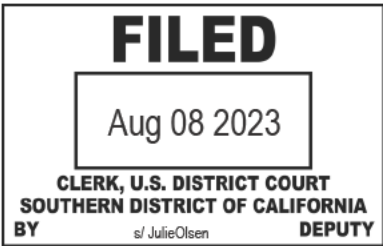


ORIGINAL



1 Colleen Robbins (New York Bar No. 2882710)
2 Christopher E. Brown (Virginia Bar No. 72765)
3 Federal Trade Commission
4 600 Pennsylvania Ave., NW, CC-8528
5 Washington, DC 20580
6 (202) 326-2548; crobbins@ftc.gov
7 (202) 326-2825; cbrown3@ftc.gov
8 (202) 326-3395 (fax)

9 *Attorneys for Plaintiff*

10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 FEDERAL TRADE COMMISSION,
13
14 Plaintiff,

15 v.

16 AUTOMATORS LLC, also d/b/a
17 AUTOMATORS AI and ECOM SKOOL,
18 a Nevada limited liability company,
19
20 EMPIRE ECOMMERCE LLC, a
21 California limited liability company,
22
23 ONYX DISTRIBUTION LLC, a
24 California limited liability company,
25
26 STRYDER HOLDINGS LLC, a
27 California limited liability company,
28
29 PELENEA VENTURES LLC, a
30 Tennessee limited liability company,
31
32 ROMAN CRESTO, individually and as
33 officer and/or owner of AUTOMATORS
34 LLC, EMPIRE ECOMMERCE LLC,
35 ONYX DISTRIBUTION LLC, and
36 STRYDER HOLDINGS LLC,

~~Case No.: 23-cv-1444-BAS-KSC~~
ORDERED UNSEALED on 08/21/2023 s/ J. Olsen

~~**FILE UNDER SEAL**~~

**COMPLAINT FOR PERMANENT
INJUNCTION, MONETARY
RELIEF, AND OTHER RELIEF**

1 JOHN CRESTO, individually and as
2 officer and/or owner of AUTOMATORS
3 LLC, EMPIRE ECOMMERCE LLC,
4 ONYX DISTRIBUTION LLC, and
5 STRYDER HOLDINGS LLC, and

6 ANDREW CHAPMAN, individually and
7 as officer and/or owner of
8 AUTOMATORS LLC, EMPIRE
9 ECOMMERCE LLC, ONYX
10 DISTRIBUTION LLC, and PELENA
11 VENTURES LLC,

12 Defendants,

13 PEREGRINE WORLDWIDE, LLC, a
14 Delaware limited liability company,

Relief Defendant.

15 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:
16 The FTC brings this action under Sections 5(a), 13(b), and 19 of the Federal Trade
17 Commission Act (“FTC Act”), 15 U.S.C. §§ 45(a), 53(b), and 57b, which authorize the
18 FTC to seek, and the Court to order, temporary, preliminary, and permanent injunctive
19 relief, monetary relief, and other relief for Defendants’ acts or practices in violation of
20 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), the FTC’s Trade Regulation Rule entitled
21 “Disclosure Requirements and Prohibitions Concerning Business Opportunities”
22 (“Business Opportunity Rule” or “Rule”), 16 C.F.R. Part 437, as amended, and the
23 Consumer Review Fairness Act of 2016 (“CRFA”), 15 U.S.C. § 45b. The amended
24 Business Opportunity Rule became effective on March 1, 2012, and has since that date
25 remained in full force and effect.

26 **SUMMARY OF THE CASE**
27
28

1 1. This case is about the illegal sale of business opportunities and coaching
2 programs that have caused consumers across the country over \$22 million in harm.

3 2. Roman Cresto (“Roman”), John Cresto (“John”), and Andrew Chapman
4 (“Chapman”) spearhead the operation of this California-based scheme, falsely promoting
5 themselves as ecommerce experts and self-made millionaires who have helped thousands
6 of consumers generate tens of millions of dollars.

7 3. Beginning in early 2020, through Empire Ecommerce LLC (“Empire LLC”) and Onyx Distribution LLC (“Onyx”), Roman, John, and Chapman (collectively,
8 “Individual Defendants”) deceived consumers into purchasing a “venture capital-backed”
9 and “artificial intelligence-integrated” ecommerce business opportunity to become a
10 “silent partner” in a profitable operation run by Empire LLC and Onyx.

11 4. The Individual Defendants promised to expertly manage the operations of
12 automated online stores on behalf of their “silent partners,” including identifying
13 products, fulfilling orders, and handling customer service.

14 5. Empire LLC offered consumers various “automated” packages of
15 ecommerce stores that typically cost between \$10,000 to \$125,000 for the initial
16 investment, and an additional \$15,000 to \$80,000 for working capital. It falsely claimed
17 that purchasers were likely to make monthly profit margins between 8 to 20 percent and
18 claimed to use “AI machine learning” to maximize revenues.

19 6. In truth, virtually all purchasers did not earn the advertised income. Most
20 lost their entire investment and got saddled with hefty credit card debts. Moreover, nearly
21 all the online stores that Empire LLC established and managed for its clients on
22 Amazon.com and Walmart.com got suspended, and ultimately terminated, by those
23 platforms for policy violations, leaving many clients banned from selling on those
24 platforms.

25 7. In January 2023, after their Empire LLC business ultimately imploded and
26 they sold it to a third party, the Individual Defendants restarted their deceptive scheme
27 under the name Automators AI, which claims to teach consumers how to use AI to find
28

1 top-selling products and become successful online sellers making “over \$10,000 per
2 month in sales.” They also claim to coach consumers to use Chatgpt to create customer
3 service scripts. The scheme is ongoing, defrauding consumers of tens of thousands of
4 dollars each in violation of the FTC Act, the Business Opportunity Rule, and the
5 Consumer Review Fairness Act.

6 **JURISDICTION AND VENUE**

7 8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331,
8 1337(a), and 1345. This action arises under 15 U.S.C. §§ 45(a) and 53(b).

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

11 **PLAINTIFF**

12 10. The FTC is an independent agency of the United States government created
13 by the FTC Act, which authorizes the FTC to commence this district court civil action by
14 its own attorneys. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15
15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting
16 commerce. The Commission also enforces the Business Opportunity Rule, 16 C.F.R. Part
17 437, as amended, which requires specific disclosures and prohibits certain
18 misrepresentations in connection with the sale of a business opportunity, and the
19 Consumer Review Fairness Act, 15 U.S.C. § 45b, which limits provisions in form
20 contracts that restrict a consumers’ ability to communicate reviews about a business’
21 products or services.

