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CENTRAL DISTRICT OF CALIFORNIA
BY: AK DEPUTY

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CLERK, U.S. DISTRICT COURT
1/29/2018
CENTRAL DISTRICT OF CALIFORNIA
BY: [Signature] DEPUTY

12 Attorneys for Plaintiff
13 Federal Trade Commission

14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

16 **Federal Trade Commission,**

Filed Under Seal

17 Plaintiff,

No. 2:18-CV- 729-JAK-MRWx

18 vs.

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF

19 **Digital Altitude LLC**, a Delaware
20 limited liability company,
21 **Digital Altitude Limited**, a United
22 Kingdom company,
23 **Aspire Processing LLC**, a Nevada
24 limited liability company,
25 **Aspire Processing Limited**, a United
26 Kingdom company,
27 **Aspire Ventures Ltd**, a United
28 Kingdom company,
Disc Enterprises Inc., a Nevada
corporation,
RISE Systems & Enterprise LLC, a
Utah limited liability company,

1 **RISE Systems & Enterprise LLC**, a
2 Nevada limited liability company,
3 **Soar International Limited Liability**
4 **Company**, a Utah limited liability
5 company,
6 **The Upside, LLC**, a California limited
7 liability company,
8 **Thermography for Life, LLC**, also
9 **d/b/a Living Exceptionally, Inc.**, a
10 Texas limited liability company,
11 **Michael Force**, individually and as an
12 officer, member, and/or manager of
13 Digital Altitude LLC and Soar
14 International Limited Liability
15 Company,
16 **Mary Dee**, individually and as an
17 officer, member, and/or manager of
18 Digital Altitude LLC, Digital Altitude
19 Limited, Aspire Processing LLC, RISE
20 Systems & Enterprise LLC, The Upside,
21 LLC, and Thermography for Life, LLC,
22 **Morgan Johnson**, individually and as
23 an officer, member, and/or manager of
24 Digital Altitude LLC and RISE Systems
& Enterprise LLC,
25 **Alan Moore**, individually and as an
26 officer, member, and/or manager of
27 Digital Altitude LLC and Aspire
28 Processing Limited,
Sean Brown, individually and as an
officer, member, and/or manager of
Aspire Processing LLC, Disc
Enterprises Inc. and RISE Systems &
Enterprise LLC,

Defendants.

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

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution,

1 the refund of monies paid, disgorgement of ill-gotten monies, and other equitable
2 relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act,
3 15 U.S.C. § 45(a).

4 **JURISDICTION AND VENUE**

5 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
6 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

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

9 **SUMMARY OF THE CASE**

10 4. Defendants operate a fraudulent scheme that preys on consumers
11 hoping to earn money while working from home. Defendants falsely tell
12 consumers that through their "system" or "program," consumers will earn large
13 sums of money operating their own business online. Defendants represent to
14 consumers that Defendants' program will enable consumers to "start and grow a
15 profitable online business" and "make six figures online in the next ninety days or
16 less." Defendants extract steep fees for membership, but the vast majority of
17 consumers who pay Defendants never earn substantial income, much less the
18 claimed "six figures."

19 5. Defendants' program consists of a series of tiered membership levels,
20 each with a membership fee higher than the last. Defendants pay a consumer only
21 when the consumer recruits new consumers to join the program, through
22 commissions on the new consumers' membership fees. Although Defendants'
23 program ostensibly provides business coaching that will help members build a
24 successful business, the goal of that "coaching" is to persuade the member to
25 purchase a higher membership tier.

26 6. Defendants have charged individual consumers substantial amounts of
27 money, ranging from several hundred dollars to more than \$50,000, with total
28 consumer injury exceeding \$14,000,000.

1 7. Defendants’ deceptive sales pitches violate the FTC Act.

2 **PLAINTIFF**

3 8. The FTC is an independent agency of the United States Government
4 created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC
5 Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or
6 affecting commerce.

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

12 **DEFENDANTS**

13 ***Corporate Defendants***

14 10. Defendant **Digital Altitude LLC** (“Digital Altitude”) is a Delaware
15 limited liability company with a registered agent address of 16192 Coastal
16 Highway, Lewes, DE 19958 and has maintained a principal place of business of
17 520 Broadway, Santa Monica, CA 90401. The founder and CEO of Digital Altitude
18 is Michael Force and its officers include Mary Dee, Morgan Johnson, and Alan
19 Moore. Digital Altitude transacts or has transacted business in this district and
20 throughout the United States.

