

**KNEUPPER & COVEY, PC**  
Kevin Kneupper, Esq. (CA SBN 325413)  
Kevin@kneuppercovey.com  
17011 Beach Blvd., Suite 900  
Huntington Beach, CA 92647  
Tel: (512) 420-8407

*Attorneys for Plaintiffs Janet Sihler,  
Charlene Bavencoff, and the putative Class*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

JANET SIHLER, Individually and On  
Behalf of All Others Similarly Situated;  
CHARLENE BAVENCOFF, Individually  
and On Behalf of All Others Similarly  
Situated,,  
Plaintiffs,

v.

THE FULFILLMENT LAB, INC;  
RICHARD NELSON; BEYOND  
GLOBAL INC.; and JOHN DOES 1-10,  
Defendants.

Case No.: 3:20-cv-01528-H-MSB

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

- (1) Violation of California's Consumer  
Legal Remedies Act;
- (2) Violation of California's False  
Advertising Law;
- (3) Violation of the Unfair and Fraudulent  
Prongs of California's Unfair  
Competition Law;
- (4) Violation of the Unlawful Prong  
California's Unfair Competition Law;
- (5) Civil RICO;
- (6) Violation of Various Consumer  
Protection Laws.

**DEMAND FOR JURY TRIAL**

Plaintiffs Janet Sihler ("Ms. Sihler") and Charlene Bavencoff ("Ms. Bavencoff"),  
individually and on behalf of all others similarly situated nationwide and in the State of

1 California, by and through the undersigned counsel, hereby file this Class Action  
2 Complaint against Defendants THE FULFILLMENT LAB, INC. and RICHARD  
3 NELSON (collectively, the “TFL Defendants”), BEYOND GLOBAL INC., and JOHN  
4 DOES 1 THROUGH 10, and allege as follows:

5 **JURISDICTION AND VENUE**

6 1. This Court has jurisdiction over this matter because this is a class action in  
7 which, on information and belief, the damages exceed \$5 million, exclusive of interest and  
8 costs, the number of class members exceeds 100, and as demonstrated below, the parties  
9 are diverse pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §  
10 1332(d). The believed scope of the damages and number of class members are based on  
11 Plaintiffs’ investigation and the BBB report attached as Exhibit 1.

12 2. This court also has jurisdiction because Plaintiffs’ Racketeer Influenced and  
13 Corrupt Organizations Act (“RICO”) claim, 18 U.S.C. §§ 1961, *et seq.*, arises under federal  
14 law.

15 3. This Court has supplemental jurisdiction over the state law claims in this  
16 action pursuant to 28 U.S.C. § 1367.

17 4. This Court has personal jurisdiction over the TFL Defendants because they  
18 conduct business in California, including this District. Specifically, the TFL Defendants  
19 offer numerous “white label” products for wholesale purchase to its business clients,  
20 including the scammers who created the Keto Products at issue and who are named as Keto  
21 Doe Defendants herein, for e-commerce and internet marketing brand. On information and  
22 belief, the TFL Defendants also provide fulfillment services consisting of labeling,  
23 packaging, product returns, and other services for its clients, including the Keto Doe  
24 Defendants. Indeed, the packing slips for the Keto Products are identical to the packing  
25 slips generated by the TFL Defendants’ specialized software, which is shown to potential  
26 clients on its website, and the return address listed on the packing slips for the Keto  
27 Products is the Post Office closest to the TFL Defendants’ office in Tampa, Florida.  
28

1           5.     The TFL Defendants have sufficient minimum contacts with this State and/or  
2 sufficiently availed themselves of the markets in this State through their return processing  
3 of the Keto Products to consumers in this State, including this District, to render the  
4 exercise of jurisdiction by this Court permissible. As the return processor, the TFL  
5 Defendants are aware of the locations of dissatisfied customers who submit the products  
6 for return, including those customers residing in this District. As described in further detail  
7 herein, each Defendant purposely directed their conduct towards California residents.

8           6.     Defendant Beyond Global Inc. sold the Keto Products and is subject to  
9 personal jurisdiction because it purposely directed its advertising and sales to California  
10 residents as described herein.

11          7.     Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(a) and (b) because  
12 a substantial part of the events giving rise to Plaintiffs' claims occurred while they resided  
13 in this judicial district, including purchasing the Keto Products at issue.

14                               **NATURE OF THE ACTION**

15          8.     This action involves a form of fraud and cybercrime that has become  
16 increasingly common—and lucrative—across the Internet. This particular scam is designed  
17 to lure consumers into purchasing worthless weight-loss pills branded “Ultra Fast Keto  
18 Boost” and “Instant Keto” (collectively, “Keto Products”) by using fake celebrity and  
19 magazine endorsements and claiming that well-known celebrities have endorsed the Keto  
20 Products. The operators of this scam deceive consumers by falsely advertising that the  
21 purchase prices of the Keto Products are significantly lower than the amounts actually  
22 charged to the victims' debit or credit cards.

23          9.     The scammers' only goal is to fraudulently obtain the victims' credit card and  
24 bank account information. Once they have it, they send their victims five bottles of bogus  
25 Keto Products (more than what they actually agreed to purchase), and then charge their  
26 victims the exorbitant price for all five bottles, a fact to which the victims never agreed and  
27 were never properly informed. Simply put, the scammers brazenly overcharge their victims  
28 for Keto Products that they never intended, nor consented, to purchase.

1           10. Using multiple websites, the scammers present one face to the consumer—a  
2 “landing page” website offering consumers to “Buy 3 Bottles, Get 2 Free” and “Buy 2  
3 Bottles, Get 1 Free” with advertised prices around \$120 or less, without any upfront  
4 disclosure that, in truth, the consumer will be sent five bottles of pills – regardless of the  
5 number of bottles the consumer chose to purchase - and will be billed for all five bottles at  
6 a price around \$200. They present a completely different face to the banks and credit card  
7 companies investigating complaints and requests for chargebacks, which is a second  
8 website appearing to fully comply with the law and fully disclose the actual prices of the  
9 bottles. However, the second website—the “false front”—is never viewed by the  
10 consumer. Instead, the consumer purchases the product from one of the landing pages on  
11 a completely different website. Consequently, consumers are left with no recourse because  
12 the scammers have defrauded their banks and credit card companies into believing the  
13 consumers consented to be billed the actual prices that are listed on the “false front”  
14 website, when in fact they did not.

15           11. These scammers operate in rings, as described in Exhibit 1. Those rings  
16 generally include: (1) the marketers/branders of the products, including Beyond Global  
17 Inc., who create the landing pages to lure unwitting victims to purchase the Keto Products  
18 and also operate a “false front” website to avoid detection by the banks and credit card  
19 companies, (2) the fulfillment companies, including the TFL Defendants, who provide  
20 generic “white label” products to the marketers/branders, assist the marketers/branders  
21 with affiliate marketing and advertising, distribute the products to unwitting consumers  
22 nationwide, and handle returns when customers complain, (3) the affiliate networks, who  
23 offer generic landing pages for the marketers/branders to simply add the name of their  
24 product and logo on the bottle and connect the marketers/branders to individual affiliates  
25 who are paid to advertise the fake celebrity and magazine endorsements, (4) the companies  
26 who provide specialized software for the scammers to create their landing pages and “false  
27 front” websites and to utilize multiple merchant accounts and chargeback/re-billing  
28 screening in order to avoid fraud detection by banks and credit card companies, and (5) the



1 “crooked processors” who assist the scammers in avoiding detection by bank and credit  
2 card companies.

3 12. These rings of scammers are structured in this way in the mistaken belief that  
4 the members of the ring will avoid liability by pretending to be legitimate businesses and  
5 pretending to have no knowledge of the actions of the others. But every member knows  
6 full well what they are doing—the marketers/branders intentionally seek out affiliates to  
7 do their dirty work under the pretense of “independent contractor” agreements and operate  
8 different websites to avoid fraud detection by banks and credit card companies, the  
9 fulfillment companies, including the TFL Defendants, handle numerous consumer  
10 complaints for the unauthorized billing of products the consumers did not purchase, the  
11 affiliate networks offer generic landing pages for the marketers/branders to simply add the  
12 name of their product and logo on the bottle and connect the marketers/branders to  
13 individual affiliates who are paid to advertise the fake celebrity and magazine  
14 endorsements, as well as the “crooked processors” who openly pitch themselves as being  
15 able to help their clients avoid fraud detection and chargebacks.

16 13. Although the marketers/branders of the Keto Products are unknown at this  
17 time (other than Beyond Global Inc.) and, therefore, referred to as “Keto Doe Defendants”  
18 herein (with Beyond Global Inc. included in that definition), the TFL Defendants should  
19 be held jointly and severally liable for the fraud perpetrated by the Keto Doe Defendants.  
20 The TFL Defendants knowingly enabled the Keto Doe Defendants to operate the Keto  
21 scam—and similar scams—and perpetrated the fraud against consumers.

22 14. Indeed, as described in detail herein, all of the Defendants together created a  
23 lucrative enterprise selling the Keto Products and they have defrauded countless  
24 consumers, including Ms. Sihler and Ms. Bavencoff.

25 15. This lawsuit seeks to hold accountable the members of the Keto scam that  
26 defrauded Ms. Sihler and Ms. Bavencoff, defrauded their banks and credit card companies,  
27 and defrauded many other consumers as well.  
28

## **THE PARTIES**

### **Plaintiffs**

16. Plaintiffs Janet Sihler is a citizen of the State of California and resides in the city of Coronado, County of San Diego, California, where she resided at the time of her purchase of the “InstaKeto” product.

17. On or around December 11, 2019, Ms. Sihler signed up for a “Buy 3 bottles, Get 2 free” promotion of the InstaKeto product with the expectation that she would be billed for three bottles of the product at \$39.74 each bottle, and she would receive two additional “free” bottles, for a total purchase price of \$119.22. Without her knowledge or authorization, Ms. Sihler’s debit card was overcharged \$198.70, which represents the total price for five bottles at \$39.74 each. A few days later, she received five bottles branded “Instant Keto.” Ms. Sihler called the Customer Service number listed on the packing slip to dispute the charge, but she was unable to obtain a refund. In fact, the customer service representative informed Ms. Sihler that she would have to ship the bottles back at her own expense to obtain even a partial refund. Ultimately, Ms. Sihler never recovered any of the money taken from her by Defendants.

18. Plaintiffs Charlene Bavencoff is a citizen of the State of California and resides in the city of Santee, County of San Diego, California, where she resided at the time of her purchase of the product. On or around October 14, 2019, Ms. Bavencoff saw a Facebook advertisement for “Ultra Fast Keto Boost” and clicked through to a fake news article claiming the product was endorsed unanimously by all six celebrity sharks on the hit series, “Shark Tank.” Ms. Bavencoff reviewed the purchase options and chose one of the options where she would receive additional bottles at no cost. Like Ms. Sihler, Ms. Bavencoff had the same expectation—that she would not be billed for the additional “free” bottles. Several days later, she received five bottles of “Ultra Fast Keto Boost.” However, without her knowledge or authorization, Ms. Bavencoff’s credit card was overcharged \$198.70, which represents the full price of \$39.74 for each bottle.



1 card or debit card processing (collectively, the “Doe Defendants”). The true names and  
2 capacities of the Doe Defendants sued herein as JOHN DOE 1 through 10, inclusive, are  
3 currently unknown to Plaintiffs, who therefore sue such Defendants by fictitious names.  
4 Each of the Doe Defendants designated as a JOHN DOE is legally responsible for the  
5 unlawful acts alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to  
6 reflect the true names and capacities of the JOHN DOE Defendants when such identities  
7 become known.

8 25. Plaintiffs are informed and believe, and based thereon allege, that each of the  
9 Defendants aided and abetted one another by providing substantial encouragement and/or  
10 assistance in doing the acts alleged herein, with knowledge of the wrongful nature of the  
11 conduct and the harm to Plaintiffs that would result therefrom. There is, and was, a  
12 substantial causal connection between the conduct of the aider and abettor and the harm to  
13 Plaintiffs, and the encouragement and/or assistance was a substantial factor in causing the  
14 resulting harm. As a result, Defendants are not only liable for their direct torts and tortious  
15 conduct but are secondarily liable to Plaintiffs as a result of their aiding and abetting.

## 16 **FACTUAL ALLEGATIONS**

### 17 **Background on the Scam**

18 26. The Internet has been plagued in recent years by a flood of scams enticing  
19 consumers into purchasing worthless weight-loss products by using fake news articles, fake  
20 celebrity endorsements, and fake customer reviews that boast miraculous results and  
21 benefits of the products—none of which are true. The scammers advertise their products  
22 for a certain price, including promotional offers such as “Buy 3 Bottles, Get 2 Free,” then  
23 send all of their victims five bottles of the product, regardless of the number of bottles they  
24 actually purchased. The customers soon discover that their debit or credit cards are  
25 overcharged for all five bottles that they did not order and never intended to purchase—a  
26 “straight sale” scam that is anything but straight.

27 27. The scammers make the refund and return process virtually impossible, and  
28 as a result, most customers are unable to recover their money, including Ms. Sihler and

1 Ms. Bavencoff. This has become a lucrative business as the scammers churn out the same  
2 bottles of bogus weight-loss products with different names and labels to continue  
3 perpetrating their scheme. The efforts by the Federal Trade Commission (“FTC”) and  
4 other regulators to shut down these scams has created a virtual “whack-a-mole” in that  
5 scammers can close up shop with one bogus product, then quickly and easily start selling  
6 another product using the same fraudulent techniques.

7 28. These scams are not just deceptive—they are criminal. This lawsuit seeks to  
8 shut down the ring of scammers who defrauded an unknown number of people, including  
9 the named plaintiffs, Janet Sihler and Charlene Bavencoff.

10 29. The Better Business Bureau (“BBB”) issued a study in December 2018 titled  
11 “Subscription Traps and Deceptive Free Trials Scam Millions with Misleading Ads and  
12 Fake Celebrity Endorsements.” *See* Exhibit 1 attached hereto. Written by C. Steven Baker,  
13 an International Investigations Specialist for the BBB and former Director for the Midwest  
14 Region of the FTC, the report explains in detail the tactics used by scammers to exploit  
15 customers who are unaware of their fraudulent techniques.

16 30. According to the report, these scams have “infested the internet and social  
17 media.” Ex. 1, at p. 1. Although the report focuses on “free trial” scams, the same fraudulent  
18 techniques used by those scammers are used by the Defendants here, and in fact, the scam  
19 here is an evolution of the “free trial scam” designed to avoid FTC scrutiny by billing for  
20 a group of unordered bottles all at once, rather than through a continuity subscription. The  
21 similarities are clear. For example, all of these scams start out the same way: “You’ve seen  
22 them on the internet: ads or links leading to pictures of celebrities and products that sound  
23 intriguing. The ads claim these ‘miracle’ products will help you lose weight easily, combat  
24 wrinkles or whiten teeth. Often, fraudulent operations involved with these types of ads  
25 employ the latest internet marketing techniques and professional looking websites.”

26 31. While victims of the traditional “free trial scam” are enticed to purchase  
27 products through a “risk-free” trial, victims of this “straight sale” scam like Ms. Sihler and  
28 Ms. Bavencoff are enticed by the promise of “free bottles.” They are subjected to fake

1 celebrity endorsements and fake customer reviews showing extreme weight loss, as well  
2 as the promotional offers to receive “free” bottles of the product. Later, they are shocked  
3 to discover that their debit or credit cards have been charged almost \$200. The report  
4 continues: “There may be a risk that the product doesn’t work as claimed, but it costs next  
5 to nothing to find out. Just enter your name, address and credit card number and act quickly;  
6 supplies are limited. Better Business Bureau’s (BBB’s) in-depth investigative study found  
7 that many of these free trial offers are not free. They do not just send free product samples  
8 to try. If you can locate and read the fine print on the order page, or the terms and conditions  
9 buried by a link, you’ll discover that you may have only 14 days to receive, evaluate and  
10 return the product to avoid being charged \$100 or more. In addition, the same hidden  
11 information may state that by accepting the offer, you’ve also signed up for monthly  
12 shipments of the products. Those also will be charged to your credit card and become  
13 subscription traps. Many people find it difficult to contact the seller to stop recurring  
14 charges, halt shipments and get a refund.” Ex. 1, at p. 1.

15 32. The Defendants used similar fraudulent techniques to perpetrate their illegal  
16 scam here—indeed, they learned them through a long history of perpetrating “free trial  
17 scam” prior to changing their methods to offering “free bottles.” And as the BBB  
18 recognized in its study, the sellers of these products are not the only active participants in  
19 these scams: “The fraud involves a variety of players, from those who obtain the products  
20 to advertisers, shippers and credit card processors.” Ex. 1 at 1.

21 33. For example, the companies involved often hire “affiliates” to place  
22 advertisements for them or to create fake celebrity ads, paying them commissions. Ex. 1  
23 at 3. Those affiliates are often hired or paid through a separate “affiliate network.” *Id.*

24 34. The BBB describes the role of affiliates and affiliate networks as follows:  
25 “Many fake free trial offers use affiliate networks to advertise their products. Someone  
26 who wants to drive traffic to their website hires an affiliate network, which in turn hires  
27 individual affiliates to place advertising. The affiliates often buy space for ads or sponsored  
28 content on popular websites. Clicking on one of these ads will take people to a website



1 where products are sold, or to a ‘landing page’ that then refers users to the main site for the  
2 product. Commissions are paid to the affiliate network, which in turn pays the affiliates.  
3 Affiliates can either be paid per click or per order placed. Commissions for these  
4 misleading ‘free trial’ offers can be \$30 to \$50 for every person who signs up.” Ex. 1 at 6.

5 35. Another typical player in the scam operations is the “fulfillment company”—  
6 which is a company that manufactures and ships the products to consumers, but in fact  
7 plays a much greater role in the scam, acting as consultants and creating turn-key scam  
8 products knowing full well how they are being sold. The BBB study makes clear that these  
9 fulfillment companies are active participants: “The free trial offer operations also have to  
10 get the product shipped to victims. Often, fraudulent free trial operations use fulfillment  
11 companies to ship the products and, presumably, accept returns.” Ex. 1, at p. 9.

12 36. A final type of participant in these scams are third party companies which  
13 assist in preventing the scammers from losing their merchant accounts with credit card  
14 companies or otherwise being flagged for their fraud: “Using a crooked processor. Banks  
15 that offer credit card processing hire Independent Sales Organizations (ISO’s) to solicit  
16 and sign up merchants for them. The banks require that these agents comply with detailed  
17 rules before opening accounts to determine if they are legitimate and to monitor their  
18 activity for signs of fraud, such as reviewing chargeback rates and other suspicious activity.  
19 But what if those providing processing services are in on the fraud? The FTC has sued a  
20 number of these ISOs over the years, often alleging that these third parties were aware of  
21 the fraud or actively assisted in helping a fraudulent company evade the rules of the credit  
22 card system. For example, in one FTC case an ISO spread the credit card charges over 26  
23 merchant accounts to disguise the fraud activity.” Ex. 1 at 11.

24 37. The fact that “affiliate marketing” is rife with illegal scam operations is well  
25 known in the industry. At the *Affiliate Summit West* in 2019, the preeminent conference for  
26 affiliate marketers, the keynote speaker, Neil Patel, repeatedly acknowledged in frank  
27 language how widespread such scams are among Internet marketers and among attendees  
28



1 of the conference:<sup>1</sup>

2  
3 The sad reality is, at least for a lot of affiliates, the way affiliate marketing  
4 was a few years ago isn't gonna exist anymore and it's gonna get tougher and  
5 tougher. You know, I remember years ago in San Diego I was meeting some  
6 friends and they're like, yeah, we're selling some skin care product, we got to  
7 zero to \$100 million dollars a year in revenue in twelve months with a brand  
8 new company. Those days are long gone. **As you can guess some of those  
9 guys probably got hit by the FTC as well.**

10 38. Mr. Patel continued:<sup>2</sup>

11 I've got a marketing blog. I see what a lot of affiliate marketers think 'cause  
12 a shit load of 'em hit me up every single day, I think I'm number one on  
13 Google for affiliate marketing. I could be wrong, maybe number two. Either  
14 way I just get a ton of affiliate marketing traffic. So, let's go over fact number  
15 one: how affiliates currently make money. And hopefully you guys don't get  
16 offended, I'm just gonna be stating the facts. Churn and burn model with  
17 Facebook accounts. You guys know what I'm talking about, you used to pay  
18 people fifty bucks, it used to be crazy back in the day, people were paying  
19 hundreds of dollars for Facebook accounts and then they would churn and  
20 burn 'em. You guys familiar with this? No? I love it, you have the biggest  
21 smile and you're like, no, and now you're turning away, you're like don't look  
22 at me, hopefully no camera's on me. (LAUGHTER). That's okay. Everyone  
23 has to make a livin'. Hopefully you crushed it while you can. **The next model:  
24 fake news landing pages. "The Shocking Reason Why Joy Behar Is  
25 Quitting The View."** Well it's because she took this new wrinkle cream.  
26 (LAUGHTER). She looked ten years younger and now this is what she's  
27 selling. And you know what? Joy's story is so amazing, on that landing page  
28 is also a testimonial from her friend Oprah. (LAUGHTER). On how this  
wrinkle cream also made Oprah look twenty years younger. And you know  
what? Oprah also lost ten pounds while taking this wrinkle cream.  
(LAUGHTER). She was so addicted to it she was taking it at night, but luckily  
when her power went off she had one of those flashlights, the survival ones.  
(LAUGHTER). Right?

---

<sup>1</sup> Neil Patel, *The Future of Affiliate Marketing: It's Not What You Think*,  
<https://www.youtube.com/watch?v=2hUdbztKLY4> at 0:20 (last visited Jan. 3, 2019)  
(emphasis added).

<sup>2</sup> *Id.* at 5:41.

1           **That's how affiliate marketers make money. And again, I've seen it,**  
 2           **there's nothing wrong with it. Some of you guys do straight sells, so when**  
 3           **they click from that Oprah landing page, they go into a straight sell**  
 4           **instead of forced continuity.** And that's fine as well. And again this is forced  
 5           continuity, you tell 'em it's a free trial, but they don't really see in the fine  
 6           print that they're gonna get billed every single month. And then you target the  
 7           older demographics who have no idea why they're continually getting  
 8           rebilled. **And then some of you guys have what's called a quote-unquote**  
 9           **hell room that just deals with the calls. And the refunds. Or the credit**  
 10           **card processors where you guys rotate up the chargebacks so then that**  
 11           **way, then you guys can keep processing the money.**

12           39. Mr. Patel acknowledged that a widespread FTC crackdown was occurring:<sup>3</sup>

13           The FTC has been cracking down on certain companies and industries, hence  
 14           you're seeing a lot less forced continuity. You guys, many of you have issues  
 15           with credit card processing, so you'll do things like, I forgot what the saying  
 16           is but they rotate up the MIGS or the MIDS, I don't know what the saying is  
 17           but it's more so they're controlling where the chargebacks are going.

18           40. Mr. Patel described the FTC efforts to target not just affiliate marketers but  
 19           companies such as Facebook:<sup>4</sup>

20           But they get pressure. 'Cause those old grandmas are like, hey! Facebook  
 21           screwed me over! They sold me this wrinkle cream! One, I still have my  
 22           wrinkles. Two, they keep advertising these false products. So they get  
 23           pressure. The government doesn't just want to stop the companies, they go to  
 24           the source and say, stop them from advertising.

25           41. At a Keynote Panel that followed Mr. Patel's speech, several panelists who  
 26           operate affiliate networks addressed the same issue. An audience member who was  
 27           inexperienced in the industry posed the following question about the fake news articles

---

28           <sup>3</sup> *Id.* at 10:10.

<sup>4</sup> *Id.* at 16:16.

1 used by many affiliate marketers:<sup>5</sup>

2  
3 **Ok, I'm relatively new to the affiliate game myself.** Uh, I started my  
4 business at home, and I have to say that I'm very pleased with the industry  
5 coming out of 25 years of health care. So, my question is, what are the  
6 regulations from the Federal Trade Commission that publishers are gonna  
7 have to deal with that's gonna impact our revenue? And is the fed—you guy's  
8 dealing with the Federal Trade Commission, would that impact us? You guys.  
9 If there was something that you guys had—you had to deal with, that, would  
10 that impact the way we do business with you? .... What is the government  
11 looking at as far as publishers, you know, I mean, what do we, what, in the  
12 next five years, is gonna be the regulations for us in content? **Like the fake**  
13 **news stuff. Everybody talk about the fake news, but nobody even, like,**  
14 **call people who put fake news out. Nobody calls 'em on it. You know, they**  
15 **continue to do it. If I wanted to put something up about one'a you guys,**  
16 **fake news, what would stop that? You know? What type'a federal laws**  
17 **are gonna be put in place to keep that from happening?**

18 42. The inexperienced audience member may not have understood why these  
19 illegal practices were being tolerated by the industry, but the panel knew perfectly well.  
20 And their response gave away the game. Todd Crawford, the Vice President of Strategic  
21 Initiatives at Impact Radius, a company that connects affiliates to advertisers, responded  
22 as follows:<sup>6</sup>

23 Well, you know, the FTC requires you to disclose that you're earning money  
24 from your links, that you may be earning money for referring sales. **You**  
25 **know, if you're promoting fake news, I think that's more of a brand**  
26 **decision or maybe a network decision on their policy of what they accept.**  
27 I mean, we even have criteria that, in our marketplace environment, you have  
28 to, you know, you can't do certain things that maybe a brand would work with  
you direct through. So, it, I think there's no simple answer there but the big  
picture is the disclosures by the FTC, because they're going to come after you.

---

26 <sup>5</sup> Affiliate Summit West 2019 Keynote Panel,  
27 <https://www.youtube.com/watch?v=6KRA8fL6hp0&t=281s>, at 50:02 (last visited Feb. 9,  
28 2020) (emphasis added).

<sup>6</sup> *Id.* (emphasis added).

1           43. Earlier in the panel, Mr. Crawford commented on a question about what  
2 affiliate networks do when fraud is detected on their networks:<sup>7</sup>

3  
4           Well, for example, this is years ago. I helped found Commission Junction. So  
5 when I was working there, a very large publisher violated the agreed upon  
6 terms that everybody else in here had agreed to, and we kicked ‘em out for  
7 over a year, and no other network did anything.... [I]n the U.S., it’s so spread  
8 out, and it is kinda this every man or woman for themselves. And they’re  
9 gonna run their business how they want. I’m all for it, but...

10           44. Mr. Crawford’s statements make clear that the companies that are supporting  
11 the scammers are making a policy decision to allow that conduct to occur on their networks.  
12 And he further makes clear that some businesses have chosen not to work with these  
13 scammers, and that they are perfectly capable of doing so. The companies that work with  
14 the scammers are making voluntary, intentional, and knowing decisions to do so—and they  
15 are making that choice because it is an extremely profitable one.

16           45. Tellingly, representatives for the TFL Defendants attended both the *Affiliate*  
17 *Summit West* in Las Vegas, where Mr. Patel and Mr. Crawford were the keynote speakers,  
18 and the *Affiliate Summit East* in New York. Upon information and belief, these  
19 representatives attended the conferences specifically for the purpose of finding scammers  
20 to be their clients.

21           46. The attitude of Mr. Patel and others in the affiliate marketing “industry” that  
22 “there’s nothing wrong with” this behavior is deeply disturbing: there is in fact something  
23 quite wrong with targeting the unwitting consumer, the poor, and the elderly with fake  
24 news advertisements and fake “free bottle” promotions for the purpose of defrauding their  
25 debit and credit cards before the victim notices. It is little more than outright theft  
26 conducted under the barest fig leaf of a “business”—and it is precisely what the Defendants  
27 were doing here.

---

28           <sup>7</sup> *Id.* at 21:44.