22 **DEFENDANTS**

23 11. Led by the Individual Defendants, the five Corporate Defendants that have
24 run the deceptive scheme have marketed and sold the business opportunities and
25 coaching services at issue, and/or funneled consumer payments to the Individual
26 Defendants.

27 *Corporate Defendants*

28 12. **Automators LLC** (“Automators”), also doing business as Automators AI

1 and Ecom Skool, is a Nevada limited liability company with its principal place of
2 business at 2300 W. Sahara Ave, Suite 800, Las Vegas, Nevada 89102. Automators, in
3 connection with the matters alleged herein, offers automation and coaching services
4 under the name Automators AI, and receives payments in its corporate account for
5 consumers' purchases. In connection with the matters alleged herein, Automators
6 transacts or has transacted business in this district and throughout the United States. At
7 all times relevant to this Complaint, acting alone or in concert with others, Automators
8 has advertised, marketed, distributed, or sold business opportunities throughout the
9 United States.

10 13. **Empire Ecommerce LLC** ("Empire LLC") is or was a California limited
11 liability company with its previous principal place of business at 8605 Santa Monica
12 Blvd, #51976, West Hollywood, California 90069. Empire LLC, in connection with the
13 matters alleged herein, entered into contracts with and received payments from
14 consumers for automated ecommerce business opportunities. In connection with the
15 matters alleged herein, Empire LLC transacts or has transacted business in this district
16 and throughout the United States. At all times relevant to this Complaint, acting alone or
17 in concert with others, Empire LLC has advertised, marketed, distributed, or sold
18 business opportunities throughout the United States.

19 14. **Onyx Distribution LLC** ("Onyx") is or was a California limited liability
20 company with its principal place of business at 16518 Newcomb Street, San Diego,
21 California 92127. Onyx is a wholly-owned subsidiary of Empire LLC. Onyx, in
22 connection with the matters alleged herein, entered into contracts with and received
23 payments from consumers for automated ecommerce business opportunities. In
24 connection with the matters alleged herein, Onyx transacts or has transacted business in
25 this district and throughout the United States. At all times relevant to this Complaint,
26 acting alone or in concert with others, Onyx has advertised, marketed, distributed, or sold
27 business opportunities throughout the United States.

28 15. **Stryder Holdings LLC** ("Stryder") is a California limited liability company

1 with its principal place of business at 1150 Garden View Road, Suite 230367, Encinitas,
2 California 92024. Stryder is 100 percent owner of both Empire LLC and Onyx. Stryder,
3 in connection with the matters alleged herein, received consumer payments for automated
4 ecommerce business opportunities from Empire LLC and Onyx, and subsequently
5 transferred the consumer payments to the Individual Defendants. Stryder, in connection
6 with the matters alleged herein, transacts or has transacted business in this district and
7 throughout the United States.

8 16. **Pelenea Ventures LLC** (“Pelenea”) is or was a Tennessee limited liability
9 company with its principal place of business located at 5006 University Dr. W. Unit 1743
10 Collegedale, Tennessee 37315. Pelenea, in connection with the matters alleged herein,
11 was marketed as the venture capital company that funded Empire LLC, but in truth and in
12 fact, was used to pay Empire LLC’s employees and transfer consumer payments to the
13 Individual Defendants. Pelenea, in connection with the matters alleged herein, transacts
14 or has transacted business in this district and throughout the United States.

15 *Individual Defendants*

16 17. **Roman Cresto** (“Roman”) was CEO of Empire LLC and Onyx and is a co-
17 owner of Automators and Stryder. He is a signatory on the bank accounts for Automators,
18 Empire LLC, Onyx, and Stryder. Roman narrates marketing videos for Defendants’
19 business opportunities using false and unsubstantiated earnings claims, and executes
20 consumer contracts and termination agreements on behalf of Defendants. He is aware of
21 consumer complaints, routine suspensions of Defendants’ managed online stores for
22 policy violations, and requests for refunds from deceived consumers. Roman has also
23 routinely asked consumers to sign agreements including a non-disparagement clause. He
24 resides in San Diego, California, and in connection with the matters alleged herein,
25 transacts or has transacted business in this district and throughout the United States. At
26 all times relevant to this Complaint, acting alone or in concert with others, Roman has
27 formulated, directed, controlled, had the authority to control, or participated in the acts
28 and practices of Automators, Empire LLC, Onyx and Stryder, including the acts or

1 practices set forth in this Complaint. Through his direct participation in, and control over,
2 Automators, Empire LLC, Onyx and Stryder, Roman has had knowledge of the acts and
3 practices constituting the violations alleged herein.

4 18. **John Cresto** (“John”) was the Chief Growth Officer of Empire LLC and
5 Onyx and is a co-owner of Automators and Stryder. He is a signatory on the bank
6 accounts for Automators, Empire LLC, Onyx and Stryder. John narrates marketing
7 advertisements for Defendants’ business opportunities and coaching programs using false
8 and unsubstantiated earnings claims, and speaks with potential purchasers one-on-one to
9 close the sales deals. He is aware of consumer complaints, routine suspensions of
10 Defendants’-managed online stores for policy violations, and requests for refunds from
11 deceived consumers. John resides in Encinitas, California, and in connection with the
12 matters alleged herein, transacts or has transacted business in this district and throughout
13 the United States. At all times relevant to this Complaint, acting alone or in concert with
14 others, John has formulated, directed, controlled, had the authority to control, or
15 participated in the acts and practices of Automators, Empire LLC, Onyx and Stryder,
16 including the acts or practices set forth in this Complaint. Through his direct
17 participation in, and control over, Automators, Empire LLC, Onyx and Stryder, John has
18 had knowledge of the acts and practices constituting the violations alleged herein.

