme in which they claimed to offer credit repair and debt collection assistance. The victims of Defendants included consumers with unfavorable credit scores, consumer debt, and collection lawsuits. Via their scheme, Defendants engaged in a pattern and practice of false, misleading, and deceptive conduct.

29. For example, Defendants supposedly performed the following services, as shown in this United Funding Logistics contract excerpt.

> United Funding Logistics LLC hereby agrees to perform the following:
>
> a. To evaluate Customer's current credit reports as listed with applicable credit reporting agencies and to identify inaccurate, erroneous, false, or obsolete information. To advise Customer as to the necessary steps to be taken on the part of Customer in conjunction with Our Company, to dispute any inaccurate, erroneous, false or obsolete information contained in the customer's credit reports.
> b. To prepare all necessary correspondence in dispute of inaccurate, erroneous, false, or obsolete information in customer's credit reports.
> c. To review credit profile status from the credit reporting agencies such as: Experian, Equifax and Transunion. Consulting, coaching, and monitoring services are conducted by personal meetings, webinars, video conferencing, telephone, email, or by any other form of communication during normal business hours.

Defendants had a pattern and practice of not performing under their contracts. Defendants' conduct was egregious because consumers signing these contracts paid $350 or more.[3]

30. Beyond this provision, the contracts misleadingly and deceptively conveyed to consumers that Defendants would be engaging in "the exercise of repairing [the customer's] credit with the three credit reporting agencies." Defendants conveyed this message before knowing what the consumers' individual credit situations were.

31. Also, Defendants advertised that in return for a "one-time" payment, they would provide consumers with "lifetime" credit repair and dispute services (often termed "dispute package[s]"), as well as debt collection legal assistance. Upon reason and belief, no meaningful services are provided.

32. Defendants have advertised on one or more webpages and on social media videos that if consumers paid a "one-time" fee, which could range between $100.00 and $300.00, one or more Defendants would provide "unlimited disputes of negative items off of your credit report" and "stop collection agencies for good."

33. Defendants also advertised that customers who paid the "one-time" fee would, "*for life*," receive "unlimited access to our in house legal team," "unlimited access to our in house council[sic] (Attorneys)," and "24/7 access to our team."

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[3] Defendants' egregious conduct is further exemplified by the following. Faced with an overwhelming number of complaints and negative reviews with the Better Business Bureau and online review sites, Defendants further misled and threatened customers. The purpose was to manipulate them into submitting online reviews, or remove negative reviews, of Defendants. One or more Defendants solicited fake positive reviews from their employees.

34. The foregoing are all false, misleading, or deceptive claims.

35. Additionally, Wilson regularly posted videos on TikTok under the account "@oldsupermanusa" where he routinely misled potential and existing customers about services they would receive upon payment of the "one-time" fee. In these videos and website content, Wilson misled customers into believing their "lifetime" subscriptions would resolve their credit problems and stop debt collection agencies "in their tracks." For example, in a TikTok video, Wilson stated the following:

> Stop worrying about collection agencies. [. . . .] Once you . . . pay the $275 fee for **a lifetime of services**, you don't ever have to worry about collection letters, collection phone calls . . . .

36. Defendants also collectively participated in making other claims. For example, Defendants claimed that by disputing negative credit report items to credit reporting agencies, and by retaining one or more of Defendants or their Affiliated Agents to do so, consumers would obtain increased credit scores. Defendants also collectively participate in making false, misleading, or deceptive claims that a "legal team" involving one or more of them could stop collection agencies.

37. For example, regarding the purported legal services offered under the United Funding Logistics program, Wilson boasted that "We are going after [CRAs] full force with United Funding Logistics's own legal team." Wison also bragged:

> **We now have in-house counsel, and we file lawsuits on behalf of our clients**. It's a one-time fee of $275. No additional fees, and it's for a lifetime.

