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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

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CLERK, US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS FLORIDA

FEDERAL TRADE COMMISSION, and the

STATE OF FLORIDA,

Plaintiffs,

v.

VYLAH TEC LLC, a limited liability company,
also d/b/a VTEC SUPPORT;

EXPRESS TECH HELP LLC, a limited liability
company;

TECH CREW SUPPORT LLC, a limited liability
company;

ANGELO J. CUPO, individually and as owner
and CEO of Vylah Tec LLC and as manager of
Tech Crew Support LLC;

ROBERT CUPO, individually and as manager of
Vylah Tec LLC, as owner, manager, director and
officer of Tech Crew Support LLC, and as
member of Express Tech Help LLC; and

DENNIS CUPO, individually, and as manager of
Express Tech Help LLC, and as owner, officer
and manager of Tech Crew Support LLC,

Defendants,

Case No. _____

Filed Under Seal

**COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE
RELIEF**

Plaintiffs, the Federal Trade Commission ("FTC") and the State of Florida, for their

Complaint allege:

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

2. The State of Florida, by and through its Attorney General, Pamela Jo Bondi, brings this action under the Florida Deceptive and Unfair Trade Practices Act (“FDUPTA”), Fla. Stat. § 501.201 *et seq.*, to obtain temporary, preliminary and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in violation of the FDUPTA. The State of Florida 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.

JURISDICTION AND VENUE

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

4. This Court has supplemental jurisdiction over the State of Florida’s claims pursuant to 28 U.S.C. § 1367.

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

PLAINTIFFS

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

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

8. The State of Florida is the enforcing authority under the FDUPTA pursuant to Florida Statutes Section 501.203(2) and is authorized to pursue this action to enjoin violations of the FDUTPA and to obtain legal, equitable or other appropriate relief, including rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, or other relief as may be appropriate. Fla. Stat. §§ 501.207, 501.2075 and 501.2077.

DEFENDANTS

9. Defendant Vylah Tec LLC, also doing business as Vtec Support (“Vtec”), is a Florida limited liability company with its principal place of business at 2891 Center Pointe Drive, Suite 201, Fort Myers, Florida 33916. Vtec transacts or has transacted business in this district and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, Vtec has advertised, marketed, distributed, or sold computer technical support services and security software to consumers throughout the United States.

10. Defendant Express Tech Help LLC (“Express Tech”), is a Florida limited liability company with its principal place of business at 2891 Center Pointe Dr., Suite 201, Fort Myers, FL 33916. Express Tech transacts or has transacted business in this district and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, Express Tech has advertised, marketed, distributed, or sold computer technical support services and security software to consumers throughout the United States.

11. Tech Crew Support LLC (“Tech Crew”), is a Florida limited liability company with its principal place of business at 2891 Center Pointe Dr., Suite 201, Fort Myers, FL 33916. Tech Crew transacts or has transacted business in this district and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, Tech Crew has advertised, marketed, distributed, or sold computer technical support services and security software to consumers throughout the United States.

12. Defendant Angelo Cupo is an owner and the CEO of Vtec and a manager of Tech Crew. At times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Angelo Cupo resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

13. Defendant Robert Cupo is a manager of Vtec, owner, manager, director and officer of Tech Crew, and a member of Express Tech. At times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

Defendant Robert Cupo resides in this district and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

14. Defendant Dennis Cupo is an owner, director and manager of Tech Crew. At times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Dennis Cupo resides in the State of Florida and, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

15. Defendants Vtec, Express Tech, and Tech Crew (collectively, "Corporate Defendants") have operated as a common enterprise while engaging in the deceptive acts and practices alleged below. Corporate Defendants have conducted the business practices described below through an interrelated network of companies that have common ownership managers, business functions, employees, and office locations, and that have commingled funds. They share mailing addresses, electronic mail addresses, telephone numbers, and employees for the sale of their tech support services. Because these Corporate Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged below. Defendants Angelo Cupo, Robert Cupo and Dennis Cupo (collectively, "Individual Defendants") have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of the Corporate Defendants that constitute the common enterprise.

COMMERCE

16. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44 and Florida Statutes § 501.203(8).

DEFENDANTS’ BUSINESS ACTIVITIES

Overview

17. Since at least 2014, Defendants have deceptively marketed and sold technical support services and software (“tech support services”) to consumers throughout the United States. To bait these unsuspecting consumers, Defendants use computer pop-up messages containing phony warnings that their computers are at risk and urge consumers to contact “Microsoft Technicians” at a toll free number.

18. Consumers who call the toll free numbers become ensnared by Defendants’ telemarketers, who use a scripted sales pitch to falsely diagnose consumers’ computers with viruses, malware or other technical problems and coerce them into paying hundreds of dollars for unneeded repairs and software.

19. Notably, the vast majority of Defendants’ employees are actually sales agents, who are paid on commission and lack any substantive computer training or technical skills.

20. Defendants often misrepresent they are part of or affiliated with Microsoft or are Microsoft-certified, which is a ploy to further provide false assurances of their technical skills.

Defendants Lure The Consumers Into Contacting Them

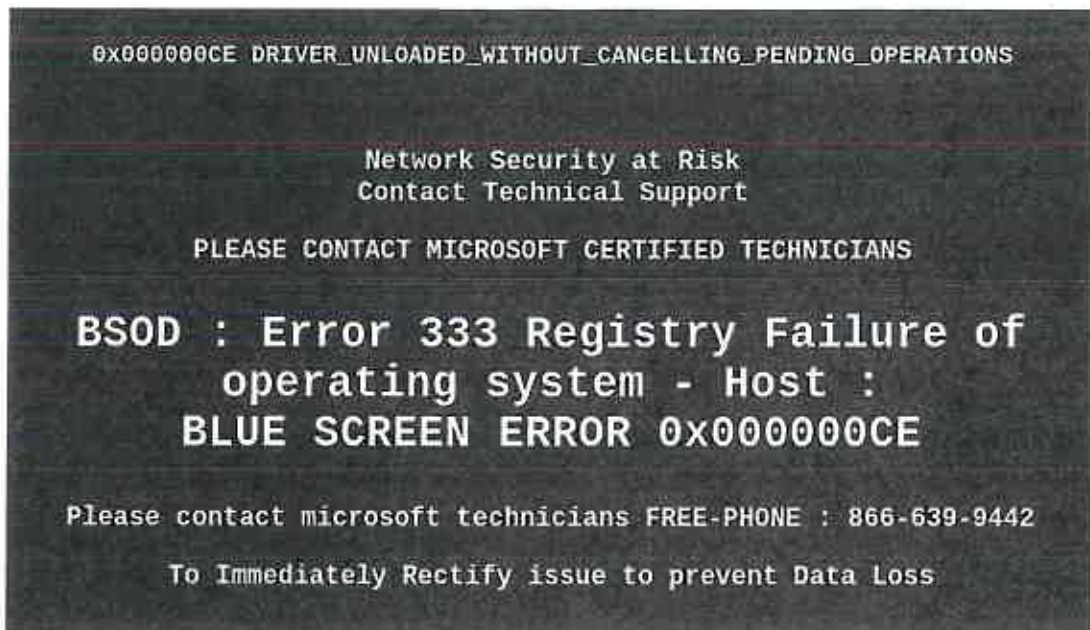
21. Consumers are lured into contacting Defendants through several different methods. First, while browsing the Web, many consumers receive pop-up messages with ominous security warnings.

22. Although these messages appear to be coming from consumers' own computers operating systems, they do not. The messages are phony security warnings designed to mislead the consumers into believing their computers are at risk of failure or have virus or malware infections or other serious problems.

23. Often the pop-up messages are difficult or impossible for a consumer to ignore because they continue to appear even when consumers attempt to delete the messages. In addition, sometimes the pop-up messages lock the consumer's screen or make noise, further pressuring the alarmed consumers to call the toll free number in the message.

24. When consumers call the toll free numbers in the pop-up messages they are connected to Defendants.

25. Many consumers have responded to pop-up messages similar to the following:



26. Other consumers contact Defendants because they have ordered computers from a third party retailer and have received a software bundle that includes a subscription to Vtec's tech support services. These consumers are instructed to call a telephone number to activate their subscription of tech support services for their new computers.

27. Some of the consumers who have received a subscription to Vtec's tech support services also call Defendants for technical assistance with their computers.

Defendants' Phony Diagnosis

28. After calling the number that appears in one of the pop-up messages or calling the number for activation of Defendants' tech support service, consumers are connected with Defendants' call center. Defendants follow a deceptive script with each consumer to diagnose phony technical problems or deficiencies with consumers' computers, regardless of why they were calling.

29. Defendants warn consumers that their computers are at risk for infection and desperately need Vtec's software to be installed. Defendants make it look like they are detecting serious technical problems, such as viruses, malware, spyware, or some other problem, when they are not.

30. Defendants' diagnosis is often so ominous that panicked consumers are misled to believe they need to purchase Defendants' software and services in order to save their computers. The diagnoses are bogus because they are based on scripts that are not designed to detect legitimate problems with consumers' computers.

Defendants' Script

31. Defendants typically direct the consumers to access a website, often LogMeIn.com, which allows Defendants to remote into consumers' computers. Once Defendants gain remote access, they are able to control the consumers' computers. Among other things, Defendants can view the computer screen, move the cursor, enter commands, run applications, and access stored information. At the same time, consumers can see what Defendants are seeing and doing on their computers. After remotng into consumers' computers, Defendants' begin their diagnosis by opening up various windows, programs, or folders.

32. Regardless of what is on the consumers' computer, Defendants' ploy is to bring up innocuous information on the computers to make it seem like there is a problem, and then make a phony diagnosis, often calling it a "systems malfunction" purportedly caused by the consumer's lack of appropriate security software.

33. For example, Defendants often open a program called Event Viewer. The Event Viewer is a log of the various activities that occur during a computer's operation. The number of events and their categorized severity in the Event Viewer do not necessarily indicate any underlying security issues. Nevertheless, Defendants point out those "errors" and "warnings" as indicative of serious problems.

34. Even when consumers have an anti-virus program installed, Defendants' script instructs the sales agent to feign concern that the consumers do not have adequate virus protection installed on their computers and they often point out there is no "anti infection program" on a consumer's computer. In fact, "anti infection" is a made up technical term that Defendants use. Relevant excerpts from one of Defendants' script are as follows:

**Alright so that's your anti-virus programs [sic] that's good, and what program are you running for an anti-infection?
HMMMMM I'm not seeing anything. That's not good. That's leaving you very vulnerable.....yea make sure to go ahead and get yourself a good anti infection security program.**

**Okay so we're going to look for the event levels of ERROR WARNING and CRITICAL, let's have a look here.
Yeaaaaaa.....(exhale).....looks like you got yourself in a bit of a pickle here**

This is not good

A lot of the time, damage like this is caused from not having the proper security software.

Just like we were talking about earlier, these are alllllll system malfunctions, you can see how they can really mess things up. HMMMM.

35. After Defendants make their phony diagnoses, they emphasize the dire need for an actual certified technician to do the manual work on the consumers' computers.

Relevant excerpts from one of Defendants' scripts are as follows:

[Y]ea I can't even recommend a program to buy, or download, that would even fix what's going on here...

Yaaa see, you're going to need an actual certified technician to do manual work on here.

36. Defendants conclude their sales pitch by selling consumers their software and purported repair services. If a consumer agrees to pay, Defendants ask the consumer for a credit card or bank account number. After obtaining consumers' credit card or bank account information, Defendants spend hours performing the purported repairs. In numerous instances, these repairs are unnecessary.