19 19. **Andrew Chapman** (“Chapman”) was the Chief Financial Officer of Empire
20 LLC and Onyx, is a managing member of Automators and sole owner of
21 Pelenea. Chapman has managed employees of the scheme, and has been aware of
22 consumer complaints, routine suspensions of Defendants’ managed online stores for
23 policy violations, and requests for refunds from deceived consumers. Chapman is also a
24 signatory on the corporate accounts for each of the Corporate Defendants Automators,
25 Empire LLC, Onyx, Stryder and Pelenea. Chapman resides in Rancho Santa Fe,
26 California, and in connection with the matters alleged herein, transacts or has transacted
27 business in this district and throughout the United States. At all times relevant to this
28 Complaint, acting alone or in concert with others, Chapman has formulated, directed,

1 controlled, had the authority to control, or participated in the acts and practices of
2 Automators, Empire LLC, Onyx, Stryder and Pelenea, including the acts or practices set
3 forth in this Complaint. Through his direct participation in, and control over,
4 Automators, Empire LLC, Onyx, Stryder and Pelenea, Chapman has had knowledge of
5 the acts and practices constituting the violations alleged herein.

6 *Relief Defendant*

7 20. **Peregrine Worldwide LLC** (“Peregrine”) is a Delaware limited liability
8 company with its principal place of business at 4560 Via Gaviota, Rancho Santa Fe,
9 California 92067. Peregrine has received funds from Pelenea in the amount of
10 \$7,466,474.94 that can be traced directly to Defendants’ unlawful acts or practices
11 alleged in this Complaint, and it has no legitimate claim to those funds. These funds were
12 used to buy a personal residence that is titled in the name of Peregrine.

13 **COMMON ENTERPRISE**

14 21. The Corporate Defendants, Automators, Empire LLC, Onyx, Stryder, and
15 Pelenea, have operated as a common enterprise while engaging in the unfair or deceptive
16 acts or practices alleged herein. Empire LLC and its sister company, Onyx, started
17 operating their ecommerce business opportunity scheme through their parent company,
18 Stryder, in early 2020. In November 2022, Roman and John sold Empire LLC and Onyx
19 to a third party, but the sale did not include any financial assets of Empire LLC or Onyx.
20 In January 2023, the Individual Defendants restarted their scheme, using funds from
21 Empire LLC and Onyx, under the name Automators AI, using advertising and marketing
22 materials they previously used to promote Empire LLC and Onyx.

23 22. Corporate funds from Empire LLC were transferred to Automators and
24 consumer payments flowed in succession through the bank accounts of Empire LLC and
25 Onyx to Stryder and Pelenea to Roman, John and Chapman. For example, Stryder
26 received over \$7 million in consumer payments from Empire LLC and Onyx. Stryder
27 also transferred over \$7.7 million to Pelenea and the Individual Defendants.

28 23. The Corporate Defendants have conducted the business practices described

1 herein through an interrelated network of companies, which have common ownership,
2 officers, employees, business locations, and business functions; and that marketed and
3 sold common services, shared revenues, and comingled funds.

4 24. Because the Corporate Defendants have operated as a common enterprise,
5 each of them is jointly and severally liable for the acts and practices alleged below. At all
6 times relevant to this Complaint, the Individual Defendants have formulated, directed,
7 controlled, had the authority to control, or participated in the acts and practices of the
8 Corporate Defendants.

9 **COMMERCE**

10 25. At all times relevant to this Complaint, Defendants have maintained a
11 substantial course of trade in or affecting commerce, as “commerce” is defined in Section
12 4 of the FTC Act, 15 U.S.C. § 44.

13 **DEFENDANTS’ BUSINESS ACTIVITIES**

14 ***The Empire Business Opportunity Scheme***

15 *Deceptive Marketing Rife with Lavish Earnings Claims*

16 26. Beginning in February 2020, Roman and John Cresto and Chapman
17 deceptively advertised, marketed, distributed, promoted, and sold ecommerce business
18 opportunities to consumers throughout the United States through Empire LLC and Onyx
19 (collectively, “Empire”), which they advertised primarily through social media, such as
20 Instagram and Twitter.

21 27. Roman, John, and Chapman promoted themselves as ecommerce experts and
22 self-made millionaires who have experience scaling hundreds of third-party seller stores
23 on Amazon.com, Walmart.com and Facebook marketplaces, and have helped thousands
24 of consumers generate millions of dollars.

25 28. Empire’s website claimed it was the “only automation company fully
26 audited and backed by an experienced Venture Capital firm” and “integrates AI machine-
27 learning into the automation process, resulting in increased revenue and margins.”
28

1 29. The website also contained enticing purported purchaser testimonials, such
2 as “I have been able to leverage my credit lines to make more passive income in a few
3 months than most people make in 1 year at their everyday jobs” and “my store has been
4 able to do \$1 million dollars in revenue in the past 4 months alone.”

5 30. Empire also paid affiliate marketers to promote Empire’s business
6 opportunity on social media by posting sales results and touting their purported success
7 with Empire’s expert assistance. For example, Roman recruited Daniel Baldus-Strauss as
8 an affiliate. As Roman was well-aware, the Amazon store that Empire opened and
9 managed for Baldus-Strauss was unprofitable and ultimately suspended by Amazon for
10 policy violations. Nevertheless, as an affiliate, Baldus-Strauss promoted falsely on social
11 media how he made significant passive income through his automated ecommerce stores
12 with Empire, referred over 60 clients to Empire, and received over \$1.5 million in
13 commission fees from the scheme.

14 31. Empire’s marketing videos, websites, and emails featured lavish claims
15 about the amount of money or profit Empire clients are likely to make, such as:

- 16 • “\$4k-\$6k consistently monthly net profit.”
- 17 • “\$50k in sales in his 2nd month on a new Walmart store.”
- 18 • “Automation client makes \$8500 profit in 1 month.”
- 19 • “Automation and coaching client makes \$597k in 8 months.”
- 20 • “Automation and coaching client makes \$597k in 8 months.”
- 21 • “Client makes \$260k profit in one year from 2 stores.”
- 22 • “Client makes \$260k profit in one year from 2 stores.”
- 23 • “\$200k in one month and 100% ROI in 8 months.”

24 32. After watching the advertisements, website, or speaking with an Empire
25 affiliate, prospective purchasers typically spoke with John or Chapman. In numerous
26 instances, John or Chapman explained to prospective purchasers the various “automated”
27 packages Empire offered, which typically cost between \$10,000 to \$125,000 for the
28

1 initial investment. They also represented that Empire-managed stores were running
 2 profitably with monthly profit margins between 8 to 20 percent, and claimed to use “AI
 3 machine learning” to maximize revenues.