Defendants never could provide consumers with the promised legal services because they never employed a "legal team" or "in-house counsel." Plus, upon reason and belief, Wilson or other Defendants forged signatures of attorneys on documents.

38. Ultimately**,** after paying amounts that far exceeded Defendants' advertised pricing, customers still did not receive the promised services.

Phase II—Credit Beast subscriptions

39. As Defendants' business operations grew, Defendants transitioned to a subscription model whereby they would inform their "lifetime" customers (often United Funding Logistics customers) that they had to purchase monthly Credit Beast credit-monitoring services.

40. This Credit Beast subscription program was false, misleading, and deceptive because

a. Defendants claimed the Credit Beast program offered credit-monitoring services, which were **already included** in customers' original "lifetime" services, discussed *supra*; and

b. Defendants failed to provide any meaningful services, such as actual credit-monitoring services.

41. Additionally, Wilson oversaw the false, misleading, and deceptive Credit Beast subscription program. For example, he is the key contact person for the Credit Beast program, as shown on this example credit card charge receipt:

Total: $29.99 (USD)

Payment Information

Date/Time:	11-Oct-2023 22:14:01 PDT
Transaction ID:	8006[redacted]
Payment Method:	Visa [redacted]
Transaction Type:	Purchase
Auth Code:	301313

Merchant Contact Information

Credit Beast LLC
Houston, TX 77070
US
bwilson@unitedfundinglogistics.com

Phase III—UFL Debt Settlement subscriptions

42. Defendants then started offering a separate subscription service for legal services. None of Defendants are lawyers, and no lawyers worked for Defendants.

43. The UFL Debt Settlement subscription was part of Defendants' overall credit counseling scheme. Contrary to Defendants' marketing (*see*, *e.g.*, the United Funding Logistics discussion *supra*), the United Funding Logistics program was not the multi-service program it purported to be. When consumers needed legal services, they had to further pay for a United Funding Debt Settlement subscription.

44. For example, Defendants sent the following email excerpt describing the subscription program for consumers needing legal services.

> For matters such as garnishments, civil debt cases, and court motions, these services are handled by UFL Debt Settlement. COURT MOTIONS AND RESPONSES ARE DRAFTED WITHOUT ANY LIMITATION ON THE NUMBER OF FILINGS, AS LONG AS YOU CONTINUE MAKING THE MONTHLY $50.00 MONTHLY PAYMENT.
>
> We have waived the $175.00 Initial Fee for All United Funding Logistics clients. If you Do Not wish to sign up for this service, simply do not take further action. If you would like to proceed, please click the link below to get started.
>
> Click to sign up for Court Motions and Responses

As this email demonstrates, any current customers needed to pay $50 per month to get access to unlimited filings of "COURT MOTIONS AND RESPONSES."

45. The contracts consumers received, which Wilson signed, falsely, misleadingly, and deceptively said that "[t]he Company" would provide a variety of legal services. The core legal services to be provided are outlined in this UFL Debt Settlement contract excerpt below:

> **Services**: The Company agrees to provide the Client with debt settlement services, including but not limited to, preparing motions as needed for civil debt cases where the Client is a pro se litigant, drafting validation requests, and conducting debt settlement negotiations on behalf of the Client ("Services").

Additionally, these contracts were executed by one or more Defendants who were not legally allowed to provide legal services. For example, contracts had the following signature blocks:

> **Date Signed**: September 24, 2024
> IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date first above written.
> **UFL Debt Settlement, LLC**
> By: UFL Debt Settlement, LLC
> Name: Brian Wilson
> Title: CEO

This makes the contracts further misleading and deceptive, as "UFL Debt Settlement, LLC" is not a law firm and Wilson is not a Texas attorney. None of Defendants could legally offer these services.

Class-action lawsuit scam

46. As Defendants continued to operate their various schemes, they decided to make false, misleading, and deceptive claims about class-action lawsuits. Defendants

falsely represented to consumers that they filed, or arranged to be filed, one or more class action lawsuits on the consumers' behalf.

