

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY, FLORIDA

Case No.

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,
Plaintiff,

vs.

FAST FIX 123, LLC, *a Florida Limited Liability
Company*; PAUL COZZOLINO, *an individual*;
DENNIS RINKER, *an individual*;
TYLER FOSS, *an individual*;
Defendants.

COMPLAINT

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Attorney General”), brings this action under Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”), Florida Statutes Section 501.201 et seq., against Fast Fix 123, LLC, a Florida limited liability company; Paul Cozzolino, an individual; Dennis Rinker, an individual; and Tyler Foss, an individual (collectively, “Defendants”), to obtain preliminary and permanent injunctive relief, restitution, the imposition of civil penalties, an award of attorney’s fees, and other equitable relief, for Defendants’ acts or practices in violation of FDUTPA, and further states as follows:

I. JURISDICTION AND VENUE

1. This action is brought pursuant to FDUTPA. This Court has jurisdiction pursuant to Section 26.012, Florida Statutes, and FDUTPA.

2. Defendants at all times material to this Complaint, acting alone or in concert with others, solicited consumers within the definition of Florida Statutes Section 501.203(7) and engaged in trade or commerce as defined by Florida Statutes Section 501.203(8).

3. Venue is proper in the Fifteenth Judicial Circuit as Defendants' principal place of business is in Palm Beach County, Florida and the statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida.

II. PLAINTIFF

4. The Attorney General is an enforcing authority of FDUTPA and is authorized by Florida Statutes Section 501.207(1)(b) to bring an action to enjoin any person who has violated, is violating, or is otherwise likely to violate FDUTPA, and by Florida Statutes Section 501.207(3), to obtain further equitable relief, as appropriate.

5. The State of Florida has conducted an investigation, and the Attorney General has determined that an enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes. The Attorney General has

conducted an investigation and the head of the enforcing authority, Attorney General Pamela Jo Bondi, has determined that an enforcement action serves the public interest.

III. DEFENDANTS

6. Defendant Fast Fix 123 LLC (“Fast Fix”) is a Florida limited liability company organized under the laws of Florida on or about October 11, 2012, and, at all times material to this Complaint, has maintained a principal place of business at 9558 Cypress Park Way, Boynton Beach, FL 33472; 3200 Congress Avenue, Suite 201, Boynton Beach, FL 33426; or, 181 South Australian Avenue, Suite 450, West Palm Beach, Florida 33409. Since its inception, and until at least May 1, 2015, Fast Fix has marketed, advertised, and sold products and services to consumers relating to technical support services for personal computers.

7. Defendant Paul Cozzolino (“Cozzolino”) is an owner, officer, director, member, or manager of Fast Fix.

8. Cozzolino resides at 200 South Birch Road, Apartment 506, Fort Lauderdale, Florida 33316, is not in the military, and is otherwise *sui juris*.

9. Cozzolino, at all times material hereto, actively participated directly or indirectly through affiliates, agents, owners, servants, employees, or other representatives, in Fast Fix’s unfair and deceptive acts and practices as set forth

herein, and has managed, controlled, and/or has had the authority to control Fast Fix's operations and activities described in the instant Complaint.

10. Specifically, Cozzolino is one of three listed Managing Members registered with the Florida Division of Corporations ("DOC") for Fast Fix, and is the listed payer on at least one of the DOC filing fees for Fast Fix.

11. Cozzolino is also an original signatory on at least two bank accounts opened under the name and tax identification number for Fast Fix, and is a listed majority Shareholder of Fast Fix on U.S. Income Tax Return filings.

12. Cozzolino has identified himself both in a sworn investigative statement and on social media websites as a founder of Fast Fix, referring to the company as his "baby" and "brain child."

13. Defendant Dennis Rinker ("Rinker") is an owner, officer, director, member, or manager of Fast Fix.

14. Rinker resides at 3567 Ivanhoe Avenue, Boynton Beach, Florida 33436, is not in the military, and is otherwise *sui juris*.

15. Rinker, at all times material hereto, actively participated directly or indirectly through affiliates, agents, owners, servants, employees, or other representatives, in Fast Fix's unfair and deceptive acts and practices as set forth herein, and has managed, controlled, and/or has had the authority to control Fast Fix's operations and activities described in the instant Complaint.

16. Specifically, Rinker is one of three listed Managing Members registered with the DOC for Fast Fix, and is the listed payer on at least one of the DOC filing fees for Fast Fix.

17. Rinker is also a listed signatory all bank account opened under the name and tax identification number for Fast Fix, and is a listed Shareholder of Fast Fix on U.S. Income Tax Return filings.

18. Rinker has also identified and promoted himself on social media websites as a co-founder of Fast Fix.

19. Defendant Tyler Foss (“Foss”) is an owner, officer, director, member, or manager of Fast Fix.

20. Foss resides at 1470 Via De Pepi, Boynton Beach, Florida 33426, is not in the military, and is otherwise *sui juris*.

21. At all times material to this Complaint, acting alone or in concert with others, Foss has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Fast Fix set forth in this Complaint.

22. Specifically, Foss is one of three listed Managing Members registered with the DOC for Fast Fix. Foss is also a listed Shareholder of Fast Fix on U.S. Income Tax Return filings.

23. Cozzolino, Rinker, and Foss actively managed Fast Fix as equal partners.

24. Specifically, as Foss described in a sworn investigative statement, when asked about the roles at the inception of Fast Fix, “[a]s far as titles, Paul was going to be the CEO, Dennis would be the CFO, and I would be the COO.”

25. Cozzolino founded Fast Fix and directed the activities of Fast Fix employees, including, but not limited to, providing purported remote tech support services and entering into agreements with marketers and merchant processors.

26. Rinker managed the day-to-day operations of Fast Fix and directed Fast Fix’s deceptive sales tactics in developing the sales script. As Fast Fix CFO, Rinker also maintained all of the finances of Fast Fix, to include signing payroll and paying the bills for Fast Fix.

27. Foss also contributed to drafting the deceptive sales script and motivating sales employees to make false representations to consumers during phone calls. Foss trained sales employees in their misrepresentations to consumers as to the immediate need for remote tech support services.

IV. DEFENDANTS’ UNFAIR, DECEPTIVE, AND UNCONSCIONABLE BUSINESS PRACTICES

28. Since 2012, and until at least May 1, 2015, Defendants operated a computer tech support scam, exploiting consumers’ fears about computer viruses, malware, hackers, and other security threats, in order to convince them to purchase costly technical support services and software products.

29. At all times material to this Complaint, Defendants began operating an inbound call center in October 2012 at various locations throughout South Florida.

A. Overview

30. Defendants' scam involved the use of deceptive internet pop-up windows disguised as legitimate operating system or web browser warnings, and designed to lead consumers into believing their computers were in need of immediate servicing. In some cases, these pop-up windows appeared to be messages associated with or issued directly by well-known computer or software companies, such as Microsoft. These pop-ups instructed consumers to get immediate help by contacting a toll-free telephone number, which connected consumers to Defendants' inbound call center.

31. Instead of reaching a computer technician, consumers who dialed the listed number were connected to sales agents working at Defendants' call center. Building upon the fear instilled by the pop-ups, these sales agents proceeded to lead callers through a carefully crafted, high-pressured sales script disguised as a computer diagnostic. These "diagnostics" invariably led to the same conclusion: that the consumer's computer was in need of immediate servicing.

32. This scam enabled Defendants to reach thousands of unsuspecting consumers every day, and dupe tens of thousands of consumers nationwide into spending millions of dollars on costly computer and software services and products.

***B. Defendants Lure Consumers To Call Their
Inbound Call Center Through Deceptive Pop-Up Advertisements***

33. Defendants knowingly paid for alarming pop-up advertisements (“pop-ups”) to be displayed on consumers’ computers. These pop-ups were advertisements, designed to convince consumers that they had a serious computer problem, such as a malware infection. In order to address these “problems,” the pop-ups instructed users to call a toll-free telephone number “now” in order to get help from a “certified technician.”

34. One of the pop-ups utilized by Defendants to mislead consumers consisted of two parts. The first was a box titled “Message from webpage” that stated: “WARNING Windows 7 Customer – you may not be running recommended security protection. Call (844) 551-6657 now for IMMEDIATE assistance.” The second part consisted of a webpage that stated, in part, “Expert Tech Support for Windows 7,” and “Call Technical Support Now (844) 551-6657. **See Image 1** below.

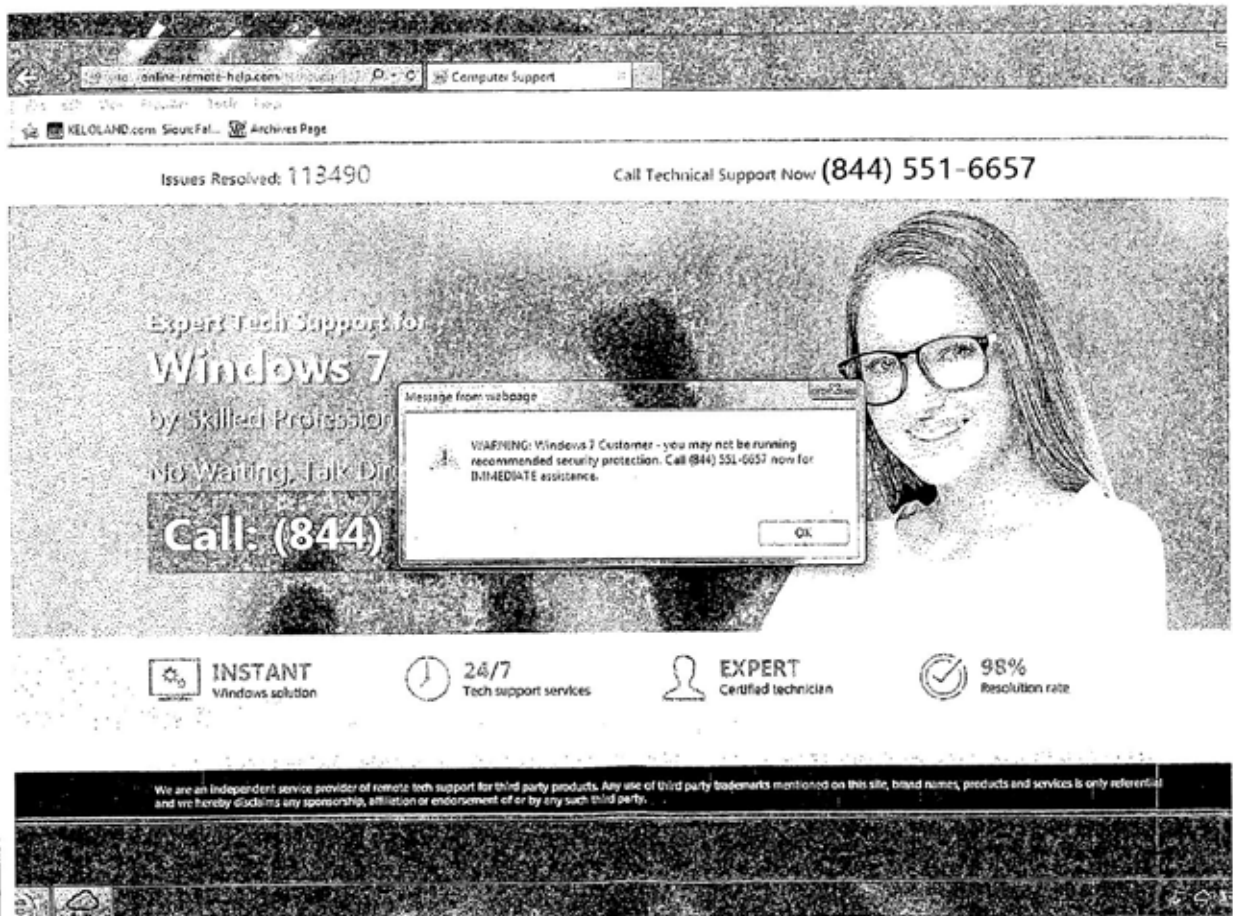


Image 1.

35. Efforts to close these types of pop-up often proved futile. For example, clicking on the “OK” box in a pop-up window, or the close button in the top right corner, may not remove the pop-up from a consumer’s screen. This intentional feature contributed to consumers’ net impression that their computers were malfunctioning and in need of immediate servicing.

36. Defendants are aware that consumers were being driven to their call center through these pop-ups, and the internal sales script used by the Defendants’ sales agents contained specific instructions on how agents should respond to

consumers' calling in response to these advertisements. Notably, information on how to respond to consumers calling in with a "pop-up" were included in the sales script prior to the instructions on how agents could gain remote access to a consumer's computer to perform the "diagnostic." For example, on the first page of the "Fast Fix 123 Sales Presentation," under the section titled "If It's A Pop Call Read This," it states:

If a customer asks "How did this get on my computer?" read this: These notifications are a valuable tool on your computer and it could be an indication of a risk on the machine and that is why you were directed to a Microsoft Partnered Company to assess the risk and provide you with a diagnostic to ensure you're safe and secure.

Later in the same section, it states:

If the customer is still standoffish read this: What were you doing on your computer when you received the pop up? (They generally were doing something they shouldn't have that caused this pop up and this will typically lower their guard when they recognize THEY are the cause of this, NOT YOU.)

C. Defendants Deceive Consumers Into Purchasing Computer Security And Technical Support Services

37. Consumers who dialed the number as instructed in Defendants' deceptive pop-ups were connected to Defendants' call center sales agents, who used a carefully crafted sales script to exploit callers' misimpressions from the pop-ups and further convince consumers their computers were in need of servicing.

38. To purportedly find the cause of the pop-up, Defendants' sales agents offered to perform a "diagnostic" on the consumer's computer. This "diagnostic" was actually a high-pressure, manipulative, and scripted sales pitch, which every time led to the conclusion: that the consumer's computer was in need of immediate servicing. The sales agent began the "diagnostic" by seeking permission to gain remote access to a consumer's computer, with the alleged intent to identify and resolve the consumer's "problem."

39. Gaining remote access to the consumer's computer was part of the manipulation involved in convincing the consumer that they needed to have their computer immediately fixed. The remote access allowed the sales agent to control the mouse, pull up certain windows, and point out various graphics on the computer screen. The sales agents, following the Defendants' script, proceed to point out innocuous graphics and programs, misrepresenting their technical significance and falsely stating that they represented severe issues with the consumer's computer.

40. The script dictates that the sales agent point out to the consumer the number of processes running on the consumer's computer. Consumers were always told, regardless of the number or type of processes running, that it "is very important that things like this [certain processes] are removed because allowing them to run in the background will only hinder your system's performance and can even open the door to solicitations or other intrusive software."

41. During the “diagnostic,” sales agents also asked consumers what type of protection (e.g., antivirus software) was running on their computers. Regardless of the consumers’ answers, if a consumer had any form of existing protection, sales agents were instructed to read the following:

OK, you’re running (protection software) which is not a bad protection. It’s much better than not having anything, but I don’t see any REAL-TIME, LIVE MONITORED protection from Malware, or malicious software. It’s very important that you get security against Malware that’s monitored live and in realtime because it is the most prevalent, dangerous type of infection out there these days. (If they ask what you recommend, mention Webroot very briefly and move on to the diagnostic.)

42. At the end of the sales pitch, consumers were told that if they “fix” their systems, the computer will be “back running like it was when it was brand new,” and will have “zero security threats.” Following the pre-written sales script, sales agents then told all consumers that what they needed was a “Full Infection Sweep and Removal” and a “Full System Tune Up” performed by a “Microsoft Certified Technician.”

43. Fast Fix sales agents would first suggest that consumers could take their computers to a store like Best Buy or Staples for the recommended services. However, the sales agents were also quick to warn that this option would be costly and take several days to complete. As an alternative, Defendants offered to repair

consumers' computers remotely that same day while the consumer sat in the comfort of their own home.

44. Once a consumer agreed to allow Fast Fix to perform these services, consumers were then "up-sold" the Defendants' virus protection software. After placing the consumer on a brief hold, in order to convince the consumer the agent was speaking to a technician regarding the consumer's computer, the sales script directs sales agents to say:

My tech did message me recommending a higher level of protection for you though. If you wanted to upgrade your protection I would say do it as soon as our techs are done to avoid these problems in the future.

45. Beginning with the original pop-up and continuing throughout the sales pitch, consumers were purposely led to believe that they were speaking with a qualified technician, and in many instances, with a representative from a well-known computer or software company, such as Microsoft. For example, Defendants used Fast Fix's paid membership in the Microsoft Pinpoint Network Program to mislead consumers into believing Fast Fix was authorized by Microsoft to fix consumers' computers.

46. In addition, Defendants' website, <fastfix123.com>, contained a Microsoft Partner logo and other Microsoft references, which perpetuated the misrepresentations made by the sales agents. *See Image 2* below.



Image 2.

COUNT I
**VIOLATION OF FLORIDA’S DECEPTIVE AND
UNFAIR TRADE PRACTICES ACT**

47. The Attorney General adopts, incorporates, and re-alleges Paragraphs 1-46 as if fully set forth herein.

48. Section 501.204 of FDUTPA, Chapter 501, Part II, Florida Statutes, prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.”

49. As described above, in the course of marketing, offering for sale, and selling computer security and/or technical support services, Defendants represent or have represented, expressly or by implication, through a variety of means, including through internet communications and telephone calls, that they have identified

problems on consumers' computers that affect the performance or security of consumers' computers.

50. Specifically, Cozzolino started Fast Fix, directed marketer affiliates used by Fast Fix to generate calls, and supervised all sales and tech support employees of Fast Fix.

51. Specifically, Rinker supervised all Fast Fix employees, developed the deceptive sales script utilized by Fast Fix, and paid all vendors, including marketer affiliates, of Fast Fix.

52. Specifically, Foss supervised all sales calls and trained sales employees in their misrepresentations to consumers as set forth in the deceptive sales script.

53. In truth and in fact, in numerous instances in which Defendants have made the representations set forth above, many problems that Defendants have identified do not affect the performance or security of consumers' computers.

54. Defendants' representations as set forth above are false and misleading and likely to mislead consumers acting reasonably, and/or consumers within the State of Florida were actually misled by Defendants' misrepresentations in violation of Section 501.204 of FDUTPA.

55. As described above, Defendants have engaged in deceptive and unfair acts and practices likely to deceive a consumer acting reasonably in violation of the provisions of Chapter 501, Part II of the Florida Statutes.

56. As a result of Defendants' unfair and deceptive trade practices, Defendants have caused damage to consumers in the State of Florida.

57. In addition, Defendants have been unjustly enriched as a result of their deceptive acts or practices.

58. At all material times hereto, Cozzolino, Rinker, and Foss actively participated in, managed, controlled, and had the authority to control Fast Fix's unfair and deceptive acts and practices as set forth herein.

59. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of Defendants will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

60. Florida Statutes Sections 501.207, 501.2075, and 501.2077 authorize this Court to grant such relief as this Court finds necessary to redress injury to consumers resulting from Defendants' violation of FDUTPA, including injunctive relief, the refund of monies paid, the disgorgement of ill-gotten monies, and civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Office of the Attorney General, pursuant to Florida's Deceptive and Unfair Trade Practices Act, Florida Statutes Section

501.201 *et seq.*, requests that this Honorable Court enter Judgment against Defendants, jointly and severally, to:

A. AWARD such preliminary injunctive relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to, temporary and preliminary injunctions, and an order providing for immediate access, the turnover of business records, an asset freeze, and the disruption of domain and telephone services;

B. Permanently ENJOIN Defendants and their officers, affiliates, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction from marketing, soliciting, advertising, selling, providing, promoting, rendering, engaging in or accepting payment for any tech support services in the State of Florida and to prevent any other future violations of FDUTPA by Defendants;

C. AWARD such relief as the Court finds necessary to redress injury to consumers resulting from Defendants violations of the FDUTPA, including but not limited to, restitution to all consumers who are shown to have been injured, pursuant to Section 501.207, Florida Statutes; and, such equitable or other relief as is just and appropriate pursuant to Section 501.207, Florida Statutes, including but not limited

to, disgorgement of ill-gotten gains and repatriation of assets necessary to satisfy any judgment.

D. ASSESS civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Florida Statutes, or Fifteen Thousand Dollars (\$15,000.00) for victimized senior citizens as prescribed by Section 501.2077, Florida Statutes for each act or practice found to be in violation of Chapter 501, Part II, of the Florida Statutes.

E. Award attorney's fees and costs pursuant to Section 501.2075, Florida Statutes or as otherwise authorized by law.

F. Grant such other relief as this Court deems just and proper.

Dated this 17th day of February, 2017

Respectfully Submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

/s/Michelle Pardoll

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