4 33. In many instances, John also emailed prospective purchasers links to
 5 positive reviews from purported clients and a slide deck posted on Empire’s website
 6 describing Empire’s business opportunity. The deck stated that Empire managed 257
 7 Amazon Marketplace stores with net monthly profit on all sales at approximately 8 to 20
 8 percent. A screenshot from one such slide deck, captured from Archive.org for May 25,
 9 2022, and which Empire also emailed to a prospective purchaser, is depicted below.

Sales Projections for New Stores

Month	Gross Sales	Profit Total	ROI Percentage
Month 1	\$1,000 to \$10,000	\$100 to \$2,000	8-20%
Month 2 to 4	\$5,000 to \$20,000	\$500 to \$4,000	8-20%
Month 4 to 8	\$20,000 to \$55,000	\$1,500 to \$11,000	8-20%
Month 8 to 12	\$60,000 to \$80,000	\$4,500 to \$16,000	8-20%
Month 12+	\$75,000 to \$110,000	\$6,000 to \$22,000	8-20%
Month 15+	\$110,000-200,000+	\$8,500 to \$40,000	8-20%

(These are sales targets and profit estimations. No specific sales or earnings are guaranteed. Each store's growth is unique.)
 Empire Ecommerce is in no way affiliated, associated, authorized, endorsed by, or in any way officially connected with Amazon INC.
 *Any monthly earnings, revenue, or profit discussed/shown in this document is in no way legally guaranteed and is just for explanation purposes.
 Confidential and Proprietary. Copyright by Empire Ecommerce, LLC. 2021. All Rights Reserved.

Google Slides

22 34. Empire offered prospective purchasers both new and “aged” stores. The
 23 aged stores purportedly already had a positive profitability history. Empire’s slide deck
 24 also included sales projections and case studies that presented purported levels of sales
 25 and profits that purchasers could expect to make. A screenshot of sales projections for
 26 “aged” Amazon stores, captured from Archive.org for May 25, 2022, and which Empire
 27 also emailed to a prospective purchaser, is depicted below.
 28

Aged Amazon Stores: Sales Projections

Month	Gross Sales	Profit Total	Net Profit Margin
Month 1	\$10,000 to \$30,000	\$800 to \$6,000	8-20%
Month 2	\$30,000 to \$60,000	\$2,500 to \$12,000	8-20%
Month 3	\$40,000 to \$80,000	\$3,500 to \$16,000	8-20%
Month 4	\$60,000 to \$120,000	\$5,500 to \$24,000	8-20%
Month 5+	\$80,000 to \$300,000	\$7,200 to \$60,000	8-20%

(These are sales targets and profit estimations. No specific sales or earnings are guaranteed. Each store's growth is unique.)
 Empire Ecommerce is in no way affiliated, associated, authorized, endorsed by, or in any way officially connected with Amazon INC.
 *Any monthly earnings, revenue, or profit discussed/shown in this document is in no way legally guaranteed and is just for explanation purposes.
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Google Slides

35. Beginning in February 2020, consumers signed initial store contracts predominantly with Empire LLC, but later switched to contracts mainly with Onyx in 2021.

36. Consumers were lured in by Empire's earnings claims and promises that their Empire-managed stores would be profitable in short order. However, once they completed the initial purchase, it took several months until the stores were operational.

37. During these ensuing months, Empire employees typically helped consumers with the "onboarding process," which involved registering for an LLC and business address, creating email addresses and logins for their store accounts, and establishing various supplier accounts. In addition to the initial fee paid to Empire, Empire had purchasers open business credit cards or loans allowing access to between \$15,000-\$80,000 to charge the inventory purchased to fulfill store customers' orders.

38. Empire represented to its prospective purchasers that it would run the day-to-day operations of the stores, allowing purchasers to generate significant passive income. Purchasers were obligated to give Empire 35% of their profits.

Suspensions and Terminations of Empire-Managed Stores by Marketplaces

1 39. Empire used the Fulfilled by Merchant (“FBM”) model to sell on
2 Amazon.com. Empire combined a method of product sourcing known as online sales
3 arbitrage with a “dropshipping” method of order fulfillment. In practice, when a customer
4 ordered an item sold by an Empire-managed store on Amazon.com, Empire purchased
5 the item on behalf of the store owner at a lower price from another retailer, then sold the
6 item for a small profit taking advantage of the price difference. Further, Empire directed
7 that other retailer to directly ship the item to the customer.
8

9 40. While Amazon allows dropshipping, a third-party store using this method of
10 order fulfillment is required to follow Amazon’s stated policies and procedures. For
11 example, Amazon requires store owners that purchase products from a third-party retailer
12 and have them shipped directly to customers to identify the store owner, not the third-
13 party retailer, as the seller of record. The Empire-managed stores routinely violated that
14 policy.

15 41. In many instances, Empire told prospective purchasers that its expertise in
16 managing stores included how to avoid suspensions, and that John and Roman had an
17 “insider” to streamline getting stores approved and reinstated should suspension occur.

18 42. In truth, Amazon suspended the majority of the Empire-managed stores
19 within months of operation due mostly to dropshipping policy and intellectual property
20 violations.

21 43. By June 2022, less than 10 percent of the stores that Empire managed for its
22 clients were active and generating sales, and by October 2022, most of those stores were
23 suspended or terminated. Amazon’s records show that it ultimately blocked, suspended,
24 or terminated most of Empire’s managed stores it was aware of for policy violations.

25 44. Moreover, the majority of the Walmart.com stores that Empire attempted to
26 open and manage for purchasers—often after the Empire-managed Amazon stores for
27 those purchasers got suspended—were never activated or terminated for various policy
28 violations.

1 45. A suspension of a store by Amazon or Walmart locked any earnings that
2 store might have generated. Because Empire typically had its clients pay for inventory on
3 credit cards, many clients were left with high credit card debt that they were unable to
4 repay with earnings.

5 46. Empire's attempts to appeal suspensions often took several months and most
6 of its clients ended up with blocked, suspended or terminated accounts.

7 *Empire's Earnings Claims were False and Unsubstantiated*

8 47. For over two years, Empire advertised and marketed its business
9 opportunities to consumers by making earnings claims as described above, even though
10 virtually none of its purchasers had Empire-managed stores that operated without
11 interruption for the duration of time advertised in the claims.

12 48. Empire failed to disclose to prospective purchasers that Empire-managed
13 stores were routinely suspended and terminated. Instead, it consistently and falsely
14 claimed that it had hundreds of clients generating over \$150 million in revenue. In truth,
15 most of Empire's clients lost money and virtually none made the advertised amounts.