21 11. Defendant **Digital Altitude Limited** (“Digital Altitude UK”) is a
22 United Kingdom company that uses a mail forwarding company’s address of Third
23 Floor, 207 Regent Street, London, United Kingdom, W1B 3HH as its registered
24 business address. Digital Altitude UK transacts or has transacted business in this
25 district and throughout the United States. Michael Force owns Digital Altitude UK,
26 and Mary Dee is its manager. Digital Altitude UK is listed in the “Terms of
27 Service” on Digital Altitude’s website, and elsewhere on the website, as Digital
28 Altitude’s “UK Address.” Defendants have also used Digital Altitude UK to open

1 a merchant account that processed consumers' credit card payments to Digital
2 Altitude. Digital Altitude UK has shared an address with Aspire Processing
3 Limited. Digital Altitude UK has controlled a website, www.aspireonline.co, that
4 advertises Digital Altitude memberships and appears nearly identical to certain
5 pages of Digital Altitude's website, and to a website controlled by Aspire
6 Processing LLC. When consumers on the www.aspireonline.co website click to
7 make a purchase, the website takes them to a Digital Altitude website to enter their
8 payment information. Ownership of www.aspireonline.co has passed from Digital
9 Altitude UK to Aspire Processing Limited and then to Aspire Ventures Ltd,
10 although the website has continued to advertise the same Digital Altitude
11 memberships in the same manner.

12 12. Defendant **Aspire Processing LLC** ("Aspire Processing") is a
13 Nevada limited liability company with a registered agent address of 701 South
14 Carson Street, Suite 200, Carson City, NV 89701. Aspire Processing transacts or
15 has transacted business in this district and throughout the United States. Mary Dee
16 is a manager of Aspire Processing, and Sean Brown is an officer. Defendants have
17 used Aspire Processing to open merchant accounts that process consumers' credit
18 card payments to Digital Altitude. Aspire Processing has used Digital Altitude's
19 registered agent's Lewes, DE address, a Fort Worth, TX residential address used by
20 Thermography for Life, LLC, and the address of a Walnut, California mail
21 forwarding company with which Digital Altitude has an account. Aspire Processing
22 has used Digital Altitude's federal tax ID number to open bank accounts. Aspire
23 Processing has shared telephone numbers and an email address with Aspire
24 Processing Limited and Aspire Ventures Ltd. In an application to a payment
25 processor, Aspire Processing has stated that its website is www.aspireonline.co,
26 which, as described in Paragraph 11, advertises Digital Altitude memberships and
27 takes purchasers to Digital Altitude's website for payment, and has been controlled
28 at various times by Digital Altitude UK, Aspire Processing Limited and Aspire

1 Ventures Ltd. Aspire Processing has controlled a website, www.aspirereach.com,
2 that advertises Digital Altitude memberships and appears nearly identical to certain
3 pages of Digital Altitude’s website, and to www.aspireonline.co. When consumers
4 on the www.aspirereach.com website click on certain links to make a purchase, the
5 website takes them to a Digital Altitude website to enter their payment information.
6 On the www.aspirereach.com website, Aspire Processing lists its address as “16192
7 Coastal Hwy London N15 5NU,” using the street address of Digital Altitude’s
8 registered agent and the city and postal code of Aspire Processing Limited and
9 Aspire Ventures Ltd.

10 13. Defendant **Aspire Processing Limited** (“Aspire Processing UK”) is a
11 United Kingdom company with a registered business address of [REDACTED]
12 [REDACTED], London [REDACTED], United Kingdom, which appears to be a residence.
13 Aspire Processing UK transacts or has transacted business in this district and
14 throughout the United States. Aspire Processing UK is owned by Mary Dee, and
15 Alan Moore is an officer. Aspire Processing UK has shared an address with Digital
16 Altitude UK. Aspire Processing UK has shared telephone numbers and an email
17 address with Aspire Processing and Aspire Ventures Ltd. Aspire Processing UK has
18 registered a website, www.aspireonline.co, that, as described in Paragraph 11,
19 advertises Digital Altitude memberships and takes purchasers to Digital Altitude’s
20 website for payment.

21 14. Defendant **Aspire Ventures Ltd** (“Aspire Ventures”) is a United
22 Kingdom company with the same registered business address as Aspire Processing
23 UK: [REDACTED], London [REDACTED], United Kingdom. Aspire Ventures
24 transacts or has transacted business in this district and throughout the United
25 States. Aspire Ventures has shared telephone numbers and an email address with
26 Aspire Processing and Aspire Processing UK. Aspire Venture’s website,
27 www.aspireonline.co, as described in Paragraph 11, advertises Digital Altitude
28 memberships and takes purchasers to Digital Altitude’s website for payment. A

1 website owned and controlled by Aspire Processing repeatedly lists Aspire
2 Ventures as the owner or controller of the website in its “Terms of Service.”

3 15. Defendant **Disc Enterprises Inc.** (“Disc”) is a Nevada corporation
4 with a registered agent address of [REDACTED], Las Vegas, NV [REDACTED].
5 Disc transacts or has transacted business in this district and throughout the United
6 States. Disc’s officers include Sean Brown and Digital Altitude’s Vice President for
7 Business Development (who is not named as a defendant), and the signatories on
8 its bank account include Mary Dee and Morgan Johnson. Defendants have used
9 Disc to open merchant accounts that process consumers’ credit card payments to
10 Digital Altitude. Disc has commingled funds with Digital Altitude and
11 Thermography for Life, LLC. Disc has used Digital Altitude’s registered agent’s
12 Lewes, DE address, shared an address with Thermography for Life, LLC, and
13 shared a business phone number with Aspire Processing.

