

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 12-23919-Civ-COOKE/TURNOFF

FEDERAL TRADE COMMISSION,	:
	:
Plaintiff,	:
	:
v.	:
	:
SHOPPER SYSTEMS, LLC,	:
a Florida Limited Liability Company,	:
	:
SHOPPER SELECT, LLC,	:
a Florida Limited Liability Company,	:
	:
CONCEPT ROCKET, LLC also d/b/a	:
SHOPPER SELECT and SHOPPER	:
SYSTEMS,	:
a Delaware Limited Liability Company,	:
	:
REVENUE WORKS, LLC also d/b/a	:
SURPLUS SUPPLIER,	:
a Vermont Limited Liability Company,	:
	:
EMZ VENTURES, LLC,	:
a Delaware Limited Liability Company,	:
	:
THE VERACITY GROUP, LP	:
a Texas Limited Partnership,	:
	:
BRETT BROSSEAU,	:
individually and as an owner and manager	:
of EMZ VENTURES, LLC and GEORGIA	:
FARM HOUSE LAND HOLDINGS, LLC	:
and as a manager of SHOPPER SYSTEMS,	:
LLC, CONCEPT ROCKET, LLC also d/b/a	:
SHOPPER SELECT and SHOPPER	:
SYSTEMS, and REVENUE WORKS, LLC	:
also d/b/a SURPLUS SUPPLIER,	:
	:
MICHAEL MOYSICH,	:
individually and as a manager and owner	:
of REVENUE WORKS, LLC also d/b/a	:
SURPLUS SUPPLIER, SHOPPER	:

SYSTEMS, LLC, SHOPPER SELECT,
LLC, and CONCEPT ROCKET, LLC also
d/b/a SHOPPER SELECT and SHOPPER
SYSTEMS,

FTC's Trade Regu7T8sraC's(-3(e)10(u6./B(C)-6(g)-6(n')3(s) ')/B(C)-6(d (T3-6(D)2)3(s))3(a)c-6(/B(Co)3(a)

DEFENDANTS

6. Defendant Shopper Systems, LLC (“Shopper Systems”) is a Florida limited liability corporation with a principal address of 6800 SW 40th Street, No. 642, Miami, Florida 33155. Shopper Systems is a seller who offers for sale, sells, and promotes business opportunities to consumers. At all times material to this Complaint, acting alone or in concert with others, Shopper Systems has transacted business in the Southern District of Florida and throughout the United States.

7. Defendant Shopper Select, LLC (“Shopper Select”) is a Florida limited liability corporation with a principal address of 6800 SW 40th Street, No. 642, Miami, Florida 33155. Shopper Select is a seller who has offe

business opportunities to consumers. At all times material to this Complaint, acting alone or in concert with others, Surplus Supplier has transacted business in the Southern District of Florida and throughout the United States.

10. Defendant The Veracity Group, L.P. (“Veracity”) is a Texas limited partnership with its principal place of business at 3218 I-30, Suite 103, Mesquite, Texas 75150. Veracity is a seller who offers for sale, sells, and promotes business opportunities to consumers. At all times material to this Complaint, acting alone or in concert with others, Veracity has transacted business in the Southern District of Florida and throughout the United States.

11. Defendant EMZ Ventures, LLC (“EMZ”) is a Delaware limited liability corporation with a principal address of 600 East Main Street, Suite 600, Newark, Delaware 19711. EMZ is a seller who offers for sale, sells, and promotes business opportunities to consumers through its marketing name “ExtraMoneyZone.” At all times material to this Complaint, acting alone or in concert with others, EMZ transacts or has transacted business in the Southern District of Florida and throughout the United States.

12. Defendant Brett Brosseau (“Brosseau”) is the manager and the owner of EMZ and the manager of Concept Rocket, Surplus Supplier and Shopper Systems. Brosseau is also the 50 percent owner of Relief Defendant Georgia Farm House Land Holdings, LLC. At all times material to this Complaint, acting alone or in concert with others, Brosseau has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Brosseau, in connection with the matters alleged herein, transacts or has transacted business in the Southern District of Florida and throughout the United States.

13. Defendant Michael Moysich (“Moysich”) is the manager and owner of Surplus Supplier, Shopper Systems, Shopper Select, and Concept Rocket. At all times material to this

20. In addition, Common Defendants rely on a unified marketing plan and utilize shared sales tactics, such as a single sales telemarketing script for both products. They all use Defendant Veracity for telemarketing services and use the same Sri Lankan-based customer service call center. Because Common Defendants have operated as a common enterprise, each of them is jointly and severally liable for the acts and practices described in this Complaint. Defendants Brosseau and Moysich have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Common Defendants that constitute the common enterprise.

COMMERCE

21. At all times material to this Complaint, the Defendants have maintained a substantial course of trade in the offering for sale and sale of business opportunities, in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

THE DEFENDANTS’ BUSINESS PRACTICES

The Business Opportunities

22. Defendants market to consumers the opportunity to make money by engaging in the business of providing mystery shopping services to various retail establishments. Mystery shoppers are persons hired to pose as customers of a particular business and then prepare reports on its operations, personnel or facilities. Defendants represent that they will identify for purchasers of the business opportunity those retail establishments seeking mystery shoppers within consumers’ local areas.

23. Once consumers agree to purchase the mystery shopper opportunity, Defendants use deceptive sales tactics to enroll consumers into a second business opportunity, which is

Veracity to provide telemarketers to offer and sell the mystery shopping and webstore business opportunities. Defendants' telemarketers work from a script to pitch these products and services.

29. During the telemarketing pitch, Defendants' telemarketers represent that there are

34.

41. In many instances, consumers continue to be charged \$49.95 per month after calling the number Defendants' telemarketers provided to cancel the business opportunity membership.

42. Common Defendants inform consumers who complain about the failure to cancel the \$49.95 monthly charge that,

53. Therefore, Defendants' representations as set forth in Paragraph 51 of this Complaint are false and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT TWO

Deceptive Claims Regarding the Availability of Mystery Shopping Opportunities

additional monthly charges of \$49.95 by calling a toll-free customer service telephone number to cancel the membership.

58. In numerous instances in which Defendants have made the representations set forth in Paragraph 57 of this Complaint, Defendants failed to disclose or disclose adequately that: (1) consumers' credit cards will also be charged for a second and separate low-cost trial membership; (2) after the trial period, consumers will be charged for two separate membership programs at a cost of \$49.95 each; and (3) consumers must affirmatively request to cancel each of the two separate membership programs to avoid additional charges of \$49.95 for the second program.

59. Defendants' failure to adequately disclose the material information described in Paragraph 58, above, in light of the representations described in Paragraph 57, above, constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT FOUR

Unfair Transmission of Text Spam Message

60. In numerous instances, Common Defendants, Brosseau, and Moysich's practice of initiating or procuring the transmission of unauthorized or unsolicited commercial text messages to the mobile telephones and other wireless devices of consumers as described in Paragraph 25 has caused or is likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that it is not outweighed by countervailing benefits to consumers or competition.

61. Therefore, Common Defendants, Brosseau, and Moysich's practices as described in Paragraph 60 above, constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. §§ 45(a) and 45(n).

VIOLATIONS OF THE BUSINESS OPPORTUNITY RULE

62. Defendants are “sellers” who have sold or offered to sell “business opportunities” as defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(c) and (q). Under the Business Opportunity Rule, a “seller” is a person who offers for sale or sells a business opportunity. 16 C.F.R. § 437.1(q). Under the Rule, a “business opportunity” means a “commercial arrangement” in which a “seller solicits a prospective purchaser to enter into a new business;” the “prospective purchaser makes a required payment;” and the “seller, expressly or by implication, orally or in writing, represents that the seller or one or more designated persons will:” “Provide outlets, accounts, or customers, including, but not limited to, Internet outlets, accounts, or customers, for the purchaser’s goods or services.”

persons who purchased Defendants' business opportunity prior to that ending date who achieved at least the stated level of earnings. 16 C.F.R. § 437.4(b).

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

COUNT FIVE

Disclosure Document Violations

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

70. Defendants' acts and practices, as described in Paragraph 69 above, violate the Business Opportunity Rule, 16 C.F.R. §§ 437.2 and 437.3(a), and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT SIX

Earnings Disclosure Violations

71.

72. Defendants' acts and practices, as described in Paragraph 71 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(a) and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT SEVEN

General Media Earnings Claims Violations

73. Common Defendants, Brosseau, and Moysich have made earnings claims in the general media in connection with the offering for sale, sale, or promotion of a business opportunity while failing to state in immediate conjunction with those claims the beginning and ending dates when the represented earnings were achieved, and the number and percentage of all persons who purchased Defendants' business opportunity prior to that ending date who achieved at least the stated level of earnings.

74. Common Defendants, Brosseau, and Moysich's acts and practices, as described in Paragraph 73 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(b)(3) and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT EIGHT

Relief Defendants

75. Relief Defendants PKP, Stephanie Powell, SNA, and Georgia Farm House have received, directly or indirectly, funds, other assets, or both, from Defendants that are traceable to funds obtained from Defendants' customers through the unlawful acts or practices described herein.

76. Relief Defendants PKP, Stephanie Powell, SNA, and Georgia Farm House have no legitimate claim

PRAYER FOR RELIEF

Wherefore, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and the Business Opportunity Rule, and the Court's own equitable powers, requests that the Court:

A.

Respectfully submitted,

Jonathan E. Nuechterlein
General Counsel

Dated: December 23, 2013

/s/ Thomas M. Biesty
Thomas M. Biesty, NY # 4172896