1           47. These scams generally involve more than one individual or companies  
2 conspiring together and generally playing the roles described above. Believing that they  
3 can pretend that their affiliates are independent contractors, or that they can pretend to see  
4 no evil and hear no evil and thus escape legal liability, the conspirators work together as a  
5 group to profit from the fraud. But they are quite wrong to believe that they are safe—every  
6 member of these conspiracies knows full well what they are doing, and every member is  
7 jointly and severally liable for the conduct of the others.

8                           **Plaintiffs Janet Sihler and Charlene Bavencoff are Two of**  
9                           **Many Victims of the Keto Scheme**

10           48. On or about December 11, 2019, Plaintiffs Janet Sihler saw an advertisement  
11 for a weight loss product called “InstaKeto” as she was browsing the Internet. The  
12 advertisement stated the product was featured on the well-known television show, “Shark  
13 Tank.” She clicked on the advertisement, which took her to the InstaKeto landing page,  
14 where she purchased the bottles.

15           49. Ms. Sihler entered her credit card information and expected to be taken to a  
16 final review and submit page that would show her the total purchase price. Instead, the  
17 next page stated: “Your order has been submitted.”


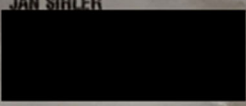
18           50. Ms. Sihler subsequently received a charge on her debit card for \$198.70. The  
19 charge on her debit card showed the merchant account as “VYA\*KETOBOOST  
20 8889700695 Port Orange FL.”

21           51. A few days later, she received five bottles branded “Instant Keto” with a  
22 packing slip. The packing slip did not show any prices.<sup>8</sup>

23  
24  
25  
26  
27  
28  

---

<sup>8</sup> Image redacted to remove Ms. Sihler’s address.

ULTRA FAST KETO BOOST 3201 HILLSBOROUGH AVE 153201-1378 TAMPA FL, 33684		 8623795						
<b>Bill To:</b>	<b>Ship To:</b> JAN SIHLER 	ShpDate: 2019/12/11 SLSORD: 560677 REF: 11907590-17061 SHIPPER: Ultra Fast Keto Boost SHPORD#: 35151						
<table border="1"> <thead> <tr> <th>SKU</th> <th>QTY</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>KetoBoost</td> <td>5</td> <td>KetoBoost</td> </tr> </tbody> </table>	SKU	QTY	Description	KetoBoost	5	KetoBoost		
SKU	QTY	Description						
KetoBoost	5	KetoBoost						
Thank you for your order!								
r14.8.160								

52. Although the five bottles were labeled “Instant Keto,” the packing slip described the bottles as “KetoBoost” and identified the shipper as “Ultra Fast Instant Keto” with an office located at 3201 Hillsborough Avenue 153201-1378, Tampa, Florida, 33684.

53. Ms. Sihler called the Customer Service telephone number to request a refund. The Customer Service representative flatly refused and informed Ms. Sihler that she would have to ship the bottles back at her own expense to obtain even a partial refund. Ms. Sihler was never able to recover her money.



54. Similarly, on or about October 14, 2019, Plaintiff Charlene Bavencoff saw an advertisement on Facebook for a weight-loss product called “Ultra Fast Keto Boost.” She clicked on the advertisement, which took her to a fake news article claiming the product was featured on “Shark Tank.” She clicked on the advertisement, which took her to the Ultra Fast Keto Boost’s landing page, where she purchased the bottles.

55. Ms. Bavencoff subsequently received a charge on her card for \$198.70. The charge on her credit card showed the merchant account as “UltraFast Keto Boost 8444-



7041211NV.”

56. A few days later, she received five bottles branded “Ultra Fast Keto Boost” with a packing slip. The packing slip does not show any prices.<sup>9</sup>

ULTRA FAST KETO BOOST 3201 HILLSBOROUGH AVE 153201-1378 TAMPA FL, 33684		
		8172152
<b>Bill To:</b>  	<b>Ship To:</b> CHARLENE BAVENCOFF 	ShipDate: 2019/10/15 SLSPORD: 354769 REF: 11457221-17061 SHIPPER: Ultra Fast Keto Boost SHPORD#: 29631
<b>SKU</b>	<b>QTY</b>	<b>Description</b>
Ultra Fast Keto Boost	5	Ultra Fast Keto Boost
Thank you for your order!		
		r14.8.56

57. Ms. Bavencoff tried one bottle for a few weeks; however, she decided the product did not work so she did not use it any further. When she tried contacting Customer Service to obtain a refund, the phone number was disconnected. Like Ms. Sihler, Ms. Bavencoff has not been able to recover her money from Defendants.

58. Although Ms. Sihler and Ms. Bavencoff purchased different products, their packing slips for “InstaKeto” and “Ultra Fast Keto Boost” are virtually identical. Both packing slips have the same layout with the same fields, label size, and font. The shipper’s name and return address are identical as Ultra Fast Instant Keto, 3201 Hillsborough Avenue

<sup>9</sup> Image redacted to remove Ms. Bavencoff’s address.



1 153201-1378, Tampa, Florida, 33684.

2 59. Both Ms. Sihler and Ms. Bavencoff were injured by Defendants’  
3 misrepresentations and unfair and unlawful business practices. They suffered a loss of time,  
4 inconvenience, and a loss of money. They paid more for the products than they would have  
5 had they been aware that Defendants’ representations were false, and ended up with  
6 products that were overpriced, inaccurately marketed, and did not have the characteristics,  
7 qualities, or value promised by Defendants, and therefore suffered injury in fact.

### 8 **The Keto Scam:**

#### 9 **A Victim Encounters the Product Advertisement through a “Sales Funnel”**

10 60. The “sales funnel” for the Keto Products - the series of websites which leads  
11 a victim to sign up for a fraudulent purchase—is typical of the scams about which the FTC  
12 and BBB have issued repeated warnings to consumers.

13 61. The victim initially encounters an advertisement for the product through a  
14 third-party site, such as Facebook, which takes the victim to one of the product’s landing  
15 pages. Both Ms. Sihler and Ms. Bavencoff viewed online advertisements claiming that the  
16 “InstaKeto” and “Ultra Fast Keto Boost” products were unanimously endorsed by all six  
17 celebrity “sharks” on Shark Tank.

18 62. Many of these landing pages are hidden from search engines, they are made  
19 inaccessible to anyone who does not view an advertisement, or they are deleted after a few  
20 weeks or months to avoid detection. While the specific pages Ms. Sihler and Ms. Bavencoff  
21 viewed are unknown, there are two known landing pages for the Keto Products.<sup>10</sup>

22 63. One of the known “Ultra Fast Keto Boost” affiliate pages is titled “Weight  
23 Loss Supplement That Naturally Burns Fat Gets Biggest Deal in Shark Tank History.”<sup>11</sup>

---

25 <sup>10</sup> For Ultra Fast Keto Boost, the landing page is <https://ultrafastketoboost.com>. For  
26 InstaKeto, the landing page is <http://instaketo.com>.

27 <sup>11</sup> Although the webpage is designed to look legitimate, the actual URL is:  
28 [https://santa-claus.clientsshopping.com/?Flow=6915668891661758&uid=e20839cde0417e819ec6e97d0cfac59e&access\\_token=E2gaoH9-zGoFuJ4UuAJGbZrKbDdqeJrKIOD5sF36h=4JuENPNzjMeyrNVUuNXCZ5iWIDdycyr](https://santa-claus.clientsshopping.com/?Flow=6915668891661758&uid=e20839cde0417e819ec6e97d0cfac59e&access_token=E2gaoH9-zGoFuJ4UuAJGbZrKbDdqeJrKIOD5sF36h=4JuENPNzjMeyrNVUuNXCZ5iWIDdycyr)

1 The webpage is designed to mimic the format of a legitimate news article with a “Vane  
2 Local” logo at the top. A banner running under the title claims that Ultra Fast Keto Boost  
3 has been featured in a variety of legitimate publications and beauty websites: Us, New You,  
4 Shape, HauteLook, Time, Health & Fitness. The advertisement urges victims to “CLICK  
5 HERE to Claim Your Special Offer of Ultra Fast Keto Boost.”

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28 

---

AHugAysXC96b2wOvHNuyGndtJ48w8mpl (last accessed Jan. 20, 2020). This webpage  
is no longer accessible.



LOVE CELEBS BEAUTY GIFT IDEAS

## Weight Loss Supplement That Naturally Burns Fat Gets Biggest Deal In Shark Tank History

featured in

US NEW YOU SHAPE HAUTELOOK TIME health&fitness



(Wednesday, March 11, 2020 Thursday, September 5, 2019) - It was the most watched episode in Shark Tank history when sisters Anna and Samantha Martin won over the Shark Tank panel.

Never before had the judging panel unanimously decided to each invest over 1.3 million dollars into a potential company.

After buying a staggering 25% share in the sisters company, the Shark Tank panel have personally mentored the pair, helping them undergo re-branding and re-packing of their miracle product.

Touting their discovery as "a great step forward in weight loss history, the panel were quick to offer up their hard earned cash to back the entrepreneurial pair. "We were shocked. The most we were hoping for was some advice...we weren't even sure that we would manage to get any investors," explained Samantha. After outstanding offers from each panel member, the sisters burst into tears.

The judges were amazed that one product was able to do all of the following:

- Increase Resting Metabolism More Than 130%
- Flush Out Harmful Toxins
- Lose weight more easily
- Block Excess Fat Production By 110%
- Curb appetite and feel fuller longer
- Improve mood and sense of well-being
- Improve Sleep By 80%
- Lower blood pressure
- Reduce cholesterol
- Decrease body fat
- Regulate blood sugar levels

"It didn't feel real. The fact that all these successful, business-minded people wanted to be apart of [Ultra Fast Keto Boost](#) and what we were doing was very emotional!" explained Anna.

The pair are the first contestants in the show's long duration to ever receive a standing ovation and offers of investment from all five panel members. The sisters said they celebrated the success with champagne and cake when the episode wrapped.



### READER RESULTS



Lacey Brown, age 53 submitted this photo of her results with [Ultra Fast Keto Boost](#). You look great, Lacey!

"[Ultra Fast Keto Boost](#) is the absolute best weight loss product I've ever used. I thought my days of looking young and thin were long gone. I can't thank you enough for this!"

Lacey Brown,  
Cronulla

### BEFORE & AFTER



"I've been trying to lose the same 10 lbs for what feels like forever now. [Ultra Fast Keto Boost](#) got rid of it in only 2 weeks! Thanks so much!"

Andrea Taylor,  
Gold Coast

### BEFORE & AFTER



"For the first time in forever I am finally happy when I look in the mirror every morning. I haven't felt this confident in a long time!"

Kelly Smith,  
Melbourne CBD



The sisters were the first contestants in Shark Tank history to receive investment offers from all five panel members.

Since filming their episode, the sisters have been hard at work putting the advice of their mentors into play.

"We completely re-branded our company and came up with new packaging," said Anna.

The pair recently unveiled the product that netted them millions of dollars in investments and made it for sale across Australia and soon to be worldwide.

"The two products we displayed on the show have been rebranded into the [Ultra Fast Keto Boost](#). It's the original formula, all we've done is change the name and the packaging," explained Samantha.

The sisters first launched the products for sale through their [company website](#) and say they sold out within 5 minutes.

"We even made sure we had more product than we thought we could sell, but all of it sold out within five minutes!" exclaimed Samantha.

While the Shark Tank investors are toasting to their smart business move, women across Australia are flocking online to purchase [Ultra Fast Keto Boost](#) and say the results have been life-changing.

Clinical trials of the [Ultra Fast Keto Boost](#) have uncovered that women who used the [Ultra Fast Keto Boost Dietary Supplement](#) were able to lose an average of 21 lbs in 1 month and with continued use keep the weight off.

"[Ultra Fast Keto Boost](#) is revolutionizing weight loss methods," explained Barbara Corcoran from Shark Tank.

## WOMEN AND MEN LOVE [Ultra Fast Keto Boost](#)

64. The fake news article claims that the Shark Tank judging panel "unanimously decided to each invest over 1.3 million dollars" in the Ultra Fast Keto Boost product, which was purportedly a company run by two sisters named Anna and Samantha Martin. In fact, there are no such sisters: the women pictured are Shelly Hyde and Kara Haught of Raising

"For the first time in forever I am finally happy when I look in the mirror every morning. I haven't felt this confident in a long time!"

**Kelly Smith,**  
**Melbourne CBD**

### Special Offer

#### ✓ Step 1:

[CLICK HERE to Claim Your Special Offer of Ultra Fast Keto Boost](#)



Special Offer Are Limited.  
Expires: Wednesday, March 11, 2020

[GET YOUR BOTTLE >>](#)

### BEFORE & AFTER



1 Wild Swimwear, who appeared on Shark Tank in Season 8, but who have no affiliation  
2 with Ultra Fast Keto Boost.<sup>12</sup>

3 65. The fake news article claims the Shark Tank judges were “amazed” that the  
4 Ultra Fast Keto Boost product could do all of the following—“increase resting metabolism  
5 more than 130%, flush out harmful toxins, lose weight more easily, block excess fat  
6 production by 110%, curb appetite and feel fuller longer, improve mood and sense of well-  
7 being, improve sleep by 80%, lower blood pressure, reduce cholesterol, decrease body fat,  
8 and regulate blood sugar levels”—a complete falsity. The article features a photograph of  
9 all six “sharks”—Mark Cuban, Kevin O’Leary, Daymond John, Barbara Corcoran, Lori  
10 Greiner, and Robert Herjavec. The “sharks” are pictured toasting with champagne,  
11 presumably to their new investment in Ultra Fast Keto Boost.

12 66. The webpage also provides numerous “before and after” photographs of  
13 people who have apparently experienced extreme weight loss, all of which is attributed to  
14 the Ultra Fast Keto Boost pills.

---

27 <sup>12</sup> *Raising Wild: What Happened To Bathing Suit Sisters After Shark Tank*, 2Paragraphs,  
28 <https://2paragraphs.com/2017/10/raising-wild-bathing-suit-sisters-schooled-by-corcoran-after-shark-tank-as-founders-learn-to-prioritize-launch-sunglasses/>



## WOMEN AND MEN LOVE Ultra Fast Keto Boost



*"Ultra Fast Keto Boost is ground-breaking. 14 kilo in just 3 weeks! I finally have my figure back! They are the only company in the world who are effectively helping women lose weight in a safe, natural and healthy manner."*

### BEFORE & AFTER



*"Thank God I didn't go through with that surgery... I got the same weight loss results, for less than a cup of coffee! I'm so happy!!!"*

**Christina Butler,  
Hobart**

### BEFORE & AFTER



*"I've been using Ultra Fast Keto Boost for 3 months, during that time I've lost 97 lbs! It's been a life-changer for me, it's unbelievable! I haven't felt this healthy since my 20's!"*



*"I've only been using the Ultra Fast Keto Boost for 1 month, and I love it!!!!!! I have seen a visible change in my weight, and best of all my friends are noticing!"*

**Carol Keeton,  
Auckland**

### BEFORE & AFTER

67. The bottom of the page contains fake Facebook comments touting the beneficial effects of the product.



 **Step 1:** [Special Offer of Ultra Fast Keto Boost](#)

**(2094) Viewing The Special Offer**

**GET YOUR BOTTLE >>**

This special offer expires: Thursday, September 5, 2019



## Recent # Comments

[Add a comment](#)**Tohloria Lewis**

Never even thought about combining the products. I am very much pleased after using this product.

Reply. 13 . Like . 12 minutes ago

**Tanya Porquez**

I saw Anna and Trevor presenting Shakra Keto on CNN a while ago and am still using the pill. I've been using the products for about 6 wks. Honestly, this is unbelievable, all I have to say is WOW.

Reply. 6 . Like . 13 minutes ago

**Jennifer Jackson Mercer**

A friend of mine used and recommended it to me 3 weeks ago. I ordered the product and received it within 3 days. The results have been incredible and I can't wait to see what weeks 3 and 4 bring.

Reply. 19 . Like . 25 minutes ago

**Kristy Cash**

I wish I knew about this product before I had liposuction! It would have saved a heck of a lot of money!

Reply. Like . 46 minutes ago

**Katy Barrott**

I can't believe this really worked! I am very much pleased after using this product.

Reply. 43 . Like . about an hour ago

**Amanda Gibson**

I saw this on the news. How lucky is Kim to have been given this opportunity!?!?! Thank you for sharing this article! I just ordered mine.

Reply. 3 . Like . 1 hour ago

**Julie Keyse**

probably I'm a bit more overweight than most of you folks, but Shakra Keto worked for me too! LOL! I can't say anything more exciting. Thanks for the inspiration!

Reply. Like . 2 hours ago

68. The affiliate page repeatedly claims that there is a limited supply of Ultra Fast Keto Boost remaining and urges victims to act quickly before supplies run out. Victims are



told that the “Special Offer” will expire in 15 minutes and the timer then counts down—but but that timer itself is a misrepresentation. There is in fact no limited supply. The website’s code automatically starts a new 15-minute timer every time a user visits the page.

*(Thursday, September 5, 2019) - It was the most watched episode in Shark Tank history when sisters Anna and Samantha Martin won over the Shark Tank panel.*

Never before had the judging panel unanimously decided to each invest over 1.3 million dollars into a potential company.

After buying a staggering **25% share in the sisters company**, the Shark Tank panel have personally mentored the pair, helping them undergo re-branding and re-packing of their miracle product.

Touting their discovery as “a great step forward in weight loss history, the panel were quick to offer up their hard earned cash to back the entrepreneurial pair. “We were shocked. The most we were hoping for was some advice...we weren’t even sure that we would manage to get any investors,” explained Samantha. After outstanding offers from each panel member, the sisters burst into tears.

The judges were amazed that one product was able to do all of the following:

- Increase Resting Metabolism More Than 130%
- Flush Out Harmful Toxins
- Lose weight more easily
- Block Excess Fat Production By 110%
- Curb appetite and feel fuller longer
- Improve mood and sense of well-being
- Improve Sleep By 80%
- Lower blood pressure
- Reduce cholesterol
- Decrease body fat
- Regulate blood sugar levels

*“It didn’t feel real. The fact that all these successful, business-minded people wanted to be apart of **Ultra Fast Keto Boost** and what we were doing was very emotional!” explained Anna.*

The pair are the first contestants in the show’s long duration to ever receive a standing ovation and offers of investment from all five panel members. The sisters said they celebrated the success with champagne and cake when the episode wrapped.

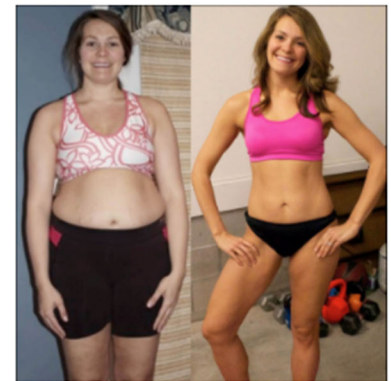
#### BEFORE & AFTER



*“I’ve been trying to lose the same 10 lbs for what feels like forever now. **Ultra Fast Keto Boost** got rid of it in only 2 weeks! Thanks so much!”*

**Andrea Taylor,  
Gold Coast**

#### BEFORE & AFTER



2 Special Offer Slim Down Bottles Left  
14 mins 26 secs

**Claim Yours!**

69. There is a second known affiliate page for Ultra Fast Keto Boost entitled “28+ lbs in 4 Weeks: New No-Exercise ‘Skinny Pill’ Melts Belly Fat. Why Every Judge On Shark Tank Backed This Product!”<sup>13</sup> The webpage is designed to mimic the format of a legitimate news article from Fox News Channel. A banner running under the title claims that Ultra Fast Keto Boost has been featured in a variety of legitimate publications and beauty websites: The New York Times, Today, The Oprah Network, StyleWatch, and Redbook. As the consumer scrolls the page, a constant banner provides a minute-by-minute countdown as to when the purported “Offer” expires, thereby creating an extreme sense of urgency to click through and purchase the product.

**28+lbs in 4 Weeks: New No-Exercise 'Skinny Pill' Melts Belly Fat. Why Every Judge On Shark Tank Backed This Product!**

AS SEEN IN

The New York Times TODAY O StyleWatch redbook

**SHARK TANK'S - IS TAKING ON OBESITY AND WINNING**

**FOX NEWS ALERT**

HOUSE MAJORITY LEADER KEVIN MCCARTHY (R-CAL) SAYS HOUSE WILL CONSIDER

(ET, Sunday, October 6, 2019) Saturday, August 24, 2019) - It was the most watched episode in Shark Tank history when sisters Anna and Samantha Martin won over the Shark Tank panel.

Never before had the judging panel unanimously decided to each invest millions of dollars into a potential company.

After buying a staggering 25% share in the sisters' company, the Shark Tank panel have red the pair, helping them undergo re-branding and re-packaging of their

Ashleigh - Calgary Purchased 7 Bottles of Ultra Fast Keto 15 seconds ago

Offer expires in 14 : 56

**Claim >**

**READER RESULTS**

**BEYOND SHARK TANK**

MEET THE WOMEN WHO ARE HACKING VENTURE CAPITAL

BARBARA CORCORAN ON HOW SHE PICKS WINNERS

HOW TO DOMINATE A NICHE MARKET

WHEN TO OPEN A SECOND LOCATION

CRACKING CHINA ONE STARTUP'S STORY

Sponsored Content Provided By **Ultra Fast Keto**

"I've been trying to get rid of my belly fat for almost the whole puberty.Ultra Fast Keto got rid of them in a month. Thanks so much!"

**Jessica S. Vancouver**

<sup>13</sup> The URL is <https://www.duoduoqianqian.com> (last accessed October 6, 2019). This website is no longer accessible.

70. The fake Fox News Channel article makes the same false claims as the landing page on the so-called “Vane Local” website, and posts the same photo of all six “sharks” - Mark Cuban, Kevin O’Leary, Daymond John, Barbara Corcoran, Lori Greiner, and Robert Herjavec - toasting with champagne, presumably to their new investment in Ultra Fast Keto Boost.

71. The website goes on to claim that “Celebrities Love Ultra Fast Keto” and provides fake endorsements from a number of other celebrities, not just the Shark Tank cast. For example, American Idol star, Jennifer Hudson, is pictured with “before” and “after” photos calling Ultra Fast Keto Boost “her only choice” and that she “had lost a total of 80 pounds and had gone from a size 16 to a size 6.”

## CELEBRITIES LOVE Ultra Fast Keto



***It's been six months since the American Idol alum started her weight-loss journey. Among many slimming pills, Ultra Fast Keto is her only choice. In a October 2018 interview with Redbook, she revealed that she had lost a total of 80 pounds and had gone from a size 16 to a size 6. - Jennifer Hudson***



72. Other celebrities are pictured as endorsers as well. Celebrity talk-show host Wendy Williams supposedly exclaims about Ultra Fast Keto Boost: “I feel amazing...and I finally said, ‘Oh, for God’s sake, stop worrying about my weight,’ and it may be the best thing I’ve ever done!”



*“I feel amazing...and I finally said, ‘Oh, for God’s sake, stop worrying about my weight,’ and it may be the best thing I’ve ever done!” - **Wendy Williams***

73. Celebrity comedian Drew Carey is quoted as being in “love” with Ultra Fast Keto because “I have a hectic schedule and I don’t have a lot of time to devote to workout routines. That’s why I love Ultra Fast Keto! Taking just one per day helped me get my body where I really felt comfortable.”



***"I have a hectic schedule and I don't have a lot of time to devote to workout routines. That's why I love Ultra Fast Keto! Taking just one per day helped me get my body where I really felt comfortable " - Drew Carey***

74. The affiliate page continues with endorsements from "Us Today's" offices—presumably a fake combination of well-known publications USA Today and/or US Weekly, and from Fox News that "Fox News is happy to officially recommend it!" The page continues with fake "before" and "after" photos and fake customer reviews—all of which attribute their extreme weight loss to Ultra Fast Keto Boost.

75. The affiliate page also claims that consumers will not find a bigger discount "anywhere else on the internet!" and urges consumers to claim the "biggest discount" of "buy 4 get 3 free and buy 3 get 2 free and buy 2 get 1 free."

76. The affiliate page goes on to urge consumers to act quickly because there is a limited supply of Ultra Fast Keto Boost. Victims are told that "Only 4 Bottles Still Available" and that the "Special Offer" will end on a specific date—but, again, that date itself is a misrepresentation. There is in fact no end date. The website code simply starts a timer each time someone visits the page, but it has no actual effect.



Offer expires  
in 14 : 56

Claim >



1           77. On information and belief, victims of the Keto scam were all subjected to  
2 similar or identical representations and were funneled from affiliate pages similar or  
3 identical to the two affiliate pages described herein to the landing pages for the Keto  
4 Products.

5           78. The “Shark Tank” affiliate pages are no longer linked to the websites for these  
6 Keto Products, but the URLs for these pages included at least  
7 <https://ultrafastketoboost.com> and <http://instaketo.com>, two websites pages operated by the  
8 Keto Doe Defendants.

9           79. The existence of these websites would not be apparent to anyone other than  
10 the victims, and anyone who did not view the “Shark Tank” affiliate pages would be unable  
11 to find the websites for the Keto Products. This is because the Keto Doe Defendants  
12 configured their robots.txt files in a way to prevent search engines like Google or Bing  
13 from indexing their pages. Therefore the URLs above— <https://ultrafastketoboost.com> and  
14 <http://instaketo.com>—would never show up in a search on these or other search engines.  
15 The only way to discover these websites would be via a direct link from a page or  
16 advertisement set up by the Doe Defendants.

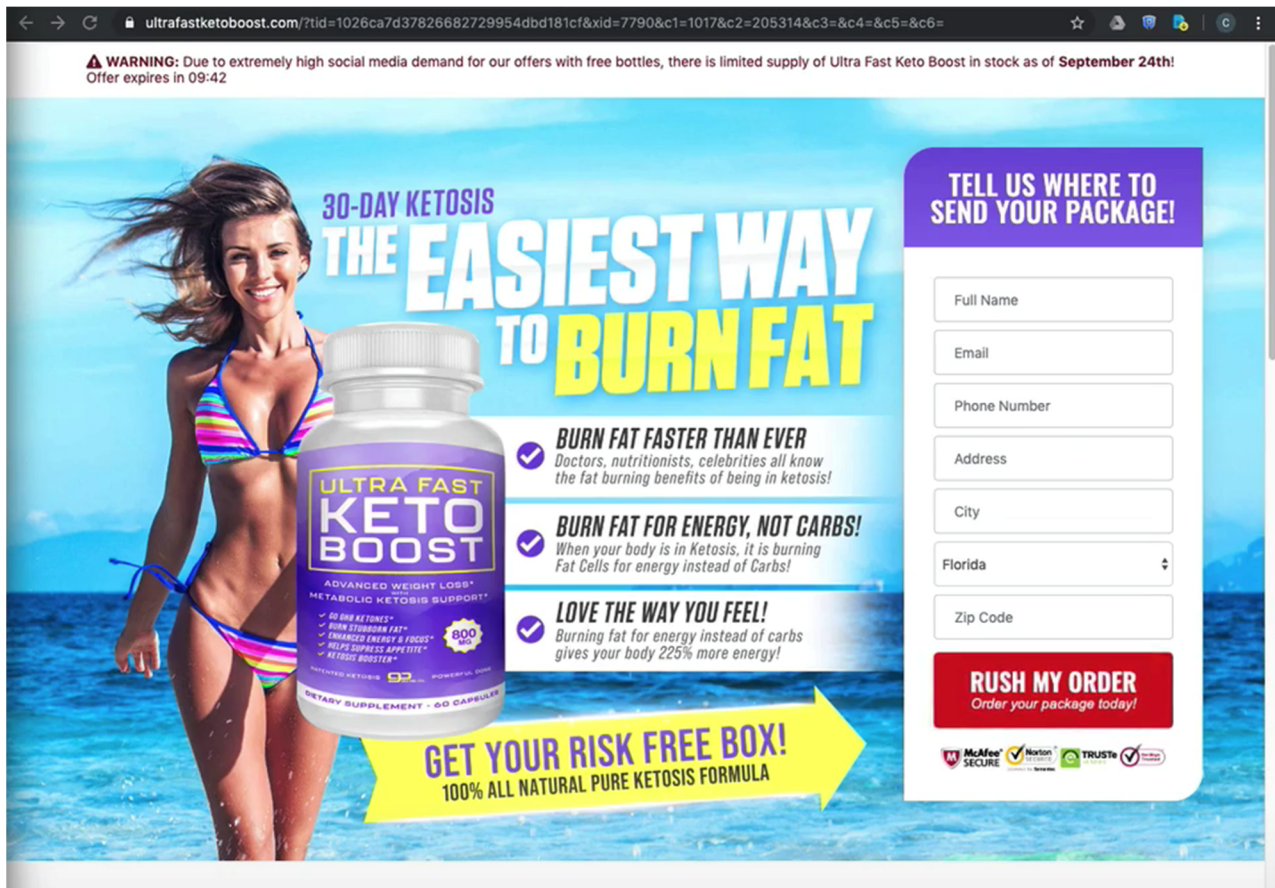
17           80. The Doe Defendants who are affiliates or affiliate networks clearly know  
18 about these landing pages because they link directly to these pages.