14 16. Defendant **RISE Systems & Enterprise LLC** (“RISE Utah”) is a
15 Utah limited liability company with a registered business address of 1501 North
16 Technology Way Building B, Orem, UT 84121. RISE Utah transacts or has
17 transacted business in this district and throughout the United States. RISE Utah’s
18 manager is Sean Brown and the signatories on its bank accounts include Mary Dee
19 and Morgan Johnson. Defendants have used RISE Utah to open merchant accounts
20 that process consumers’ credit card payments to Digital Altitude. RISE Utah has
21 commingled funds and shared an address and phone numbers with Digital Altitude,
22 and used the Lewes, DE address of Digital Altitude’s registered agent.

23 17. Defendant **RISE Systems & Enterprise LLC** (“RISE Nevada”) is a
24 Nevada limited liability company with a registered agent address of 701 South
25 Carson Street, Suite 200, Carson City, NV 89701. RISE Nevada transacts or has
26 transacted business in this district and throughout the United States. Mary Dee and
27 Morgan Johnson are managers of RISE Nevada. Defendants have used RISE
28 Nevada to open merchant accounts that process consumers’ credit card payments to

1 Digital Altitude. RISE Nevada has shared an address at a mail forwarding service
2 with Digital Altitude, shared a phone number with Digital Altitude, and has used
3 Digital Altitude's registered agent's Lewes, DE address.

4 18. Defendant **Soar International Limited Liability Company** ("Soar")
5 is a Utah limited liability company with a registered business address of 1426 East
6 750 North, 1st Floor, Orem, UT 84097. Soar transacts or has transacted business in
7 this district and throughout the United States. Soar's managers are Michael Force
8 and Digital Altitude's Vice President for Business Development (who is not named
9 as a defendant), and signatories on its bank accounts include Mary Dee and Sean
10 Brown. Digital Altitude has used Soar's address in at least one account with a
11 payment processor.

12 19. Defendant **The Upside, LLC** ("Upside") is a California limited
13 liability company with a registered business address of 340 South Lemon Avenue,
14 Walnut, CA 91789—which is the address of a mail forwarding company with
15 which Digital Altitude has an account. Upside transacts or has transacted business
16 in this district and throughout the United States. Mary Dee is a manager of Upside.
17 Defendants have used Upside to open a merchant account to process consumers'
18 credit card payments to Digital Altitude. Defendants also directed their salespeople
19 to use Upside's website, which was controlled by Alan Moore, to process
20 consumers' payments to Digital Altitude.

21 20. Defendant **Thermography for Life, LLC, also d/b/a Living**
22 **Exceptionally, Inc.** ("Thermography") is a Texas limited liability company with a
23 registered business address of 6340 Lake Worth Boulevard, #103, Fort Worth, TX
24 76135. Thermography transacts or has transacted business in this district and
25 throughout the United States. Mary Dee is a principal of Thermography. Although
26 Thermography may have previously been involved in other ventures, since 2016,
27 Thermography's activities have been primarily or solely related to the Digital
28 Altitude scheme. Thermography has sent payments to Digital Altitude's employees

1 and affiliates and received payments from payment processors for Digital
2 Altitude's benefit. Thermography has commingled funds with Digital Altitude and
3 Disc. Thermography's registered business address is a PO Box with a mail
4 forwarding service that Thermography shares with Digital Altitude. Thermography
5 has used a Fort Worth, TX residential address also used by Disc and Aspire
6 Processing.

7 *Individual Defendants*

8 21. Defendant **Michael Force** ("Force") is a California resident. He is the
9 CEO and founder of Digital Altitude, the sole shareholder of Digital Altitude UK,
10 and a member and manager of Soar. At all times material to this Complaint, acting
11 alone or in concert with others, he has formulated, directed, controlled, had the
12 authority to control, or participated in the acts and practices set forth in this
13 Complaint. Force resides in this district and, in connection with the matters alleged
14 herein, transacts or has transacted business in this district and throughout the
15 United States.

16 22. Defendant **Mary Dee** ("Dee") is a Texas resident. She is a member
17 and manager of Aspire Processing, RISE Nevada, and Upside, a manager of
18 Thermography, the sole director of Digital Altitude UK, the sole shareholder of
19 Aspire Processing UK, and an officer of Digital Altitude. During all or part of the
20 times material to this Complaint, acting alone or in concert with others, she has
21 formulated, directed, controlled, had the authority to control, or participated in the
22 acts and practices set forth in this Complaint. In connection with the matters
23 alleged herein, Dee transacts or has transacted business in this district and
24 throughout the United States.

25 23. Defendant **Morgan Johnson** ("Johnson") is a Texas resident. She is a
26 member and manager of RISE Nevada, and an officer of Digital Altitude. During
27 all or part of the times material to this Complaint, acting alone or in concert with
28 others, she has formulated, directed, controlled, had the authority to control, or

1 participated in the acts and practices set forth in this Complaint. In connection with
2 the matters alleged herein, Johnson transacts or has transacted business in this
3 district and throughout the United States.

