



or deceptive trade practice to make false, misleading, or deceptive representations concerning the profits or earnings a participant in a money-making opportunity can expect or to engage in certain acts or practices related to consumer testimonials. Defendants Lurn and Singal have continued to use deceptive or unsubstantiated earnings claims in their marketing even after receiving the Notices.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345.

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

PLAINTIFF

11. The FTC is an independent agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district court civil action by its own attorneys. 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. The FTC also enforces the Telemarketing Act. In accordance with the Telemarketing Act, the FTC promulgated and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing acts or practices.

DEFENDANTS

12. Defendant Lurn, Inc. (“Lurn”), is a Maryland corporation with its principal place of business at 2098 Gaither Rd., Rockville, MD 20850-4017. Lurn transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint,

acting alone or in concert with others, Lurn has advertised, marketed, distributed, and sold e-commerce programs to consumers throughout the United States and abroad.

13. Defendant Anik Singal (“Singal”) is the Chief Executive Officer and sole owner of Lurn. At all times relevant 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. Singal is the face of Lurn. He features prominently in Lurn’s advertising and webinars and plays a key role in developing Lurn’s offerings and marketing. Singal resides in Gaithersburg, Maryland, and in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

14. Defendant Tyrone Cohen (“Cohen”) is the creator and spokesperson for Kindle Cashflow University, one of Lurn’s most popular programs. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had authority to control, or participated in the acts and practices set forth in this Complaint. Cohen resides in Apex, North Carolina, and in in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

15. Defendant David Kettner (“Kettner”) is the creator and spokesperson of Printable Profits, one of Lurn’s most popular programs. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had authority to control, or participated in the acts and practices set forth in this Complaint. Kettner resides in Peoria, Arizona, and in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

\$5 million from the sale of a “Printable Profits” program, and \$4 million from a “Kindle Cash Flow University” program. As explained below, Defendants use deceptive practices to sell each of these programs.

Deceptive Marketing of the Email Startup Incubator Program

22. Defendants’ Email Startup Incubator purports to teach consumers how to make substantial income through e-mail advertising and affiliate marketing. Email Startup Incubator costs \$1,995, though Defendants claim the course offers over \$37,710 of value.

23. Defendants’ advertisements invite consumers to a “FREE training workshop” that will walk them “through the exact steps [Singal] used to generate millions of dollars online by using just an email and other people’s products.” Consumers can then click on a link that brings them to a registration page at a Lurn.com domain.

24. After following the link, consumers see the screen in the image below. In that image, Defendants claim to have a “**5 - Step System**” to become a “**Stay-At-Home Millionaire.**” Defendants also claim that Singal has used



25. These claims are false and unsubstantiated. Defendants do not track their customers' earnings, and thus do not know how their customers fare. Furthermore, Singal does not use this e-commerce program to generate over \$1 million per month.

26. Consumers who click on the registration link are prompted to enter their name and email information. They are then directed to a website that purports to have a countdown to the next webinar. The webinars are typically between two and three hours in length, follow a PowerPoint presentation, and are narrated by Singal.

30. Other false or unsubstantiated earnings claims include:

Singal will teach consumers “How To **Start Making Over \$400** Within 24 hours After This Training Is Over.”

Consumers who finish the webinar will receive “**a copy of the simple 1-page website [Singal] personally use[s] to generate OVER \$13,700 per day,**” and consumers can receive access “**to literally EVERYTHING [Singal] use[s] to generate millions each year – for FREE.**”

Defendants claim the Email Startup Incubator is a tested, reliable, and easy way for consumers to make over \$500 per da

31. Defendants also claim that the program allows consumers to make thousands of dollars while only working a few hours a week:

“Create A Side Business With Just A Few Hours A Week, And Turn It Into 5, 6, And Maybe even 7 Figures Per Year.”

A former student is “making 5-6 figures a week, sometimes now, working 20-30 minutes tops.”

32. Defendants also claim to limit the number of people who will be able to purchase the Email Sales Incubator and work closely with them. For example, during the webinar, Singal claims that Lurn must limit the number of customers because Lurn staff work with customers on a daily basis. Singal claims to have room only for 75 additional customers and repeatedly mentions the limited capacity of the program throughout the webinar.

33. These claims are false. The webinars are prerecorded and Defendants replay them for months at a time. These webinars make the same claims about nearing capacity, and about customers needing to act quickly to secure their spots regardless of when the webinar plays and how many consumers have enrolled at a particular time.

34. Throughout the webinar, Defendants present testimonials from purportedly successful users of the Email Startup Incubator, such as:

Rosalee Maquinay was able to achieve “Life-Changing Income – In Just Weeks!” with “_____”

Defendants claim Dori Friend used Defendants' e-commerce pr

38. Defendants' disclaimers directly contradict the messages conveyed repeatedly in their marketing – that purchasers are likely to earn substantial income utilizing Defendants' program. Defendants have no basis for their earnings claims, which are often wholly fabricated.

Deceptive Marketing of the Kindle Cashflow University and Printable Profits Programs

39. The types of misleading and unsubstantiated claims Defendants make to sell the Email Startup Incubator program are not unique. Defendants engage in similar deceptive practices to sell their other online courses as well.

Kindle Cashflow University

40. Defendants' second most profitable course is Kindle Cashflow University, a \$947 course which Defendants claim has a total value of \$8,043. The course is sold through a two-hour-and-forty-minute webinar. Singal presents at the beginning and end of the webinar and the rest of the content is presented by Defendant Tyrone Cohen, a purported "internationally renowned internet marketer."

41. Cohen claims that he will teach a "tried, tested and proven step by step system that's backed by ten plus years of teaching thousands of successful students of all backgrounds and ages across the planet how to make life changing money."

42. Cohen says that customers can get started in "less than 1 hour a week" and the system is "easier than you think."

43. Cohen instructs consumers to look for ebooks on Amazon with thousands of reviews, a favorable consumer rating, and a best seller ranking of 20,000 or less. Once consumers find a book that meets those criteria, they should emulate the content of that book to

44. Cohen tells consumers that they only need a 10-35 page document for the ebook. He also advises that consumers can either write their own 10-35-page document, use an audio transcription service to narrate a similar book,

59. The consulting programs cost as much as \$10,000 each. They purport to offer coaching sessions, access to weekly group coaching calls, and access to “forums” where purchasers can connect with other Lurn customers.

60. Lurn’s telemarketers follow scripts to sell the consulting programs, and the scripts are consistent between the programs. Telemarketers are instructed to ask consumers about their current income, how much they would like to make, and how the increased income would affect the consumers’ lives.

61. After the initial interview, the script directs the telemarketers to say “I’m 100% confident we can help you” get the results that the consumers wish for. The telemarketers are instructed to confirm that consumers can achieve the desired earnings regardless of the program, the consumer’s experience, or the amount of money the consumer hopes to attain.

62. Consumers have frequently told Lurn’s telemarketers that they hope to earn six figures a year or enough to provide a full-time income. Lurn’s telemarketers have routinely assured consumers they are 100% confident that Lurn can help the consumers get there.

63. These claims are false or unsubstantiated. Lurn does not track the results of consumers who purchase consulting programs and has no basis to claim to be 100% confident it can help consumers achieve any earning results, let alone six figures in annual income.

64. In early 2021, Lurn undertook a “Sales Compliance Review” in which Lurn’s Compliance Manger reviewed and scored telemarketing calls for compliance, including whether the telemarketer made earnings claims.

65. The Compliance Review concluded that Lurn’s telemarketers are “doing a great job!,” even though the calls routinely included false or unsubstantiated lavish earnings claims.

For example, the following statements were made on calls with three separate consumers that received a perfect score in the review:

“You obviously want to get to six figures. Even in a year or a month whatever it may be. You’re investing this one time to make that future investment to have the capability of making that in a month or at least that in a month in perpetuity. . . This could be the best decision you ever make in your life. It’s going to allow you to have a vehicle for passive income. It’s going to allow you to get away from a job that you don’t really like and take control of your time.”

A telemarketer told a consumer who hoped to earn enough income so that her fiancé would not need to spend six months of the year working on a boat: “There’s so much value to be made and obviously that growth is going to translate to more success and more revenue and you helping to bring your fiancé home and having financial freedom without the struggle and the failure.”

Customers who purchase the consulting program “are getting about a 73% accelerated rate of growth and success” compared with customers who do not purchase the program. When that consumer expressed concern about the interest payments he could face if he put the program on his credit card, the telemarketer responded: “[Y]ou have to ask yourself if a little bit of interest, let’s just say a couple hundred dollars, if that’s going to basically derail you from doing this program and benefitting from all of the money you’re going to make, just a little bit of interest, you have to tell yourself that this is a cost of doing business.”

Lurn and Singal Have Knowingly Violated the Law

66. On October 26, 2021, FTC staff sent a letter to Lurn via its registered agent along with copies of documents entitled “Notice of Penalty Offenses Concerning Money-Making Opportunities and Notice of Penalty Offenses Around Endorsements and Testimonials.” The letter and Notices identified specific acts or practices that the FTC has determined are unfair or deceptive under Section 5 of the FTC Act. Lurn’s registered agent received the letter and Notices on October 27, 2021.

67. As detailed in the Notices enclosed with the letters, in a series of litigated decisions the FTC determined that it is an unfair or deceptive trade practice to make false,

80. Based on the facts and violations of law alleged in this Complaint, the FTC has reason to believe that Defendants are violating or are about to violate laws enforced by the Commission.

VIOLATIONS OF THE FTC ACT

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

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

Count I – Misrepresentations Regarding Earnings

(All Defendants)

83. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of e-commerce programs, Defendants represent, directly or indirectly, expressly or by implication, that purchasers of Defendants’ programs are likely to earn substantial income.

84. Defendants’ representations set forth in Paragraph 83 are false, misleading, or were not substantiated at the time the representations were made.

85. Therefore, the making of the representations, as set forth in Paragraph 83 of this Complaint, constitutes deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE TELEMARKETING SALES RULE

86. In 1994, Congress directed the FTC to prescribe rules prohibiting abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101–

6108. The FTC adopted the original TSR in 1995, extensively amended it in 2003, and amended certain sections thereafter. 16 C.F.R. Part 310.

87. Defendants are “seller[s]” or “telemarketer[s]” engaged in “telemarketing” as defined by the TSR, 16 C.F.R. § 310.2(dd), (ff), and (gg).

88. Defendants’ goods and services, including Defendants’ trade recommendation services, are “Investment opportunit[ies]” as defined in the TSR, 16 C.F.R. § 310.2(s). The TSR defines an “Investment opportunity” as “anything, tangible or intangible, that is offered, offered for sale, sold, or traded based wholly or in part on representations, either express or implied, about past, present, or future income, profit, or appreciation.” 16 C.F.R. § 310.2(s).

89. The TSR prohibits sellers and telemarketers from “[m]isrepresenting, directly or by implication, in the sale of goods or services. . . [a]ny material aspect of an investment opportunity including, but not limited to, risk, liquidity, earnings potential, or profitability.” 16 C.F.R. § 310.3(a)(2)(vi).

90. The TSR prohibits sellers and telemarketers from “[m]isrepresenting, directly or by implication, in the sale of goods or services. . . [a]ny material aspect of the performance, efficacy, nature, or central characteristics of goods or services that are the subject of a sales offer.” 16 C.F.R. § 310.3(a)(2)(iii).

91. The TSR prohibits sellers and telemarket

**VIOLATIONS OF PRIOR COMMISSION DETERMINATIONS CONCERNING
UNFAIR OR DECEPTIVE ACTS OR PRACTICES**

98. Pursuant to Section 5(m)(1)(B) of the FTC Act, 15 U.S.C. § 45(m)(1)(B), if the Commission has determined in a proceeding under Section 5(b) of the FTC Act, 15 U.S.C. § 45(b), that an act or practice is unfair or deceptive and issued a final cease and desist order, other than a consent order, with respect to the act or practice, then a person, partnership, or corporation that engages in such act or practice with actual knowledge that such act or practice is unfair or deceptive and is unlawful under Section 5(a)(1) of the FTC Act shall be liable under the FTC Act for such relief as may be appropriate.

99. In prior litigated decisions the Commission has determined that the acts or practices described in Paragraphs 67-68, above, are unfair or deceptive and violate Section 5(a)(1) of the FTC Act and issued final cease and desist orders, other than consent orders, with respect to those acts or practices.

**Count III – Violations of Prior Commission Determinations Known to Defendants
(Lurn and Singal)**

100. As set forth in Paragraphs 66 to 78, at least since receiving the letter and Notices, Lurn and Singal had actual knowledge that, in connection with the advertising or promotion of money-making opportunities, making false, misleading, or deceptive earnings claims is an unfair or deceptive act or practice, unlawful under Section 5(a)(1) of the FTC Act.

101. In numerous instances, as set forth in Paragraphs 17 to 78, Lurn and Singal represent, directly, or indirectly, expressly or by implication, that purchasers of Defendants' e-commerce programs are likely to make substantial profits.

102. In truth and in fact, in numerous instances in which Lurn and Singal made the representations set out in Paragraph 101, purchasers of Defendants' e-commerce programs were not likely to make substantial profits.

103. Lurn and Singal engage in the acts and practices described in Paragraphs 100 to 101 with the actual knowledge, as set forth in Paragraph 100, that in prior litigated decisions the Commission has determined that the acts or practices are unfair or deceptive and violate Section 5(a)(1) of the FTC Act and issued final cease and desist orders, other than consent orders, with respect to those acts or practices.

CONSUMER INJURY

104. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, and the TSR. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.