19           81. A partial image of one of the landing pages for “Ultra Fast Keto Boost”  
20 appears below:<sup>14</sup>

---

21  
22  
23  
24  
25  
26  
27  
28 <sup>14</sup> <https://ultrafastketoboost.com>





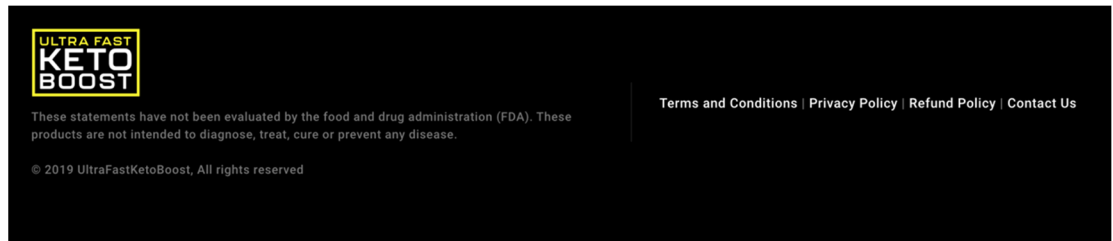
82. There are no terms of service or disclaimers visible at all on the landing page. Instead, the victims are bombarded by false claims about the beneficial effects of the product, including that it is a “Revolutionary Break-Through” that has “Scientists, Doctors and Celebrities Buzzing” and has helped “thousands who are already losing up to 1 lb. per day.”<sup>15</sup>

83. On the landing page, victims are repeatedly told they should rush their order because the supply of Ultra Fast Keto Boost is limited. A pop-up banner at the top warns: “WARNING: Due to extremely high social media demand for our offers with free bottles, there is limited supply of Ultra Fast Keto Boost in stock as of September 24th! Offer expires in ....”<sup>16</sup> Like on the affiliate page, the timer is just a countdown that resets for each user when they visit the page and is not tied to the existence of any real timed offer.

<sup>15</sup> <https://ultrafastketoboost.com>

<sup>16</sup> *Id.*

84. At the very bottom of the page, there is a “Terms” hyperlink, which a consumer must click and scroll through in order to read a lengthy disclaimer.<sup>17</sup> This disclaimer is only visible to customers who click on the hyperlink at the bottom of the shipping page. The websites do not require the customer to read or acknowledge the Terms to complete a checkout.



85. Buried in the lengthy disclaimer is a section entitled “Refund/Return Policy,” which provides the disclosure that, in order to obtain a full refund, the consumer must contact Customer Service by telephone—not by email—and obtain a RMA (“Return Merchandise Authorization”) number to place on the package, then must ship the product back at the consumer’s own expense within 30 days of the date the consumer ordered the product. The disclaimer also states the product “must NOT be opened or used” and the consumer must pay a \$5.00 restocking fee. The disclaimer instructs the consumer to send the returned product to Ultra Fast Keto Boost, 9205 W. Russell Road, Suite 240, Las Vegas, Nevada 89148.

86. The so-called Refund/Return Policy is impossible to follow because it requires the consumer to call—not email—the Customer Service department to obtain the RMA number, but the Customer Service number was not a working number, as it was not working in Ms. Bavencoff’s case. The return policy also requires the consumer to return the item within 30 days of purchase and it must not be opened or used. This makes no sense when the advertisements emphasize that the product must be used every day for 30 days in order to see results. The consumer cannot even try it for one day before the refund

<sup>17</sup> <https://ultrafastketoboost.com/terms-and-conditions>

1 policy is void.

2 87. At the bottom of the landing page, there also is a “Refund” hyperlink, which  
3 a consumer must click to read a shorter, conflicting policy that all orders are “secured with  
4 a 30-day Money Back Guarantee” and that a customer may request a refund by “simply”  
5 contacting support@ultrafastketoboost.com or 888-970-0686 to obtain an RMA number.<sup>18</sup>

6  
7 **Refund/Return Policy**

In order to obtain your full refund, contact customer service by phone and obtain an RMA (Return Merchandise Authorization) number to place on your package. Write this number on the outside of the shipping package and send the product back to our warehouse at the address provided to you, and within thirty (30) days of the date you originally ordered the product. In order for your full refund to be processed the product must arrive at our fulfillment facility within thirty (30) days of the original purchase date and NOT be opened or used. You pay for return shipping. There is a \$5.00 restocking fee per unit you are returning. This fee will be taken out of the refund issued. Once our warehouse has received the returned package, you will be issued a refund. Your refund will be credited back to the same credit card used to make the purchase. Refunds are issues within 48 hours and may take up to 3-5 business days to show in your statement, depending on the speed of the processing bank.

8  
9 You may request a refund by calling 1-888-970-0686 (Support Line) Monday to Friday 8AM to 5PM PST.  
Returns must be sent with your RMA number written on the packaging to:

10 **RMA Returns**

Ultra Fast Keto Boost  
9205 W. Russell Road, Suite 240  
Las Vegas, NV 89148

11 The Refund will show on your Credit Card statement as KETO BOOST, and you will receive a confirmation email from our warehouse at the time when your refund has been issued.

12  
13 88. After the victims enter their personal information on the landing page,  
14 including their full name, email address, telephone number, and shipping address, they  
15 click “Rush My Order” where they are taken to a check-out page. An image of the top of  
16 Ultra Fast Keto Boost’s check-out page appears below.<sup>19</sup>

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28 <sup>18</sup> <https://ultrafastketoboost.com/terms-and-conditions/refunds>

<sup>19</sup> <https://ultrafastketoboost.com/checkout>



CLAIM OFFER REVIEW ORDER YOUR SUMMARY



## OUR SPECIAL OFFER JUST FOR YOU!

A LIMITED TIME PROMO CODE HAS BEEN APPLIED TO YOUR CART.

Current Availability:

LOW STOCK!

Special Discount Expires In **in 08:18 HURRY!**

**BUY 3  
GET 2 FREE!**

**\$39.74/BOTTLE**

**FREE SHIPPING**

**BUY 2  
GET 1 FREE!**

**\$49.97/BOTTLE**

**FREE SHIPPING**

**BUY 1 BOTTLE**

**\$69.99/BOTTLE**

**FREE SHIPPING**

## FINAL STEP

### PAYMENT INFORMATION

Ship To:

Enjoy **FREE SHIPPING** with your order  
Your order will arrive by September 11th



Card #

Card Number

Exp Month

January

Exp Year

2020

CVC Code

CVC

Code On Back Of Card

(what's CVC?)

Promo Code

KETOBOOST

**COMPLETE ORDER**  
Safe & Secure Transaction

1           89. Notably, there is no requirement that users click a box or take any other action  
2 to agree to any terms of service. Once again, the link to the “Terms” is located at the very  
3 bottom of the screen next to several other links, in small text, and it requires users to scroll  
4 down to locate it. On the phone or tablet, the design for this page similarly requires no  
5 assent to the terms of service in any way, and again requires scrolling to a small link at the  
6 bottom to even view the terms.

7           90. The check-out page presents victims with a graphic supposedly describing the  
8 product’s current availability as “Low Stock” and urging them to “HURRY!” because the  
9 “Special Discount” will expire in only a few minutes. Victims are also told that they have  
10 received a “Special Offer Just For You!” and that a “Limited Time Promo Code” has been  
11 applied to their cart. On information and belief, the graphic purporting to be a  
12 representation of “Current Availability” is simply a static image that does not reflect the  
13 current supply of Ultra Fast Keto Boost at all. And these representations have been constant  
14 for the duration of the scam—when there is no shortage of Ultra Fast Keto Boost, and on  
15 information and belief, there never has been.

16           91. The check-out page provides graphics for three different purchase options:  
17 (1) “Buy 3, Get 2 Free” for \$39.74 each bottle; (2) “Buy 2, Get 1 Free” for \$49.97 each  
18 bottle; and (3) “Buy 1 Bottle” for \$69.99. The first option is pre-checked so victims need  
19 to deselect that option if they do not want to purchase three bottles. The victims then enter  
20 their credit card information and click “Complete Order.”

21           92. Victims who purchase the Ultra Fast Keto Boost bottles through this landing  
22 page are subjected to a number of false or misleading representations. Most reprehensible  
23 is the fact victims are never told they will be charged for a total price of \$198.70. In fact,  
24 the check-out page unambiguously states the opposite: that the consumer will pay a  
25 significantly lower purchase price for the bottles.

26           93. On information and belief, every victim is charged the full amount of \$198.70,  
27 regardless of the option the victim selects at the check-out page.  
28



1           94. A few days later, victims who expected to be charged the advertised amount  
2 for their bottles are understandably shocked to see their debit or credit card billed for nearly  
3 \$200, to which they did not agree. Even if they are lucky enough to get through to  
4 Customer Service by telephone, they are told they cannot obtain a full refund.

5           95. This is nothing more than credit card fraud—lying to customers about what  
6 they will pay, taking their credit card information, and billing them for something to which  
7 they never agreed.

8           96. Like the consumers who purchased the Ultra Fast Keto Boost product, the  
9 consumers who purchased “InstaKeto” bottles were subjected to similar misrepresentations  
10 throughout the purchasing process.

97. The same “shark tank” style affiliate pages existed for “InstaKeto” such as the one shown below.<sup>20</sup>



LOVE CELEBS BEAUTY GIFT IDEAS

## Weight Loss Pill That Naturally Burns Fat Gets Biggest Deal In Shark Tank History

AS SEEN IN



(Wednesday, February 12, 2020) - It was the most watched episode in Shark Tank history when sisters Anna and Samantha Martin won over the Shark Tank panel.

Never before had the judging panel unanimously decided to each invest over a million dollars into a potential company.

After buying a staggering 25% share in the sisters company, the Shark Tank panel have personally mentored the pair, helping them undergo re-branding and re-packing of their miracle product.

Touting their discovery as “a great step forward in weight loss history,” the judges were quick to offer up their hard earned cash to back the entrepreneurial pair. “We were shocked. The most we were hoping for was some advice...we weren’t even sure that we would manage to get any investors,” explained Samantha. After outstanding offers from each panel member, the sisters burst into tears.

The judges were amazed that one product was able to do all of the following:

### Special Offer

✓ Step 1:

CLICK HERE to Claim Your Bottle of InstaKeto



Bottles are limited.  
Expires on Wednesday, February 12, 2020

**GET YOUR BOTTLE >>**

### READER RESULTS

#### BEFORE & AFTER



*“I’ve been trying to lose the same 10 lbs for what feels like forever now. InstaKeto got rid of it in only 2 weeks! Thanks so much!”*

Andrea Taylor,  
Portland, Maine

<sup>20</sup> <http://diet001.club/> (last accessed February 12, 2020).

1 98. And users who click the links in these InstaKeto pages are taken to a website,  
 2 https://instaketo.com, which looks identical, except the brand on the bottle shows “Instant  
 3 Keto” instead of “Ultra Fast Keto Boost.”

5 **⚠ WARNING:** Due to extremely high social media demand for our offers with free bottles, there is limited supply of Instant Keto in stock as of **January 16th!** Offer expires in **Expiring Soon! Hurry!**

6 **30-DAY KETOSIS! NATURAL, SAFE & EFFECTIVE!**  
**THE EASIEST WAY TO BURN FAT**

7 **INSTANT KETO**  
 ADVANCED WEIGHT LOSS\* WITH METABOLIC KETOSIS SUPPORT\*\*  
 60 BHB KEYTONES\*  
 BURN STUBBORN FAT\*  
 ENHANCED ENERGY & FOCUS\*  
 HELPS SUPPRESS APPETITE\*  
 KETOSIS BOOSTER\*  
 90 Patented Ketosis Powerful Boost  
 800 MG Dietary Supplement  
 60 Capsules

- ✓ **BURN FAT FASTER THAN EVER**  
Doctors, nutritionists, celebrities all know the fat burning benefits of being in ketosis!
- ✓ **BURN FAT FOR ENERGY, NOT CARBS!**  
When your body is in Ketosis, it is burning Fat Cells for energy instead of Carbs!
- ✓ **LOVE THE WAY YOU FEEL!**  
Burning fat for energy instead of carbs gives your body 225% more energy!

8 **GET YOUR RISK FREE BOTTLE!**  
100% ALL NATURAL PURE KETOSIS FORMULA

9 **TELL US WHERE TO SEND YOUR PACKAGE!**

Full Name

Email

Phone Number

Address

City

Select State

Zip Code

**RUSH MY ORDER**  
Order your package today!

McAfee SECURE Norton TRUSTe

20 **REVOLUTIONARY BREAK-THROUGH!**  
 21 **WHY DOES IT HAVE SCIENTISTS, DOCTORS AND CELEBRITIES BUZZING?**

22 The most talked about weight loss product is finally here! A powerful fat  
 23 burning ketone, BHB has been modified to produce a instant fat burning  
 24 solution the natural way. Beta-hydroxybutyrate is the first substrate that  
 25 kicks the metabolic state of ketosis into action. If you take it, BHB is able to  
 26 start processing in your body resulting in energy and greatly speed up  
 27 weight loss by putting your body into ketosis. This one BHB Supplement is a  
 28 revolutionary breakthrough that has the Media in a frenzy!



99. At the check-out page, the victims are presented with the same three purchase options, including the option to receive two “free” bottles with the purchase of three bottles.

CLAIM OFFER

REVIEW ORDER

YOUR SUMMARY

**OUR SPECIAL OFFER JUST FOR YOU!**  
A LIMITED TIME PROMO CODE HAS BEEN APPLIED TO YOUR CART.

Current Availability: **LOW STOCK!**

Special Discount Expires In **This is about to expire! HURRY!**

**FINAL STEP**  
PAYMENT INFORMATION

Ship To:

Enjoy **FREE SHIPPING** with your order  
Your order will arrive by January 19th

Card #

Card Number

Exp Month Exp Year

January 2020

CVC Code

CVC

Code On Back Of Card

[\(what's CVC?\)](#)

Promo Code

INSTANTWEIGHTLOSS

**COMPLETE ORDER**  
Safe & Secure Transaction



1           100. Again, there are no disclaimers on any of the webpages for the “InstaKeto”  
2 product (or “Instant Keto” as it is also referred to in the sales process). The same disclaimer  
3 regarding the so-called “Refund/Return Policy” is only visible to customers who scroll to  
4 the bottom of the landing page, click on the “Terms” hyperlink in the footer of the page,  
5 and scroll through the lengthy disclaimer.

6           101. Once again, consumers purchasing bottles of the “InstaKeto” product with the  
7 understanding they will pay a certain price for the bottles through this landing page are  
8 subjected to a number of false or misleading representations, including that they will pay a  
9 lower price, when, in truth, their debit or credit cards are charged for bottles that they never  
10 ordered nor agreed to purchase.

11           **The Keto Doe Defendants Use a “False Front” Website to Deceive**  
12           **Banks and Credit Card Companies When a Victim Complains**

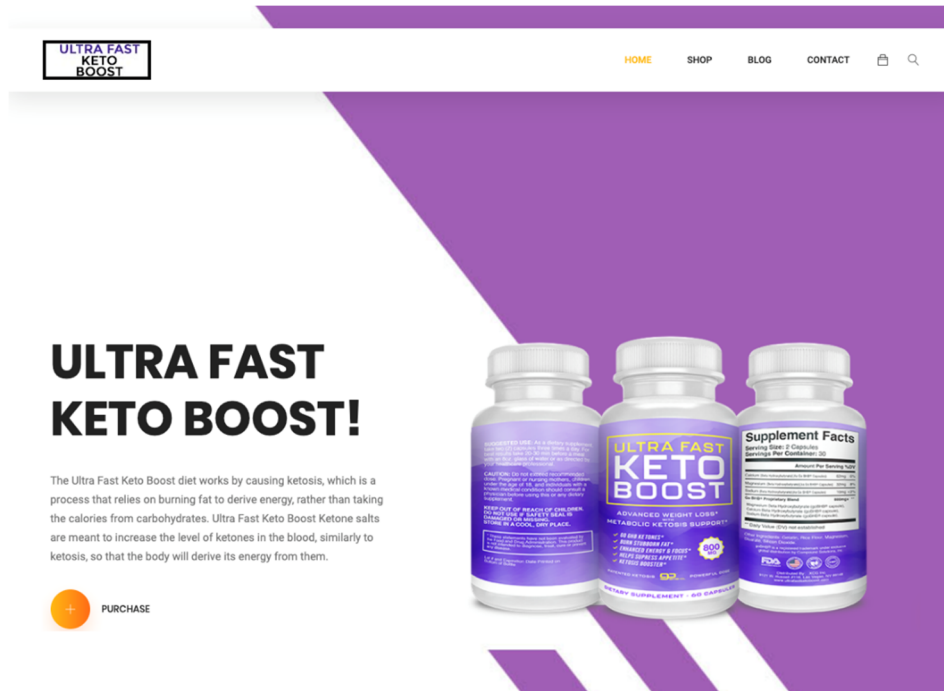
13           102. Just as an old-time speakeasy would maintain a false front of a legitimate  
14 business operation to distract law enforcement from their criminal activities, the Keto Doe  
15 Defendants also operate a second website for the Ultra Fast Keto Boost product—  
16 <https://thesuperbooster.com/>—whose sole purpose is to trick anyone conducting an  
17 investigation into the validity of these purchases, including a bank or credit card company  
18 deciding whether to grant a chargeback to a consumer who complains.<sup>21</sup> On information  
19 and belief, the InstaKeto product maintained a similar or identical false front.  
20  
21  
22  
23  
24  
25  
26

---

27 <sup>21</sup> For Instant Keto, the URL for the “false front” website is unknown. The Instant Keto  
28 bottle references <http://www.instantketoboost.com/>; however, that website is not  
accessible.



103. If a user types in the URL, [www.thesuperbooster.com](http://www.thesuperbooster.com), an entirely different website appears—a “false front” that is designed to be shown to banks if a victim complains. A partial image of this website appears below:



104. This “false front” website is designed to appear legitimate. Unlike the landing pages where consumers must scroll through pages of advertisements, “before” and “after” photos, and fake customer reviews in order to locate the “Terms and Conditions” hyperlink, the false front website makes the “Terms and Conditions” hyperlink visible on the second page.

105. Unlike the check-out page shown to consumers, the check-out page on the “false front” website provides the actual purchase prices for each offer. Specifically, the first option to “Buy 3 Bottles, Get 2 Free” lists the actual purchase price of \$198.70, instead of \$39.74 for each bottle, and the second option to “Buy 2 Bottles, Get 3 Free” lists the actual purchase price of \$149.97, instead of \$49.97 for each bottle.<sup>22</sup> These actual prices

<sup>22</sup> The third option - to purchase one bottle for \$69.99 – is the same price shown to consumers.

are never shown to consumers on the landing pages, and they only discover the inflated charges when they review their debit and credit cards.

**ULTRA FAST KETO BOOST**

CLAIM OFFER REVIEW ORDER YOUR SUMMARY

**SAFE CHECKOUT GUARANTEED**

**BUY 3 GET 2 FREE!**  
\$198.70  
FREE SHIPPING

**BUY 2 GET 1 FREE!**  
\$149.97  
FREE SHIPPING

**BUY 1 BOTTLE**  
\$69.99/BOTTLE  
FREE SHIPPING

**FINAL STEP PAYMENT INFORMATION**

Ship To: Customer Information

Full Name  
Email  
Phone Number  
Address  
City  
Alabama  
Zip Code

Enjoy FREE SHIPPING with your order  
Your order will arrive by March 15th

VISA MasterCard DISCOVER AMERICAN EXPRESS

Card #  
Card Number  
Exp Date  
CVC  
CVC  
(what's CVC?)

Promo Code  
KETOBOOST

**COMPLETE ORDER**  
Safe & Secure Transaction

106. Notably, there are no false claims of “limited availability” or pop-up banners urging consumers to act immediately while supplies last. In all respects, the “false front” website is designed to look like a legitimate company and not a scam.

1           107. On information and belief, Plaintiffs and other victims of this scam were  
2 directed to the landing pages to complete their purchases, rather than to the “false front”  
3 website.

4           108. On information and belief, the Keto Doe Defendants are using the “false  
5 front” websites to fraudulently convince bank and credit card representatives that victims  
6 had purchased the Keto Products from those websites, as opposed to the landing pages to  
7 which affiliates and advertisers actually directed their traffic.

8           109. The maintenance of these “false front” websites is itself an act of deception,  
9 intended not just to hide from law enforcement, but to prevent consumers from exercising  
10 their lawful right to a chargeback by their bank or credit card company for charges to which  
11 they never agreed. Presented only with the false front, banks and credit card companies  
12 cannot know that there is fraud being conducted behind it.

13           110. The FTC has recognized this tactic as a common one used by this kind of  
14 scammer: “The defendants sometimes hosted multiple versions of the same promotion. If  
15 consumers navigated from an embedded link on another site – the much more likely way  
16 people would learn about a product – they were taken to pages where products were offered  
17 for sale with what the FTC says were undisclosed automatic shipment programs. But a  
18 funny thing happened if you just typed in the URL – for example, rippedmuscle.com.  
19 That took you to an entirely different site that included more visible disclosures of the trial  
20 offer. Why would a company create those different versions? The complaint suggests that  
21 it could have been done in an attempt to have a ‘clean’ version for banks, payment  
22 processors, and law enforcers.”<sup>23</sup>

23           111. This is exactly the deception Defendants have committed here. On  
24 information and belief, the Keto Doe Defendants operate a host of shell companies, which  
25

---

26 <sup>23</sup> Leslie Fair, *Fauxmats, false claims, phony celebrity endorsements, and unauthorized*  
27 *charges*, Federal Trade Commission Business Blog (2017), [https://www.ftc.gov/news-](https://www.ftc.gov/news-events/blogs/business-blog/2017/11/fauxmats-false-claims-phony-celebrity-endorsements)  
28 [events/blogs/business-blog/2017/11/fauxmats-false-claims-phony-celebrity-endorsements](https://www.ftc.gov/news-events/blogs/business-blog/2017/11/fauxmats-false-claims-phony-celebrity-endorsements)  
(last visited Sept. 6, 2019).

1 run websites promoting the Keto Products. This is a common tactic in such scams: every  
2 shell company creates a separate website, and every shell company signs up for its own  
3 unique merchant account. All of the merchant accounts are rotated through the customer  
4 billings to prevent any individual one from being flagged for fraud due to high levels of  
5 chargebacks. Each “false front” website for these shell companies presents itself to visitors  
6 as if it is the official website of the Keto Products; however, this makes no sense because  
7 there is no business reason to sell the same products from different shell companies, with  
8 near-identical websites. The true reason scammers create such websites is to make it more  
9 difficult for banks to identify the Keto operation as a fraud by separating out and controlling  
10 which merchant accounts and which shell companies the chargebacks are attributed to, and  
11 thus preventing or delaying any one merchant account from being identified as conducting  
12 a fraud.

13 112. On information and belief, the Keto Doe Defendants present the “false front”  
14 website to customers’ banks and credit card companies whenever a chargeback is being  
15 investigated, fraudulently representing to the bank that it was the website the customer used  
16 to purchase the Keto Products. As the BBB report stated: “in one FTC case an ISO spread  
17 the credit card charges over 26 merchant accounts to disguise the fraud activity.” Ex. 1, at  
18 p. 11.

19 113. On information and belief, the Keto Doe Defendants have spread their charges  
20 over multiple shell corporations as reflected by multiple merchant accounts to avoid  
21 accumulating too many chargebacks on any one account and being flagged for the fraud  
22 they are conducting. Each of these shell corporations, while currently unknown, is a John  
23 Doe Defendant.

24 114. Ms. Sihler and Mr. Bavencoff received almost identical packing slips from  
25 the same shipper with the same address, but they were billed from two different merchant  
26 accounts—referred to as Merchant Identification Numbers (“MIDs”)—for the Keto  
27 Products.  
28

1           115. This is not a ploy to confuse consumers, but to defraud their banks. The Keto  
 2 Doe Defendants designed their scam exactly in accordance with the scam Neil Patel  
 3 described in his keynote speech to a roomful of scammers: “Or the credit card processors  
 4 where you guys rotate up the chargebacks so then that way, then you guys can keep  
 5 processing the money.... You guys, many of you have issues with credit card processing,  
 6 so you’ll do things like, I forgot what the saying is but they rotate up the MIGs or the MIDs,  
 7 I don’t know what the saying is but it’s more so they’re controlling where the chargebacks  
 8 are going.”<sup>24</sup>

9           116. As recently as April 11, 2020, victims of the Keto scam have explained in  
 10 detail their experiences in complaints posted on the BBB website, which were similar or  
 11 identical to that of Ms. Sihler and Ms. Bavencoff.<sup>25</sup> Ultra Fast Keto Boost has received the  
 12 lowest possible “F” rating on the BBB website and has 564 customer complaints in the last  
 13 three years, all of which make the same basic complaints regarding advertising/sales,  
 14 billing/collections, delivery issues, guarantee/warranty, and problems with the product.  
 15 Ultra Fast Keto Boost and Instant Keto Boost are listed as alternate business names, both  
 16 of which have the same fulfillment and return address of the United States Post Office  
 17 located at 3201 W. Hillsborough Avenue, #153201-1378, Tampa, Florida, 33684-9001.<sup>26</sup>

18           117. Indeed, the BBB’s website has a red banner at the top of Ultra Fast Keto  
 19 Boost’s profile stating: “Current Alerts For This Business” that show Ultra Fast Keto Boost  
 20 products “have a pattern of complaints concerning unauthorized and unexpected charges  
 21 and unresolved refund disputes” and the business is “using fake celebrity endorsements in  
 22

---

23  
 24 <sup>24</sup> Neil Patel, *The Future of Affiliate Marketing: It’s Not What You Think*,  
 25 <https://www.youtube.com/watch?v=2hUdbztKLY4> (last visited Jan. 3, 2019) (emphasis  
 added).

26 <sup>25</sup> [https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/ultra-fast-keto-boost-](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/ultra-fast-keto-boost-0653-90369793/customer-reviews)  
 27 [0653-90369793/customer-reviews; https://www.bbb.org/us/fl/tampa/profile/not-](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/ultra-fast-keto-boost-0653-90369793/complaints)  
 elsewhere-classified/ultra-fast-keto-boost-0653-90369793/complaints

28 <sup>26</sup> The BBB website lists a second address for Ultra Fast Keto, which is 153301  
 Hillsborough Avenue, Tampa, Florida 33684.