4 24. Defendant **Alan Moore** (“Moore”) is a Massachusetts resident. He is
5 the Chief Technology Officer of Digital Altitude and secretary of Aspire Processing
6 UK. During all or part of the times material to this Complaint, acting alone or in
7 concert with others, he has formulated, directed, controlled, had the authority to
8 control, or participated in the acts and practices set forth in this Complaint. In
9 connection with the matters alleged herein, Moore transacts or has transacted
10 business in this district and throughout the United States.

11 25. Defendant **Sean Brown** (“Brown”) is a Utah resident. He is the sole
12 principal of RISE Utah, an officer of Aspire Processing, and claims to be a member
13 of the board of directors of Digital Altitude. During all or part of the times material
14 to this Complaint, acting alone or in concert with others, he has formulated,
15 directed, controlled, had the authority to control, or participated in the acts and
16 practices set forth in this Complaint. In connection with the matters alleged herein,
17 Brown transacts or has transacted business in this district and throughout the
18 United States.

19 COMMON ENTERPRISE

20 26. Defendants Digital Altitude, Digital Altitude UK, Aspire Processing,
21 Aspire Processing UK, Aspire Ventures, Disc, RISE Utah, RISE Nevada, Soar,
22 Upside, and Thermography (collectively “Corporate Defendants”) have operated as
23 a common enterprise while engaging in the deceptive acts and practices alleged in
24 the Complaint. The Corporate Defendants have conducted the business practices
25 described herein through an interrelated network of companies that have a common
26 business purpose, business functions, and employees; have commingled funds; and
27 are all controlled by Force, the other Individual Defendants, and others acting at
28 their behest. Because all of the Corporate Defendants have operated as a common

1 enterprise, each of them is jointly and severally liable for the acts and practices
2 alleged below. Individual Defendants Force, Dee, Johnson, Moore, and Brown
3 have formulated, directed, controlled, had the authority to control, or participated
4 in the acts and practices of the Corporate Defendants that constitute the common
5 enterprise.

6 **ALTER EGO**

7 27. As stated in Paragraphs 10-14, 21-22, and 24, there is such a unity of
8 interest between Digital Altitude UK, Aspire Processing UK, and Aspire Ventures
9 (the “UK Entities”), and Digital Altitude, Aspire Processing, Michael Force, Mary
10 Dee, and Alan Moore that the UK Entities are alter egos of Digital Altitude, Aspire
11 Processing, Michael Force, Mary Dee, and Alan Moore, individually and/or
12 collectively. The UK Entities are all dominated and controlled by Michael Force,
13 directly or through the other Individual Defendants and others involved with the
14 scheme, and were created to facilitate the Digital Altitude scheme.

15 28. Failure to disregard the UK Entities’ corporate forms would sanction a
16 fraud and injustice by shielding and safeguarding the UK Entities from liability for
17 their role in a deceptive scheme that has caused at least \$14 million in consumer
18 injury, and unjustly enriching them by permitting them to keep moneys obtained
19 from consumers through fraud and their participation in the fraudulent Digital
20 Altitude scheme.

21 29. This Court has personal jurisdiction over the UK Entities because the
22 UK Entities are alter egos of Digital Altitude, Aspire Processing, Michael Force,
23 Mary Dee, and Alan Moore, individually and/or collectively.

24 **COMMERCE**

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

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DEFENDANTS’ BUSINESS PRACTICES

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2 31. Since at least 2015, Defendants have marketed and sold purported
3 money-making opportunities to consumers throughout the United States and
4 abroad. Defendants advertise their purported money-making program extensively
5 through online webpages and social media platforms, including Facebook and
6 Instagram. Once consumers join, Defendants encourage them to add to the
7 marketing effort by placing their own advertisements online, on social media
8 platforms, and otherwise. Defendants make their own advertising copy, branded
9 images, and other marketing materials available to consumers for this purpose, and
10 direct consumers to use these materials in the consumers’ marketing efforts. A
11 substantial number of consumers have created marketing websites of their own,
12 posted YouTube videos, and/or placed advertisements and marketing posts of their
13 own on social media, all touting Defendants’ program.

14 32. The main focus of Defendants’ advertisements—whether placed on a
15 website, social media platform, or elsewhere, and whether placed by Defendants
16 directly or by consumers using Defendants’ marketing materials—is a
17 representation that consumers will quickly make substantial earnings with
18 Defendants’ program. For example, the advertisements frequently claim that, with
19 Defendants’ program, consumers will “make six figures online in the next ninety
20 days or less.”