16 49. Several former employees of Empire stated to the FTC that Empire's profit
17 projections, discussed above, were completely fabricated.

18 50. Despite having gross sales in their stores during the brief times their stores
19 were opened, numerous Empire clients overall lost significant sums of money after
20 subtracting the initial fee, Amazon or Walmart fees, inventory payments, store customer
21 refunds, loan fees and interest, and onboarding and operating costs.

22 51. According to Empire's head of customers service, Empire routinely received
23 numerous calls, texts, and emails from clients complaining about their stores not
24 performing as advertised, losing money, stores getting terminated, and not getting
25 promised services. He estimates that 70 to 80 percent of customer support calls were
26 complaints, and reports that John, Roman and Andrew were part of weekly meetings to
27 discuss such complaints.
28

1
2
3 *Non-Disparagement Clauses and Failed Attempt to Switch Store Model*

4 52. Many dissatisfied Empire clients who spent tens of thousands of dollars for
5 stores that were ultimately suspended or terminated have requested refunds. In most
6 instances, Empire has denied such requests.

7 53. Rather than issue refunds, Empire typically offered purchasers a “remedy” in
8 the form of another ecommerce store in a different marketplace. Since approximately
9 August 2020, for purchasers to obtain a new store, Empire first required them to sign a
10 termination agreement that included the following non-disparagement clause:

11 **Non-disparagement.** Customer may not engage in any form of conduct,
12 or make any statements or representations, that disparage or otherwise
13 harm the other Party's reputation, goodwill, or commercial interests. Any
14 form of public or private, oral, or written defamation, slander,
15 traducement, malicious misinterpretation of facts and events by the
16 Customer regarding the Company made after the Termination Date, shall
17 be treated as grounds of breach of this Release and may result in legal
18 action subsection to Section 5 below. If, prior to the Termination Date
19 Customer has made any statements or comments, whether verbally or in
writing, that would tend to disparage or harm Company, Customer will
remove, retract and/or otherwise make such statements unavailable to
any person or Party that is not subject to this Release.

20 54. Empire included threats of “legal action” in the clause to intimidate and
21 dissuade dissatisfied customers from filing complaints.

22 55. Numerous Empire clients signed such termination agreements; many signing
23 multiple agreements. Roman routinely signed these termination agreements as CEO on
24 behalf of Empire.

25 56. Many such Empire clients felt trapped because if they did not agree to
26 switch stores, they would lose their entire investments.

27 57. In late 2022, Empire attempted to switch clients whose stores were
28 terminated to new Amazon stores using the Fulfilled By Amazon (“FBA”) model. Under

1 this model, the third-party store owner must pre-purchase inventory wholesale, store it,
2 and then send it to Amazon for processing and shipping once a purchase is made for
3 fulfillment.

4 58. Amazon, however, does not allow suspended or terminated store owners to
5 open additional stores. In many instances, Empire instructed consumers to open these
6 new stores under someone else's name and photo identification to circumvent that policy.

7 59. Ultimately, none of the contemplated Empire FBA stores ever opened.

8 *Empire Failed to Provide Required Disclosures and Earnings Claim Statements*


9 60. Empire did not provide prospective purchasers with disclosure documents
10 required under the Business Opportunity Rule. Although Empire routinely made claims
11 to prospective purchasers about likely earnings, it failed to provide prospective
12 purchasers with an Earnings Claim Statement required by the Rule, which includes the
13 beginning and ending dates when the represented earnings were achieved, and the
14 number and percentage of all persons who purchased the business opportunity and
15 achieved the stated level of earnings.


16 61. Empire also failed to comply with the Rule's requirements that it provide
17 prospective purchasers with written substantiation of its earnings claims, and with a list
18 of purchasers and contact information of individuals who purchased the business
19 opportunity within the last three years.

20 *The Sale of Empire/Onyx*

21 62. In November 2022, Empire's employees temporarily lost access to the
22 company's computer-based software systems and once access was restored, all of
23 Empire's data, information, and email history were gone. John and Roman told the
24 employees that they were behind the deletion of Empire's records.

25 63. Soon thereafter, John and Roman announced to the employees that they had
26 sold Empire to third-party purchaser, LCC Enterprises LLC, a Delaware limited liability
27 company, owned by an individual named Daniel Cohen ("Cohen"). The sale, with a
28 \$100,000 price tag, included Empire's client list, but not its financial assets.

1 Automators AI Sponsored
2 If you're an investor, you know most investment avenues are currently down.
3 If you have at least 30k in cash sitting in a bank waiting to be deployed, here's how we can help you turn that into a cash flow machine.
4 It's called E-commerce Automation.
5 Our partners run an entire store for you, while you collect a passive check every month.
6 Yes, completely passive, you just pay a one time upfront cost and get mailbox money.
7 Our partners manage the store, the customer service, and ship the products for you.
8 Click "learn more" to see how you can get started in as little as 30 days.
9 <https://partners.automators.ai/apply>
10 

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20 

68. Automators promotes its automation business opportunity as a “Done For You” service, through which purchasers can generate risk-free passive cash flow every month without lifting a finger.

69. Automators claims that it acts as a middleman to connect purchasers with fully vetted partner Amazon automation fulfillment companies.

70. In many instances, however, John and other salespeople tell prospective purchasers that Automators will set up the online store, manage it, assist with opening business credit cards to use for inventory purchases, and “hold your hand every step of the process.” In some instances, John even tells prospective purchasers that he personally oversees the onboarding process to ensure a smooth process.

71. Automators has connected purchasers with Amazon automation fulfillment companies, such as Next Level Digital Agency, Activ8, and Ascend Ecom. Ascend Ecom, which advertises that it uses both the FBA and FBM fulfillment models, appears to be Automators latest partnership.

72. Automators’ marketing includes a website, videos and webinars narrated by John and Roman that include depictions of a lavish lifestyle, enticing client testimonials, and case examples showing purported success stories.

73. Roman claims he is a “leading 8-figure Amazon entrepreneur and creator of industry leading wealth-generation systems.” He states in his videos that he is a college dropout who, at 20 years old, was able to purchase a McLaren Spider sports car for himself and a Tesla for his mother and travel the world.

74. Automators’ marketing includes numerous testimonials and case studies showcasing the purported successes of its clients. While often undisclosed, some of those purported success stories are from Empire employees.

