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 14 FEDERAL TRADE COMMISSION

15 UNITED STATES DISTRICT COURT  
 16 FOR THE CENTRAL DISTRICT OF CALIFORNIA

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|---|
| <p>17 FEDERAL TRADE COMMISSION,<br/>         18 Plaintiff,<br/>         19 v.<br/>         20 AURA LABS, INC., a corporation, also<br/>         21 d/b/a AuraLife and AuraWare, and<br/>         22 RYAN ARCHDEACON, individually and<br/>         23 as an officer of AURA LABS, INC.,<br/>         24 Defendants.</p> |
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**Case No. 8:16-cv-2147**  
**COMPLAINT FOR  
 PERMANENT INJUNCTION  
 AND OTHER EQUITABLE  
 RELIEF**

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

2 1. The FTC brings this action under Section 13(b) of the Federal Trade  
3 Commission Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain permanent injunctive  
4 relief, rescission or reformation of contracts, restitution, the refund of monies paid,  
5 disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts  
6 or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a)  
7 and 52, in connection with the advertising, marketing, distribution, and sale of a  
8 mobile device software application called Instant Blood Pressure (the “Instant  
9 Blood Pressure App”).

10 **JURISDICTION AND VENUE**

11 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
12 §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

13 3. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2),  
14 (b)(3), (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

15 **PLAINTIFF**

16 4. The FTC is an independent agency of the United States Government  
17 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC  
18 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or  
19 affecting commerce. The FTC also enforces Section 12 of the FTC Act, 15 U.S.C.  
20 § 52, which prohibits false advertisements for food, drugs, devices, services, or  
21 cosmetics in or affecting commerce.

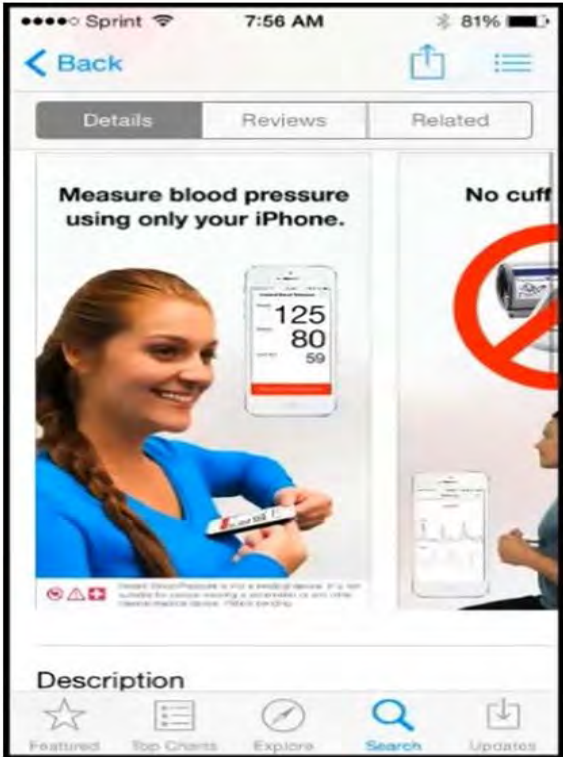
22 5. The FTC is authorized to initiate federal district court proceedings, by  
23 its own attorneys, to enjoin violations of the FTC Act and to secure such equitable  
24 relief as may be appropriate in each case, including rescission or reformation of  
25 contracts, restitution, the refund of monies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