21 33. Defendants’ program consists of a series of tiered membership levels,
22 each with a membership fee higher than the last. The underlying membership
23 program, called Aspire, requires payment of a recurring monthly fee. Until August
24 2017, monthly membership fees for Aspire were \$37, \$67, or \$127. Starting in
25 August 2017, the Aspire fees changed to \$47 or \$97 a month. Defendants also use
26 Aspire to refer to their program as a whole (“the Aspire program” or “the Aspire
27 system”).
28

1 34. In conjunction with the Aspire membership, consumers are induced to
2 purchase Digital Altitude’s levels, or tiers: Base, Rise, Ascend, Peak, and Apex.
3 These tiered levels’ membership fees are each a one-time payment. However,
4 consumers must continue to pay a monthly Aspire fee to remain an active member
5 of Defendants’ program, even after they buy in to these higher membership tiers.
6 The prices for the higher tiers increase dramatically, starting at \$597 for Base and
7 rising to \$26,997 for Apex. Starting in August 2017, the price for Apex increased to
8 \$29,997.

9 35. Typically, advertisements direct consumers to a webpage controlled
10 by Digital Altitude, which contains a large advertisement stating that the Aspire
11 system offers “6 steps to 6-figures online in 90-days or less.” The site asks the
12 consumer to provide an email address, offering “Instant Access to Step 1” of the
13 system. The webpage typically includes a number of testimonial videos from
14 individuals who claim to have made money with Defendants’ program.

15 36. For example, Defendants’ website www.aspir.info contains the
16 following advertisement:
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The advertisement banner features a red header with the word "ASPIRE" in white. Below the header, the text reads "An Online Business Expert, Speaker, & Trainer Reveals The..." followed by the main headline "6 STEPS to 6-FIGURES" in large white and red font. Underneath, it says "Online In 90-Days Or Less With Our System...". The central image shows a desktop monitor, a laptop, and a box labeled "ASPIRE" with "NEW" banners. To the right is a white email input field with the placeholder "Enter Your Email Here..." and a green button labeled "GET INSTANT ACCESS TO STEP 1". At the bottom, a blue bar contains a progress indicator for six steps: "STEP 1" (checked), "STEP 2" (locked), "STEP 3" (locked), "STEP 4" (locked), "STEP 5" (locked), and "STEP 6" (locked).

37. Once a consumer provides an email address, the webpage typically takes the consumer to a video message from Defendant Force, in which he states that the consumer is about to learn how to “make six figures online in the next ninety days or less.” Force explains that the consumer will earn this money because he, Force, will “give” the consumer Force’s own “million dollar business.” Force introduces the “Aspire business system,” a “powerful, done-for-you, digital business system” containing “all the tools you need to start making money online.”

38. The consumer then begins to receive emails from Michael Force, which also state the consumer will make significant income if he or she joins Digital Altitude. For example, one email from Michael Force that was sent to consumers who had recently joined Aspire makes the following claims: “The ASPIRE program has been tested and proven by tens-of-thousands of people. The 18 steps WORK. You just have to follow them. Step 1 lays the foundation for you to build a 6-Figure digital business in 90 days... even if you’re starting from scratch.”

1 digital marketers, *for* digital marketers.” In one promotional video on one of
 2 Defendants’ websites, Defendant Force says, among other things, “You are about to
 3 receive a very special guide that reveals how you can make six figures online in the
 4 next ninety days or less,” “If you follow the process, results are guaranteed,” and “I
 5 promise you we won’t stop until you’ve earned your first six figures.”

6 45. In truth and in fact, most consumers who join Defendants’ program
 7 never make six figures, or any substantial amount of money. Defendants’ “system”
 8 consists of little more than high-pressure sales tactics to get consumers to pay
 9 hundreds or thousands of dollars to Defendants. Most consumers make little or
 10 nothing, and do not even recoup their investment.

11 46. Defendants themselves admit, on an un-advertised and hard-to-find
 12 website (Defendants include a nondescript link to this website, in small font, at the
 13 bottom of one webpage they operate), that the majority of consumers who actively
 14 participate in Digital Altitude’s program earn less than \$100 per month, and that
 15 less than one percent earn six figures in a 90-day period:

16 The table below shows the monthly high, low and average income earned by active affiliates that earned commissions during the month
 17 from Jan 1st, 2017 to Nov 30th, 2017.

Monthly Income Level	Active Affiliates	Monthly High Income	Monthly Low Income	Monthly Avg. Income	Annualized Avg. Income
\$50,000 - \$179,535.73	< 1% (< 1% \$50,000+)	\$179,535.73	\$50,029.51	\$82,132.96	\$985,595.57
\$25,000 - \$49,999	< 1% (1.3% \$25,000+)	\$49,915.19	\$25,089.48	\$33,254.82	\$399,057.84
\$10,000 - \$24,999	2% (3.3% \$10,000+)	\$24,993.01	\$10,050.99	\$15,932.24	\$191,186.84
\$5,000 - \$9,999	2.3% (5.6% \$5,000+)	\$9,986.32	\$5,006.09	\$7,091.56	\$85,098.77
\$2,500 - \$4,999	3.1% (8.7% \$2,500+)	\$4,989.42	\$2,500.00	\$3,453.38	\$41,440.55
\$1,000 - \$2,499	5% (13.7% \$1,000+)	\$2,499.25	\$1,000.00	\$1,547.61	\$18,571.27
\$500 - \$999	8.4% (22.1% \$500+)	\$999.69	\$500.00	\$657.85	\$7,894.22
\$250 - \$499	6.3% (28.3% \$250+)	\$499.97	\$250.80	\$364.53	\$4,374.35
\$100 - \$249	8.5% (36.8% \$100+)	\$249.93	\$100.28	\$164.85	\$1,978.21
Less than \$100	60.1%	\$99.94	\$0.00	\$24.89	\$298.64

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26 Because the figures include only “active affiliates” (consumers who are paying an
 27 additional \$17 per month to Digital Altitude in order to be “eligible” to earn
 28 commissions), they entirely omit many consumer victims, such as those who

1 realized they would not make money with Defendants’ program and quit without
2 becoming “active affiliates.”