1 its advertising.”<sup>27</sup>

2 118. On January 1, 2020, a victim of the Keto scam identified as Beth E. posted a  
3 similar experience to the Plaintiffs: “Their advertising is completely misleading. I thought  
4 I was paying \$39.74 per bottle for 3 bottles and then getting 2 free. When they confirmed  
5 the order there was no invoice attached which I thought was strange so I had no idea they  
6 were going to charge \$198.70 until I saw my charge card bill. By the time I had realized  
7 all of this plus the fact that I had been traveling, the 30 day period for returns had closed. I  
8 tried to put in a claim through my credit card company, but the company is providing my  
9 authorized charge and explaining that I was getting 2 bottles free by paying \$39.74 per  
10 bottle for 5 bottles, even though the shipping address that they have associated with the  
11 charge is completely bogus. My credit card company refuses to do anything because they  
12 are providing there “evidence” and I can’t fight it. Plus now it is a product that I decided  
13 that I didn’t even want to use in the first place. Do not order from them! (I’m leaving a 1  
14 star rating because I am forced to enter something but, in reality, I would not give it any  
15 stars.)”<sup>28</sup>

16 119. Another victim identified as Carol B. posted on December 11, 2019:  
17 “Complete scam. Charged more than advertised, never received an itemized bill, was told  
18 I’d get a refund minus a \$25 restocking fee, so I mailed it back with return receipt and then  
19 never got reimbursed. I called this morning again and was told they do not give refunds.  
20 Star rating is ‘0.’”<sup>29</sup>

21 120. And yet another victim identified as David B. posted on November 27, 2019:  
22 “My wife ordered ONE BOTTLE of tablets to be dissolved in water for \$37.70. We were  
23 charged \$198 for FIVE bottles and when they arrived, they were CAPSULES to be  
24

25 \_\_\_\_\_  
26 <sup>27</sup> <https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/ultra-fast-keto-boost-0653-90369793>

27 <sup>28</sup> <https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/ultra-fast-keto-boost-0653-90369793/customer-reviews>.

28 <sup>29</sup> *Id.*

1 swallowed. Dealing with customer service was a nightmare. The best resolution we  
2 received was to return the 5 bottles at OUR expense and they would credit us \$178. So we  
3 paid \$20 plus shipping for a falsely advertised item that we did not want and returned. DO  
4 NOT ORDER FROM THESE SCAM ARTISTS!”<sup>30</sup>

5 121. These are just a sample of the 564 complaints posted on the BBB website. It  
6 is not a coincidence that so many victims are reporting the exact same thing: that the  
7 scammers falsely advertised the purchase prices for the Keto Products, which the  
8 consumers relied upon to make their purchases, the consumers later discovered they were  
9 overcharged and billed for bottles they did not order and did not agree to purchase, and that  
10 when the consumers tried to cancel their unauthorized charges, they were unable to obtain  
11 refunds from the company. This is how Defendants treat all of their victims—and the Keto  
12 Products were just a thin excuse to commit rampant credit card fraud.

13 122. The Keto Doe Defendants purport to post a “company response” to some  
14 complaints by apologizing for “any misunderstanding” and claiming the customers placed  
15 orders for the promotional offers such as “Buy 3, Get 2 Free” that showed the accurate  
16 price of \$198.70<sup>31</sup> The Keto Doe Defendants’ response is just one more part of their  
17 deceptive strategy designed to thwart discovery of their fraud because they are referring to  
18 the “false front” website, which provides accurate prices. But this website is only shown  
19 to regulators, banks, and credit card companies, not to consumers who are directed to the  
20 landing pages. The consumers never see the “false front” website, and therefore, they never  
21 see accurate prices.

---

27 <sup>30</sup> *Id.*

28 <sup>31</sup> <https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/ultra-fast-keto-boost-0653-90369793/complaints>

123. The BBB's website states that in October 2019, the BBB contacted the company regarding its false advertising and false claims about the Keto Products. To date, the company has not responded.<sup>32</sup>

**The Keto Doe Defendants' Misrepresentations Regarding  
Reviews and Endorsements**

124. On information and belief, the Keto Doe Defendants marketed the Keto Products exclusively through affiliate marketing networks, including networks and pages run by other Doe Defendants such that every customer who purchases a product from them will be exposed to and view the fake celebrity and magazine endorsements described herein. Ms. Sihler and Ms. Bavencoff specifically recall viewing advertisements stating that the products had been endorsed by the six celebrity "Sharks" and well-known magazines and relied on these endorsements in purchasing the products.

125. These celebrity and magazine reviews are material to the customers' decisions to purchase the Keto Products. Because these celebrities are well-known with well-guarded reputations, their positive, yet fraudulent, "reviews" of the products misleads customers into believing that the Keto Doe Defendants are a credible, well-established company. These celebrities are generally beautiful with desirable appearances, so their fake quotes suggesting they obtained their beauty by using the Keto Products misleads customers about the type of results they may expect from using the products.

**The Keto Doe Defendants' Misrepresentations and Omissions  
Regarding the Actual Prices that Consumers Are Charged**

126. A second way the Keto Doe Defendants deceive consumers on their landing pages is to claim that the consumers will pay the advertised price for a certain number of bottles of the Keto Products, when in fact all of the consumers will receive five bottles and will be charged for all five bottles, which they never agreed to purchase because they were

---

<sup>32</sup> <https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/ultra-fast-keto-boost-0653-90369793/details>

1 told that some of the bottles would be “free.” The first page a victim views is an affiliate  
2 page, such as the fake “Shark” Tank article, which is run by one or more of the Doe  
3 Defendants. These pages urge consumers to click on the product to receive a “special  
4 offer.” The second page a victim views is a website controlled by the Keto Doe Defendants  
5 - <https://ultrafastketoboost.com> or <https://instaketo.com/> - both falsely representing that the  
6 consumers will receive “free bottles” and encouraging them to “Get Your Risk Free  
7 Bottle.” When a victim views the final check-out page, the victim is presented with several  
8 offers, including promotional offers such as “Buy 3 Bottles, Get 2 Free” for \$39.74 per  
9 bottle, which should result in a total price of \$119.22. On information and belief, every  
10 consumer who clicks on “Complete Order” receives five bottles of the Keto Products -  
11 regardless of the specific offer selected and the number of bottles the consumer agreed to  
12 purchase—and every customer is billed for all five bottles, in an amount nearly \$200.

13 127. On information and belief and based on the sales funnel structure, every  
14 consumer who purchased Keto Products was exposed to these misrepresentations about the  
15 actual prices of the bottles.

16 128. The Keto Doe Defendants made material omissions regarding the actual  
17 prices of the bottles on their websites by omitting material information, which they were  
18 under a duty to disclose relating to the actual prices of the bottles. The Keto Doe  
19 Defendants failed to disclose to consumers who viewed the landing pages that the actual  
20 prices charged for the bottles would be significantly higher than the advertised prices, and,  
21 in fact, that the consumers would be billed for five bottles of Keto Products, even though  
22 they never agreed to purchase five bottles. These terms were never disclosed to the  
23 consumers.

24 129. The Keto Doe Defendants were under a duty to Plaintiffs and the Class  
25 Members because they made partial representations—that consumers would pay the  
26 advertised price of the promotional offers—but also suppressed, concealed, or did not  
27 disclose material facts that qualify those representations, namely, that they would be  
28 charged for all five bottles delivered to them, in an amount totaling almost \$200, regardless

1 of the number of bottles they ordered and agreed to purchase, and that none of the bottles  
2 were actually “free.”

3 130. The Keto Doe Defendants knew, or by the exercise of reasonable care should  
4 have known, that their omissions were untrue and misleading, and deliberately made the  
5 aforementioned omissions in order to deceive reasonable consumers like Plaintiffs and  
6 other Class Members. Those omissions could have been corrected by including the true  
7 total price of the Keto Products on the check-out page and in any other place where  
8 references to “free” bottles occurred.

9 131. The Keto Doe Defendants’ omissions regarding the actual prices were  
10 material to consumers. A reasonable consumer would attach importance to the truth or  
11 falsity of these omissions in deciding whether to purchase the products because if  
12 consumers had known they were paying a higher price for the bottles they ordered – and  
13 they would be billed for bottles they did not order - they would not have agreed to the offer.

14 132. Ms. Sihler and Ms. Bavencoff were damaged by these misrepresentations and  
15 omissions individually as described herein, and they relied on them in that they would not  
16 have signed up for the offers had they been informed of the actual terms of the offers.

17 **The Keto Doe Defendants’ Misrepresentations**

18 **Regarding Limited Supply**

19 133. Both the affiliate websites and the Keto Doe Defendants’ websites also  
20 include representations of limited supply, as described herein. But on information and  
21 belief, those purported limitations and the representations that there was “low stock,”  
22 “limited quantities available,” or that the “promotional pricing” or “special offer” was  
23 expiring soon were false.

24 134. These misrepresentations are designed to induce consumers to purchase the  
25 bottles and to create a false sense of urgency. As a result of these misrepresentations,  
26 consumers purchase products they would not have purchased and they pay more for the  
27 products than they otherwise would have and are damaged by discovering later that they  
28 have been billed for products to which they did not agree.



1           135. The Keto Doe Defendants’ misrepresentations regarding their purported  
2 limited supply are material to consumers. A reasonable consumer would attach importance  
3 to the truth or falsity of these misrepresentations in deciding whether to purchase the  
4 products because if they knew that the products were not limited in supply and could be  
5 purchased at any time, consumers would not feel the need to purchase on impulse and under  
6 time pressure that did not exist based on these representations. Plaintiffs and the Class  
7 Members reasonably relied upon these representations in making their purchase decisions.

8                   **The Keto Doe Defendants’ Misrepresentations and Omissions**

9                           **Regarding the “False Front” Website**

10           136. The Keto Doe Defendants also deceived the consumers’ banks and credit card  
11 companies by maintaining a “false front” website at the URL described herein. This  
12 website was created intentionally to make it appear to outsiders that the victims of the  
13 scheme had been informed of the actual purchase price of the bottles and had consented to  
14 the price. The Keto Doe Defendants were under a duty to disclose to Plaintiffs and the  
15 Class Members that they maintained this “false front” websites and to disclose that they  
16 routinely used that website to deceive banks and credit card companies to prevent  
17 consumers from exercising their right to a chargeback.

18           137. Plaintiffs and the Class Members were damaged by these misrepresentations  
19 and omissions. All members of the class were damaged because had the banks and credit  
20 card companies not been unlawfully deceived, the scheme would have been shut down and  
21 none of the Class Members would have been billed. The Keto Doe Defendants further  
22 owed duties to all of the Class Members to inform them that there was a “false front”  
23 website, and the failure to do so injured every member of the Class.

24           138. The Keto Doe Defendants made material omissions regarding the “false front”  
25 websites by omitting material information which they were under a duty to disclose relating  
26 to those sites. The Keto Doe Defendants failed to disclose to consumers who viewed the  
27 landing pages at <https://ultrafastketoboost.com> and <https://instaketo.com> that there was  
28 another website, which the Keto Doe Defendants designed to intentionally deceive the

1 consumers' banks and credit card companies if they attempted a chargeback, and that they  
2 were not bound by any of the terms or other disclosures on the scam websites.

3 139. The Keto Doe Defendants were under a duty to disclose this information to  
4 Plaintiffs and the Class Members because the Keto Doe Defendants had exclusive  
5 knowledge of material facts not known to them, namely that there was another website  
6 being used as a "false front."

7 140. Plaintiffs and the Class Members did not know this, and it was difficult to  
8 discover because that information was not located on the website where they purchased the  
9 products because the landing pages were designed to be inaccessible and unsearchable  
10 from any search engine, and because the "false front" website was placed on an entirely  
11 separate URL, which was not linked to the landing pages.

12 141. The Keto Doe Defendants were under a duty to disclose this information to  
13 Plaintiffs and the Class Members because the Keto Doe Defendants engaged in active  
14 concealment, and they have engaged in affirmative acts of hiding, concealing, and covering  
15 up this matter. The Keto Doe Defendants made efforts to hide their landing pages from  
16 view as described above, to make the landing pages difficult to find, to delete various  
17 advertisements so customers could not find them again, and by creating the "false front"  
18 website to conceal from their victims and others the actual landing pages that the victims  
19 visited.

20 142. The Keto Doe Defendants were further under a duty to Plaintiffs and the Class  
21 Members because they made partial representations to the banks and credit card  
22 companies—that they had sold the Keto Products to their victims—but also suppressed,  
23 concealed, and did not disclose material facts that qualify those representations, namely  
24 that none of the victims had actually purchased the products on the "false front" website  
25 that was shown to banks and credit card companies. The Keto Doe Defendants further  
26 made partial representations to Plaintiffs and the Class Members—that they would pay the  
27 advertised price —without disclosing that if they attempted a chargeback, the Keto Doe  
28

1 Defendants intended to lie about the terms of the agreement to the consumers' banks and  
2 credit card companies.

3 143. The Keto Doe Defendants knew, or by the exercise of reasonable care should  
4 have known, that their omissions were untrue and misleading, and deliberately made the  
5 aforementioned omissions in order to deceive reasonable consumers like Plaintiffs and  
6 other Class Members. Those omissions could have been corrected by including the omitted  
7 information in proximity to the offers contained on the landing pages, or on the packing  
8 slips delivered to their victims, or in proximity to their representations to banks and credit  
9 card companies.

10 144. The Keto Doe Defendants' misrepresentations and omissions regarding the  
11 "false front" website were material to consumers. A reasonable consumer would attach  
12 importance to the truth or falsity of these omissions in deciding whether to purchase the  
13 products because if consumers had known that the Keto Doe Defendants were maintaining  
14 a fake website for the purpose of defrauding their banks and credit card companies, they  
15 would not have purchased the Keto Products with the understanding they were receiving  
16 the products at the advertised price.

17 145. Ms. Sihler and Ms. Bavencoff were damaged by these misrepresentations and  
18 omissions individually as described herein, and relied on them in that they would not have  
19 signed up for the offers had they been informed of this information.

20 **Beyond Global Inc. and the Keto Doe Defendants**

21 146. The "Keto Doe Defendants" are a group of Defendants who created, sold,  
22 advertised, and otherwise were involved in the creation, sale, and advertising of the Ultra  
23 Fast Keto and Instant Keto products.

24 147. The only currently known member of this group is Beyond Global Inc., a  
25 named Defendant, which for purposes herein is included in the definition of the "Keto Doe  
26 Defendants."

27 148. Beyond Global Inc. is a Wyoming corporation which is listed on the bottle for  
28 Ultra Fast Keto, which states that the product is "distributed by" Beyond Global Inc.

1           149. Its address is listed on the bottle as being 9205 W. Russell Rd., Suite 240, Las  
2 Vegas, NV 89148.

3           150. Wyoming shell corporations are commonly used by Internet scammers  
4 because it enables them to hide their identities. The true names of the Does behind Beyond  
5 Global Inc. are currently unknown.

6           151. On information and belief, Beyond Global Inc. is a shell company being used  
7 to mask its owners' identities, and the company and its owners were involved not only in  
8 the distribution of the products but in their creation and marketing.

9           152. The Keto Doe Defendants and Beyond Global Inc. purposely directed their  
10 activities towards California by shipping products to California residents, accepting and  
11 processing returns and complaints from California residents, and consulting with the TFL  
12 Defendants on sales that they knew would be made to California residents.

13           153. These intentional acts were expressly aimed at California residents. The Keto  
14 Doe Defendants and Beyond Global Inc. targeted their conduct at California residents,  
15 including the Plaintiffs, and knew they were California residents by virtue of their shipping  
16 addresses and other contact information. On information and belief, these acts involved  
17 ongoing, systemic, and continuous contact with California because the shipment of Keto  
18 Products has been ongoing since at least February 2018, and consumers continue to  
19 complain even as of filing. The acts were entirely commercial in nature, as the Keto Doe  
20 Defendants and Beyond Global Inc. profited by billing consumers for unordered bottles of  
21 Keto products.

22           154. The Keto Doe Defendants and Beyond Global Inc. generated substantial  
23 profits from their acts aimed at California residents. They intentionally placed the Keto  
24 Products into the stream of commerce, knowing and intending that they would be  
25 advertised over the Internet to and purchased by California consumers, and conducting and  
26 directing such advertising (which was identical or substantially similar to the examples  
27 shown herein).  
28

1           155. The Keto Doe Defendants and Beyond Global Inc. knew or should have  
 2 foreseen that their actions would cause harm in California. As described above, they  
 3 intentionally assisted the scammers over a lengthy period of time. They did so knowing  
 4 that California consumers are being harmed by the scam, and specifically interacting with  
 5 those consumers when they attempted to obtain refunds from the fraudulent charges. Had  
 6 they not provided these services, the California consumers would not have been harmed  
 7 because the Keto Products would not have been shipped to them and their accounts would  
 8 not have been improperly billed.

9           156. Because of these facts, personal jurisdiction is appropriate in California over  
 10 the Keto Doe Defendants and Beyond Global Inc.

### 11                           **The TFL Defendants' Participation in the Keto Scam**

12           157. Essential to the Keto scheme are the TFL Defendants, who are familiar players  
 13 in affiliate marketing schemes, including the “straight sale” scam that is the subject of this  
 14 Complaint. The “TFL Defendants” includes defendants The Fulfillment Lab, Inc. and  
 15 Richard Nelson.

16           158. TFL was the target of a Florida news channel investigation in December 2019  
 17 where a Tampa resident, Norman Harris, reported that he was “shocked” to receive five  
 18 bottles of Instant Keto pills, which he never ordered and did not know the product at all,  
 19 and he was even more shocked when his credit card was charged \$200 for the bottles.<sup>33</sup>  
 20 The news channel investigator matched the address on the bottle label, 3201 Hillsborough  
 21 Avenue, Tampa, Florida, with TFL’s shipping address on the BBB’s website. When the  
 22 investigator personally visited TFL’s office in Tampa, no one from the company would  
 23 appear on camera. The company’s COO, Ray Schlechter, told the investigator off camera  
 24 that the company “ships for companies across the country and is not responsible for their  
 25 clients’ billing practices.” The investigator later received a call from TFL’s CEO,  
 26

---

27 <sup>33</sup> [https://www.wfla.com/8-on-your-side/better-call-behnken/man-receives-keto-pills-he-](https://www.wfla.com/8-on-your-side/better-call-behnken/man-receives-keto-pills-he-never-ordered-charged-nearly-200/)  
 28 [never-ordered-charged-nearly-200/](https://www.wfla.com/8-on-your-side/better-call-behnken/man-receives-keto-pills-he-never-ordered-charged-nearly-200/) (posted on December 16, 2019, updated on  
 December 17, 2019).



1 Defendant Rick Nelson, who told her the same thing, that TFL ships millions of products  
 2 for companies across the country, and that he “severs relationships with companies that  
 3 have a high volume of complaints.”

4 159. The BBB conducted its own investigation into TFL’s business practices as far  
 5 back as July 2017. The BBB’s website posts a red “Current Alerts For This Business”  
 6 banner across the top of TFL’s profile stating that in July 2017, BBB contacted TFL  
 7 because “BBB had received significant complaint activity involving a large number of  
 8 products using addresses owned, operated, and/or affiliated with the business.”<sup>34</sup> The  
 9 company did not respond to BBB’s request for information.<sup>35</sup>

10 160. Based on its investigation, the BBB identified more than 400 product lines  
 11 having their orders fulfilled and shipped by TFL.<sup>36</sup> The BBB concluded:

12  
 13 The Fulfillment Lab appears to be *a hub* for problematic online sellers  
 14 to conduct business. The Fulfillment Lab *has knowledge* that it has, as  
 15 customers, many online sellers using deceptive practices to enroll  
 16 consumers in continuity programs. *The Fulfillment Lab chooses to*  
 17 *continue to do business with these customers, profiting off their*  
 18 *financial successes that are born from these deceptive practices.*<sup>37</sup>

24  
 25 <sup>34</sup> <https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042>

26 <sup>35</sup> <https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/details>

27 <sup>36</sup> <https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/details#all-alerts>

28 <sup>37</sup> *Id.*

1           161. Moreover, the BBB determined that a product line is marketed, with TFL’s  
2 knowledge and assistance, “until it generates significant complaint activity, at which time  
3 that product line is discontinued.”<sup>38</sup>

4           162. Consumers have posted numerous complaints regarding TFL on the BBB’s  
5 website.<sup>39</sup> The complaints make the same general allegations that the products that TFL  
6 ships have prices that are falsely advertised, the consumers are billed substantially more  
7 than the advertised prices, and the consumers are unable to obtain refunds.

8           163. The company purports to post a “company response” to some of the  
9 complaints by stating there is nothing it can do to assist the consumers because it is “not  
10 the manufacturer of any products and does not care for customer billing or advertising for  
11 any companies. TFL cares only for warehousing, packaging, and shipping as an entirely  
12 separate company altogether....TFL cannot control how another company chooses to  
13 handle customer billing issues or monitor how they advertise to consumers.”<sup>40</sup>

14           164. But, TFL’s website shows it is much more than a simple fulfillment center.  
15 The company’s marketing and advertising materials to its clients—including scammers—  
16 boast TFL’s assistance with, and active participation in, its clients’ businesses. The  
17 company’s website provides detailed offers to attract clients with “On-demand products,”  
18 “Affiliates,” “Proprietary Software,” and “Dynamic Integration.”

19           165. TFL provides its own white-label product line called “Global On-Demand  
20 Fulfillment Portal” for clients to simply affix their own design and logo and sell as scams.<sup>41</sup>  
21 TFL boasts that its clients will “be able to create an initial product offering, instantly add  
22 complementary on-demand products, create a customized label, and start selling without  
23

---

24 <sup>38</sup> [https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/details)  
25 [inc-0653-90142042/details](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/details)

26 <sup>39</sup> [https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/complaints)  
27 [inc-0653-90142042/complaints](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/complaints)

28 <sup>40</sup> *Id.*

<sup>41</sup> A white-label product is considered a product or service produced by one company that  
marketers rebrand to make it appear as if they had made it.

1 having to purchase the products yourself or make an upfront investment. These on-demand  
2 products can be white-labeled or private-labeled with customization that aligns with your  
3 brand and meets the needs of your customers. With our on-demand fulfillment solutions,  
4 the opportunities for complementary product combinations and upsells that drive additional  
5 revenue are nearly endless!”<sup>42</sup>

6 166. In addition to offering white-label products, TFL also offers its clients an  
7 Affiliate Program and provides “Affiliate Marketing Resources” that include articles  
8 entitled “3 Reasons to Start an Affiliate Partnership with the Fulfillment Lab”; “How an  
9 Affiliate Program Creates New Wholesale Revenue Streams”; “The Best Affiliate  
10 Programs for eCommerce Businesses”; and “5 Affiliate Partnership Factors You Need to  
11 Consider.”<sup>43</sup>

12 167. TFL’s website states: “By signing up, you’ll receive a unique code so you can  
13 quickly and easily share it with your contacts. We’ll even send you resources to market  
14 and sell TFL with ease that can be directly passed along. Once one of your contacts creates  
15 an account using your affiliate code and begins shipping, you’ll get credit and start earning  
16 commissions immediately. So sit back, relax, and watch the residual income start rolling  
17 in! It’s one of the most simple, speedy, and streamlined ways to increase revenue without  
18 increasing the amount of time and effort you have to put in.”

19 168. Plaintiffs are informed and believe that TFL is the fulfillment company for  
20 both “Instant Keto” and “Ultra Fast Keto Boost” products, and both products are the same  
21 white-labeled products offered by TFL. Photographs of the two products side-by-side  
22 demonstrate there is no significant distinction between them. The bottles are the same size,  
23 the ingredients and supplement information are identical, the suggested use and caution  
24 statements are identical, and the certification labels are the same.

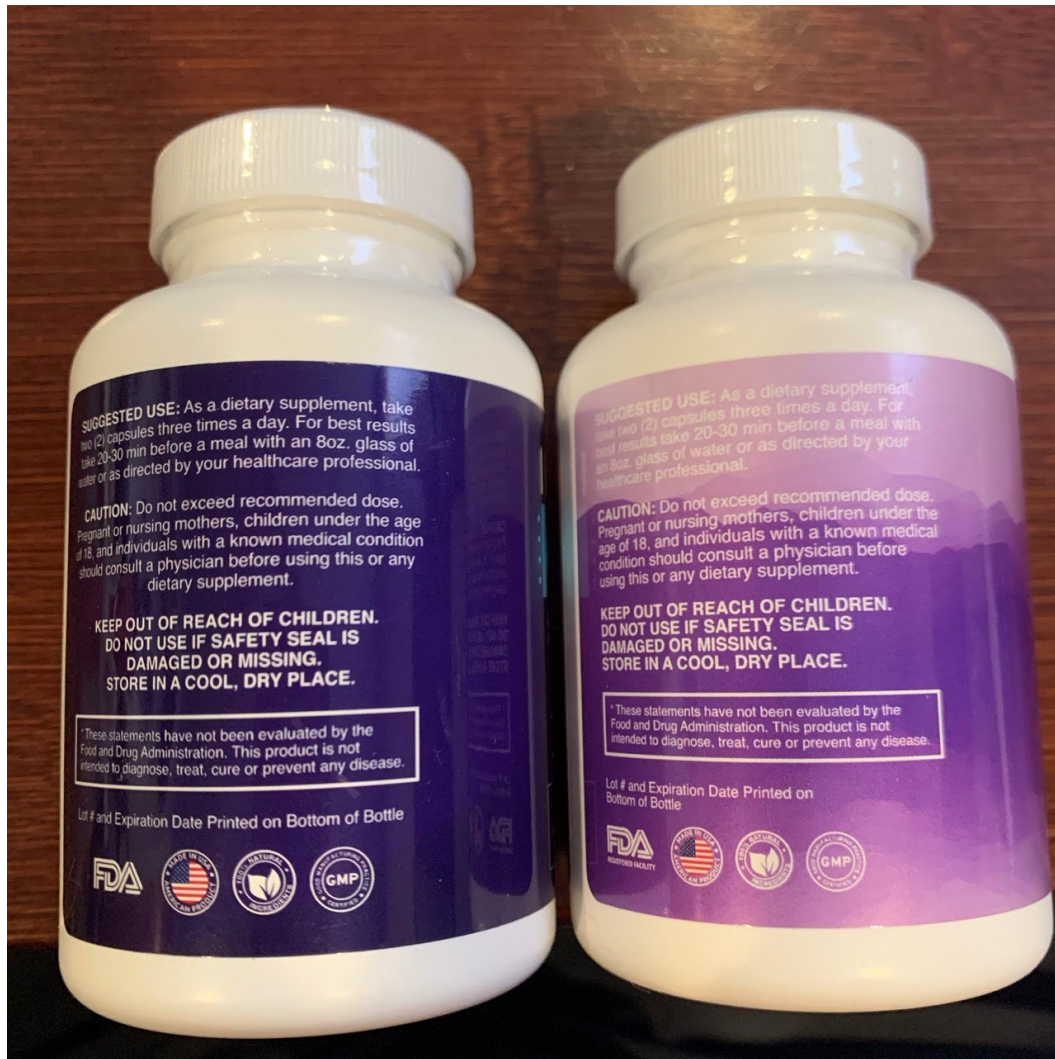
---

27 <sup>42</sup> <https://www.thefulfillmentlab.com/on-demand>

28 <sup>43</sup> <https://www.thefulfillmentlab.com/affiliates>






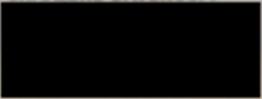






169. Similarly, the packing slips sent with the “Instant Keto” bottles to Ms. Sihler and with the “Ultra Fast Keto Boost” bottles to Ms. Bavencoff are the same, and they follow the exact template of the generic packing slip that is part of TFL’s software presented to potential clients in online demonstration videos regarding their “Proprietary Software.”<sup>44</sup> Compare the Keto packing slip (top) to the TFL generic packing slip (bottom):

<sup>44</sup> <https://www.thefulfillmentlab.com/proprietary-software>

ULTRA FAST KETO BOOST 3201 HILLSBOROUGH AVE 153201-1378 TAMPA FL, 33684		 8172152
<b>Bill To:</b>	<b>Ship To:</b> CHARLENE BAVENCOFF 	ShipDate: 2019/10/15 SLSOFR: 354769 REF: 11457221-17061 SHIPPER: Ultra Fast Keto Boost SHPOFR: 29631
SKU	QTY	Description
Ultra Fast Keto Boost	5	Ultra Fast Keto Boost
Thank you for your order!		
v14.8.56		

# Packing Slip: TFL Nutra Packing Slip :

Last updated 8/26/19, 4:31 PM

Type: DEFAULT-SHORTMSG

<b>Bill To:</b>	XXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX (XXX)-XXX-XXXX	<b>Ship To:</b>	XXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX (XXX)-XXX-XXXX  XXXXXXXXXXXXXXXXXXXX	<b>ShipDate:</b>	XX/XX/XXXX
				<b>SLSORD:</b>	XXXXXXXXXXXX
				<b>Ref:</b>	XXXXXXXXXXXX
				<b>SHIPPER:</b>	XXXXXXXXXXXX
				<b>ORDR#:</b>	XXXXXXXXXXXX
SKU	QTY	Description			
Thank you for your purchase!					