47. For example, Defendants falsely, deceptively, or misleadingly informed consumers that under the Fair Credit Reporting Act ("FCRA"), if credit reporting agencies had failed to timely respond to credit disputes submitted to the agencies, customers were entitled to recover damages. Defendants repeatedly advertised to existing and prospective clients that they had arranged for a "class action lawsuit" to be filed on their behalf against the credit reporting agencies for purported FCRA violations.

48. In other instances, Defendants falsely represented that they had retained an outside law firm to file a class action lawsuit. For example, in a TikTok video, Wilson stated the following about the class action lawsuit:

> We've got nearly all the data transferred to the law firm for the FCRA complaint. [. . . .] If you had three or more consecutive [disputes], **they're saying those payouts are six to seven thousand**. And then there's **some that have ten to eleven . . . . they're huge payouts**.

Wilson also falsely stated he had personally invested $1.4 million of his own money into the class action lawsuit, and that he would "see this case through to the end."

49. Furthermore, Defendants had a pattern and practice of promising consumers that they would receive large lawsuit payouts as long as they purchased Defendants' services or continued to make recurring payments. In the end, however, Defendants never arranged for any lawsuits to be filed on their customers' behalf.

Unlawful credit services organization contracts

50. In addition to Defendants' conduct discussed *supra*, Wilson and United Funding Logistics have additional legal exposure under the Texas Finance Code. They are both Chapter 393 credit services organizations. *See* Tex. Fin. Code § 393.001(3).[4] They have violated the Finance Code as follows.

51. *First*, before a credit services organization can contract with or receive consideration from a consumer, it must provide the consumer with several statutory disclosures. Required disclosures include information concerning the right to proceed against the organization's surety and the right to obtain credit reports and dispute them directly with a consumer reporting agency. Tex. Fin. Code § 393.105(2), (4), and (6). Upon reason and belief, hundreds or more of Defendants' contracts did not fully comply with all of those provisions.

52. *Second*, a credit services organization's contracts must also contain specific information, such as a notice of the consumer's right to cancel the contract and information concerning (1) the organization's principal place of business and (2) the agent authorized to receive service of process. Tex. Fin. Code § 393.201-.202. Upon reason and belief, hundreds or more of Defendants' contracts did not comply with one or more of those provisions.

53. *Third*, the United Funding Logistics contract contains a waiver "releas[ing]

[4] It is undisputed these Defendants met the requirements to be § 393.001(3) credit services organizations because, in exchange for consideration, they provided services for improving a consumer's credit history or rating, *see* § 393.001(3)(A), or services for providing advice or assistance to a consumer with regard to same, *see* § 393.001(3)(C).

United Funding Logistics LLC from all and all . . . causes of action, suits, . . . claims, and demands . . . based on . . . this contract." This is an unlawful attempt to cause consumers to waive their rights under Chapter 393, Texas Finance Code, which is directly prohibited by § 393.003. Similarly, this provision waives consumers' rights under the DTPA. Such provisions are unlawful under DTPA § 17.42(a).

X. CAUSES OF ACTION

A. Count One: DTPA Violations

54. Plaintiffs incorporate and adopt by reference the allegations in each and every preceding paragraph of this Petition.

55. Defendants, as alleged and detailed in this Petition, have, in the course of trade and commerce, engaged in false, misleading, and deceptive acts and practices declared to be unlawful in DTPA § 17.46, including, but not limited to:

a. Engaging in false, misleading, or deceptive acts and practices declared to be unlawful, Tex. Bus. & Com. Code § 17.46(a);

b. Advertising goods or services with the intent not to sell them as advertised, Tex. Bus. & Com. Code § 17.46(b)(9);

c. Advertising goods or services with the intent not to supply a reasonable expectable public demand, Tex. Bus. & Com. Code § 17.46(b)(10);

d. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or that are prohibited by law, Tex. Bus. & Com. Code § 17.46(b)(12); and

e. Failing to disclose information concerning goods or services which was known at the time of the transactions with the intent to induce consumers into transactions into which the consumers would not have entered had the information been disclosed, Tex. Bus. & Com. Code § 17.46(b)(24).