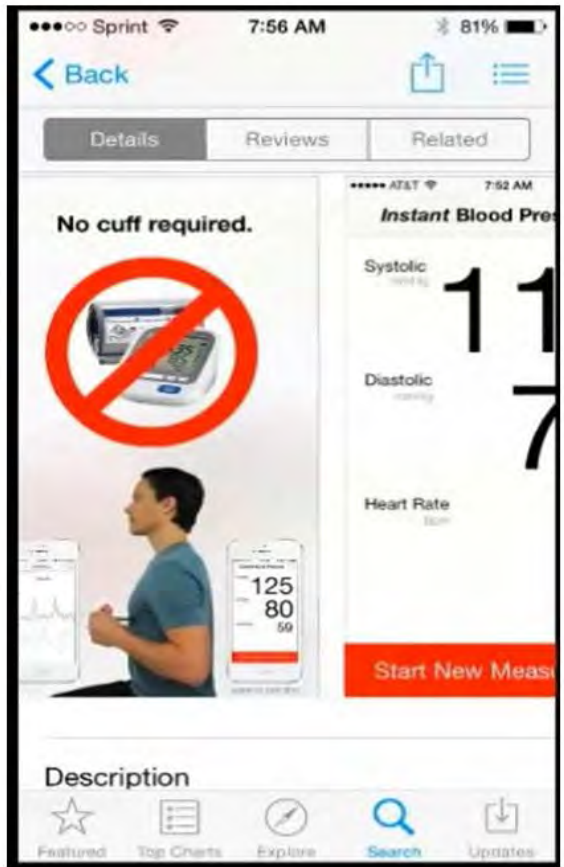


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A. Selected Screenshots from the Apple App Store  
(April 16, 2015)



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B. Selected Screenshots from iOS version of the App  
(April 16, 2015)



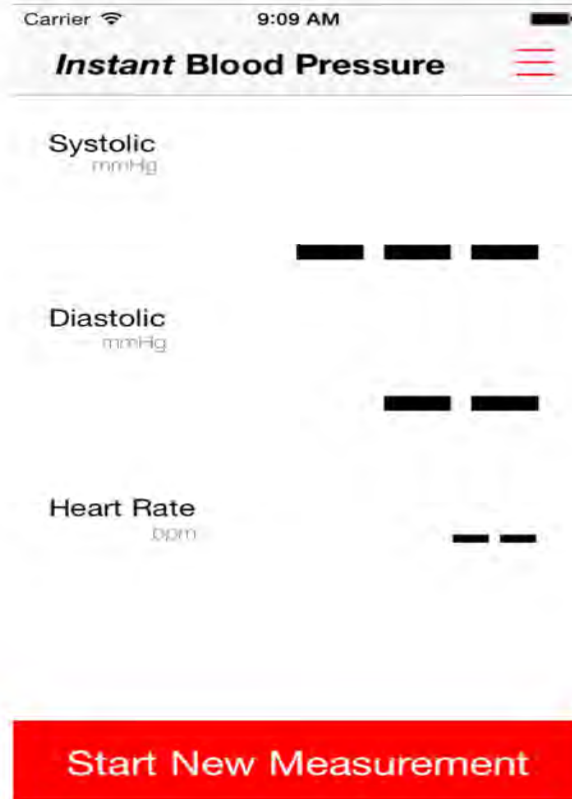
To begin please enter the following fields to ensure the accuracy of your measurements.