75. Automators’ ads present graphs and sales projections that depict projected earnings claims. A screenshot of a “Financial Projection Breakdown” showing Return on Investment (“ROI”) percentages between 10 and 25 percent, captured on January 22, 2023, is depicted below. Also depicted below are additional screenshots of Automators ads with express earnings claims, including lavish revenue and profits projections, taken on January 11, 2023.

**OUR AMAZON MANAGEMENT
FINANCIAL PROJECTION BREAKDOWN**

Month	Monthly Gross Sales	Monthly Profit Totals	ROI Percentages
1-2 (Warm Up Period)	up to \$10,000	up to \$3,000	10 - 25%
3-4	\$3,000 - \$20,000	\$300 - \$6,000	10 - 25%
5-8	\$10,000 - \$40,000	\$1,000 - \$12,000	10 - 25%
9-12	\$20,000 - \$80,000	\$2,000 - \$24,000	10 - 25%
First Year Totals:	\$125,000 - \$540,000	\$12,500 - \$162,000	10 - 25%
12-16	\$60,000 - \$110,000	\$6,000 - \$33,000	10 - 25%
16-20	\$100,000 - \$135,000	\$10,000 - \$40,500	10 - 25%
20-24+	\$135,000 - \$185,000+	\$13,500 - \$55,500+	10 - 25%

*Please note these numbers are before our profit splits



GET A 100% DONE-FOR-YOU, PASSIVE INCOME MACHINE, WITH AMAZON AUTOMATION.

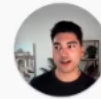
Click the video to play and turn on sound

Compounding Earnings

How monthly working capital spend can increase your earning potential

Example: 20% ROI on capital spend per month

- **Month 1:** Inventory Spend **\$10k**, **\$2k** Net Profit on your store
- **Month 2:** (Reinvest your profits from month 1) Inventory Spend **\$12k**, **\$2,400** Net Profit
- **Month 3:** Inventory Spend **\$14.4k**, **\$2,880** Net Profit
- **Month 4:** Inventory Spend **\$17k**, **\$3,400** Net Profit
- **Month 5:** Inventory Spend **\$20.4k**, **\$4k** Net Profit
- **Month 6:** Inventory Spend **\$25k**, **\$5k** Net Profit



Automators LLC is in no way affiliated, associated, authorized, endorsed by, or in any way officially connected with Amazon Inc. *Any monthly earnings, revenue, or profit discussed herein in this document is in no way legally guaranteed and is just for explanation purposes. Confidential and Proprietary. Copyright by Automators, LLC 2022. All Rights Reserved.

Bundle type	Amazon FBA Wholesale		
Working Capital Per Store	\$ 50,000.00		
Management Profit Percentage	30%	<i>year-2</i>	<i>year-2</i>
AVG Sales Projections	121%	135%	139%

	Year 1	Year 2	Year 3
Gross Revenue	\$ 560,370.87	\$ 1,065,587.32	\$ 1,933,021.27
Management Fee	\$ 29,513.29	\$ 88,452.54	\$ 161,955.84
Client's Profit	\$ 68,864.33	\$ 206,389.26	\$ 377,896.95

76. Automators sells several packages that allow a purchaser to become a passive “capital partner.” They cost between \$35,000 and \$65,000. Purchasers commit to give Automators’ Amazon automation company partners 30 percent of their store’s profit.

1 77. Automators’ videos, including those narrated by Roman, describe
2 Automators’ alleged use of artificial intelligence to find top-selling products to sell and
3 list popular brands that Automators’ clients have purportedly sold in their stores.

4 78. Automators receives commission payments from its Amazon automation
5 company partners for every consumer it signs up with them.

6 79. Like Empire’s earnings claims, Automators’ earnings claims regarding its
7 business opportunities are false and unsubstantiated. Most purchasers do not recoup their
8 investment, let alone make the advertised amounts.

9 80. As with Empire, Automators does not provide purchasers of its business
10 opportunities with the documents and disclosures required by the Business Opportunity
11 Rule.

12 *Automators’ Business Coaching Scheme*

13 81. Automators also offers coaching services on selling on Amazon.com
14 through a program called Ecom Automation Accelerator, sometimes offered under the
15 brand name Ecom Skool.

16 82. This “Done With you” program typically costs \$5,000 and is marketed as a
17 “comprehensive Amazon coaching program and community to help entrepreneurs build
18 their digital ecommerce business.” The program also claims to coach consumers to use
19 Chatgpt to write customer service scripts. Its ads feature statements such as:

- 20 • “We’ve recently discovered how to use AI tools for our 1 on 1 Amazon coaching
21 program, helping students achieve over \$10,000/month in sales!”
22
23 • “use AI or chatgpt tools like chatgpt to scale an Amazon store to 10k a month and
24 beyond”
25
26 • “That is how you make \$6000 net profit and that is how you find a product in 5
27 minutes using AI, Grabbly, Priceblink.”
28

- 1 • “Here is an interview with one of our past students who made over \$200k in sales
2 in a single month.”
- 3
- 4 • “Check out this video to see how one of our students made \$150k in 4 months on
5 his Amazon store.”

6 83. The coaching program offered by Automators teaches purchasers the
7 dropshipping fulfillment method, previously used by Empire. Automators claims that this
8 method is risk-free because inventory is purchased on an as-needed basis.

9 84. Especially considering Empire’s history of routine store suspensions and
10 terminations, Automators’ “risk-free” claim is deceptive.

11 85. Automators’ earnings claims regarding its coaching services are false or
12 unsubstantiated. The testimonials and case studies, often from former Empire employees,
13 are atypical and are nowhere near what the average purchaser can expect. Moreover,
14 Automators does not track the results of its coaching clients, and virtually none of them
15 make the advertised amounts and most do not recoup their investments.

16 **Defendants’ Inadequate Disclaimers Do Not Cure Their Misrepresentations**

17 86. Defendants, during both the Empire and Automator schemes, have often
18 included written disclaimers on their websites and in their marketing materials. However,
19 as shown by the examples discussed below, these disclaimers have been neither clear nor
20 conspicuous, and they have not cured Defendants’ widespread misrepresentations
21 regarding the earnings that purchasers are likely to realize.