3 *Defendants’ Deceptive Sales Pitch*

4 47. Once consumers join Defendants’ program, often through a free or
5 one dollar trial, Defendants assign consumers a “coach”—i.e., a Digital Altitude
6 salesperson. These salespeople typically communicate with consumers via
7 webchats and online calls or video conferences. The salespeople instruct
8 consumers to watch the nineteen online Aspire videos.

9 48. The Aspire videos, narrated by Michael Force, form both the bulk of
10 the Aspire program and the heart of Digital Altitude’s sales pitch to consumers. In
11 the videos, Michael Force makes additional claims about the large sums of money
12 consumers can make with Defendants’ program. For example, in the Aspire Step 1
13 video, entitled “How to Create a 6-Figure Online Business in 90-Days or Less,”
14 Force claims, “I’m going to show you how to build a six-figure digital business in
15 ninety days from scratch, just the way I did.” In the Aspire Step 6 video, Force
16 claims the consumer can “reach your goals,” including “if you want to promote
17 Digital Altitude and get to ten, twelve, twenty, thirty, forty, fifty thousand dollars or
18 more a month. It’s all possible. I’ve done it all and I’ve seen literally hundreds of
19 people over the years do it.” The videos advocate buying higher membership
20 levels in Digital Altitude to enable higher commissions. Defendants’ salespeople
21 reiterate this message, telling consumers that they will make money with the
22 program, but that they need to buy a higher-tier membership in Digital Altitude to
23 do so.

24 49. Typically, Defendants’ salespeople ensure the consumer has watched
25 all of the videos up through Step 6 before giving the first such sales pitch—usually
26 for the Rise level, at a cost of approximately \$2,000.

27 50. As a consumer progresses through the Aspire videos and buys into
28 higher levels of Defendants’ program, Defendants continue to make

1 | misrepresentations about how much money consumers can earn with Digital
2 | Altitude. For example, the Aspire Step 9 video is called “How to Get 4500 in
3 | Commissions With No Extra Work,” and exhorts consumers to buy an Ascend
4 | membership, with claims that they can earn \$20,000 to \$30,000 a month. The
5 | Aspire Step 10 video is called “How to Get 7500 in Commissions With No Extra
6 | Work” and urges consumers to purchase the Peak membership, assuring consumers
7 | of thousands of dollars in commissions. And Aspire Step 14, entitled “The Power
8 | of Positioning: How to Live the Real 4-Hour Workweek” warns consumers: “You
9 | are leaving \$60,000 on the table by not being an ASCEND, PEAK and APEX
10 | [member]. . . . This is exactly how I have generated over \$100,000 a month
11 | minimum for the last 15 years.”

12 | 51. Defendants also tell consumers, for example, that Digital Altitude
13 | salespeople will “do all the work” for the consumer to generate sales, which will
14 | yield commissions—the consumer’s anticipated income. This is not the case.
15 | Instead, the consumer is responsible for advertising, generating internet traffic, and
16 | bringing new consumers to Digital Altitude. For many consumers, even doing all
17 | of this yields few if any sales, and little or no income.

18 | 52. Similarly, Defendants’ Aspire Step 6 video tells the consumers that the
19 | system “includes all the automation, all the sales funnels, the follow-up, the
20 | community, tools, and resources, the affiliate tracking platform, everything is all
21 | built into it for you to ensure your success.” Consumers soon learn, however, that
22 | their Digital Altitude membership does not provide “everything” necessary to their
23 | success. Defendants’ salespeople tell consumers to go to other websites, and pay
24 | more money to buy internet traffic (“clicks”) or email advertising services, to
25 | generate sales. As consumers progress deeper into the program, Defendants’
26 | salespeople tell them that the substantial income that Defendants claimed they
27 | would earn will not actually be forthcoming unless consumers spend significant
28 |

1 additional money—in some cases thousands of dollars each month—on such traffic
2 or marketing services.

3 53. Defendants also represent that Digital Altitude’s program will provide
4 consumers with significant “passive income.” Michael Force and others attest in
5 videos to money pouring into mailboxes or bank accounts while the lucky Digital
6 Altitude member is scuba diving, hiking, lounging by a pool, or engaged in other
7 activities, none of them involving any work. The Aspire Step 6 video says that the
8 Aspire system works for the consumer “on autopilot 24 hours a day, seven days a
9 week, all around the world.” Most consumers who buy into the program, however,
10 whether at the Rise or the higher Ascend, Peak or Apex levels, discover that no
11 such income stream is forthcoming.

12 54. Defendants’ representations about the so-called “coaching” is also
13 deceptive. In the Aspire “Welcome” video, Force tells consumers joining Digital
14 Altitude they will receive “private and personal one-on-one business coaching for
15 you during your start-up phase and your set-up phase and your overall scaling and
16 success phases. So we’re going to hand hold you through that entire process. We
17 have a series of coaches all on standby to really help you get up the mountain, so to
18 speak.” Later in that same video, Force says, “I’ve handpicked every single one of
19 the top tier coaches and I know them all very well, okay? They are actually living
20 the life that they have, now showing you how to obtain [sic]. So they are very
21 qualified in what they do. They are great people and they are looking forward to
22 working with you one-on-one.” In another video, Force says, “If you follow the
23 process, results are guaranteed,” and “I promise you we won’t stop until you’ve
24 earned your first six figures.”

25 55. These “coaches” are in fact salespeople for Defendants who are paid
26 on commission to sell Digital Altitude memberships. They are not required to have
27 any business coaching qualifications. Indeed, Digital Altitude encourages
28 consumers to use its “sales team” to close sales for them, but many consumers do

1 not realize the “sales team” and the “coaching” staff are one and the same—that
2 their sales tactic is to play the role of “coach.”

3 56. Michael Force has also informed consumers via email that “Your
4 coach is a 6-Figure marketer. In fact, no one can be a coach in our business if they
5 are not already making 6-Figures in their own online business.” The “coaches” in
6 the program, however, are not necessarily six-figure marketers.

7 57. Defendants also have a draconian and confusing refund policy that
8 precludes most consumers from obtaining a refund once they realize they are not
9 going to make money with Defendants’ program. Defendants’ online
10 advertisements tell consumers that they have a “full 14 days” to try out
11 Defendants’ program. For example, Defendants’ website www.aspir.info states the
12 following:

13 **To join our Aspire community today**
14 **click on the red button now**

15  **GET STARTED NOW**

16 **Start your \$37 FREE Trial IMMEDIATELY!**

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21 You have a **full 14 days** to take the system for a full test drive
22 You can use **all of the tools**, access the training and even
23 have your first two phone calls with your personal coach.
24 Follow their guidance and you'll **earn WAY more money** in 14
25 days than you ever will watching another “how to” training at
home. Plug in. Follow the steps. Earn a healthy profit.

26 58. When a consumer purchases a higher-level Digital Altitude
27 membership, however, Defendants’ salesperson sends the consumer an electronic
28 copy of a twelve-page, small-print contract that contains an inconspicuous clause

1 providing a strict 72-hour window from the time of signing to cancel and receive a
2 refund. Defendants' salesperson pressures the consumer to sign quickly and
3 Defendants' frequent use of "Aspire" to describe the whole "system" indicates that
4 the 14-day trial period for Aspire applies to these further purchases. Thus, many
5 consumers do not realize that a different, much shorter refund policy applies. In
6 many cases, by the time a consumer realizes he wants to cancel, it is past the 72
7 hours, and Defendants refuse to give a refund.

8 *Defendants' Misrepresentations to Banks and Payment Processors*

9 59. In order to accept credit and debit card payments from consumers,
10 Defendants opened merchant accounts with banks through various intermediaries,
11 known as payment processors.

12 60. Payment processors and banks terminated Defendants' merchant
13 accounts at least ten times between July 2016 and January 2017 because of
14 Defendants' suspect business practices, including numerous consumer disputes of
15 payments they had made to Defendants. Such consumer disputes are known as
16 "chargebacks." Some consumers sought chargebacks after Defendants refused to
17 give them a refund.

18 61. When the high chargeback rates led payment processors and banks to
19 terminate Defendants' merchant accounts in the name of Digital Altitude,
20 Defendants embarked on further deception to continue to process credit and debit
21 card charges for their sales. Defendants set up new corporations with different
22 names (such as Corporate Defendants Aspire Processing and RISE Systems and
23 Enterprise), opened new merchant accounts with these corporations, and began
24 using the new merchant accounts to process consumers' payments to Digital
25 Altitude. Defendants sometimes used the names of third parties, including
26 individual defendants' spouses, to open such accounts.

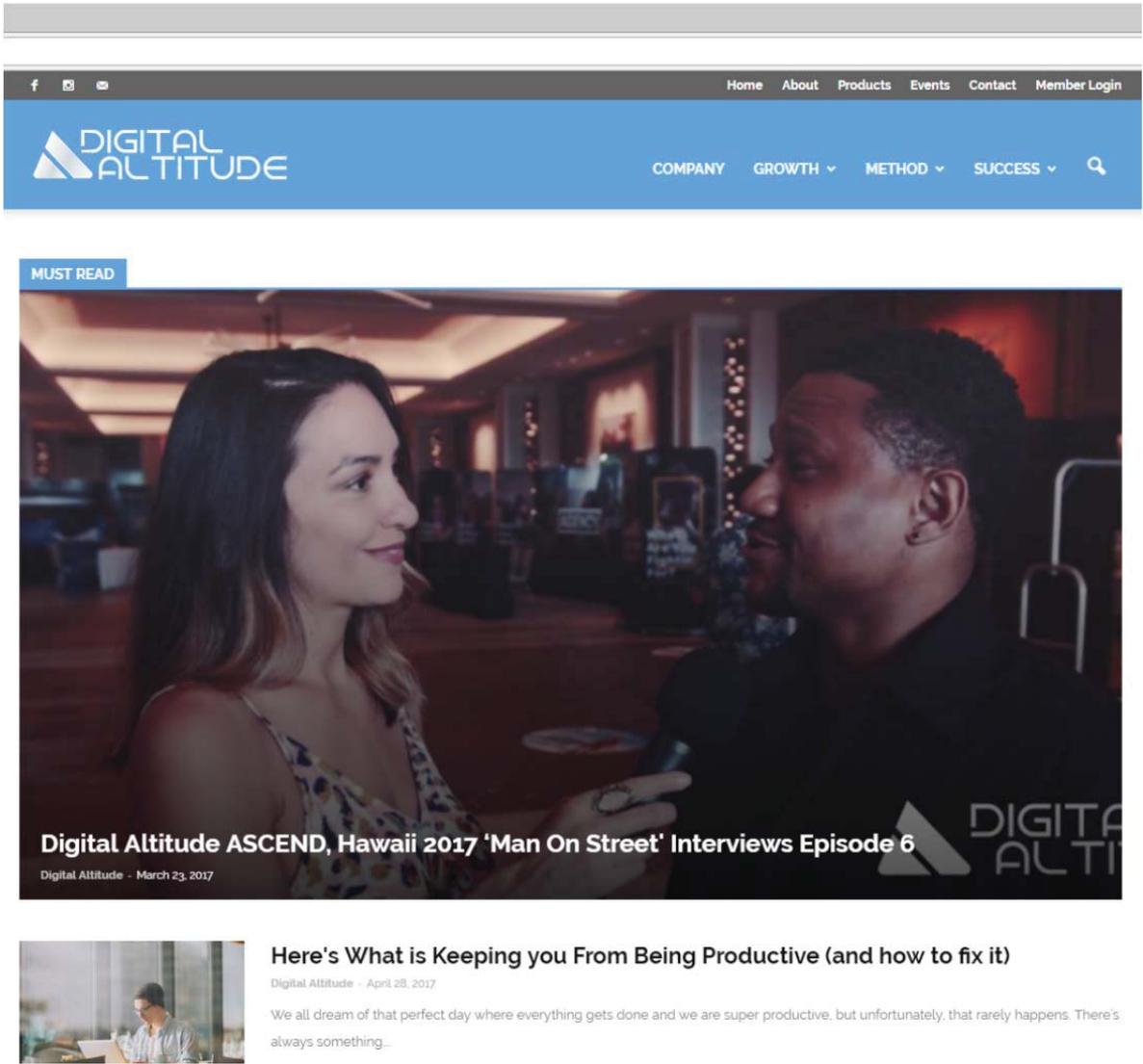
27 62. Defendants also misrepresented Digital Altitude's payment processing
28 history, stating in one merchant account application that Digital Altitude had never

1 had a merchant account terminated, even though payment processors and banks
2 had previously terminated Digital Altitude merchant accounts at least eight times.

3 63. Underwriters for payment processors and banks (who decide whether
4 a processor or bank should open an account for a merchant) may look at a payment
5 processing applicant's websites to learn about the applicant, including whether the
6 applicant's business practices might expose the processor to risk. To evade this
7 scrutiny, Defendants created "dummy" underwriting sites to show payment
8 processors when they sought new merchant accounts. Defendants' dummy
9 underwriting sites differ significantly from the websites that actually generate
10 Defendants' sales. For example, these dummy sites do not include the earnings
11 claims that Defendants make on their sales-generating websites, such as the
12 www.aspir.info site, shown above in Paragraph 36. Below is an example of one
13 such dummy site, www.digitalaltitude.co:

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64. Furthermore, in an apparent effort to evade the banks' and credit card companies' fraud monitoring programs, Defendants also misrepresented who owned Digital Altitude in their applications for merchant accounts. They variously stated that Defendant Dee owned 51%, 60%, and 90% of the entity, even though, according to Defendant Force's sworn testimony, Defendant Dee is not an owner of Digital Altitude at all.

VIOLATIONS OF THE FTC ACT

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

1 C. Award such relief as the Court finds necessary to redress injury to
2 consumers resulting from Defendants' violations of the FTC Act, including but not
3 limited to, rescission or reformation of contracts, restitution, the refund of monies
4 paid, and the disgorgement of ill-gotten monies; and

5 D. Award Plaintiff the costs of bringing this action, as well as such other
6 and additional relief as the Court may determine to be just and proper.

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Dated:

1/29/2018

Respectfully submitted,

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