

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN  
AND FOR BROWARD COUNTY, FLORIDA

Case No.: 062017CA007471

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

Plaintiff,

vs.

ELESHA AFLALO, *an individual*;  
LEARN MORE MEDIA INC, *a Florida Profit  
Corporation*;

Defendants.

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## **COMPLAINT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Attorney General” or “Plaintiff”), brings this action under the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Section 501.201, Florida Statutes, *et seq.*, against Elesha Aflalo, an individual; and Learn More Media Inc, a Florida profit corporation (collectively referred to as “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:

## **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, provided goods or services within the definition of Section 501.203(8), Florida Statutes; solicited consumers within the definition of Section 501.203(7), Florida Statutes; and were engaged in trade or commerce as defined by Section 501.203(8), Florida Statutes.

3. Venue is proper in the Seventeenth Judicial Circuit as the statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida, while the principal place of business of Defendants is in Broward County, Florida.

## **ALLEGATIONS**

### **Plaintiff**

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

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

**Defendant Aflalo**

6. Defendant Elesha Aflalo (“Aflalo”) is an owner, officer, director, member, and/or manager of multiple corporate entities registered with the Florida Department of State, Division of Corporations (“Division of Corporations”) that currently maintain and/or have previously maintained a principal place of business at 4001 NW 76 Avenue, Coral Springs, Florida 33065. These entities include Aleo Flash Media Inc., 6 Speed Media Inc, Learn More Media Inc, American Awards Organization LLC, BSB LLC, Lip Street Media LLC, and The Call Front Inc.

7. Defendant Aflalo was also the Registered Agent and Manager of EKM2 Software LLC, which maintained a principal place of business at 333 Las Olas Way CU4, Fort Lauderdale, Florida 33301.

8. Defendant Aflalo is a self-identified marketing, advertising and media consultant.

9. At all times material to this Complaint, acting alone or in concert with others, Aflalo has engaged in the procurement and sale of consumer leads for call centers located in South Florida, and has participated in the marketing, advertising,

promotion, distribution and/or sale of products and services related to computer technical support, student loans, and healthcare to consumers across the country.

10. Defendant Aflalo resides at 2161 NE 68<sup>th</sup> Street, Unit 305, Fort Lauderdale, FL 33308, is not in the military, and is otherwise *sui juris*.

**Defendant Learn More Media**

11. Learn More Media Inc (“Learn More Media”) is an inactive Florida profit corporation organized under the laws of Florida on or about March 28, 2014, and at all times material to this Complaint, maintained a principal place of business at 4001 NW 76 Avenue, Coral Springs, FL 33065.

12. Learn More Media provided clients with media and marketing services, which per the company’s website, included “Pay Per Call” and “Call Center 24/7 Answering Services.”

13. Defendant Aflalo, at all material times hereto, owned, managed and controlled the day-to-day operations of Learn More Media.

14. Defendant Aflalo, at all times material hereto, actively participated directly or indirectly through affiliates, agents, owners, servants, employees, or other representatives, in Learn More Media’s unfair and deceptive acts and practices as set forth herein, and has managed, controlled, and/or had the authority to control Learn More Media’s operations and activities described in the instant Complaint.

15. Specifically, Aflalo was the listed Registered Agent and President for Learn More Media with the Division of Corporations, and was the listed payer on at least one of the Division of Corporations' filing fees for Learn More Media.

16. Aflalo has also identified herself in e-mails, corporate documents, on websites, and on social media accounts as the "President" of Learn More Media.

17. Aflalo has actively directed the day-to-day activities of Learn More Media, including, but not limited to, frequent and ongoing communication with Learn More Media's clients, the distribution, execution and collection of corporate contracts and documents, and the collection of payment for services rendered by Learn More Media.

### **Definitions**

18. For clarity, the following terms used in this Complaint are defined as follows:

- a. "Pop-Up" – A window that appears on a consumer's computer screen, while the consumer is browsing on the internet, containing content. Examples of Pop-Ups, and the content that such Pop-Ups contain, are illustrated in Images 2-6 of this Complaint.
- b. "Lead Generation" – The process by which inbound consumer telephone calls are generated via online marketing tools.