Sex Choose

Birthday Choose

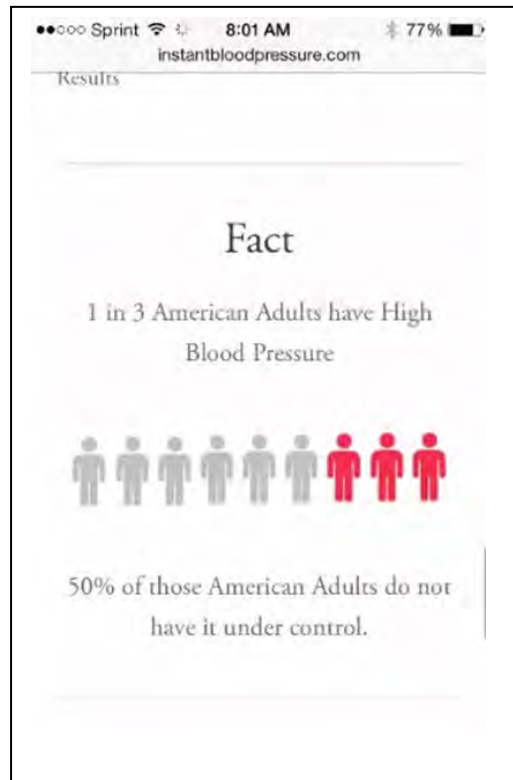
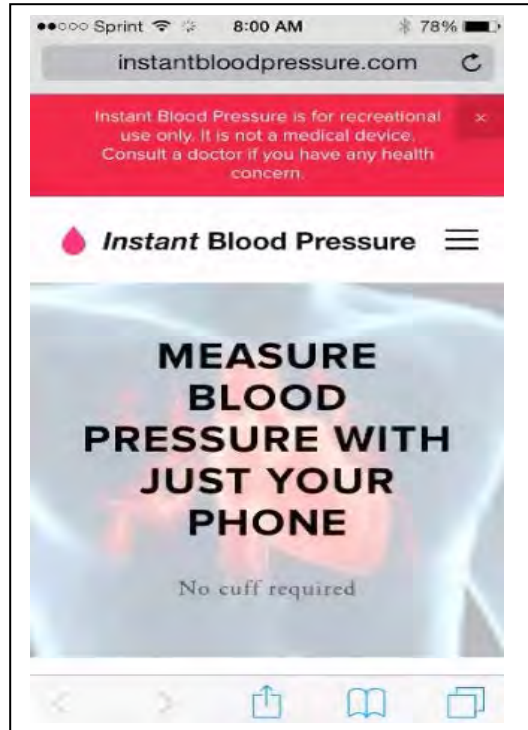
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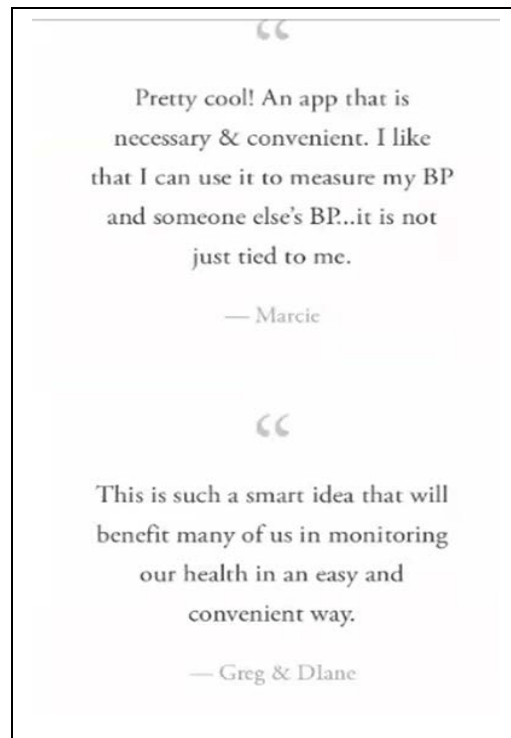
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C. Selected Screenshots from Mobile Website Capture  
(April 16, 2015)





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15. Although Defendants represent that the Instant Blood Pressure App measures blood pressure as accurately as a traditional blood pressure cuff and serves as a replacement for a traditional cuff, in fact, studies demonstrate clinically

1 and statistically significant deviations between the App's measurements and those  
2 from a traditional blood pressure cuff.

3 **CONSUMER ENDORSEMENTS**

4 16. Defendant Ryan Archdeacon left the following review of the Instant  
5 Blood Pressure App in the Apple App Store:

6 **Great start ★★★★★**

7 by ARCHIE1986 – Version – 1.0.1 – Jun 11, 2014

8 This app is a breakthrough for blood pressure monitoring. There are  
9 some kinks to work out and you do need to pay close attention to the  
10 directions in order to get a successful measurement but all-in-all it's a  
11 breakthrough product. For those having connection problems,  
12 consider trying again. I have experienced a similar issue. It is also  
13 great that the developer is committed to continual improvements.

14 This is a great start!!!

15 17. That the review was left by the Chief Executive Officer and President  
16 of Aura was not disclosed to consumers and would materially affect the weight and  
17 credibility consumers assigned to the endorsement.

18 18. At times material to this Complaint, the **What People Think** portion  
19 of Defendants' website contained three endorsements, including the following  
20 endorsement from relatives of Aura's Chairman of the Board and co-founder  
21 Aaron Giroux:

22 This is such a smart idea that will benefit many of us in monitoring  
23 our health in an easy and convenient way.

24 19. That the endorsement was left by relatives of Aura's Chairman of the  
25 Board and co-founder Aaron Giroux was not disclosed to consumers and would  
26 materially affect the weight and credibility consumers assigned to the endorsement.  
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**VIOLATIONS OF THE FTC ACT**

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

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

22. Section 12 of the FTC Act, 15 U.S.C. § 52, prohibits the dissemination of any false advertisement in or affecting commerce for the purpose of inducing, or which is likely to induce, the purchase of food, drugs, devices, services or cosmetics. For the purposes of Section 12 of the FTC Act, 15 U.S.C. § 52, the Instant Blood Pressure App is a “device” as defined in Section 15(d) of the FTC Act, 15 U.S.C. § 55(d).

**COUNT I**

**FALSE OR UNSUBSTANTIATED  
CLAIMS REGARDING BLOOD PRESSURE**

23. Through the means described in Paragraphs 14-15, Defendants have represented, directly or indirectly, expressly or by implication, that the Instant Blood Pressure App:

- A. Serves as a replacement for a traditional blood pressure cuff;  
and
- B. Measures blood pressure as accurately as a traditional blood pressure cuff.

24. The representations set forth in Paragraph 23 are false or misleading or were not substantiated at the time the representations were made.

25. Therefore, the making of the representations as set forth in Paragraph 23 of this Complaint constitutes a deceptive act or practice and the making of false advertisements, in or affecting commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

1 **COUNT II**

2 **DECEPTIVE USE OF ENDORSEMENTS**

3 26. Through the means described in Paragraphs 16-19, Defendants  
4 represented, directly or indirectly, expressly or by implication, that the consumer  
5 endorsements featured on the instantbloodpressure.com website, the Apple App  
6 Store, and in other marketing were independent endorsements reflecting the views  
7 of ordinary consumers of the Instant Blood Pressure App.

8 27. In truth and in fact, certain endorsements of the Instant Blood Pressure  
9 App were not independent endorsements reflecting the views of ordinary  
10 consumers, but were endorsements by employees of Aura or their relatives.

11 28. Therefore, the making of the representation as set forth in Paragraph  
12 26 of the Complaint constitutes a deceptive act or practice, in or affecting  
13 commerce, in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a)  
14 and 52.

15 **COUNT III**

16 **FAILURE TO DISCLOSE MATERIAL CONNECTIONS**

17 29. Through the means described in Paragraphs 16-19, Defendants  
18 represented, directly or indirectly, expressly or by implication, that the consumer  
19 endorsements featured on the instantbloodpressure.com website, the Apple App  
20 Store, and in other marketing were endorsements from persons who had used the  
21 Instant Blood Pressure App.

22 30. Defendants failed to disclose, or disclose adequately, that certain  
23 endorsements were by employees of Aura or their relatives. This fact would be  
24 material to consumers in their decision to purchase the Instant Blood Pressure App.

25 31. The failure to disclose this fact, in light of the representations made,  
26 was, and is, a deceptive act or practice, in or affecting commerce, in violation of  
27 Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52.

1 **CONSUMER INJURY**

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

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

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

15 **PRAYER FOR RELIEF**


16 Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act,  
17 15 U.S.C. § 53(b), and the Court's own equitable powers, requests that the Court:

- 18 A. Enter a permanent injunction to prevent future violations of the  
19 FTC Act by Defendants;
- 20 B. Award such relief as the Court finds necessary to redress injury  
21 to consumers resulting from Defendants' violations of the FTC  
22 Act, including but not limited to, rescission or reformation of  
23 contracts, restitution, the refund of monies paid, and the  
24 disgorgement of ill-gotten monies; and
- 25 C. Award Plaintiff the costs of bringing this action, as well as such  
26 other and additional relief as the Court may determine to be just  
27 and proper.
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1 Respectfully submitted,

2  
3 DAVID C. SHONKA  
Acting General Counsel

4  
5 Dated: December 2, 2016



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