170. The packing slips for both “Instant Keto” and “Ultra Fast Keto Boost” list the same return address as 3201 Hillsborough Avenue 153201-1378, Tampa, Florida 33684. This address is a United States Post Office, which is the closest post office from the TFL office located only 2.4 miles away at 5136 W. Clifton Street, Tampa, Florida 33634. Tellingly, the BBB website lists the TFL office as the same Post Office on Hillsborough

1 Avenue.<sup>45</sup>

2 171. On information and belief, the TFL Defendants not only provide the white-  
3 label products to the Keto Doe Defendants perpetrating the Keto scheme, the TFL  
4 Defendants also handle the returns from unhappy customers. The packing slips for the  
5 Keto Products follow the exact same template of the packing slip in TFL's software, which  
6 is shown in TFL's online demonstration videos.<sup>46</sup>

7 172. On information and belief, as Ultra Fast Keto Boost and Instant Keto's return  
8 processor, TFL is aware of the numerous customers who submit the products for return.  
9 Along with these returns, TFL is notified by unhappy victims that they are being scammed  
10 with false advertisements and fake celebrity endorsements.

11 173. The TFL Defendants' role in handling product returns means that they  
12 necessarily would have had knowledge of customer complaints about the Keto Products.  
13 On information and belief, they would have received numerous complaints similar to the  
14 ones flooding various Internet pages regarding the Keto Products.

15 174. TFL is not a mere fulfillment company—in fact, they are a scam consulting  
16 operation masquerading as one. They provide numerous additional services, including  
17 customized software which is designed to harvest data about customers specifically to be  
18 used in marketing and advertising.<sup>47</sup>

19 175. In fact, TFL directly runs advertising campaigns for its customers. TFL's  
20 marketing director, Jelani Hunte, states on his LinkedIn profile that his duties include "Run  
21 and monitor marketing campaigns" and "Identify, recruit, and activate affiliates."<sup>48</sup>

22 176. The TFL Defendants specifically target free trial scammers as their customers  
23 at various conferences, including the Affiliate Summit and the Panama Global Banking  
24

---

25 <sup>45</sup> [https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/details)  
26 [inc-0653-90142042/details](https://www.bbb.org/us/fl/tampa/profile/not-elsewhere-classified/the-fulfillment-lab-inc-0653-90142042/details)

26 <sup>46</sup> <https://gfs.thefulfillmentlab.com/client/16794/inventory/packing-slip/558>.

27 <sup>47</sup> [https://www.thefulfillmentlab.com/blog/the-fulfillment-lab-is-a-fulfillment-solutions-](https://www.thefulfillmentlab.com/blog/the-fulfillment-lab-is-a-fulfillment-solutions-business)  
28 [business](https://www.thefulfillmentlab.com/blog/the-fulfillment-lab-is-a-fulfillment-solutions-business).

<sup>48</sup> <https://www.linkedin.com/in/jelani-hunte-89a58aba/>.

1 Summit, which describes itself as a conference for “high risk” verticals such as “nutra,” or  
2 nutraceuticals. Defendant Nelson attended this conference in Panama as a “top sponsor”  
3 on behalf of The Fulfillment Lab, and he did so with the specific intention of recruiting  
4 scammers as customers for the company.

5 177. The TFL Defendants’ knowledge that victims were complaining is itself an  
6 intentional act of deception designed to hide their role in the fraud: the TFL Defendants  
7 falsely told victims and the BBB that it is not involved with processing orders, billing, or  
8 refunds when its website, presentations, and software make clear that it provides much  
9 more.

10 178. The TFL Defendants knew about these complaints as far back as July 2017  
11 when the BBB contacted the company as part of its investigation into the company’s  
12 business practices, and as recently as December 2019, when the Tampa news channel  
13 investigator visited its office asking questions about their business practices. Despite these  
14 investigations and consumer complaints, the TFL Defendants have continued to do  
15 business with these scammers and have successfully assisted the scammers in perpetrating  
16 the fraud against Plaintiffs and the Class Members.

17 179. On information and belief, the TFL Defendants were acting as consultants to  
18 assist the scammers in operating their scams in order to generate shipping business, and  
19 they did so from at least February 2018 through the present. And on information and belief,  
20 the TFL Defendants acted as consultants to assist the Keto Doe Defendants in defrauding  
21 consumers, they knew that the fraud was occurring, and intentionally continued to aid and  
22 support the Keto Doe Defendants in their fraud despite this knowledge.

23 180. Defendant Richard Nelson is TFL’s President, as well as the President of  
24 TFL’s predecessor, Skinutra Inc. (“Skinutra”). Both companies have the same principal  
25 office address at 5136 West Clifton Street, Tampa, Florida, 33634.

26 181. Mr. Nelson is no stranger to perpetrating affiliate marketing schemes.  
27 Although Skinutra’s website at <https://www.skinutra.com> has no content, its previous  
28 webpages have been archived, and the site was active at least through 2019. In 2015,



1 Skinutra’s website made it clear that it was more than just a fulfillment center and proudly  
2 boasted it can actively assist its clients with “straight sale” scams:

3  
4 We utilize our industry knowledge, strategic partnerships, and global  
5 expertise to realistically make available product and service solutions  
6 designed to streamline implementation, diversification, and expansion of  
7 their sales campaign on a domestic and global level.

8 **Whether your campaign consists of Trails (sic), Continuity, and or**  
9 **Straight Sale; SKINUTRA’s has a solution for you.**  
(emphasis added.)

10 182. Skinutra’s foregoing statements demonstrate Skinutra clearly understands the  
11 different scams pervading the industry, including “trials,” “continuity,” and “straight sale”  
12 models. This is exactly the “industry knowledge” that Mr. Patel acknowledged during his  
13 keynote speech at the *Affiliate Summit West*: “Some of you guys do straight sells, so when  
14 they click from that Oprah landing page, they go into a straight sell instead of forced  
15 continuity.”

16 183. Skinutra’s website also boasts its ability to provide “service solutions” to  
17 expand its clients’ sales. This is another code phrase meaning Skinutra will actively assist  
18 scammers in maximizing their sales and making as much money as possible before their  
19 victims discover the fraud.

20 184. By 2019, the Skinutra website had been updated to make it clear that TFL and  
21 Skinutra are related. The bottom of Skinutra’s home page showed “Copyright 2017 THE  
22 FULLFILLMENT LAB. All Rights Reserved.” In addition, Skinutra’s information page  
23 was updated with a different style, but the same message that “We’ll brand any product we  
24 carry with your corporate identity and you’re all set. And of course, when it comes to time  
25 to handle all those orders, visit THE FULFILLMENT LAB.”

1           185. Skinutra further bragged that: “Unlike other small business, it does not take  
2 much time to start selling Nutraceuticals from the comfort of your home. And to top it off,  
3 **we do most of the work.**”<sup>49</sup>

4           186. Mr. Nelson specifically directs TFL’s activities with respect to Internet  
5 scammers, and he personally led efforts to customize software that would enable their  
6 customers (the scammers) to more effectively market their products: “After researching  
7 some of the CRM software already on the market, and being unimpressed by it, he decided  
8 to create his own, which would give online retailers more visibility about consumer buying  
9 habits, as well as the ability to fully customize orders and get better insight into their  
10 inventories.”<sup>50</sup>

11           187. On information and belief, and based on public data on number of complaints  
12 to the BBB and elsewhere, the Keto Doe Defendants were one of the largest affiliate  
13 marketing scams nationwide in the last year, and were such a high-volume customer for  
14 TFL that Mr. Nelson was necessarily personally involved in recruiting them as customers  
15 and managing their account. Given this volume, on information and belief Mr. Nelson  
16 personally assisted the Keto Doe Defendants in advising on their scam, and given his  
17 comments to reporters indicating knowledge of the fraud which occurred prior to the named  
18 Plaintiffs being injured, Mr. Nelson personally intended to injure the Plaintiffs and the  
19 Class.

20           188. The TFL Defendants purposely directed their activities towards California by  
21 shipping products to California residents, accepting and processing returns and complaints  
22 from California residents, consulting with the Keto Doe Defendants on sales that they knew  
23 would be made to California residents, and otherwise providing the services listed on their  
24 website in connection with California customers.

25  
26  
27 <sup>49</sup> <https://web.archive.org/web/20190611002235/http://skinutra.com/nutraceuticals/>.

28 <sup>50</sup> <https://gritdaily.com/the-fulfillment-lab-customizes-packaging-to-enhance-the-ecommerce-experience/>.

189. These intentional acts were expressly aimed at California residents. The TFL Defendants targeted their conduct at California residents, including the Plaintiffs, and knew they were California residents by virtue of their shipping addresses and other contact information. On information and belief, these acts involved ongoing, systemic, and continuous contact with California because the shipment of Keto Products has been ongoing since at least February 2018, and consumers continue to complain even as of filing. The acts were entirely commercial in nature, as the TFL Defendants marketed themselves as providing services specifically to scammers they knew would sell nationwide via the Internet.

190. The TFL Defendants generated substantial profits from their acts aimed at California residents. They intentionally assisted the Keto Doe Defendants in placing the Keto Products into the stream of commerce, knowing and intending that they would be advertised over the Internet to and purchased by California consumers.

191. The TFL Defendants knew or should have foreseen that their actions would cause harm in California. As described above, they intentionally assisted the scammers over a lengthy period of time. They have provided various services to the Keto Doe Defendants knowing that California consumers are being harmed by the scam, and specifically interacting with those consumers when they attempted to obtain refunds from the fraudulent charges. Had they not provided these services, the California consumers would not have been harmed because the Keto Products would not have been shipped to them and the Keto Doe Defendants would not have benefitted from the experience of the TFL Defendants in helping other scammers design their business processes.

192. Because of these facts, personal jurisdiction is appropriate in California over the TFL Defendants.

### **CLASS ACTION ALLEGATIONS**

193. Plaintiffs incorporate all preceding and subsequent paragraphs by reference as if set forth fully herein.

1           194. Plaintiffs bring this class action pursuant to Fed. R. Civ. P. Rule 23, seeking  
2 certification of Plaintiffs' claims and certain issues in this action on the Class, consisting  
3 of:

4               **Nationwide Class:** All consumers in the United States who, within the  
5 applicable statute of limitations period until the date notice is disseminated,  
6 were billed for the Keto Products.

7  
8           195. Plaintiffs seek certification of the following subclass:

9               **California Class:** All consumers in the United States who, within the  
10 applicable statute of limitations period until the date notice is disseminated,  
11 were billed for the Keto Products.

12  
13           196. "Keto Products" means "Instant Keto," "InstaKeto," and "Ultra Fast Keto  
14 Boost." Plaintiffs expect that this definition will be modified in discovery as information  
15 is obtained from the John Doe Defendants. In particular, Plaintiffs expect that there may  
16 be other products sold by the same Defendants with the exact same formulation, similar or  
17 identical injuries, but different labels or names. Plaintiffs further expect that the conduct of  
18 the affiliates, the Defendants, or the "crooked processors" may be subject to a different and  
19 much broader class that encompasses identical injuries that go beyond this specific product  
20 line.

21           197. Excluded from the Class are governmental entities, Defendants, any entity in  
22 which Defendants have a controlling interest, and Defendants' officers, directors, affiliates,  
23 legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns.  
24 Also excluded from the Class is any judge, justice, or judicial officer presiding over this  
25 matter and the members of their immediate families and judicial staff.

26           198. Plaintiffs reserve the right to amend or modify the class descriptions by  
27 making it more specific or dividing the class members into subclasses or limiting the issues.  
28

1           199. NUMEROSITY: Plaintiffs are informed and believe, and on that basis allege,  
 2 that the Plaintiffs Class is so numerous that individual joinder of all members would be  
 3 impracticable. It is apparent that the number of consumers of injured by similar or identical  
 4 Products by the Defendants would be so large as to make joinder impracticable as the Class  
 5 (or Classes) would be comprised of thousands of consumers geographically dispersed  
 6 throughout the United States. While the exact number of Class members is currently  
 7 unknown, such information can be ascertained through appropriate discovery.

8           200. COMMONALITY: Defendants' practices and omissions were applied  
 9 uniformly to all members of the Class, so that the questions of law and fact are common to  
 10 all members of the Class. All members of the putative Classes were and are similarly  
 11 affected by having purchased and used the Keto Products, and the relief sought herein is  
 12 for the benefit of Plaintiffs and members of the putative Class.

13           201. PREDOMINANCE: Questions of law and fact common to the Class exist that  
 14 predominate over questions affecting only individual members, including but not limited  
 15 to:

- 16           a) whether Defendants' representations discussed above are misleading, or
- 17           objectively reasonably likely to deceive;
- 18           b) whether Defendants' omissions discussed above involve facts the Defendants
- 19           were obliged to disclose or facts contrary to representations by the
- 20           Defendants;
- 21           c) whether the Defendants' owed consumers a duty to disclose the omitted
- 22           material facts;
- 23           d) whether Defendants' alleged conduct is unlawful;
- 24           e) whether the alleged conduct constitutes violations of the laws asserted;
- 25           f) whether the Defendants' wrongful conduct was intentional or knowing;
- 26           g) whether the Defendants' wrongful conduct warrants punitive damages;
- 27           h) whether Defendants engaged in false or misleading advertising; and
- 28



1 i) whether Plaintiffs and Class members are entitled to appropriate remedies,  
2 including restitution, damages, and injunctive relief.

3 202. TYPICALITY: The claims asserted by Plaintiffs in this action are typical of  
4 the claims of the members of the Class, as the claims arise from the same course of conduct  
5 by Defendants, all members of the Class have been similarly affected by Defendants'  
6 course of conduct, and the relief sought is common.

7 203. ADEQUACY: Plaintiffs will fairly and adequately represent and protect the  
8 interests of the members of the Class. Plaintiffs have no interest adverse to the interests of  
9 the other Class members. Plaintiffs have retained competent counsel with substantial  
10 experience in complex litigation and litigation involving scientific and technical issues,  
11 who are committed to vigorously prosecuting this action on behalf of the Class.

12 204. SUPERIORITY: A class action is superior to other available methods for the  
13 fair and efficient adjudication of the present controversy, in that it will permit a large  
14 number of claims to be resolved in a single forum simultaneously, efficiently, and without  
15 the unnecessary hardship that would result from the prosecution of numerous individual  
16 actions and the duplication of discovery, effort, expense and burden on the courts that  
17 individual actions would engender. The benefits of proceeding as a class action, including  
18 providing a method for obtaining redress for claims that would not be practical to pursue  
19 individually, are far superior than any difficulties that might be argued with regard to the  
20 management of this class action. This superiority makes class litigation superior to any  
21 other method available for the fair and efficient adjudication of these claims. Absent a class  
22 action, it would be highly unlikely that the representative Plaintiffs or any other members  
23 of the Class would be able to protect their own interests because the cost of litigation  
24 through individual lawsuits might exceed expected recovery.

25 205. Certification of this class action is appropriate because the questions of law or  
26 fact common to the respective members of the Class predominate over questions of law or  
27 fact affecting only individual members. Certification also is appropriate because  
28 Defendants acted, or refused to act, on grounds generally applicable to the Class, thereby

1 making appropriate the relief sought on behalf of the Class as a whole. Further, given the  
 2 large number of potentially injured consumers, allowing individual actions to proceed in  
 3 lieu of a class action would run the risk of yielding inconsistent and conflicting  
 4 adjudications. Certification of Plaintiffs' claims for class-wide treatment is also appropriate  
 5 because Plaintiffs can prove the elements of the claims on a class-wide basis using the same  
 6 evidence as would be used to prove those elements in individual actions alleging the same  
 7 claims.

8 206. Notice to the members of the Class may be accomplished inexpensively,  
 9 efficiently, and in a manner best designed to protect the rights of all Class members. Class  
 10 notice can likely be directly sent to individual members of the Class because Defendants'  
 11 own records and documents will likely identify all members of the Class and contain their  
 12 contact information.

### 13 **CAUSES OF ACTION**

#### 14 **FIRST CAUSE OF ACTION**

#### 15 **Violation of the Consumer Legal Remedies Act**

#### 16 **Cal. Civ. Code § 1750, *et seq.***

17 207. Plaintiffs incorporate all preceding and subsequent paragraphs by reference as  
 18 if set forth fully herein.

19 208. Plaintiffs bring this claim individually and on behalf of the Class.

20 209. The CLRA prohibits deceptive practices in connection with the conduct of a  
 21 business that provides goods, property, or services primarily for personal, family, or  
 22 household purposes.

23 210. Defendants' false and misleading labeling and other policies, acts, and  
 24 practices were designed to, and did, induce the purchase and use of Defendants' Keto  
 25 Products for personal, family, or household purposes by Plaintiffs and Class Members, and  
 26 violated and continue to violate the following sections of the CLRA:

- 27 a. § 1770(a)(2): misrepresenting the source, sponsorship, approval, or  
 28 certification of goods or services, in particular through the false

celebrity endorsements and false presentation of websites as news articles described herein;

b. § 1770(a)(3): misrepresenting the affiliation, connection, or association with, or certification by, another, in particular through the false celebrity endorsements and false presentation of websites as news articles described herein;

c. § 1770(a)(5): representing that goods have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, in particular through the false celebrity endorsements, the “false front” websites, the representations regarding limited supply, and the false presentation of websites as news articles described herein;

d. § 1770(a)(7): representing that goods are of a particular standard, quality, or grade if they are of another, in particular the false celebrity endorsements as described herein;

e. § 1770(a)(9): advertising goods with intent not to sell them as advertised, in particular in representing that additional bottles of the Keto Products would be sold at no cost to consumers who purchased two or more bottles of the Keto Products, when the Defendants in fact intended to charge – and did charge - the consumers full price for every single bottle delivered to the consumers;

f. § 1770(a)(13): making false or misleading statements of fact concerning reasons for, existence of, or amounts of, price reductions, in particular the false representations of additional “free” bottles with the purchase of two or more bottles, the false representations that the additional bottles would cost \$0.00, and the false representations regarding limited supply as described herein.

211. Defendants profited from their sales of the falsely, deceptively, and unlawfully advertised Product to unwary consumers.

212. Plaintiffs and members of the Class purchased the Products for personal use, in reliance on Defendants' false and misleading material claims as described herein.

213. Defendant Beyond Global Inc., as well as the Keto Doe Defendants, directly violated each of the sections of the CLRA listed above. Those defendants sold and distributed the Keto Products, operated ultrafastketoboost.com and instaketo.com, as well as the "false fronts," and worked with other John Doe affiliates and affiliate networks to create fake celebrity advertisements.

214. **Aiding and Abetting (TFL):** Defendant The Fulfillment Lab, Inc. aided and abetted Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus also responsible for and liable for their conduct under this Cause of Action. The Fulfillment Lab, Inc. knew about these violations of the CLRA and knew that these misrepresentations were being made to Plaintiffs and the Class. On September 30, 2019, TFL received a complaint on its BBB page stating "the ad said buy 3 get 2 free. they chareged me to all 5 bottles overcharging me. it was keto diet pill ad on face book was buy 3 bottle and get 2 free , the charded me for all 5 bottle.... one bottle was \$34.95 they chaged me over \$200 (sic)."<sup>51</sup> TFL responded to this complaint on October 17, 2019, acknowledging that it shipped the Keto product, disclaiming any responsibility, and offering to put the consumer in touch with the manufacturer. On November 20, 2019, TFL received a complaint on its BBB page regarding Ultrafast Keto Boost stating that "Shark Tank was used to sell product falsely," "Price was incorrect when billed," "Purchase date 9/24/2019 \$198.70, Price online was \$99.00," and "It was a scam from the get go."<sup>52</sup> TFL responded to this complaint on December 4, 2019 acknowledging that it shipped Ultrafast Keto Boost, disclaiming any responsibility, and offering to put the consumer in touch with the manufacturer. TFL was specifically made aware that Instant Keto was fraudulent (and specifically made aware that consumers were being shipped more bottles than they paid for) in December 2019 when a

<sup>51</sup> <https://www.bbb.org/us/fl/tampa/profile/high-risk-free-trial-offers/the-fulfillment-lab-inc-0653-90142042/complaints> (last visited Dec. 13, 2020).

<sup>52</sup> *Id.*

1 local news station interviewed various employees there and ran a story about it. Consumers  
 2 also made several other complaints on TFL's BBB page which TFL did not respond to, but  
 3 which on information and belief, its employees (including Rick Nelson) read because they  
 4 repeatedly responded to other complaints on the same page. On October 2, 2019, a  
 5 consumer complained: "Ultra Fast Keto Boost advertises a 30 day money back guarantee.  
 6 TFL filled the order.... You try the support site and get more advertising for the product.  
 7 Call the number they want to give two bottles of ? told them I wanted the full refund as  
 8 stated. then it was I can give you 25% , I said no full refund. She put me on hold came back  
 9 and said there would be a \$5.00 restocking fee and I would have to pay for return shipping.  
 10 This advertising a full 30 day refund is fraud not disclosing all details of returns."<sup>53</sup> On  
 11 November 1, 2019, a consumer complained: "THIS COMPANY ASSOCIATED  
 12 W/KETOBOOST IS A RIP OFF SCAM. I ORDERED 1 BOTTLE OF KETO BOOST  
 13 AND THEY CHARGED ME \$149.98 THEY SAID THEY WOULD REFUND \$79.98  
 14 BUT NOT ONLY DID THEY NEVER DO IT THEY WONT ANSWER THE PHONE  
 15 SO THEY GAVE ME ANOTHER NUMBER TO CALL THEY KEEP SAYING THEY  
 16 WILL REFUND THE DIFFERENCE BUT NEVER HAVE.AND I AM A DISABLED  
 17 VET ON A FIXED INCOME WHAT A WAY FOR A COMPANY TO TREAT A  
 18 VETERAN."<sup>54</sup> On December 19, 2019, a consumer complained: "Ordered keto from tv,  
 19 returned it on 9-19-19. I am in need of refund \$198.70."<sup>55</sup>

20 215. TFL knew of the CLRA violations and misrepresentations involving the Keto  
 21 Products from the very beginning of the wrongful conduct. In addition to the BBB reviews  
 22 posted on TFL's BBB page specific to the Keto Products and the local news story, other  
 23 circumstantial evidence about its business practices supports this allegation. As described  
 24 herein, TFL was contacted by the BBB in July 2017 regarding its' clients business  
 25

26  
 27 <sup>53</sup> <https://www.bbb.org/us/fl/tampa/profile/high-risk-free-trial-offers/the-fulfillment-lab-inc-0653-90142042/customer-reviews> (last visited Dec. 13, 2020).

28 <sup>54</sup> *Id.*

<sup>55</sup> *Id.*



1 practices, and was specifically made aware that it was shipping products sold using fake  
2 celebrity advertisements and “unauthorized and/or unexpected charges.” Ultrafast Keto  
3 Boost is included on a list of TFL products using these deceptive tactics that the BBB  
4 maintains on the TFL complaints page, which TFL and Defendant Nelson have repeatedly  
5 accessed to reply to comments on. As described herein, TFL acted as the returns processor  
6 for the Keto Products, and it was made aware of the CLRA violations and  
7 misrepresentations through customer complaints. TFL provided its custom software to  
8 Beyond Global Inc. and the Keto Doe Defendants, integrated that software into  
9 ultrafastketoboost.com and instaketo.com, meaning it was aware of all of the  
10 misrepresentations on those websites. TFL further directly runs advertising campaigns for  
11 its customers and assists in that advertising, including for Beyond Global Inc. and the Keto  
12 Doe Defendants, meaning that it was aware of the fake celebrity advertisements and other  
13 misrepresentations described herein as being part of the sales funnel. TFL was further  
14 familiar with schemes like this generally because it specifically targeted scammers as  
15 customers and recruited them as clients at conferences. TFL further acted as consultants  
16 for Beyond Global Inc. and the Keto Doe Defendants in their scam, and in that role was  
17 necessarily aware of how the scam worked. Because a large number of TFL’s customers  
18 have been “free trial scammers” since its inception, TFL was aware that on April 12, 2019,  
19 Mastercard introduced stricter payment processing rules for subscription billing. Those  
20 rules made it far more difficult to run a subscription scam. But these scams are generally  
21 billed under a particular code: MCC 5968 (Direct Marketing—Continuity/Subscription  
22 Merchants). If the products were shipped as a subscription, they would be subject to rules  
23 including regular account reviews by Mastercard, strict disclosure requirements, and a  
24 requirement to obtain explicit customer permission to charge the card after a “free trial”  
25 ended. TFL knew that by shipping the products in a single batch, instead of a subscription,  
26 it was helping its existing “free trial scam” customers continue their scam by allowing them  
27 to bill under codes that were not subject to the new rules but to continue to ship unordered  
28 products. The BBB reviews on the TFL page reflect that customer complaints regarding

1 TFL began shifting from complaints about free trial scams to primarily complaints about  
2 multi-bottle shipments around this time. TFL was further aware of the wrongs being  
3 committed because it has a multi-month “onboarding” process for new customers in which  
4 Defendant Nelson guided and advised Beyond Global Inc. and the Keto Doe Defendants,  
5 and because Beyond Global Inc. and the Keto Doe Defendants were long-term clients of  
6 TFL. TFL further has a policy of signing separate contracts with each shell company used  
7 by scammers to sign up for merchant accounts, which was revealed in sworn declarations  
8 in a separate lawsuit in *Vanderpool v. Pai*, No. SC129441, filed in Los Angeles County  
9 Superior Court. There, TFL was the shipping company for a free trial scammer who was  
10 ultimately prosecuted in Puerto Rico. TFL signed separate contracts with the Wyoming  
11 shell companies being used to sign up for merchant accounts there. Because of this policy,  
12 TFL was aware of the false fronts and merchant accounts scheme here because it was  
13 signing contracts with large numbers of companies to ship the same products. The  
14 Fulfillment Lab, Inc. knew these violations and misrepresentations were a breach of duty  
15 to Plaintiffs and the Class because it knew Beyond Global Inc. and the Keto Doe  
16 Defendants were committing fraud, intentional torts, were exposing Plaintiff and the Class  
17 to harms TFL could foresee, and TFL knew they were not being treated with due care but  
18 instead were being intentionally defrauded.

19 216. The Fulfillment Lab, Inc. gave substantial assistance and encouragement to  
20 Beyond Global Inc., the Keto Doe Defendants, and other John Does by: shipping the Keto  
21 Products, providing access to their fulfillment software and integrating it with the  
22 ultrafastketoboost.com and instaketo.com websites, providing white label product services,  
23 providing advice and encouragement, including advice on how to market the products and  
24 advice on how to structure the shipments to enable the fraud to avoid VISA and Mastercard  
25 rules, providing marketing resources and articles, handling returns and complaints, directly  
26 running advertising campaigns, acting as general consultants advising on how to run the  
27 scam, and using their strategic partnerships to refer them to other service providers. The  
28 Fulfillment Lab, Inc.’s conduct was a substantial factor in causing harm to Plaintiffs and

1 the Class. The shipping services and shipping of the unordered products were a necessary  
2 fig leaf to avoid detection of the fraud and to enable victims' credit cards and bank accounts  
3 to be billed without chargebacks being issued by their banks, and by knowingly shipping  
4 more bottles than consumers actually ordered TFL enabled the other defendants to issue  
5 unauthorized charges for more than the consumers agreed to. Without TFL's assistance,  
6 Beyond Global Inc., the Keto Doe Defendants, and other John Does' scam could not have  
7 operated—they could not have shipped the products, they would not have had products to  
8 ship because of the white label services, they would not have been able to target customers  
9 using the software data, and they would not have had TFL's advice on how to avoid new  
10 card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the  
11 Class would not have occurred but for The Fulfillment Lab, Inc.'s conduct because the  
12 scam would have been quickly flagged as fraud and the merchant accounts cancelled  
13 without these shipping services to provide the "fig leaf" of a purported product sale. The  
14 Fulfillment Lab's conduct was a proximate cause of the injuries to Plaintiffs and the Class  
15 because the injuries were direct and reasonably foreseeable results of the conduct, in that  
16 TFL knew how the scam worked and knew about the misrepresentations made on the  
17 websites, and it was reasonably foreseeable that providing this assistance would result in  
18 customers being billed for products they did not order and which were marketed in  
19 violation of the CLRA. The Fulfillment Lab, Inc. had specific intent to facilitate the  
20 wrongful conduct by Beyond Global Inc., the Keto Doe Defendants, and other John Does  
21 and consciously decided to participate in that tortious conduct, as evidenced by its  
22 recruitment of scammers at conferences, its continued participation despite consumer  
23 complaints and investigations by the BBB and the media, and the other facts suggesting its  
24 knowledge.

25       217. Even if it did not have knowledge of the wrongful conduct, The Fulfillment  
26 Lab, Inc. is separately responsible for and liable for the CLRA violations and  
27 misrepresentations by Beyond Global Inc., the Keto Doe Defendants, and other John Does  
28 as an aider and abettor because it gave them substantial assistance in achieving the tortious

1 result and its own conduct, separately considered, constitutes a breach of duty to Plaintiff  
 2 and the Class. The Fulfillment Lab, Inc. owed duties to Plaintiffs and the Class, including  
 3 a duty not to commit fraud, a duty not to commit intentional torts, a general duty of due  
 4 care to avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed  
 5 under Cal. Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating  
 6 California and Federal laws, and general duties of care arising from its relationship with  
 7 and interaction with Plaintiffs and the Class. The Fulfillment Lab, Inc.’s own conduct,  
 8 separately considered, breached these duties because it directly committed torts against  
 9 Plaintiff and the Class, namely violations of the UCL “unlawful prong” described in the  
 10 Fourth Cause of Action (specifically, mail fraud, violations of the Sherman Food, Drug, &  
 11 Cosmetic Law, and violations of the Federal Food, Drug, & Cosmetic Act) and violations  
 12 of RICO as described in the Fifth Cause of Action. As described above, it gave them  
 13 substantial assistance in achieving the tortious result.

14       **218. Aiding and Abetting (Nelson):** Defendant Rick Nelson aided and abetted  
 15 Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus also  
 16 responsible for and liable for their conduct under this Cause of Action. Mr. Nelson knew  
 17 about these violations of the CLRA and knew that these misrepresentations were being  
 18 made to Plaintiffs and the Class. Mr. Nelson was specifically informed of the violations  
 19 because he was the individual responding on behalf of TFL to the BBB Complaints  
 20 discussed herein, including the complaints regarding the Keto Products on September 30,  
 21 2019 and November 20, 2019. Many of TFL’s responses to customer complaints  
 22 specifically identify Nelson as the author. On August 13, 2018, TFL received a complaint  
 23 on its BBB page about “weight loss products” that TFL was shipping which the consumer  
 24 had not ordered and had specifically cancelled. Mr. Nelson responded on August 28, 2018  
 25 acknowledging that TFL had shipped the product and claiming the consumer had agreed  
 26 via the terms and conditions. On June 27, 2018, TFL received a complaint on its BBB page  
 27 about a skin cream, informing TFL that it was shipping products to the consumer as part  
 28 of a “fraud” even though the consumer had never ordered them. On July 6, 2018, Mr.

1 Nelson again responded and again claimed that the consumer had agreed via the terms of  
2 service. On March 14, 2018, TFL received a complaint on its BBB page that outlined a  
3 “free trial scam” and specifically accused TFL of assisting with it: “I looked on the BBB  
4 website and there are numerous complaints similar to mine for this company and many  
5 others at this same address. This matter needs to be investigated by your office. This  
6 company is scamming people out of hundreds of dollars and is committing fraud.” Mr.  
7 Nelson responded on March 28, 2018, acknowledging that TFL shipped the product but  
8 disclaiming any responsibility and pointing to the terms of service. Notably, all three  
9 complaints involved the same company—and yet TFL and Nelson continued shipping  
10 products for them. Mr. Nelson had knowledge of the fraud because he was personally  
11 contacted by journalists from a local news station about the fraud as described herein. He  
12 had knowledge as a result of his personal attendance at conferences where he sought free  
13 trial scammers as clients, including the Panama Global Banking Summit. He further had  
14 knowledge as a result of his role as CEO of TFL, which through much of this period was  
15 a smaller company which Mr. Nelson has described as having a “startup” atmosphere,  
16 meaning Nelson was aware of all of its activities.<sup>56</sup> Mr. Nelson further engages in “live  
17 chat meetings” with clients, and as a result of these meetings had personal knowledge of  
18 the nature of the wrongs being committed by Beyond Global Inc., the Keto Doe  
19 Defendants, and other John Does.<sup>57</sup> At a presentation at the Panama Global Banking  
20 Summit in 2017, Mr. Nelson stated that he “onboards” customers in a multi-month process  
21 and that he “advises” and “guides” them.<sup>58</sup> He further repeatedly stated that TFL avoids  
22 short term customers and instead has long-term relationships with them: “We don’t want  
23 business that’s going to be 2 months, 3 months, 4 months. We want to do business with  
24 people that are going to be here 12 months, 2 years, 5 years, 10 years. So everyone on the  
25

---

26 <sup>56</sup> <https://gritdaily.com/the-fulfillment-lab-customizes-packaging-to-enhance-the-ecommerce-experience/>.

27 <sup>57</sup> *Id.*

28 <sup>58</sup> <https://panama-gbs.com/rick-del-rio/>.



1 panel, I know you know everyone's clients here, they have very long lasting relationships  
2 with their clients.”<sup>59</sup> By onboarding Beyond Global Inc. and the Keto Doe Defendants, and  
3 by advising and guiding them, Nelson acquired detailed knowledge of the wrongs they  
4 were committing. On information and belief, based on these comments and based on the  
5 large volume of sales of the Keto Products at issue which would have required a larger  
6 client with many merchant accounts and a long history in these scams, Beyond Global Inc.  
7 and the Keto Doe Defendants were long-term clients of TFL for years before these products  
8 were sold, and previously ran “free trial scams” with TFL prior to the VISA/Mastercard  
9 rule changes. Because of this long business relationship, Nelson knew of the wrongs they  
10 were committing.

11 219. Nelson knew of the CLRA violations and misrepresentations involving the  
12 Keto Products from the very beginning of the wrongful conduct. This is supported by the  
13 evidence above, in particular his involvement in the “onboarding” process and his detailed  
14 involvement in advising and guiding clients. Nelson knew these violations and  
15 misrepresentations were a breach of duty to Plaintiffs and the Class because he knew  
16 Beyond Global Inc. and the Keto Doe Defendants were committing fraud, intentional torts,  
17 were exposing Plaintiff and the Class to harms he could foresee, and he knew they were  
18 not being treated with due care but instead were being intentionally defrauded.

19 220. Nelson gave substantial assistance and encouragement to Beyond Global Inc.,  
20 the Keto Doe Defendants, and other John Does by: directing, controlling, and supervising  
21 TFL's conduct described herein, including shipping the Keto Products, providing access to  
22 their fulfillment software and integrating it with the ultrafastketoboost.com and  
23 instaketo.com websites, providing white label product services, providing marketing  
24 resources and articles, handling returns and complaints, directly running advertising  
25 campaigns, acting as general consultants advising on how to run the scam, and using their  
26 strategic partnerships to refer them to other service providers. Nelson personally was  
27

---

28 <sup>59</sup> *Id.*

involved in providing advice and encouragement, both as part of the onboarding process and in live chat meetings, including advice on how to market the products and advice on how to structure the shipments to enable the fraud to avoid VISA and Mastercard rules. Nelson's conduct was a substantial factor in causing harm to Plaintiffs and the Class. The shipping services and shipping of the unordered products were a necessary fig leaf to avoid detection of the fraud and to enable victims' credit cards and bank accounts to be billed without chargebacks being issued by their banks, and by causing TFL to knowingly ship more bottles than consumers actually ordered Nelson enabled the other defendants to issue unauthorized charges for more than the consumers agreed to. Without Nelson's assistance, Beyond Global Inc., the Keto Doe Defendants, and other John Does' scam could not have operated—they could not have shipped the products, they would not have had products to ship because of the white label services, they would not have been able to target customers using the software data, and they would not have had Nelson's advice on how to avoid new card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the Class would not have occurred but for Nelson's conduct because the scam would have been quickly flagged as fraud and the merchant accounts cancelled without these shipping services to provide the "fig leaf" of a purported product sale. Nelson's conduct was a proximate cause of the injuries to Plaintiffs and the Class because the injuries were direct and reasonably foreseeable results of the conduct, in that Nelson knew how the scam worked and knew about the misrepresentations made on the websites, and it was reasonably foreseeable that providing this assistance would result in customers being billed for products they did not order and which were marketed in violation of the CLRA. Nelson had specific intent to facilitate the wrongful conduct by Beyond Global Inc., the Keto Doe Defendants, and other John Does and consciously decided to participate in that tortious conduct, as evidenced by his recruitment of scammers at conferences, his continued participation despite consumer complaints and investigations by the BBB and the media, and the other facts suggesting his knowledge.

221. Even if he did not have knowledge of the wrongful conduct, Nelson is separately responsible for and liable for the CLRA violations and misrepresentations by Beyond Global Inc., the Keto Doe Defendants, and other John Does as an aider and abettor because he gave them substantial assistance in achieving the tortious result and his own conduct, separately considered, constitutes a breach of duty to Plaintiff and the Class. Nelson owed duties to Plaintiffs and the Class, including a duty not to commit fraud, a duty not to commit intentional torts, a general duty of due care to avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating California and Federal laws, and general duties of care arising from TFL's relationship with and interaction with Plaintiffs and the Class. Nelson's own conduct, separately considered, breached these duties because he directly committed torts against Plaintiff and the Class, namely violations of the UCL "unlawful prong" described in the Fourth Cause of Action (specifically, mail fraud, violations of the Sherman Food, Drug, & Cosmetic Law, and violations of the Federal Food, Drug, & Cosmetic Act) and violations of RICO as described in the Fifth Cause of Action. As described above, Nelson gave them substantial assistance in achieving the tortious result.

**222. Conspiracy (General Allegations):** Defendants were part of a conspiracy to commit tortious conduct in violation of the CLRA. The wrongful CLRA violations were directly committed by Beyond Global Inc., the Keto Doe Defendants, and other John Does. The conspiracy was in existence between The Fulfillment Lab Inc., Rick Nelson, the Keto Doe Defendants, and other John Does at least as of February 20, 2018, when thesuperbooster.com (one of the false fronts) was first registered. On information and belief, and based on Nelson's comments that TFL seeks long term client relationships, the conspiracy was formed prior to that date. Beyond Global Inc. joined the conspiracy in July 2019, but the John Doe(s) behind it were part of the conspiracy prior to that date. The conspiracy operated at a high level as follows: the Keto Does and Beyond Global Inc. created the products in conjunction with TFL and Nelson as part of TFL's white label

1 product program; the Keto Does/Beyond Global Inc. created the websites, false fronts,  
2 signed up for merchant accounts with shell companies, and sent false front websites to  
3 banks; the Keto Does and Beyond Global Inc. marketed the products with advice and  
4 assistance from TFL and Nelson; Nelson personally advised the Keto Does and Beyond  
5 Global Inc. on how to run the scam and on their marketing; Nelson directed, controlled,  
6 and supervised TFL's conduct; TFL shipped the products and provided other services in  
7 support of the scheme; and other John Does were hired by the Keto Does and Beyond  
8 Global Inc. to perform other support services and to create "affiliate advertising" sending  
9 victims to the websites. Each Defendants' role in the conspiracy is described in further  
10 detail in this Complaint in the sections on each Defendant, which are incorporated here by  
11 reference.

12 223. The conspiracy damaged Plaintiffs and the Class, in that they lost money or  
13 property, time, and attention, were billed for products they did not order, and paid more for  
14 products than they would have had they been aware that Defendants' representations were  
15 false. Plaintiffs and other Class Members ended up with Products that were overpriced,  
16 inaccurately marketed, and did not have the characteristics, qualities, or value promised by  
17 Defendants, and therefore suffered injury in fact.

18 224. **Conspiracy (TFL):** Defendant The Fulfillment Lab Inc. was part of a  
19 conspiracy to commit the CLRA violations described herein. TFL agreed with Beyond  
20 Global Inc., the Keto Doe Defendants, and other John Does to commit these wrongful acts,  
21 and intended that these wrongful acts be committed. Such agreement is implied by the  
22 conduct of the parties and can be inferred from the nature of the acts done because: (1) TFL  
23 did not merely help operate this scam but at least 400 other similar scams; (2) TFL  
24 structured the shipments specifically to avoid Mastercard rules on subscription payments;  
25 (3) TFL had a close and longstanding business relationship with Beyond Global Inc. and  
26 the Keto Doe Defendants in which it advised them on marketing and how to run their  
27 scams; (4) TFL nominally had a policy of cancelling business relationships with companies  
28 "accused of fraudulent business practices" but repeatedly failed to follow that policy as to

1 its co-conspirators here; (5) TFL signed separate contracts with each shell company to ship  
2 the same products from the same website, implying knowledge of and agreement to the  
3 merchant account aspect of the fraud; (6) TFL specifically targeted scammers running fake  
4 celebrity ads and “free trials” to recruit as its clients at conferences; (7) TFL had a multi-  
5 month onboarding process for its co-conspirators in which it worked together with them  
6 advising them on their business; (8) TFL refused to cooperate in BBB investigations  
7 identifying its clients as committing fraud; (9) TFL continued working with its co-  
8 conspirators in this lawsuit even after another of its clients was indicted by federal  
9 prosecutors on May 15, 2019 in Puerto Rico for merchant account fraud in a “free trial”  
10 scam; and (10) TFL continued working with its co-conspirators even after receiving  
11 customer complaints of the fraud as the returns processor that it was shipping unordered  
12 products that had been falsely advertised. The agreement can be inferred from the  
13 relationship between the parties because of the close consulting relationship, because of  
14 the length of the business relationship, and because it was structured such that TFL was  
15 contracting with numerous shell companies individually despite knowing it was actually  
16 working for other John Doe(s). The agreement can be inferred from the interests of the co-  
17 conspirators because TFL received payment according to how many items it shipped, and  
18 therefore had incentive to encourage the shipment of as many items as possible regardless  
19 of whether they were actually ordered. There was at least a tacit agreement to commit the  
20 wrongful acts because TFL was repeatedly informed of these wrongful acts, and yet it did  
21 not quit shipping the products or terminate the business relationship despite telling  
22 customers complaining about Ultrafast Keto Boost on the BBB website that “TFL carefully  
23 reviews its relationship with any company that has been accused of fraudulent business  
24 practices.”

25       225. TFL agreed to cooperate in the commission of these wrongful acts and  
26 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
27 all of the activities identified as substantial assistance and encouragement in the aiding and  
28



1 abetting section of the First Cause of Action, which is incorporated by reference here. TFL  
2 acted in concert with its co-conspirators, as explained therein.

3 226. TFL was aware that its co-conspirators planned to commit these CLRA  
4 violations, and it knew of the unlawful purpose of the conspiracy, as described *supra* in the  
5 aiding and abetting section of the First Cause of Action as to TFL, which is incorporated  
6 here by reference. TFL acted in furtherance of its own financial gain, in that it was paid for  
7 its services by Beyond Global Inc. and the Keto Doe Defendants and made money each  
8 time a customer was injured. TFL owed duties to Plaintiffs and the Class, including a duty  
9 not to commit fraud, a duty not to commit intentional torts, a general duty of due care to  
10 avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed under Cal.  
11 Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating California and  
12 Federal laws, and general duties of care arising from its relationship with and interaction  
13 with Plaintiffs and the Class.

14 227. **Conspiracy (Nelson):** Defendant Nelson was part of a conspiracy to commit  
15 the CLRA violations described herein. Nelson agreed with Beyond Global Inc., the Keto  
16 Doe Defendants, and other John Does to commit these wrongful acts, and intended that  
17 these wrongful acts be committed. Such agreement is implied by the conduct of the parties  
18 and can be inferred from the nature of the acts done because: (1) Nelson personally advised  
19 the Keto Does and Beyond Global Inc. on how to run the scam and on their marketing, in  
20 particular in the onboarding process and in live chats; (2) Nelson directed, controlled, and  
21 supervised TFL's conduct, including the ten items listed in the conspiracy claim in the First  
22 Cause of Action as to TFL, which are incorporated herein by reference; (3) Nelson  
23 personally responded to BBB complaints as to the Keto Products, including by describing  
24 TFL's nominal policy of cancelling business relationships with companies "accused of  
25 fraudulent business practices," but then did nothing to investigate or cancel the  
26 relationship; (4) Nelson was aware of the BBB investigation since 2017 but continued to  
27 cause TFL to work with clients he knew to be committing fraud; (5) Nelson personally  
28 recruited clients he knew to be committing fraud at conferences; (6) Nelson was contacted

1 by local media regarding the InstaKeto product but again failed to enforce TFL's nominal  
2 policy as to fraudulent business practices; and (7) Nelson advised his co-conspirators on  
3 how to structure the shipments to enable the fraud to avoid VISA and Mastercard rules.  
4 The agreement can be inferred from the relationship between the parties because of the  
5 close consulting relationship, because of the length of the business relationship, because it  
6 was structured such that TFL was contracting with numerous shell companies individually  
7 despite knowing it was actually working for other John Doe(s), and because of Nelson's  
8 role in onboarding clients and in controlling TFL's activities. The agreement can be  
9 inferred from the interests of the co-conspirators because Nelson owns TFL, and TFL  
10 received payment according to how many items it shipped, and therefore he had incentive  
11 to encourage the shipment of as many items as possible regardless of whether they were  
12 actually ordered. There was at least a tacit agreement to commit the wrongful acts because  
13 Nelson was repeatedly informed of these wrongful acts, and yet he did not quit shipping  
14 the products or terminate the business relationship despite telling customers complaining  
15 about Ultrafast Keto Boost on the BBB website that "TFL carefully reviews its relationship  
16 with any company that has been accused of fraudulent business practices."

17 228. Nelson agreed to cooperate in the commission of these wrongful acts and  
18 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
19 all of the activities identified as substantial assistance and encouragement in the aiding and  
20 abetting section of the First Cause of Action, which is incorporated by reference here.  
21 Nelson acted in concert with his co-conspirators, as explained therein.

22 229. Nelson was aware that his co-conspirators planned to commit these CLRA  
23 violations, and he knew of the unlawful purpose of the conspiracy, as described *supra* in  
24 the aiding and abetting section of the First Cause of Action as to Nelson, which is  
25 incorporated here by reference. Nelson acted in furtherance of his own financial gain, in  
26 that TFL was paid for its services by Beyond Global Inc. and the Keto Doe Defendants and  
27 made money each time a customer was injured, and Nelson further profited by providing  
28 other services through other companies he owned such as Skinutra. Nelson owed duties to

1 Plaintiffs and the Class, including a duty not to commit fraud, a duty not to commit  
2 intentional torts, a general duty of due care to avoid exposing Plaintiffs and the Class to  
3 foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties not to injure  
4 Plaintiffs and the Class by violating California and Federal laws, and general duties of care  
5 arising from his role in TFL's relationship with and interaction with Plaintiffs and the  
6 Class.

7 230. Pursuant to Cal. Civ. Code § 1780(d), Plaintiffs have attached its affidavit of  
8 venue hereto as Exhibit 2.

9 231. As a result of Defendants' violations of the CLRA, Plaintiffs and the Class  
10 have suffered irreparable harm and seek injunctive relief prohibiting further violations of  
11 the CLRA. Plaintiffs and the Class also seek to recover their attorneys' fees and costs.

12 232. Ms. Sihler and Ms. Bavencoff have standing to seek injunctive relief because  
13 they may be injured by the Defendants' conduct in the future. Defendants appear to be  
14 cycling through product names and product types, and on information and belief, have been  
15 running other "straight sale" scams. Defendants may present other offers that result in  
16 fraudulent billing and which would be difficult to detect or identify as coming from them.  
17 Defendants also have Ms. Sihler's and Ms. Bavencoff's personal information and could try  
18 to use their personal information for nefarious purposes without their consent, just as they  
19 did in the past.

20 233. Under Cal. Civ. Code § 1782(d), Plaintiffs may without prior notification file  
21 a complaint alleging violations of the CLRA that seeks injunctive relief only. If the  
22 Plaintiffs later send a CLRA notification letter and the defendant does not remedy the  
23 CLRA violations within 30 days of notification, the Plaintiffs may amend their CLRA  
24 causes of action without leave of court to add claims for damages.

25 234. Pursuant to §1782 of the CLRA, Plaintiff sent CLRA letters to the named  
26 Defendants on September 8, 2020. Defendants failed to adequately respond to Plaintiffs'  
27 demands within 30 days of the letters pursuant to §1782 of the CLRA. Plaintiff and the  
28

1 Class therefore also seek actual damages, punitive damages, restitution, and any other relief  
2 that the Court deems proper pursuant to the CLRA.

### 3 **SECOND CAUSE OF ACTION**

#### 4 **Violation of the California False Advertising Law**

#### 5 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***

6 235. Plaintiffs incorporate all preceding and subsequent paragraphs by reference as  
7 if set forth fully herein.

8 236. Plaintiffs bring this claim individually and on behalf of the Class.

9 237. Pursuant to California Business and Professions Code § 17500, *et seq.*, it is  
10 unlawful to engage in advertising “which is untrue or misleading, and which is known, or  
11 which by the exercise of reasonable care should be known, to be untrue or misleading . . .  
12 [or] to so make or disseminate or cause to be so made or disseminated any such statement  
13 as part of a plan or scheme with the intent not to sell that personal property or those  
14 services, professional or otherwise, so advertised at the price stated therein, or as so  
15 advertised.”

16 238. Defendants have violated § 17500, *et seq.*, in particular as described herein  
17 through the false celebrity endorsements, the false advertised prices of the products, the  
18 omissions regarding their “false front” websites, their presentation of the “false front”  
19 websites to banks and credit card companies, the representations regarding limited supply,  
20 their efforts to make it difficult to obtain refunds, the “free” bottles representations, the  
21 false representation that the additional bottles of product would cost \$0.00 with the  
22 purchase of two or more bottles, and the false presentation of websites as news articles  
23 described herein.

24 239. Pursuant to California Business and Professions Code § 17505, “No person  
25 shall state, in an advertisement of his goods, that he is a producer, manufacturer, processor,  
26 wholesaler, or importer, or that he owns or controls a factory or other source of supply of  
27 goods, when such is not the fact, and no person shall in any other manner misrepresent the  
28 character, extent, volume, or type of his business.”

1           240. Defendants have violated § 17505, in particular through their representations  
2 of limited supply, the “false front” website, the false celebrity endorsements, and the false  
3 presentation of websites as news articles described herein.

4           241. Defendants misled consumers by making misrepresentations and untrue  
5 statements about their products as described herein.

6           242. Defendants misled consumers by omitting material information which they  
7 were under a duty to disclose as described herein. Defendants were under a duty to disclose  
8 this material information to Plaintiffs and the Class Members.

9           243. Defendants knew, or by the exercise of reasonable care should have known,  
10 that their representations and omissions were untrue and misleading, and deliberately made  
11 the aforementioned representations and omissions in order to deceive reasonable  
12 consumers like Plaintiffs and other Class Members. In particular and *inter alia*, this is  
13 evidenced by the numerous negative reviews online regarding these products and others  
14 which were specifically directed at the Defendants or their companies by name, by  
15 customer complaints which, on information and belief, were communicated directly to the  
16 Defendants by victims, by the outlandishness of the conduct described and of the stories  
17 the Defendants concocted regarding celebrity endorsements, including the judging panel  
18 on Shark Tank, Jennifer Hudson, Wendy Williams, Drew Carey, and others, the significant  
19 publicity these illegal schemes have received, prior FTC actions and criminal prosecutions  
20 against similar enterprises, and the fact that the prevalence and illegality of these activities  
21 is well known in the affiliate marketing and direct marketing industries.

22           244. As a direct and proximate result of Defendants’ misleading and false  
23 advertising, Plaintiffs and the other Class Members have suffered injury in fact and have  
24 lost money or property, time, and attention. Plaintiffs reasonably relied upon Defendants’  
25 representations regarding their products. In reasonable reliance on Defendants’ false  
26 representations, Plaintiffs and other Class Members purchased the products at issue and  
27 paid more for those products than they would have had they been aware that Defendants’  
28 representations were false. Plaintiffs and other Class Members ended up with Products that



1 were overpriced, inaccurately marketed, and did not have the characteristics, qualities, or  
2 value promised by Defendants, and therefore Plaintiffs and other Class Members have  
3 suffered injury in fact.

4 245. Defendants' representations were material to the decision of Plaintiffs and the  
5 Class Members to purchase Defendants' products, and a reasonable person would have  
6 attached importance to the truth or falsity of the representations made by the Defendants  
7 in determining whether to purchase the Defendants' products. The suggestion that the  
8 products were endorsed by celebrities and magazines was a factor in Ms. Sihler's and Ms.  
9 Bavencoff's purchases and tended to lend credibility to the Keto products, and a reasonable  
10 consumer who knew this was false would not have purchased the products. With respect  
11 to the omissions by Defendants as described herein, those omissions were material and  
12 Plaintiffs and the Class Members would have behaved differently if the information had  
13 been disclosed. Had Defendants disclosed the omitted information, that the consumers  
14 would be overcharged for bottles they never ordered nor consented to purchasing, that there  
15 was not a limited supply, and that Defendants intended to use the "false front" websites to  
16 defraud the consumers' banks and credit card companies if they attempted a chargeback,  
17 Plaintiffs and the Class Members would have been aware of these facts and would not have  
18 purchased the products from Defendants or would not have paid the same price for those  
19 products.

20 246. Defendants advertised to Plaintiffs and other Class Members, through written  
21 representations and omissions made by Defendants and their employees that the Keto  
22 Products would be of a particular nature and quality.