Consumer Injury

37. Defendants' bogus diagnoses of serious computer problems have scammed thousands of panicked consumers who have purchased unnecessary computer software products and services from them.

38. Through their deceptive tech support scheme, Defendants have caused millions of dollars in consumer injury.

VIOLATIONS OF THE FTC ACT

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

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

Count I
Defendants' Deceptive Misrepresentations About Affiliations
(By Plaintiff FTC)

41. In numerous instances, in connection with the marketing, offering for sale, or selling of computer technical support services and security software, Defendants represent or have represented, directly or indirectly, expressly or by implication, through a variety of means, including telephone calls and internet communications, that they are part of or affiliated with well-known U.S. technology companies, such as Microsoft, or are certified or authorized by these companies to service their products.

42. In truth and in fact, Defendants are not part of or affiliated with these U.S. technology companies, nor are Defendants certified or authorized to service their products.

43. Therefore, Defendants' representations as set forth in Paragraphs 41 of this Complaint are false or misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count II
Defendants' Deceptive Misrepresentations About Security or Performance Issues
(By Plaintiff FTC)

44. In numerous instances, in connection with the marketing, offering for sale, or selling of computer technical support services and security software, Defendants represent or have represented, directly or indirectly, expressly or by implication, through a variety of means, including telephone calls and internet communications, that they have detected security or performance issues on consumers' computers, including system errors, viruses, spyware, malware, or the presence of hackers.

45. In truth and in fact, in numerous instances in which Defendants have made the

representations set forth in Paragraphs 44, Defendants have not detected security or performance issues on consumers' computers.

46. Therefore, Defendants' representations as set forth in Paragraphs 44 are false, misleading, or were not substantiated at the time they were made and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE
PRACTICES ACT**

47. Section 501.204 of FDUTPA, Chapter 401, Part II, Florida Statutes, prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce."

**Count III
Florida Deceptive and Unfair Trade Practices Act Violation
(By Plaintiff State of Florida)**

48. In numerous instances, in connection with the marketing, offering for sale, or selling of computer security and technical support services, Defendants represent or have represented, directly or indirectly, expressly or by implication, through a variety of means, including through telephone calls and internet communications, that Defendants are part of well-known U.S. technology companies, such as Microsoft, or certified or authorized by these companies to service their products.

49. In truth and in fact, Defendants are not part of or affiliated with these U.S. technology companies, nor are Defendants certified or authorized to service their products.

50. Defendants' representations as set forth in Paragraphs 48 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.

Count IV
Florida Deceptive and Unfair Trade Practices Act Violation
(By Plaintiff State of Florida)

51. In numerous instances, in connection with the marketing, offering for sale, or selling of computer security and technical support services, Defendants represent or have represented, directly or indirectly, expressly or by implication, through a variety of means, including through telephone calls and internet communications, that they have detected security or performance issues on consumers' computers, including system errors, viruses, spyware, malware, or the presence of hackers.

52. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 51, Defendants have not detected security or performance issues on consumers' computers.

53. Defendants' representations as set forth in Paragraph 51 are false, 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.

CONSUMER INJURY

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

THIS COURT'S POWER TO GRANT RELIEF

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

56. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow Plaintiff State of Florida to enforce its state law claims against Defendants in this Court for violations of FDUPTA including injunctive relief, rescission or reformation of contracts, the refund of monies paid, and the disgorgement of ill-gotten monies.

PRAYER FOR RELIEF

Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b) and Plaintiff State of Florida, pursuant to Florida Statutes Sections 501.207, 501.2075, and 501.2077; and as authorized by the Court's own equitable powers, requests that the Court:

A. Award Plaintiff such preliminary injunctive and ancillary 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, the appointment of a receiver, and the disruption of domain and telephone services;

B. Enter a permanent injunction to prevent future violations of the FTC Act and FDUPA by Defendants;

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

D. Award Plaintiff FTC the costs of bringing this action, and Plaintiff State of Florida its attorneys' fees and costs in bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: May 1, 2017

Respectfully submitted,

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