B. Count Two: Texas Finance Code Violations (applicable to United Funding Logistics LLC and Brian Wilson)

56. Plaintiffs incorporate and adopt by reference the allegations in each and every preceding paragraph of this Petition.

57. Defendant United Funding Logistics LLC and Defendant Brian Wilson, as alleged and detailed in this Petition, are credit services organizations, as that term is defined by Texas Finance Code § 393.001(3).

58. Defendant United Funding Logistics and Defendant Brian Wilson, as alleged and detailed in this Petition, have directly and indirectly engaged in fraudulent and deceptive acts, practices, and courses of business related to the offer and sale of services in violation of Texas Finance Code § 393.305.

59. Further, Defendant United Funding Logistics and Defendant Brian Wilson, as alleged and detailed in this Petition, have engaged in deceptive trade practices by not providing consumers written (1) disclosure statements required by Texas Finance Code § 393.105, (2) agreements with the mandatory terms required by Texas Finance Code § 393.201, and (3) notices required by Texas Finance Code § 393.202.

60. Defendant United Funding Logistics' and Wilson's violations of the above statutes is actionable under the DTPA. *See* Tex. Fin. Code § 393.504.

XI. RESTORATION OF MONEY TO CONSUMERS

61. Defendants have, by means of the foregoing unlawful acts and practices, obtained money or other property from identifiable persons to whom such money or property should be restored.

XII. APPLICATION FOR PERMANENT INJUNCTION

62. Plaintiffs incorporate and adopt by reference the allegations in each and every preceding paragraph of this Petition.

63. Plaintiffs' application for a permanent injunction is authorized by the DTPA, *see also* Tex. Fin. Code § 393.502[5], because Plaintiffs have reason to believe that Defendants have engaged in, are engaged in, and/or are about to engage in, acts and practices declared to be unlawful under the DTPA and Chapter 393, Texas Finance Code.

64. Plaintiffs request a permanent injunction enjoining Defendants and their officers, agents, servants, employees, and attorneys from the following:

a. Engaging in false, misleading, or deceptive acts and practices with respect to the advertisement or sale of goods or services, including but not limited to, any advertisement, statement, or representation that misrepresents, misleads, or falsely depicts the costs of goods or services to be provided, the scope of services to be provided, the duration in which services will be provided, or otherwise states in a false, misleading, or deceptive manner that a consumer is entitled to or may receive goods, services, rewards, benefits, or payments;

b. Advertising goods or services with the intent not to sell them as advertised;

c. Advertising goods or services with the intent not to supply a reasonable expectable public demand;

d. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or that are prohibited by law, including, but not limited to, any advertisement, statement, or representation that misrepresents, misleads, or falsely depicts that an agreement will provide consumers certain rights or remedies against credit

[5] Plaintiffs request that the clerk issue writs of injunction pursuant to any injunction issued by this Court in conformity with the law, and that the same be issued and be effective without the execution and filing of a bond, as Plaintiffs are exempt from such bonds.

reporting agencies, creditors, and/or debt collection entities that a Defendant cannot provide or obtain;

e. Failing to disclose to a consumer information concerning goods or services that is known by a Defendant at the time of the transaction with the intent to induce the consumer into a transaction, including but not limited to, failing to disclose, at the time of the transaction, that a Defendant intends to not provide any advertised or promised goods or services, failing to disclose, at the time of the transaction, that a Defendant does not have the staffing or capacity to provide the advertised or promised goods or services, and/or failing to disclose, at the time of the transaction, that a Defendant lacks the legal authority to provide any advertised or promised goods or services;

f. Procuring, suppressing, boosting, organizing, publishing, reporting, or editing consumer reviews of goods or services in a manner that distorts or otherwise misrepresents what consumers think of its goods or services; including, but not limited to, representing or stating to customers that they will receive a benefit, compensation, more favorable treatment, and/or agreed-upon goods or services in return for submitting a consumer review of a Defendant with a third party, refraining from submitting a consumer review of a Defendant with a third party, or removing or altering a consumer review of a Defendant with a third party, or offering or providing a benefit or compensation to a person who is not a client or customer of a Defendant in return for submitting a review of a Defendant with a third party; and

g. Refusing to provide, or altering in any way the provision of, goods or services to a consumer because the consumer communicates, either directly to the Defendant or to a third party, dissatisfaction with the goods or services purchased by the consumer and/or provided by the Defendant to the consumer.

65. Plaintiffs further request a permanent injunction enjoining Defendant United Funding Logistics LLC, Defendant Brian Wilson, and their officers, agents, servants, employees, and attorneys from the following:

a. Directly or indirectly engaging in any fraudulent or deceptive acts, practices, or courses of business related to the offer and sale of services related to improving a consumer's credit history or rating, or providing advice or assistance to a consumer in improving the consumer's credit history or rating; and

b. Entering into an agreement with a consumer subject to Chapter 393, Texas Finance Code, that fails to include a disclosure statement in compliance with Texas Finance Code § 393.105 and/or fails to comply with the form, terms, and notice requirements of Texas Finance Code §§ 393.201 and 393.202.

XIII. TRIAL BY JURY

66. Plaintiffs demand a jury trial.

XIV. CONDITIONS PRECEDENT

67. All conditions precedent to Plaintiffs' claims for relief have been performed or have occurred.

XV. PRAYER

68. WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that this Court: Grant a permanent injunction restraining Defendants and their officers, agents, servants, employees, attorneys, and any other person or entity in active concert or participation with them, as detailed *supra*.

69. Plaintiffs further pray this Court will award judgment for Plaintiffs as follows:

a. Order Defendants to pay civil penalties of up to $10,000.00 per violation of the DTPA and Chapter 393, Texas Finance Code, and civil penalties of up to $250,000.00 per violation of the DTPA and Chapter 393, Texas Finance Code, when the act or practice acquired or deprived money or property from a consumer who was 65 years of age or older when the act or practice occurred;

b. Order Defendants to pay damages and restitution of money or property acquired by means of an unlawful act or practice under the DTPA and Chapter 393, Texas Finance Code;

c. Order Defendants and Relief Defendants to restore all money or other property obtained from consumers by means of unlawful acts or practices, or in the alternative award judgment for damages to compensate for such losses;

d. Order disgorgement of all sums, monies, and value taken from consumers by means of deceptive trade practices, together with all proceeds, interest, income, profits, and accessions thereto; making such disgorgement for the benefit of victimized consumers and Plaintiffs;

e. Place an equitable lien and constructive trust on all of Defendants' assets, personal property, and real property, and grant the State an interest in said assets and property;

f. Order Defendants' and Relief Defendants' assets be repatriated into the jurisdiction of the Court;

g. Make findings of fact and conclusions of law that (1) all purchases of goods and services consumers from Defendants were the result of Defendants' engaging in actual fraud and making materially false representations with the intent that the materially false representations would be acted upon by the party or consumer to whom the misrepresentations were made; and (2) consumers' reliance on these false representations has resulted in injuries to said consumers;

h. Award pre-judgment and post-judgment interest on all awards of damages or penalties, as provided by law;

i. Decree that all of Defendants' penalties, damages, restitution, and other amounts owed are not dischargeable in bankruptcy to the maximum extent permitted by 11 U.S.C. § 523 and/or any other applicable law;

j. Award Plaintiffs all attorney's fees, investigative costs, and court costs to which it is entitled under applicable law; and

k. Award Plaintiffs any such other and further relief to which it is justly entitled.

Respectfully submitted,

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