22 87. For example, after consumers watch an Automators marketing video for the
23 Amazon business opportunities on Facebook, they are encouraged to click on a link that
24 takes them to the automators.ai website. There, consumers watch a slideshow describing
25 the business opportunities.
26
27
28

1 88. At the very bottom of each slide, in small typeface, Automators states, “Any
2 monthly earnings, revenue, or profits discussed/shown in this document is in no way
3 legally guaranteed and is just for explanation purposes.”

4 89. After watching the slideshow, typically narrated by Roman, consumers can
5 scroll to the bottom of the automators.ai website and find another disclaimer, below the
6 fold, in small typeface that states, “No client’s success, earnings, or production results
7 should be viewed as typical, average, or expected.”

8 90. There are also links at the bottom of the website, below the fold, that say,
9 “Privacy Policy,” “Terms of Service,” and “Earnings Disclaimer.” These links, however,
10 are typically non-functional and merely take the consumers back to the top of the main
11 webpage.

12 91. From Instagram, a consumer can access the automators.ai website that
13 contains another nearly illegible disclaimer stating in convoluted language, “Automator’s
14 experiences with online business are not typical: he is an experienced eCommerce seller
15 and marketer. The program demonstrates how Roman, and his team of experts use
16 proprietary technology, experience and expertise to identify potentially successful
17 products to sell on online. We do not track the typical results of our customers or verify
18 the accuracy of publicly available student testimonials.”

19 92. These disclaimers contradict the numerous repeated lavish and express
20 earnings claims posted in color and in large font above the fine print disclaimers and
21 included in the social media ads and the marketing videos.

22 **VIOLATIONS OF THE FTC ACT**

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

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

27
28

1 accounts, or customers, including, but not limited to, Internet outlets, accounts, or
2 customers, for the purchaser’s goods or services[.]” 16 C.F.R. § 437.1(c).

3 101. Among other things, the Business Opportunity Rule requires sellers to
4 provide prospective purchasers with a disclosure document in the form and using the
5 language set forth in the Business Opportunity Rule and its Appendix A, and any
6 required attachments. In the disclosure document, the seller must disclose to prospective
7 purchasers five categories of information, including: basic identifying information about
8 the seller, any earnings claims the seller makes, the seller’s litigation history, any
9 cancellation and refund policy the seller offers, and contact information of prior
10 purchasers. 16 C.F.R. § 437.3(a)(1)-(5). Furthermore, this information must be disclosed
11 at least seven (7) days before the prospective purchaser signs a contract or makes a
12 payment. 16 C.F.R. § 437.2. The pre-sale disclosure of this information enables a
13 prospective purchaser to contact prior purchasers and take other steps to assess the
14 potential risks involved in the purchase of the business opportunity.

15 102. Defendants, as described in Paragraphs 31 to 34, 67, 74 to 75, and 82, have
16 made earnings claims in connection with the sale of their business opportunities, as
17 defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(f). Under the Business
18 Opportunity Rule, an “earnings claim” means “any oral, written, or visual representation
19 to a prospective purchaser that conveys, expressly or by implication, a specific level or
20 range of actual potential sales, or gross or net income or profits.” 16 C.F.R. § 437.1(f).

21 103. The Business Opportunity Rule prohibits sellers from making earnings
22 claims unless the seller: (1) has a reasonable basis for the claim at the time it is made; (2)
23 has in its possession written materials to substantiate the claim at the time it is made; (3)
24 furnishes an Earnings Claim statement to prospective purchasers in conjunction with the
25 disclosure document, containing, among other things, information regarding the time
26 frame captured by the earnings claim, the characteristics of the purchasers, and the
27 number and percentage of all persons who purchased the business opportunity within the
28 time frame who achieved at least the stated level of earnings; and (4) makes written

1 substantiation of the earnings claim available to any prospective purchaser who requests
2 it. 16 C.F.R. § 437.4(a).

3 104. Defendants have also made earnings claims in connection with the sale of
4 their business opportunities in the general media, as defined by the Business Opportunity
5 Rule, 16 C.F.R. § 437.1(h). Under the Business Opportunity Rule, “general media”
6 means “any instrumentality through which a person may communicate with the public,
7 including, but not limited to, television, radio, print, Internet, billboard, Web site,
8 commercial bulk email, and mobile communications.” 16 C.F.R. § 437.1(h).

9 105. The Business Opportunity Rule prohibits sellers from making earnings
10 claims in the general media unless the seller has a reasonable basis for and written
11 substantiation of any earnings claims and states in immediate conjunction with those
12 claims the beginning and ending dates when the represented earnings were achieved, and
13 the number and percentage of all persons who purchased Defendants’ business
14 opportunity prior to that ending date who achieved at least the stated level of earnings. 16
15 C.F.R. § 437.4(b).

16 106. Defendants, as described in Paragraphs 31 to 34, 67, 74 to 75, and 82, have
17 disseminated industry financial, earnings, or performance information in connection with
18 the offering for sale, sale, or promotion of a business opportunity.

19 107. The Business Opportunity Rule prohibits sellers from disseminating industry
20 financial, earnings, or performance information unless the seller has written
21 substantiation demonstrating that the information reflects, or does not exceed, the typical
22 or ordinary financial earnings, or performance experience of purchasers of the business
23 opportunity being offered for sale. 16 C.F.R. § 437.4(c).

24 108. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a
25 violation of the Business Opportunity Rule constitutes an unfair or deceptive act or
26 practice in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C.
27 § 45(a).

28

1 **COUNT TWO**

2 **Misrepresentations Regarding Income or Profits**

3 109. In numerous instances in connection with the offer for sale, sale, or
4 promotion of business opportunities, Defendants have misrepresented the amount of
5 sales, or gross or net income or profits, a prospective purchaser may earn or that prior
6 purchasers have earned.

7 110. Therefore, Defendants' acts and practices, as described in Paragraph 109,
8 violate the Business Opportunity Rule, 16 C.F.R. § 437.6(d) and Section 5(a) of the FTC
9 Act, 15 U.S.C. § 45(a).

10 **COUNT THREE**

11 **Disclosure Document Violations**

12 111. In numerous instances in connection with the offer for sale, sale, or
13 promotion of business opportunities, Defendants have failed to furnish prospective
14 purchasers with a disclosure document and any required attachments, within the time
15 period prescribed by the Business Opportunity Rule.