- c. “Pop Traffic” – Lead Generation through the online dissemination of Pop-Ups.
- d. “Pop Calls” – Consumer calls that are generated via a Pop-Up.
- e. “Inbound Call Center” – Call center, where sales agents answer inbound consumer calls in response to a Pop-Up.
- f. “Advertising Broker” – Person or entity that offers Lead Generation Services to Inbound Call Centers.
- g. “Publisher” – A person or entity that creates and disseminates Pop-Ups.
- h. “Network” – A person or entity that connects Advertising Brokers and Publishers to generate inbound consumer calls for Inbound Call Centers.
- i. “Pay-per-call Performance Marketplace” – online exchange used by Networks to connect Advertising Brokers and Publishers to generate inbound consumer calls.
- j. “Pay-per-call Marketing” – type of performance marketing where an Advertising Broker charges Inbound Call Centers a fixed sum per inbound consumer call in response to a Pop-Up.

**DEFENDANTS' UNFAIR, DECEPTIVE,  
AND UNCONSCIONABLE BUSINESS PRACTICES**

**Overview**

19. Since at least 2009, Defendant Aflalo has been employed in the field of marketing and advertising.

20. From at least March 2014 through June 2016, under the name Learn More Media, Defendants operated a scheme that exploited consumers' fears about computer viruses and other security threats used to generate telephone calls that Defendants sold to various telemarketing call centers in South Florida.

21. Specially, Defendants oversaw the creation, dissemination, and success rates of various marketing "campaigns." These campaigns involved the use of pop-ups disguised as legitimate computer messages that warned users that their computers were infected or otherwise compromised, and in need of immediate servicing.

22. These pop-ups advised consumers to call the listed telephone number to reach a qualified technical support expert. When consumers called the number, they were placed into a queue managed and controlled by Defendants. Defendants then routed these calls to various telemarketing call centers, where Defendants knew the consumers would be connected with a sales agent that would walk the

consumer through a scripted sales pitch disguised as a computer “diagnostic,” all to sell the consumer costly computer services and software.

23. Defendants carefully monitored the deployment and success rates of these pop-ups, including the number of “leads” generated by each of the various campaigns. Defendants also monitored and controlled the volume and nature of the calls being routed to the various call centers.

24. Using these pop-ups, Defendants could reach consumers across the country, generating hundreds of calls a day that Defendants sold to telemarketing boiler rooms for as much as \$24.00 each, earning Defendants thousands of dollars a week in revenue.

### **Deceptive Pop-Up Advertisements**

25. Working with entities known as “Publishers,” Defendants knowingly caused alarming pop-ups to be displayed on consumers’ computers. The sole purpose of these pop-ups was to generate leads for telemarketing centers selling technical support services.

26. Defendants’ pop-ups were designed to appear as if they originated from a consumer’s computer or Internet browser, and often included references to well-known third parties, such as Microsoft and/or a consumer’s Internet service provider. These pop-ups warned users that their computers might be infected with

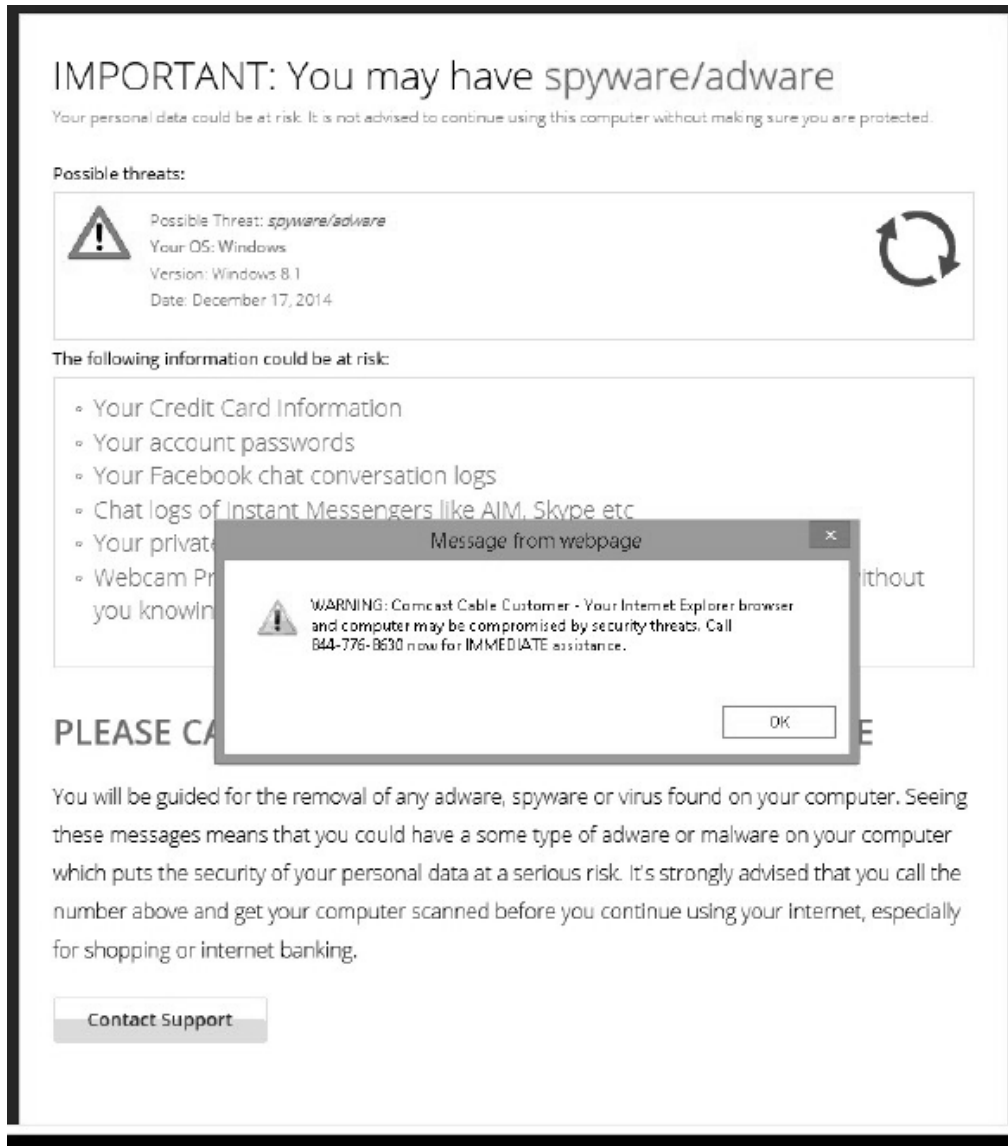


malware or have other security threats, and instructed them to immediately call the listed toll-free number for assistance.

27. One ad used by the Defendants warned users that, “Seeing these messages means that you could have some type of adware or malware on your computer which puts the security of your personal data at serious risk.” Another ad contained what appeared to be a Microsoft logo, and warned that six viruses have been found and urged the user to “contact emergency virus support now.” See *Image 1* and *Image 2* below.



[Image 1]



[Image 2]

28. Efforts to close or navigate away from these pop-ups often proved futile. For example, clicking on the “OK” box in a pop-up window, or the “close” button in the top right corner might 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, and would lead many to call the listed number.

### **Call Sale and Management**

29. When a consumer called the number on the pop-up, the call would be routed to a queue that was managed and controlled by Defendants. Using various software programs, Defendants could monitor, track, route, and record these calls.

30. Defendants would sell these calls to various telemarketing call centers for a set fee (“Pay Per Call”). Per these arrangements with the call centers, Defendants would be responsible for providing “all creative and substantive content materials (“Advertising Content”) required for marketing the Campaign, including but not limited to banners, language/text for promotional e-mail text, links, key words, and any other creative content as needed, including but not limited to the use of alternative text-based creative.” Defendants would also track “[c]onversions, sales, leads, and/or clicks (“User Actions”).”

31. Defendants would accept upfront payment from a call center with a promise to deliver a certain number of calls at specific dates and times. Calls were sold for as much as \$24.00 each, allowing Defendants to gross as much as \$119,000 a month from a single call center.

32. Once calls were being received and routed, Defendants would engage in frequent, often daily communication with the call center owners and managers

regarding the nature and volume of the calls being routed, and the number of calls resulting in sales (conversions).

33. Defendants received ongoing feedback from the call centers regarding the content of the calls. Screen captures and call recordings were often included in these communications. Call centers would even provide copies of their sales scripts to Defendants.

34. All these actions combined to assure that both the Defendants and the call center operators were aware of (1) how the pop-ups looked and behaved on consumers' computers, (2) the nature of the calls resulting from the pop-ups, (3) the type of sales pitch consumers were being subjected to, and (4) the total number of consumers that fell victim to the scam.

### **Current Operations**

35. While Learn More Media has been listed as inactive with the Division of Corporations since November 15, 2016, Defendant Aflalo remains a Registered Agent and either Manager and/or President for four active businesses, all using the same principal address as Learn More Media, including Lip Street Media LLC, and The Call Front Inc.

36. Lip Street Media LLC was organized under the laws of Florida in October 2016, and is listed as a provider of "publishing and media services."

37. The Call Front Inc was organized under the laws of Florida in December 2016, and claims to provide “Pay Per Call Lead Generation,” as well as “Call Center Training Seminars” and “Call Center Scripting.”

38. Defendants’ unfair and deceptive actions were likely to mislead consumers acting reasonably under the circumstances, and did in fact mislead consumers to their detriment.

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

39. The Attorney General adopts, incorporates, and re-alleges Paragraphs 1-38 as if fully set forth herein.

40. 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.”

41. As described above, while marketing for sale computer security and/or technical support services, Defendants represented, expressly or by implication, through a variety of means, including through internet communications, that they had identified problems on consumers’ computers that affected the performance or security of consumers’ computers.

42. Specifically, Defendants, acting alone or with others, created, disseminated, and made use of unsolicited pop-up advertisements that were

designed to appear as if they originated from the user's own computer or Internet browser; that were designed to be difficult to close or navigate away from; contained false claims regarding the detection of computer problems or security risks; and contained false or misleading statements regarding the advertisement's affiliation with well-known third-party entities, including Microsoft.

43. In truth and in fact, these pop-ups' sole purpose was to generate leads that Defendants sold to telemarketing centers.

44. 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 misled by Defendants' misrepresentations in violation of Section 501.204 of FDUTPA.

45. 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 Section 501.204 of FDUTPA.

46. Because of Defendants' unfair and deceptive trade practices, Defendants have caused damage to consumers in the State of Florida.

47. In addition, Defendants have been unjustly enriched because of their deceptive acts or practices.

48. At all material times, hereto, Aflalo actively participated in, managed, controlled, and had the authority to control Learn More Media's unfair and

deceptive acts and practices as set forth herein. Alflalo is thus individually liable for the acts and practices of Defendant Learn More Media.

49. 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.

50. Sections 501.207, 501.2075, and 501.2077, Florida Statutes, authorize this Court to grant such relief as this Court finds necessary to redress injury to consumers resulting from Defendants' violations 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, Section 501.201 *et seq.*, Florida Statutes, requests that this Honorable Court enter Judgment against Defendants, jointly and severally, to:

A. Order preliminary injunctive relief as to the Defendants in this Complaint, 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. Enter a permanent injunction to prevent future violations of the FDUTPA by Defendants;

C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants violations of FDUTPA, including but not limited to, restitution to all consumers who are shown to have been injured, pursuant to Section 501.207(3), Florida Statutes; and, such equitable or other relief as is just and appropriate pursuant to Section 501.207(3), 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 501.2105, Florida Statutes or as otherwise authorized by law and;

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



Dated this 3<sup>rd</sup> day of May, 2017

Respectfully Submitted,

**PAMELA JO BONDI  
ATTORNEY GENERAL**

/s/Ronnie Adili

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