23 247. Defendant Beyond Global Inc., as well as the Keto Doe Defendants, directly  
24 violated the FAL. Those defendants sold and distributed the Keto Products, operated  
25 ultrafastketoboost.com and instaketo.com, as well as the "false fronts," and worked with  
26 other John Doe affiliates and affiliate networks to create fake celebrity advertisements.

27 248. **Aiding and Abetting (TFL):** Defendant The Fulfillment Lab, Inc. aided and  
28 abetted Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus

1 also responsible for and liable for their conduct under this Cause of Action. The Fulfillment  
2 Lab, Inc. knew about these violations of the FAL and knew that these misrepresentations  
3 were being made to Plaintiffs and the Class.

4 249. TFL knew of the FAL violations and misrepresentations involving the Keto  
5 Products from the very beginning of the wrongful conduct. Plaintiff incorporates by  
6 reference the facts and allegations outlined in the Aiding and Abetting portion of the First  
7 Cause of Action as to TFL's knowledge. In addition to the BBB reviews specific to the  
8 Keto Products and the local news story, other circumstantial evidence about its business  
9 practices supports this allegation. As described herein, TFL acted as the returns processor  
10 for the Keto Products, and it was made aware of the FAL violations and misrepresentations  
11 through customer complaints. TFL provided its custom software to Beyond Global Inc.  
12 and the Keto Doe Defendants, integrated that software into ultrafastketoboost.com and  
13 instaketo.com, meaning it was aware of all of the misrepresentations on those websites.  
14 TFL further directly runs advertising campaigns for its customers and assists in that  
15 advertising, including for Beyond Global Inc. and the Keto Doe Defendants, meaning that  
16 it was aware of the fake celebrity advertisements and other misrepresentations described  
17 herein as being part of the sales funnel. TFL was further familiar with schemes like this  
18 generally because it specifically targeted scammers as customers and recruited them as  
19 clients at conferences. TFL further acted as consultants for Beyond Global Inc. and the  
20 Keto Doe Defendants in their scam, and in that role was necessarily aware of how the scam  
21 worked. Plaintiff incorporates by reference the facts from the First Cause of Action  
22 regarding the Mastercard rule changes, which TFL was aware of and intentionally designed  
23 its clients' shipments to circumvent. TFL further had an onboarding process and live  
24 customer chats resulting in its knowledge of the wrongs. TFL further had a policy of  
25 signing separate contracts with each shell company meaning it knew of the merchant  
26 account scheme and false fronts. The Fulfillment Lab, Inc. knew these violations and  
27 misrepresentations were a breach of duty to Plaintiffs and the Class because it knew  
28 Beyond Global Inc. and the Keto Doe Defendants were committing fraud, intentional torts,

1 were exposing Plaintiff and the Class to harms TFL could foresee, and TFL knew they  
2 were not being treated with due care but instead were being intentionally defrauded.

3       250. The Fulfillment Lab, Inc. gave substantial assistance and encouragement to  
4 Beyond Global Inc., the Keto Doe Defendants, and other John Does by: shipping the Keto  
5 Products, providing access to their fulfillment software and integrating it with the  
6 ultrafastketoboost.com and instaketo.com websites, providing white label product services,  
7 providing advice and encouragement, including advice on how to market the products and  
8 advice on how to structure the shipments to enable the fraud to avoid VISA and Mastercard  
9 rules, providing marketing resources and articles, handling returns and complaints, directly  
10 running advertising campaigns, acting as general consultants advising on how to run the  
11 scam, and using their strategic partnerships to refer them to other service providers. The  
12 Fulfillment Lab, Inc.’s conduct was a substantial factor in causing harm to Plaintiffs and  
13 the Class. The shipping services and shipping of the unordered products were a necessary  
14 fig leaf to avoid detection of the fraud and to enable victims’ credit cards and bank accounts  
15 to be billed without chargebacks being issued by their banks, and by knowingly shipping  
16 more bottles than consumers actually ordered TFL enabled the other defendants to issue  
17 unauthorized charges for more than the consumers agreed to. Without TFL’s assistance,  
18 Beyond Global Inc., the Keto Doe Defendants, and other John Does’ scam could not have  
19 operated—they could not have shipped the products, they would not have had products to  
20 ship because of the white label services, they would not have been able to target customers  
21 using the software data, and they would not have had TFL’s advice on how to avoid new  
22 card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the  
23 Class would not have occurred but for The Fulfillment Lab, Inc.’s conduct because the  
24 scam would have been quickly flagged as fraud and the merchant accounts cancelled  
25 without these shipping services to provide the “fig leaf” of a purported product sale. The  
26 Fulfillment Lab’s conduct was a proximate cause of the injuries to Plaintiffs and the Class  
27 because the injuries were direct and reasonably foreseeable results of the conduct, in that  
28 TFL knew how the scam worked and knew about the misrepresentations made on the

1 websites, and it was reasonably foreseeable that providing this assistance would result in  
 2 customers being billed for products they did not order and which were deceptively  
 3 marketed. The Fulfillment Lab, Inc. had specific intent to facilitate the wrongful conduct  
 4 by Beyond Global Inc., the Keto Doe Defendants, and other John Does and consciously  
 5 decided to participate in that tortious conduct, as evidenced by its recruitment of scammers  
 6 at conferences, its continued participation despite consumer complaints and investigations  
 7 by the BBB and the media, and the other facts suggesting its knowledge.

8       251. Even if it did not have knowledge of the wrongful conduct, The Fulfillment  
 9 Lab, Inc. is separately responsible for and liable for the FAL violations and  
 10 misrepresentations by Beyond Global Inc., the Keto Doe Defendants, and other John Does  
 11 as an aider and abettor because it gave them substantial assistance in achieving the tortious  
 12 result and its own conduct, separately considered, constitutes a breach of duty to Plaintiff  
 13 and the Class. The Fulfillment Lab, Inc. owed duties to Plaintiffs and the Class, including  
 14 a duty not to commit fraud, a duty not to commit intentional torts, a general duty of due  
 15 care to avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed  
 16 under Cal. Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating  
 17 California and Federal laws, and general duties of care arising from its relationship with  
 18 and interaction with Plaintiffs and the Class. The Fulfillment Lab, Inc.'s own conduct,  
 19 separately considered, breached these duties because it directly committed torts against  
 20 Plaintiff and the Class, namely violations of the UCL "unlawful prong" described in the  
 21 Fourth Cause of Action (specifically, mail fraud, violations of the Sherman Food, Drug, &  
 22 Cosmetic Law, and violations of the Federal Food, Drug, & Cosmetic Act) and violations  
 23 of RICO as described in the Fifth Cause of Action. As described above, it gave them  
 24 substantial assistance in achieving the tortious result.

25       252. **Aiding and Abetting (Nelson):** Defendant Rick Nelson aided and abetted  
 26 Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus also  
 27 responsible for and liable for their conduct under this Cause of Action. Plaintiff  
 28 incorporates by reference the facts and allegations outlined in the Aiding and Abetting

1 portion of the First Cause of Action as to Nelson's knowledge. Mr. Nelson knew about  
2 these violations of the FAL and knew that these misrepresentations were being made to  
3 Plaintiffs and the Class. In particular and as described *supra*, Mr. Nelson knew because of  
4 his involvement in responding to BBB complaints, because of being questioned by local  
5 media, because of his personal attendance at conferences recruiting scammers as clients,  
6 because of his role as CEO, because of his involvement in live chat meetings and  
7 onboarding, and because of the length of the business relationship with Beyond Global Inc.  
8 and the Keto Doe Defendants. Nelson knew of the FAL violations and misrepresentations  
9 involving the Keto Products from the very beginning of the wrongful conduct. Nelson  
10 knew these violations and misrepresentations were a breach of duty to Plaintiffs and the  
11 Class because he knew Beyond Global Inc. and the Keto Doe Defendants were committing  
12 fraud, intentional torts, were exposing Plaintiff and the Class to harms he could foresee,  
13 and he knew they were not being treated with due care but instead were being intentionally  
14 defrauded.

15 253. Nelson gave substantial assistance and encouragement to Beyond Global Inc.,  
16 the Keto Doe Defendants, and other John Does by: directing, controlling, and supervising  
17 TFL's conduct described herein, including shipping the Keto Products, providing access to  
18 their fulfillment software and integrating it with the ultrafastketoboost.com and  
19 instaketo.com websites, providing white label product services, providing marketing  
20 resources and articles, handling returns and complaints, directly running advertising  
21 campaigns, acting as general consultants advising on how to run the scam, and using their  
22 strategic partnerships to refer them to other service providers. Nelson personally was  
23 involved in providing advice and encouragement, both as part of the onboarding process  
24 and in live chat meetings, including advice on how to market the products and advice on  
25 how to structure the shipments to enable the fraud to avoid VISA and Mastercard rules.  
26 Nelson's conduct was a substantial factor in causing harm to Plaintiffs and the Class. The  
27 shipping services and shipping of the unordered products were a necessary fig leaf to avoid  
28 detection of the fraud and to enable victims' credit cards and bank accounts to be billed



1 without chargebacks being issued by their banks, and by causing TFL to knowingly ship  
2 more bottles than consumers actually ordered Nelson enabled the other defendants to issue  
3 unauthorized charges for more than the consumers agreed to. Without Nelson's assistance,  
4 Beyond Global Inc., the Keto Doe Defendants, and other John Does' scam could not have  
5 operated—they could not have shipped the products, they would not have had products to  
6 ship because of the white label services, they would not have been able to target customers  
7 using the software data, and they would not have had Nelson's advice on how to avoid new  
8 card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the  
9 Class would not have occurred but for Nelson's conduct because the scam would have been  
10 quickly flagged as fraud and the merchant accounts cancelled without these shipping  
11 services to provide the "fig leaf" of a purported product sale. Nelson's conduct was a  
12 proximate cause of the injuries to Plaintiffs and the Class because the injuries were direct  
13 and reasonably foreseeable results of the conduct, in that Nelson knew how the scam  
14 worked and knew about the misrepresentations made on the websites, and it was reasonably  
15 foreseeable that providing this assistance would result in customers being billed for  
16 products they did not order and which were marketed in violation of the FAL. Nelson had  
17 specific intent to facilitate the wrongful conduct by Beyond Global Inc., the Keto Doe  
18 Defendants, and other John Does and consciously decided to participate in that tortious  
19 conduct, as evidenced by his recruitment of scammers at conferences, his continued  
20 participation despite consumer complaints and investigations by the BBB and the media,  
21 and the other facts suggesting his knowledge.

22       254. Even if he did not have knowledge of the wrongful conduct, Nelson is  
23 separately responsible for and liable for the FAL violations and misrepresentations by  
24 Beyond Global Inc., the Keto Doe Defendants, and other John Does as an aider and abettor  
25 because he gave them substantial assistance in achieving the tortious result and his own  
26 conduct, separately considered, constitutes a breach of duty to Plaintiff and the Class.  
27 Nelson owed duties to Plaintiffs and the Class, including a duty not to commit fraud, a duty  
28 not to commit intentional torts, a general duty of due care to avoid exposing Plaintiffs and

1 the Class to foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties  
2 not to injure Plaintiffs and the Class by violating California and Federal laws, and general  
3 duties of care arising from TFL's relationship with and interaction with Plaintiffs and the  
4 Class. Nelson's own conduct, separately considered, breached these duties because he  
5 directly committed torts against Plaintiff and the Class, namely violations of the UCL  
6 "unlawful prong" described in the Fourth Cause of Action (specifically, mail fraud,  
7 violations of the Sherman Food, Drug, & Cosmetic Law, and violations of the Federal  
8 Food, Drug, & Cosmetic Act) and violations of RICO as described in the Fifth Cause of  
9 Action. As described above, Nelson gave them substantial assistance in achieving the  
10 tortious result.

11 **255. Conspiracy (General Allegations):** Defendants were part of a conspiracy to  
12 commit tortious conduct in violation of the FAL. The wrongful FAL violations were  
13 directly committed by Beyond Global Inc., the Keto Doe Defendants, and other John Does.  
14 The conspiracy was in existence between The Fulfillment Lab Inc., Rick Nelson, the Keto  
15 Doe Defendants, and other John Does at least as of February 20, 2018, when  
16 thesuperbooster.com (one of the false fronts) was first registered. On information and  
17 belief, and based on Nelson's comments that TFL seeks long term client relationships, the  
18 conspiracy was formed prior to that date. Beyond Global Inc. joined the conspiracy in July  
19 2019, but the John Doe(s) behind it were part of the conspiracy prior to that date. The  
20 conspiracy operated at a high level as follows: the Keto Does and Beyond Global Inc.  
21 created the products in conjunction with TFL and Nelson as part of TFL's white label  
22 product program; the Keto Does/Beyond Global Inc. created the websites, false fronts,  
23 signed up for merchant accounts with shell companies, and sent false front websites to  
24 banks; the Keto Does and Beyond Global Inc. marketed the products with advice and  
25 assistance from TFL and Nelson; Nelson personally advised the Keto Does and Beyond  
26 Global Inc. on how to run the scam and on their marketing; Nelson directed, controlled,  
27 and supervised TFL's conduct; TFL shipped the products and provided other services in  
28 support of the scheme; and other John Does were hired by the Keto Does and Beyond

1 Global Inc. to perform other support services and to create “affiliate advertising” sending  
2 victims to the websites. Each Defendants’ role in the conspiracy is described in further  
3 detail in this Complaint in the sections on each Defendant, which are incorporated here by  
4 reference.

5 256. The conspiracy damaged Plaintiffs and the Class, in that they lost money or  
6 property, time, and attention, were billed for products they did not order, and paid more for  
7 products than they would have had they been aware that Defendants’ representations were  
8 false. Plaintiffs and other Class Members ended up with Products that were overpriced,  
9 inaccurately marketed, and did not have the characteristics, qualities, or value promised by  
10 Defendants, and therefore suffered injury in fact.

11 257. **Conspiracy (TFL):** Defendant The Fulfillment Lab Inc. was part of a  
12 conspiracy to commit the FAL violations described herein. TFL agreed with Beyond  
13 Global Inc., the Keto Doe Defendants, and other John Does to commit these wrongful acts,  
14 and intended that these wrongful acts be committed. Such agreement is implied by the  
15 conduct of the parties and can be inferred from the nature of the acts done, as explained in  
16 the conspiracy section as to TFL in the First Cause of Action, which is incorporated by  
17 reference herein. The agreement can be inferred from the relationship between the parties  
18 because of the close consulting relationship, because of the length of the business  
19 relationship, and because it was structured such that TFL was contracting with numerous  
20 shell companies individually despite knowing it was actually working for other John  
21 Doe(s). The agreement can be inferred from the interests of the co-conspirators because  
22 TFL received payment according to how many items it shipped, and therefore had incentive  
23 to encourage the shipment of as many items as possible regardless of whether they were  
24 actually ordered. There was at least a tacit agreement to commit the wrongful acts because  
25 TFL was repeatedly informed of these wrongful acts, and yet it did not quit shipping the  
26 products or terminate the business relationship despite telling customers complaining about  
27 Ultrafast Keto Boost on the BBB website that “TFL carefully reviews its relationship with  
28 any company that has been accused of fraudulent business practices.”

1           258. TFL agreed to cooperate in the commission of these wrongful acts and  
2 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
3 all of the activities identified as substantial assistance and encouragement in the aiding and  
4 abetting section of the First Cause of Action, which is incorporated by reference here. TFL  
5 acted in concert with its co-conspirators, as explained therein.

6           259. TFL was aware that its co-conspirators planned to commit these FAL  
7 violations, and it knew of the unlawful purpose of the conspiracy, as described *supra* in the  
8 aiding and abetting section of the First Cause of Action as to TFL, which is incorporated  
9 here by reference. TFL acted in furtherance of its own financial gain, in that it was paid for  
10 its services by Beyond Global Inc. and the Keto Doe Defendants and made money each  
11 time a customer was injured. TFL owed duties to Plaintiffs and the Class, including a duty  
12 not to commit fraud, a duty not to commit intentional torts, a general duty of due care to  
13 avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed under Cal.  
14 Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating California and  
15 Federal laws, and general duties of care arising from its relationship with and interaction  
16 with Plaintiffs and the Class.

17           260. **Conspiracy (Nelson):** Defendant Nelson was part of a conspiracy to commit  
18 the FAL violations described herein. Nelson agreed with Beyond Global Inc., the Keto Doe  
19 Defendants, and other John Does to commit these wrongful acts, and intended that these  
20 wrongful acts be committed. Such agreement is implied by the conduct of the parties and  
21 can be inferred from the nature of the acts done as explained in the conspiracy section as  
22 to TFL in the First Cause of Action, which is incorporated by reference herein. The  
23 agreement can be inferred from the relationship between the parties because of the close  
24 consulting relationship, because of the length of the business relationship, because it was  
25 structured such that TFL was contracting with numerous shell companies individually  
26 despite knowing it was actually working for other John Doe(s), and because of Nelson's  
27 role in onboarding clients and in controlling TFL's activities. The agreement can be  
28 inferred from the interests of the co-conspirators because Nelson owns TFL, and TFL

1 received payment according to how many items it shipped, and therefore he had incentive  
2 to encourage the shipment of as many items as possible regardless of whether they were  
3 actually ordered. There was at least a tacit agreement to commit the wrongful acts because  
4 Nelson was repeatedly informed of these wrongful acts, and yet he did not quit shipping  
5 the products or terminate the business relationship despite telling customers complaining  
6 about Ultrafast Keto Boost on the BBB website that “TFL carefully reviews its relationship  
7 with any company that has been accused of fraudulent business practices.”

8       261. Nelson agreed to cooperate in the commission of these wrongful acts and  
9 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
10 all of the activities identified as substantial assistance and encouragement in the aiding and  
11 abetting section of the First Cause of Action, which is incorporated by reference here.  
12 Nelson acted in concert with his co-conspirators, as explained therein.

13       262. Nelson was aware that his co-conspirators planned to commit these FAL  
14 violations, and he knew of the unlawful purpose of the conspiracy, as described *supra* in  
15 the aiding and abetting section of the First Cause of Action as to Nelson, which is  
16 incorporated here by reference. Nelson acted in furtherance of his own financial gain, in  
17 that TFL was paid for its services by Beyond Global Inc. and the Keto Doe Defendants and  
18 made money each time a customer was injured, and Nelson further profited by providing  
19 other services through other companies he owned such as Skinutra. Nelson owed duties to  
20 Plaintiffs and the Class, including a duty not to commit fraud, a duty not to commit  
21 intentional torts, a general duty of due care to avoid exposing Plaintiffs and the Class to  
22 foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties not to injure  
23 Plaintiffs and the Class by violating California and Federal laws, and general duties of care  
24 arising from his role in TFL’s relationship with and interaction with Plaintiffs and the  
25 Class.

26       263. The misleading and false advertising described herein presents a continuing  
27 threat to Plaintiffs and the Class Members in that Defendants persist and continue to engage  
28 in these practices, and they will not cease doing so unless and until forced to do so by this

1 Court. Defendants' conduct will continue to cause irreparable injury to consumers unless  
 2 enjoined or restrained. Plaintiffs are entitled to injunctive relief ordering Defendants to  
 3 cease their false advertising, and Plaintiffs and all Class Members are entitled to restitution  
 4 of the entirety of the Defendants' revenues associated with their false advertising, or such  
 5 portion of those revenues as the Court may find equitable.

### 6 **THIRD CAUSE OF ACTION**

#### 7 **Violation of the Unfair and Fraudulent Prongs** 8 **of the California Unfair Competition Law** 9 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

10 264. Plaintiffs incorporate all preceding and subsequent paragraphs by reference as  
 11 if set forth fully herein.

12 265. Plaintiffs bring this claim individually and on behalf of the Class under the  
 13 "unfair" and "fraudulent" prongs of California's Unfair Competition Law, Business and  
 14 Professions Code section 17200, *et seq.*, on behalf of themselves and the Classes against  
 15 Defendants.

16 266. As alleged herein, Plaintiffs have suffered injury in fact and lost money or  
 17 property as a result of Defendants' conduct because Ms. Sihler and Ms. Bavencoff were  
 18 billed, without their permission, significantly more money than the advertised prices for  
 19 the Keto Bottles. Plaintiffs suffered their injuries at the time of purchase when Plaintiffs  
 20 bought the Keto Products that did not deliver the benefits Defendants promised, as well as  
 21 on the dates their debit and credit cards were billed, without their permission, for additional  
 22 bottles of product that were supposed to be free.

23 267. The Unfair Competition Law, Business & Professions Code §17200, *et seq.*  
 24 ("UCL") prohibits "unfair competition," which includes "any unlawful, unfair or  
 25 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising  
 26 and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division  
 27 7 of the Business and Professions Code."  
 28



1           268. Defendants committed “unfair” business acts or practices by, among other  
2 things: (1) engaging in conduct where the utility of such conduct, if any, is outweighed by  
3 the gravity of the consequences to Plaintiffs and members of the Classes; (2) engaging in  
4 conduct that is immoral, unethical, oppressive, unscrupulous, or substantially injurious to  
5 Plaintiffs and members of the Classes; and (3) engaging in conduct that undermines or  
6 violates the spirit or intent of the consumer protection laws alleged in this Class Action  
7 Complaint.

8           269. The utility of the conduct committed by Defendants and as described herein  
9 is nonexistent. There is no utility to falsely suggest to customers that the product has been  
10 endorsed by celebrities; to falsely claim that the “media is in a frenzy” about the product;  
11 to falsely attribute use of the product to “before” and “after” photographs of individuals  
12 with extreme weight loss; to post fake customer reviews about the benefits of the product;  
13 to falsely claim there is a limited supply of the product and that the special offers will  
14 expire soon; to falsely claim that the formula is patented; and to run a “false front” website  
15 that deceives banks and regulators, or to any of the other conduct by Defendants. The harm  
16 to consumers caused by this conduct, by contrast, is significant. Defendants’ conduct  
17 described herein not only deprived the consumers of the value they were expecting to  
18 receive, it also caused them to treat themselves with ineffective products rather than  
19 alternative options, deprived them of money, and interfered with their lawful efforts to  
20 convince their banks and credit card companies that a fraudulent transaction had occurred.

21           270. Defendants’ conduct as described in this Complaint offends established public  
22 policies. Defendants’ conduct violated numerous civil and criminal statutes, as described  
23 further herein and in detail in the Fourth Cause of Action. Those statutes exist for a reason:  
24 to protect consumers from unfair marketing practices, and in many cases to protect  
25 consumers’ health. It is a particularly important public policy issue to avoid these kinds of  
26 violations in products that relate to health care or that are ingested into the human body  
27 given the risks of such violations.  
28

271. Defendants' conduct as described in this Complaint is immoral, unethical, oppressive, and unscrupulous, as well as substantially injurious to Plaintiffs and the Class. In particular and *inter alia*, this is evidenced by the outlandishness of the conduct described and of the story Defendants concocted regarding celebrity endorsements, including the judging panel on Shark Tank, Jennifer Hudson, Wendy Williams, Drew Carey, and other celebrities, the significant publicity these illegal free trial schemes have received, prior FTC actions against similar criminal enterprises, and the fact that the illegality of these activities is well known in the affiliate marketing and direct marketing industries, and by the widespread dishonesty present in Defendants' marketing materials.

272. Defendants' conduct as described in this Complaint violates the letter, spirit, and intent of the consumer protection laws. Their products are marketed dishonestly and in violation of various consumer protection laws, as described herein and in the Causes of Action of this Complaint.

273. As detailed herein, Defendants' unfair and/or fraudulent practices include disseminating false and/or misleading representations, through their marketing and advertising.

274. Defendants are aware that the claims or omissions they have made about the Keto Products were and continue to be false and misleading.

275. Defendants had an improper motive—profit before accurate marketing—in their practices related to their deceptive practices, as set forth herein.

276. There were reasonably available alternatives to further Defendants' legitimate business interests other than the conduct described herein. For example, Defendants could have removed the false and misleading representations from their advertisements, provided omitted information to Plaintiffs and the other Class Members to avoid any deception, and could have complied with the law rather than violating the statutes as described in Plaintiff's Fourth Cause of Action.

277. As a direct and proximate result of Defendants' unfair or fraudulent business acts and practices and misleading and false advertising, Plaintiffs and the other Class

1 Members have suffered injury in fact and have lost money or property, time, and attention.  
2 Plaintiffs reasonably relied upon Defendants' representations regarding their products. In  
3 reasonable reliance on Defendants' false representations, Plaintiffs and other Class  
4 Members purchased the products at issue and paid more for those products than they would  
5 have had they been aware that Defendants' representations were false. Plaintiffs and other  
6 Class Members ended up with the Keto Products that were overpriced, inaccurately  
7 marketed, and did not have the characteristics, qualities, or value promised by Defendants,  
8 and therefore Plaintiffs and other Class Members have suffered injury in fact.

9       278. Defendant's representations were material to the decision of Plaintiffs and the  
10 Class Members to purchase Defendant's products, and a reasonable person would have  
11 attached importance to the truth or falsity of the representations made by Defendant in  
12 determining whether to purchase Defendant's products, as described in detail herein. With  
13 respect to the omissions by Defendant as described herein, those omissions were material  
14 and Plaintiffs and the Class Members would have behaved differently if the information  
15 had been disclosed. Had Defendants disclosed the omitted information, Plaintiffs and the  
16 Class Members would have been aware of it and would not have purchased the products  
17 from Defendant or would not have paid the same price for those products. Similarly, had  
18 Defendants not engaged in the unfair and fraudulent business acts or practices described in  
19 this Complaint, Plaintiffs and the Class Members would not have purchased the products  
20 from Defendant or would not have paid the same price for those products.

21       279. As purchasers and consumers of Defendants' Products, and as members of the  
22 general public who purchased and used the Products and have suffered injury in fact and  
23 lost money and property as a result of this unfair competition and unlawful conduct,  
24 Plaintiffs and the Class are entitled to and bring this class action seeking all available  
25 remedies under the UCL.

26       280. The unfair and unlawful competitive practices described herein presents a  
27 continuing threat to Plaintiffs and the Class Members in that Defendants persist and  
28 continue to engage in these practices, and will not cease doing so unless and until forced

1 to do so by this Court. Defendants' conduct will continue to cause irreparable injury to  
2 consumers unless enjoined or restrained. Under Business & Professions Code § 17203,  
3 Plaintiffs are entitled to injunctive relief ordering Defendants to cease their unfair  
4 competitive practices, and Plaintiffs and all Class Members are entitled to restitution of the  
5 entirety of the Defendants' revenues associated with their unlawful acts and practices, or  
6 such portion of those revenues as the Court may find equitable.

7 281. Defendant Beyond Global Inc., as well as the Keto Doe Defendants, directly  
8 violated the UCL's "unfair" and "fraudulent" prongs. Those defendants sold and  
9 distributed the Keto Products, operated ultrafastketoboost.com and instaketo.com, as well  
10 as the "false fronts," and worked with other John Doe affiliates and affiliate networks to  
11 create fake celebrity advertisements.

12 282. **Aiding and Abetting (TFL):** Defendant The Fulfillment Lab, Inc. aided and  
13 abetted Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus  
14 also responsible for and liable for their conduct under this Cause of Action. The Fulfillment  
15 Lab, Inc. knew about these violations of the UCL and knew that these misrepresentations  
16 were being made to Plaintiffs and the Class.