16 112. Therefore, Defendants' acts and practices, as described in Paragraph 111
17 above, violate the Business Opportunity Rule, 16 C.F.R. §§ 437.2 and 437.3(a), and
18 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

19 **COUNT FOUR**

20 **Earnings Claims to Prospective Purchasers Violations**

21 113. In numerous instances, Defendants have made earnings claims to
22 prospective purchasers in connection with the offering for sale, sale, or promotion of a
23 business opportunity while, among other things: (1) lacking a reasonable basis for the
24 earnings claim at the time it was made; (2) lacking written substantiation for the earnings
25 claim at the time it was made; or (3) failing to provide an earnings claim statement to the
26 prospective purchasers, as required by the Business Opportunity Rule.

1 114. Therefore, Defendants’ acts and practice, as described in Paragraph 113
2 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(a) and Section 5(a) of
3 the FTC Act, 15 U.S.C. § 45(a).

4 **COUNT FIVE**

5 **General Media Earnings Claims Violations**

6 115. In numerous instances, Defendants have made earnings claims in the general
7 media in connection with the offering for sale, sale, or promotion of a business
8 opportunity while failing to state in immediate conjunction with those claims the
9 beginning and ending dates when the represented earnings were achieved, and the
10 number and percentage of all persons who purchased Defendants’ business opportunity
11 prior to that ending date who achieved at least the stated level of earnings.

12 116. Therefore, Defendants’ acts and practice, as described in Paragraph 115
13 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(b) and Section 5(a) of
14 the FTC Act, 15 U.S.C. § 45(a).

15 **COUNT SIX**

16 **Industry Financial, Earnings, or Performance Information Violations**

17 117. In numerous instances, Defendants have disseminated industry financial,
18 earnings, or performance information in connection with the offering for sale, sale, or
19 promotion of a business opportunity while lacking written substantiation demonstrating
20 that the information reflects, or does not exceed, the typical or ordinary financial
21 earnings, or performance experience, of purchasers of the business opportunity being
22 offered for sale.

23 118. Therefore, Defendants’ acts and practice, as described in Paragraph 117
24 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(c) and Section 5(a) of
25 the FTC Act, 15 U.S.C. § 45(a).

26 **VIOLATIONS OF THE CONSUMER REVIEW FAIRNESS ACT**

27 119. The CRFA defines “covered communication” as “a written, oral, or pictorial
28 review, performance assessment of, or other similar analysis of, including by electronic

1 means, the goods, services, or conduct of a person by an individual who is party to a form
2 contract with respect to which such person is also a party.” 15 U.S.C. § 45b(a)(2).

3 120. The CRFA defines “form contract” to mean “a contract with standardized
4 terms (i) used by a person in the course of selling or leasing the person’s goods or
5 services; and (ii) imposed on an individual without a meaningful opportunity for such
6 individual to negotiate the standardized terms.” 15 U.S.C. § 45b(a)(3).

7 121. The CRFA renders void any provision of a form contract if such provision
8 prohibits or restricts the ability of an individual who is a party to the form contract to
9 engage in a covered communication. 15 U.S.C. § 45b(b)(1).

10 122. The CRFA prohibits any person from offering a form contract containing a
11 provision described as void in sub-section (b) of the CRFA. 15 U.S.C. § 45b(c).

12 123. Pursuant to the CRFA, a violation of sub-section (c) of the CRFA shall be
13 treated as a violation of a rule defining an unfair or deceptive act or practice prescribed
14 under Section 18(a)(1)(B) of the FTC Act, 15 U.S.C. § 57a(a)(1)(b), and the FTC shall
15 enforce the CRFA in the same manner, by the same means, and with the same
16 jurisdiction, powers, and duties as the FTC Act. 15 U.S.C. § 45b(d).

17 124. Defendants have offered “form contract[s],” as that term is defined in the
18 CRFA. 15 U.S.C. § 45b(a)(3).

19 **COUNT SEVEN**

20 **Violations of the CRFA**

21 125. In numerous instances, including as described in Paragraphs 52 to 55,
22 Defendants have offered, in the course of selling their business opportunities, “form
23 contracts,” containing provisions that prohibit or restrict the ability of an individual who
24 is a party to the form contract to engage in a covered communication.

25 126. Defendants have thereby violated the CRFA, 15 U.S.C. § 45b(c).

1 **COUNT EIGHT**

2 **Relief Defendant**

3 127. Relief Defendant Peregrine Worldwide LLC has received, directly or
4 indirectly, funds or other assets from Defendants that are traceable to funds obtained from
5 Defendants' purchasers through unfair or deceptive acts or practices described herein.

6 128. Relief Defendant Peregrine Worldwide LLC is not a bona fide purchaser
7 with legal and equitable title to Defendants' purchasers' funds or other assets, and Relief
8 Defendant will be unjustly enriched if it is not required to disgorge the funds or the value
9 of the benefit it received as a result of Defendants' unfair or deceptive acts or practices.

10 129. By reason of the foregoing, Relief Defendant holds funds and assets in
11 constructive trust for the benefit of Defendants' purchasers.

12 **CONSUMER INJURY**

13 Consumers are suffering, have suffered, and will continue to suffer
14 substantial injury as a result of Defendants' violations of the FTC Act, the Business
15 Opportunity Rule, and the Consumer Review Fairness Act. Absent injunctive relief by
16 this Court, Defendants are likely to continue to injure consumers and harm the public
17 interest.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff requests that this Court:

20 A. Enter a permanent injunction to prevent future violations of the FTC Act, the
21 Business Opportunity Rule, and the Consumer Review Fairness Act by Defendants in
22 accordance with Section 13(b) of the FTC Act, 15 U.S.C. § 53(b);

23 B. Grant preliminary injunctive and ancillary relief;

24 C. Award monetary and other relief within the Court's power to grant in
25 accordance with Section 19 of the FTC Act, 15 U.S.C. § 57b;

26 D. Enter an order against Relief Defendant awarding monetary and other relief,
27 but not injunctive relief; and
28

1 E. Award Plaintiff such other and additional relief the Court may determine to
2 be just and proper.

3
4 Respectfully submitted,

5
6 

7 Dated: August 8, 2023

8 Colleen Robbins
9 Christopher E. Brown
10 Federal Trade Commission
11 600 Pennsylvania Ave., NW, CC-8528
12 Washington, DC 20580
13 (202) 326-2548; crobbins@ftc.gov
14 (202) 326-2825; cbrown3@ftc.gov
15 (202) 326-3395 (fax)

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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION