

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

FILED

JUL 11 2013

**CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS OFFICE**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	NO. 08-CR-30105-GPM-2
)	
ELISSA PRICE,)	
)	
Defendant.)	

STIPULATION OF FACTS

The United States of America and the Defendant stipulate as follows:

1. 120194 Canada Ltd., d/b/a Veritech Communications, Veritech Communication Services, Veritech, Prime One Benefits, Prime One Financial, Prime One, First National Credit Service, U.S. National Credit, Gold Universal and Ameriline was a Canadian corporation with its principal place of business located in Toronto, Ontario.

2. Prime One Financial Group, Inc., d/b/a/ Prime One Benefits, Prime One Financial, Prime One, First National Credit Service, and U.S. National Credit, was an Ontario corporation with its principal place of business located in Toronto, Ontario.

3. Marketing Directives, Inc. ("Marketing Directives") was a Delaware corporation with its principal place of business in Toronto, Ontario. Marketing Directives received mail at 220 West 19th Street, Suite 2a, New York, New York 10011.

4. Defendant **ELISSA PRICE** was an owner and principal of Veritech, Prime One, Ameriline and Marketing Directives. Acting alone or in concert with others, she formulated, directed, controlled, aided, abetted, counseled, induced and procured the acts and practices of

Veritech, Prime One, Ameriline and Marketing Directives, including the acts and practices set forth in the indictment.

5. ELISSA PRICE, a/k/a Lisa Price and Lisa Wells (“Lisa Price”), was a principal of Veritech, Prime One, and Marketing Directives. She ^{was} ~~is~~ the wife of Paul Price. Acting alone or in concert with others, she also formulated, directed, controlled, aided, abetted, counseled, induced and procured in the acts and practices of Veritech, Prime One, Ameriline and Marketing Directives, including acts and practices set forth in the indictment.

MS
508
RM
DW

6. The various businesses and corporations utilized by defendant operated as a common enterprise to purport to sell advance fee credit cards to consumers throughout the United States. They shared officers, employees, office locations, commingled funds, were commonly controlled, and engaged in a common scheme. They are collectively referred to herein as “Prime One.”

7. Since at least August 1999, and continuing thereafter, defendant made or caused to be made unsolicited outbound telephone calls to consumers throughout the United States and falsely offered to provide pre-approved credit cards to those consumers who agreed to permit defendant to debit their bank accounts for a “one-time” advance fee ranging from \$159.00 to \$236.00. Defendant’s telemarketers told consumers that the defendant was offering pre-approved MasterCard or Visa credit cards with low interest rates, guaranteed credit limits ranging between \$1,000 and \$5,000, and no annual fees. Defendant targeted consumers with no credit or bad credit for their credit card offer.

8. During the telephone calls to consumers, defendant’s telemarketers requested bank account information, including bank routing information.

9. Defendant routinely debited the bank accounts of consumers, who provided bank account information and agreed to pay fees with bank account debits in advance of providing those consumers with the MasterCard or Visa credit cards promised during the telephone calls.

10. After debiting the advance fee from consumers' bank accounts, defendant did not provide consumers with the promised MasterCard or Visa credit cards. Instead of providing consumers with major credit cards, defendant provided consumers with packets of materials containing coupons and discounts for travel, recreation, auto, medical plans, satellite service, and cellular telephones. The packets also sometimes included a booklet titled "The National Credit Guide to the USA," as well as a blank application form authorizing defendants to apply for credit cards on behalf of consumers.

11. Many consumers did not complete the defendant's blank application form because they realized that they have been scammed by the defendant when they did not receive the promised MasterCard or Visa credit cards in the package they received from the defendant.

12. Those consumers who did fill out the blank application and mailed it to the defendant did not receive the promised credit card. Instead, consumers sometimes received from defendant an Internet print out of an Orchard Bank secured credit card application containing consumers' personal information. According to the application, in order to receive a secured credit card from Orchard Bank, consumers were required to make an initial minimum deposit of \$200.00 as security for the line of credit, and consumers must maintain a savings account with Orchard Bank to secure the credit card. Many consumers who received the Orchard Bank application did not apply for the Orchard Bank credit card because they were expecting to receive an unsecured MasterCard or Visa credit card, not a secured credit card requiring significant deposits of money to secure a line of credit.

13. Defendant did not provide consumers with, or arrange for consumers to receive, the promised credit cards. Furthermore, Defendant were not authorized by MasterCard, Visa, or Household Bank (SB), N.A., owner of the Orchard Bank brand name, to issue or market MasterCard or Visa credit cards to the public, or to use MasterCard or Visa trademarks, or Household Bank's credit card applications, in their promotions.

14. In furtherance of the conspiracy, between January 2000 and the ~~29th~~^{30th} day of ~~July~~^{Nov.}, ~~2002~~²⁰⁰⁴, defendant caused Prime One telemarketers to make unsolicited telephone calls to residents of the Southern District of Illinois, including, but not limited to telephone calls to St. Clair, Madison, and Randolph Counties, Illinois.

15. In furtherance of the conspiracy, between January 2000 and the ~~29th~~^{30th} day of ~~July~~^{Nov.}, ~~2002~~²⁰⁰⁴, defendant caused Prime One to electronically process ACH debits against bank accounts located in the Southern District of Illinois, including, but not limited to, bank accounts located in St. Clair County, Illinois.

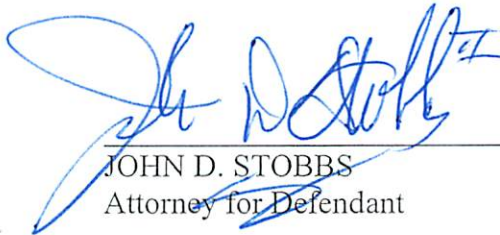
SO STIPULATED:

STEPHEN R. WIGGINTON
United States Attorney


ELISSA PRICE
Defendant


BRUCE E. REPERT
Assistant United States Attorney


J. WILLIAM LUCCO
Attorney for Defendant


JOHN D. STOBBS
Attorney for Defendant

Date: 7-10-13

Date: 7-8-13

Handwritten notes and initials:
AW
JP
2002
2004
MS
JP
AW