17 283. TFL knew of the UCL violations and misrepresentations involving the Keto  
18 Products from the very beginning of the wrongful conduct. Plaintiff incorporates by  
19 reference the facts and allegations outlined in the Aiding and Abetting portion of the First  
20 Cause of Action as to TFL's knowledge. In addition to the BBB reviews specific to the  
21 Keto Products and the local news story, other circumstantial evidence about its business  
22 practices supports this allegation. As described herein, TFL acted as the returns processor  
23 for the Keto Products, and it was made aware of the UCL violations and misrepresentations  
24 through customer complaints. TFL provided its custom software to Beyond Global Inc.  
25 and the Keto Doe Defendants, integrated that software into ultrafastketoboost.com and  
26 instaketo.com, meaning it was aware of all of the misrepresentations on those websites.  
27 TFL further directly runs advertising campaigns for its customers and assists in that  
28 advertising, including for Beyond Global Inc. and the Keto Doe Defendants, meaning that

1 it was aware of the fake celebrity advertisements and other misrepresentations described  
2 herein as being part of the sales funnel. TFL was further familiar with schemes like this  
3 generally because it specifically targeted scammers as customers and recruited them as  
4 clients at conferences. TFL further acted as consultants for Beyond Global Inc. and the  
5 Keto Doe Defendants in their scam, and in that role was necessarily aware of how the scam  
6 worked. Plaintiff incorporates by reference the facts from the First Cause of Action  
7 regarding the Mastercard rule changes, which TFL was aware of and intentionally designed  
8 its clients' shipments to circumvent. TFL further had an onboarding process and live  
9 customer chats resulting in its knowledge of the wrongs. TFL further had a policy of  
10 signing separate contracts with each shell company meaning it knew of the merchant  
11 account scheme and false fronts. The Fulfillment Lab, Inc. knew these violations and  
12 misrepresentations were a breach of duty to Plaintiffs and the Class because it knew  
13 Beyond Global Inc. and the Keto Doe Defendants were committing fraud, intentional torts,  
14 were exposing Plaintiff and the Class to harms TFL could foresee, and TFL knew they  
15 were not being treated with due care but instead were being intentionally defrauded.

16 284. The Fulfillment Lab, Inc. gave substantial assistance and encouragement to  
17 Beyond Global Inc., the Keto Doe Defendants, and other John Does by: shipping the Keto  
18 Products, providing access to their fulfillment software and integrating it with the  
19 ultrafastketoboost.com and instaketo.com websites, providing white label product services,  
20 providing advice and encouragement, including advice on how to market the products and  
21 advice on how to structure the shipments to enable the fraud to avoid VISA and Mastercard  
22 rules, providing marketing resources and articles, handling returns and complaints, directly  
23 running advertising campaigns, acting as general consultants advising on how to run the  
24 scam, and using their strategic partnerships to refer them to other service providers. The  
25 Fulfillment Lab, Inc.'s conduct was a substantial factor in causing harm to Plaintiffs and  
26 the Class. The shipping services and shipping of the unordered products were a necessary  
27 fig leaf to avoid detection of the fraud and to enable victims' credit cards and bank accounts  
28 to be billed without chargebacks being issued by their banks, and by knowingly shipping

1 more bottles than consumers actually ordered TFL enabled the other defendants to issue  
2 unauthorized charges for more than the consumers agreed to. Without TFL's assistance,  
3 Beyond Global Inc., the Keto Doe Defendants, and other John Does' scam could not have  
4 operated—they could not have shipped the products, they would not have had products to  
5 ship because of the white label services, they would not have been able to target customers  
6 using the software data, and they would not have had TFL's advice on how to avoid new  
7 card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the  
8 Class would not have occurred but for The Fulfillment Lab, Inc.'s conduct because the  
9 scam would have been quickly flagged as fraud and the merchant accounts cancelled  
10 without these shipping services to provide the “fig leaf” of a purported product sale. The  
11 Fulfillment Lab's conduct was a proximate cause of the injuries to Plaintiffs and the Class  
12 because the injuries were direct and reasonably foreseeable results of the conduct, in that  
13 TFL knew how the scam worked and knew about the misrepresentations made on the  
14 websites, and it was reasonably foreseeable that providing this assistance would result in  
15 customers being billed for products they did not order and which were deceptively  
16 marketed. The Fulfillment Lab, Inc. had specific intent to facilitate the wrongful conduct  
17 by Beyond Global Inc., the Keto Doe Defendants, and other John Does and consciously  
18 decided to participate in that tortious conduct, as evidenced by its recruitment of scammers  
19 at conferences, its continued participation despite consumer complaints and investigations  
20 by the BBB and the media, and the other facts suggesting its knowledge.

21       285. Even if it did not have knowledge of the wrongful conduct, The Fulfillment  
22 Lab, Inc. is separately responsible for and liable for the UCL violations and  
23 misrepresentations by Beyond Global Inc., the Keto Doe Defendants, and other John Does  
24 as an aider and abettor because it gave them substantial assistance in achieving the tortious  
25 result and its own conduct, separately considered, constitutes a breach of duty to Plaintiff  
26 and the Class. The Fulfillment Lab, Inc. owed duties to Plaintiffs and the Class, including  
27 a duty not to commit fraud, a duty not to commit intentional torts, a general duty of due  
28 care to avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed



1 under Cal. Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating  
 2 California and Federal laws, and general duties of care arising from its relationship with  
 3 and interaction with Plaintiffs and the Class. The Fulfillment Lab, Inc.’s own conduct,  
 4 separately considered, breached these duties because it directly committed torts against  
 5 Plaintiff and the Class, namely violations of the UCL “unlawful prong” described in the  
 6 Fourth Cause of Action (specifically, mail fraud, violations of the Sherman Food, Drug, &  
 7 Cosmetic Law, and violations of the Federal Food, Drug, & Cosmetic Act) and violations  
 8 of RICO as described in the Fifth Cause of Action. As described above, it gave them  
 9 substantial assistance in achieving the tortious result.

10       **286. Aiding and Abetting (Nelson):** Defendant Rick Nelson aided and abetted  
 11 Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus also  
 12 responsible for and liable for their conduct under this Cause of Action. Plaintiff  
 13 incorporates by reference the facts and allegations outlined in the Aiding and Abetting  
 14 portion of the First Cause of Action as to Nelson’s knowledge. Mr. Nelson knew about  
 15 these violations of the UCL and knew that these misrepresentations were being made to  
 16 Plaintiffs and the Class. In particular and as described *supra*, Mr. Nelson knew because of  
 17 his involvement in responding to BBB complaints, because of being questioned by local  
 18 media, because of his personal attendance at conferences recruiting scammers as clients,  
 19 because of his role as CEO, because of his involvement in live chat meetings and  
 20 onboarding, and because of the length of the business relationship with Beyond Global Inc.  
 21 and the Keto Doe Defendants. Nelson knew of the UCL violations and misrepresentations  
 22 involving the Keto Products from the very beginning of the wrongful conduct. Nelson  
 23 knew these violations and misrepresentations were a breach of duty to Plaintiffs and the  
 24 Class because he knew Beyond Global Inc. and the Keto Doe Defendants were committing  
 25 fraud, intentional torts, were exposing Plaintiff and the Class to harms he could foresee,  
 26 and he knew they were not being treated with due care but instead were being intentionally  
 27 defrauded.  
 28

287. Nelson gave substantial assistance and encouragement to Beyond Global Inc., the Keto Doe Defendants, and other John Does by: directing, controlling, and supervising TFL's conduct described herein, including shipping the Keto Products, providing access to their fulfillment software and integrating it with the ultrafastketoboost.com and instaketo.com websites, providing white label product services, providing marketing resources and articles, handling returns and complaints, directly running advertising campaigns, acting as general consultants advising on how to run the scam, and using their strategic partnerships to refer them to other service providers. Nelson personally was involved in providing advice and encouragement, both as part of the onboarding process and in live chat meetings, including advice on how to market the products and advice on how to structure the shipments to enable the fraud to avoid VISA and Mastercard rules. Nelson's conduct was a substantial factor in causing harm to Plaintiffs and the Class. The shipping services and shipping of the unordered products were a necessary fig leaf to avoid detection of the fraud and to enable victims' credit cards and bank accounts to be billed without chargebacks being issued by their banks, and by causing TFL to knowingly ship more bottles than consumers actually ordered Nelson enabled the other defendants to issue unauthorized charges for more than the consumers agreed to. Without Nelson's assistance, Beyond Global Inc., the Keto Doe Defendants, and other John Does' scam could not have operated—they could not have shipped the products, they would not have had products to ship because of the white label services, they would not have been able to target customers using the software data, and they would not have had Nelson's advice on how to avoid new card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the Class would not have occurred but for Nelson's conduct because the scam would have been quickly flagged as fraud and the merchant accounts cancelled without these shipping services to provide the "fig leaf" of a purported product sale. Nelson's conduct was a proximate cause of the injuries to Plaintiffs and the Class because the injuries were direct and reasonably foreseeable results of the conduct, in that Nelson knew how the scam worked and knew about the misrepresentations made on the websites, and it was reasonably

1 foreseeable that providing this assistance would result in customers being billed for  
2 products they did not order and which were marketed in violation of the UCL. Nelson had  
3 specific intent to facilitate the wrongful conduct by Beyond Global Inc., the Keto Doe  
4 Defendants, and other John Does and consciously decided to participate in that tortious  
5 conduct, as evidenced by his recruitment of scammers at conferences, his continued  
6 participation despite consumer complaints and investigations by the BBB and the media,  
7 and the other facts suggesting his knowledge.

8       288. Even if he did not have knowledge of the wrongful conduct, Nelson is  
9 separately responsible for and liable for the UCL violations and misrepresentations by  
10 Beyond Global Inc., the Keto Doe Defendants, and other John Does as an aider and abettor  
11 because he gave them substantial assistance in achieving the tortious result and his own  
12 conduct, separately considered, constitutes a breach of duty to Plaintiff and the Class.  
13 Nelson owed duties to Plaintiffs and the Class, including a duty not to commit fraud, a duty  
14 not to commit intentional torts, a general duty of due care to avoid exposing Plaintiffs and  
15 the Class to foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties  
16 not to injure Plaintiffs and the Class by violating California and Federal laws, and general  
17 duties of care arising from TFL's relationship with and interaction with Plaintiffs and the  
18 Class. Nelson's own conduct, separately considered, breached these duties because he  
19 directly committed torts against Plaintiff and the Class, namely violations of the UCL  
20 "unlawful prong" described in the Fourth Cause of Action (specifically, mail fraud,  
21 violations of the Sherman Food, Drug, & Cosmetic Law, and violations of the Federal  
22 Food, Drug, & Cosmetic Act) and violations of RICO as described in the Fifth Cause of  
23 Action. As described above, Nelson gave them substantial assistance in achieving the  
24 tortious result.

25       **289. Conspiracy (General Allegations):** Defendants were part of a conspiracy to  
26 commit tortious conduct in violation of the UCL. The wrongful UCL "unfair" and  
27 "fraudulent" prong violations were directly committed by Beyond Global Inc., the Keto  
28 Doe Defendants, and other John Does. The conspiracy was in existence between The

1 Fulfillment Lab Inc., Rick Nelson, the Keto Doe Defendants, and other John Does at least  
 2 as of February 20, 2018, when thesuperbooster.com (one of the false fronts) was first  
 3 registered. On information and belief, and based on Nelson's comments that TFL seeks  
 4 long term client relationships, the conspiracy was formed prior to that date. Beyond Global  
 5 Inc. joined the conspiracy in July 2019, but the John Doe(s) behind it were part of the  
 6 conspiracy prior to that date. The conspiracy operated at a high level as follows: the Keto  
 7 Does and Beyond Global Inc. created the products in conjunction with TFL and Nelson as  
 8 part of TFL's white label product program; the Keto Does/Beyond Global Inc. created the  
 9 websites, false fronts, signed up for merchant accounts with shell companies, and sent false  
 10 front websites to banks; the Keto Does and Beyond Global Inc. marketed the products with  
 11 advice and assistance from TFL and Nelson; Nelson personally advised the Keto Does and  
 12 Beyond Global Inc. on how to run the scam and on their marketing; Nelson directed,  
 13 controlled, and supervised TFL's conduct; TFL shipped the products and provided other  
 14 services in support of the scheme; and other John Does were hired by the Keto Does and  
 15 Beyond Global Inc. to perform other support services and to create "affiliate advertising"  
 16 sending victims to the websites. Each Defendants' role in the conspiracy is described in  
 17 further detail in this Complaint in the sections on each Defendant, which are incorporated  
 18 here by reference.

19 290. The conspiracy damaged Plaintiffs and the Class, in that they lost money or  
 20 property, time, and attention, were billed for products they did not order, and paid more for  
 21 products than they would have had they been aware that Defendants' representations were  
 22 false. Plaintiffs and other Class Members ended up with Products that were overpriced,  
 23 inaccurately marketed, and did not have the characteristics, qualities, or value promised by  
 24 Defendants, and therefore suffered injury in fact.

25 291. **Conspiracy (TFL):** Defendant The Fulfillment Lab Inc. was part of a  
 26 conspiracy to commit the UCL violations described herein. TFL agreed with Beyond  
 27 Global Inc., the Keto Doe Defendants, and other John Does to commit these wrongful acts,  
 28 and intended that these wrongful acts be committed. Such agreement is implied by the

1 conduct of the parties and can be inferred from the nature of the acts done, as explained in  
2 the conspiracy section as to TFL in the First Cause of Action, which is incorporated by  
3 reference herein. The agreement can be inferred from the relationship between the parties  
4 because of the close consulting relationship, because of the length of the business  
5 relationship, and because it was structured such that TFL was contracting with numerous  
6 shell companies individually despite knowing it was actually working for other John  
7 Doe(s). The agreement can be inferred from the interests of the co-conspirators because  
8 TFL received payment according to how many items it shipped, and therefore had incentive  
9 to encourage the shipment of as many items as possible regardless of whether they were  
10 actually ordered. There was at least a tacit agreement to commit the wrongful acts because  
11 TFL was repeatedly informed of these wrongful acts, and yet it did not quit shipping the  
12 products or terminate the business relationship despite telling customers complaining about  
13 Ultrafast Keto Boost on the BBB website that “TFL carefully reviews its relationship with  
14 any company that has been accused of fraudulent business practices.”

15 292. TFL agreed to cooperate in the commission of these wrongful acts and  
16 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
17 all of the activities identified as substantial assistance and encouragement in the aiding and  
18 abetting section of the First Cause of Action, which is incorporated by reference here. TFL  
19 acted in concert with its co-conspirators, as explained therein.

20 293. TFL was aware that its co-conspirators planned to commit these UCL  
21 violations, and it knew of the unlawful purpose of the conspiracy, as described *supra* in the  
22 aiding and abetting section of the First Cause of Action as to TFL, which is incorporated  
23 here by reference. TFL acted in furtherance of its own financial gain, in that it was paid for  
24 its services by Beyond Global Inc. and the Keto Doe Defendants and made money each  
25 time a customer was injured. TFL owed duties to Plaintiffs and the Class, including a duty  
26 not to commit fraud, a duty not to commit intentional torts, a general duty of due care to  
27 avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed under Cal.  
28 Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating California and

1 Federal laws, and general duties of care arising from its relationship with and interaction  
2 with Plaintiffs and the Class.

3       294. **Conspiracy (Nelson):** Defendant Nelson was part of a conspiracy to commit  
4 the UCL violations described herein. Nelson agreed with Beyond Global Inc., the Keto  
5 Doe Defendants, and other John Does to commit these wrongful acts, and intended that  
6 these wrongful acts be committed. Such agreement is implied by the conduct of the parties  
7 and can be inferred from the nature of the acts done as explained in the conspiracy section  
8 as to TFL in the First Cause of Action, which is incorporated by reference herein. The  
9 agreement can be inferred from the relationship between the parties because of the close  
10 consulting relationship, because of the length of the business relationship, because it was  
11 structured such that TFL was contracting with numerous shell companies individually  
12 despite knowing it was actually working for other John Doe(s), and because of Nelson's  
13 role in onboarding clients and in controlling TFL's activities. The agreement can be  
14 inferred from the interests of the co-conspirators because Nelson owns TFL, and TFL  
15 received payment according to how many items it shipped, and therefore he had incentive  
16 to encourage the shipment of as many items as possible regardless of whether they were  
17 actually ordered. There was at least a tacit agreement to commit the wrongful acts because  
18 Nelson was repeatedly informed of these wrongful acts, and yet he did not quit shipping  
19 the products or terminate the business relationship despite telling customers complaining  
20 about Ultrafast Keto Boost on the BBB website that "TFL carefully reviews its relationship  
21 with any company that has been accused of fraudulent business practices."

22       295. Nelson agreed to cooperate in the commission of these wrongful acts and  
23 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
24 all of the activities identified as substantial assistance and encouragement in the aiding and  
25 abetting section of the First Cause of Action, which is incorporated by reference here.  
26 Nelson acted in concert with his co-conspirators, as explained therein.

27       296. Nelson was aware that his co-conspirators planned to commit these UCL  
28 violations, and he knew of the unlawful purpose of the conspiracy, as described *supra* in



the aiding and abetting section of the First Cause of Action as to Nelson, which is incorporated here by reference. Nelson acted in furtherance of his own financial gain, in that TFL was paid for its services by Beyond Global Inc. and the Keto Doe Defendants and made money each time a customer was injured, and Nelson further profited by providing other services through other companies he owned such as Skinutra. Nelson owed duties to Plaintiffs and the Class, including a duty not to commit fraud, a duty not to commit intentional torts, a general duty of due care to avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating California and Federal laws, and general duties of care arising from his role in TFL's relationship with and interaction with Plaintiffs and the Class.

#### **FOURTH CAUSE OF ACTION**

##### **Violation of the Unlawful Prong of the California Unfair Competition Law**

##### **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

297. Plaintiffs incorporate all preceding and subsequent paragraphs by reference as if set forth fully herein.

298. Plaintiffs bring this claim under the “unlawful” prong of California’s Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, individually and on behalf of the Class against the Defendants.

299. The Unfair Competition Law, Business & Professions Code §17200, *et seq.* (“UCL”) prohibits “unfair competition,” which includes “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

300. As detailed in Plaintiffs’ First Cause of Action, the Defendants’ acts and practices are unlawful because they violate the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*

301. As detailed in Plaintiffs' Second Cause of Action, the Defendants' acts and practices are unlawful because they violate the California False Advertising Law, Business & Professions Code §§ 17500, et seq.

302. As detailed in Plaintiffs’ Third Cause of Action, the Defendants’ acts and practices are unlawful because they violate the prongs of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, which prohibit any “unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising....”

## Bank Fraud

**In Violation Of 18 U.S. Code § 1344**

303. The Defendants' conduct as described herein is unlawful because they have committed bank fraud and conspired to commit multiple counts of bank fraud in violation of 18 U.S. Code § 1344.

304. Pursuant to 18 U.S. Code § 1344, “[w]hoever knowingly executes, or attempts to execute, a scheme or artifice (1) to defraud a financial institution; or (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by, or under the custody or control of, a financial institution, by means of false or fraudulent pretenses, representations, or promises” is in violation of the statute.

305. Pursuant to 18 U.S. Code § 1349, “[a]ny person who attempts or conspires to commit any offense under this chapter shall be subject to the same penalties as those prescribed for the offense, the commission of which was the object of the attempt or conspiracy.”

306. The Defendants conspired to commit bank fraud and to receive money obtained from bank fraud in violation of federal law.

307. The money obtained by the Defendants through <https://ultrafastketoboost.com> and <https://instaketo.com/> websites was obtained through credit cards or debit cards and was thus under the custody or control of financial institutions (Ms. Sihler's bank, Bank of America, and Ms. Bavencoff's credit card company, San Diego County Credit Union). That money was obtained fraudulently. As described in this Complaint, Defendants

1 intentionally used fake news stories and fake endorsements from celebrities, with the intent  
2 that Plaintiffs and other Class Members rely upon them, in order to obtain their debit and  
3 credit card numbers for the purpose of fraudulently bill them for bottles of the Keto  
4 Products, to which they did not agree to purchase. Defendants intentionally created a “false  
5 front” website for the purpose of defrauding banks and credit card companies into believing  
6 that customers consented to these charges, when in fact the customers were expressly  
7 informed that they would pay the advertised price for Keto Products.

8 308. Moreover, Defendants further “churned” the merchant accounts of various  
9 shell companies to deceive banking institutions and prevent them from identifying the  
10 billings as fraudulent, which would have enabled the banks to prevent Defendants from  
11 continuing to charge their customers. On information and belief, Defendants utilized  
12 specialized software to provide them with automated “load balancing,” which enabled  
13 Defendants to charge their victims’ credit cards and debit cards using merchant accounts  
14 that were not detected by the fraud detection systems.

15 309. Defendants knowingly conspired together to commit these violations and to  
16 benefit financially from this illegal scheme.

17 310. Defendants’ actions with respect to the Keto Products as described above are  
18 in violation of 18 U.S. Code § 1344 and thus constitute unlawful business acts or practices  
19 under the UCL.

## 20 **Wire Fraud**

### 21 **In Violation Of 18 U.S. Code § 1343**

22 311. Defendants’ conduct as described herein is unlawful because they have  
23 committed wire fraud and conspired to commit multiple counts of wire fraud in violation  
24 of 18 U.S. Code § 1343.

25 312. Pursuant to 18 U.S. Code § 1343, “[w]hoever, having devised or intending to  
26 devise any scheme or artifice to defraud, or for obtaining money or property by means of  
27 false or fraudulent pretenses, representations, or promises, transmits or causes to be  
28 transmitted by means of wire, radio, or television communication in interstate or foreign

1 commerce, any writings, signs, signals, pictures, or sounds for the purpose of executing  
2 such scheme or artifice” is in violation of the statute.

3 313. Pursuant to 18 U.S. Code § 1349, “[a]ny person who attempts or conspires to  
4 commit any offense under this chapter shall be subject to the same penalties as those  
5 prescribed for the offense, the commission of which was the object of the attempt or  
6 conspiracy.”

7 314. The Defendants conspired to commit wire fraud and to receive money  
8 obtained from wire fraud in violation of federal law.

9 315. The Defendants transmitted written communications by means of wire as part  
10 of their scheme to defraud, in particular through Internet advertisements, their websites,  
11 through telephone communications with consumers which were intended to prevent them  
12 from exercising their lawful right to obtain a refund of their money, and through telephone  
13 or Internet communications to banks and credit card companies asserting that their charges  
14 had been agreed to by customers or that their “false front” websites were the website  
15 consumers visited. Those transmissions crossed state lines, at least from Florida to  
16 California and other states.

17 316. The money obtained by the Defendants through the  
18 <https://ultrafastketoboost.com> and <https://instaketo.com/> websites was obtained  
19 fraudulently. As described in this Complaint, the Defendants intentionally used fake news  
20 stories and fake endorsements from celebrities, with the intent that Plaintiffs and the other  
21 Class Members rely upon them, in order to obtain their debit and credit card numbers for  
22 the purpose of fraudulently billing them for bottles of the Keto Products, to which they did  
23 not agree. Defendants intentionally created a “false front” website for the purpose of  
24 defrauding banks and credit card companies into believing that customers consented to  
25 these charges, when in fact the customers were expressly informed that they would pay the  
26 advertised price for Keto Products. Defendants knowingly conspired together to commit  
27 these violations and to benefit financially from this illegal scheme.  
28



1           322. The TFL Defendants transmitted matter or things and took or received matter  
 2 or things via the Postal Service or private or commercial interstate carriers as part of their  
 3 scheme to defraud, in particular by shipping products through the mail system to unwitting  
 4 victims of the scheme with the intent to fraudulently bill them for those products that were  
 5 not intentionally purchased by their victims, and accepting return packages at their Post  
 6 Office address in Tampa, Florida, which were shipped across state lines from other states,  
 7 including from the State of California.

8           323. The money obtained by the Defendants through the through the  
 9 <https://ultrafastketoboost.com> and <https://instaketo.com/> websites was obtained  
 10 fraudulently. As described in this Complaint, the Defendants intentionally used fake news  
 11 stories and fake endorsements from celebrities, with the intent that Plaintiffs and the Class  
 12 rely upon them, in order to obtain their debit and credit card numbers for the purpose of  
 13 fraudulently billing them for additional bottles of the Keto Products, to which they did not  
 14 agree to purchase. Defendants intentionally created a “false front” website for the purpose  
 15 of defrauding banks and credit card companies into believing that customers consented to  
 16 these charges, when in fact the customers were expressly informed that they would pay the  
 17 advertised price for Keto Products. The Defendants knowingly conspired together to  
 18 commit these violations and to benefit financially from this illegal scheme.

19           324. Defendants’ actions with respect to their products as described above are in  
 20 violation of 18 U.S. Code § 1341 and thus constitute unlawful business acts or practices  
 21 under the UCL.

22                   **Unlawful Violations of Federal Trade Commission Regulations**  
 23                   **Concerning Use of Endorsements and Testimonials in Advertising**  
 24                   **16 C.F.R. pt. 255, *et seq.***

25           325. The Defendants’ acts and practices are unlawful under the California UCL  
 26 because they violate Federal regulations governing the use of endorsements and  
 27 testimonials in advertising.  
 28



1           326. Pursuant to 16 C.F.R. pt. 255.1(a), “an endorsement may not convey any  
2 express or implied representation that would be deceptive if made directly by the  
3 advertiser.” Under 16 C.F.R. pt. 255(1)(c), “[a]dvertisers are subject to liability for false or  
4 unsubstantiated statements made through endorsements....”

5           327. The term “endorsement” means “any advertising message (including verbal  
6 statements, demonstrations, or depictions of the name, signature, likeness or other  
7 identifying personal characteristics of an individual or the name or seal of an organization)  
8 that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences  
9 of a party other than the sponsoring advertiser, even if the views expressed by that party  
10 are identical to those of the sponsoring advertiser.” 16 C.F.R. pt. 255(b). “Endorsement”  
11 as used by the regulation means both endorsements and testimonials. *Id.* at 255(c).

12           328. Endorsers include consumers who receive free products from advertisers  
13 through their marketing programs. 16 C.F.R. pt. 255, Example 8. Endorsers also include  
14 third party bloggers who are compensated in any way by advertisers, and advertisers are  
15 subject to liability for misleading or unsubstantiated representations made by paid  
16 endorsers on their websites. 16 C.F.R. pt. 255.1, Example 5.

17           329. Under the regulations, advertisers have a duty to train endorsers and to  
18 monitor their statements, and to take necessary steps to halt continued publication of  
19 deceptive representations by endorsers: “In order to limit its potential liability, the  
20 advertiser should ensure that the advertising service provides guidance and training to its  
21 bloggers concerning the need to ensure that statements they make are truthful and  
22 substantiated. The advertiser should also monitor bloggers who are being paid to promote  
23 its products and take steps necessary to halt the continued publication of deceptive  
24 representations when they are discovered.” 16 C.F.R. pt. 255.1, Example 5.

25           330. Plaintiffs incorporate by reference the Factual Allegations section of this  
26 Complaint.

27           331. As that section describes, the Defendants faked various endorsements from  
28 celebrities and other third parties, who in fact have no connection to the product, have not

1 used it, and did not make the statements and endorsements the Defendants attributed to  
2 them.

3 332. Under 16 C.F.R. pt. 255.2(c), “[a]dvertisements presenting endorsements by  
4 what are represented, directly or by implication, to be “actual consumers” should utilize  
5 actual consumers in both the audio and video, or clearly and conspicuously disclose that  
6 the persons in such advertisements are not actual consumers of the advertised product.”

7 333. The Defendants falsely presented endorsements from celebrities as if those  
8 celebrities were actual consumers, including photographs of those purported celebrity  
9 consumers, as well as fake reviews from other third parties claiming they had significant  
10 weight loss as a result of using the Keto Products, including their “before” and “after”  
11 photographs.

12 334. Members of the Class were injured by this unlawful conduct and the violations  
13 of these regulations, in that Ms. Sihler, Ms. Bavencoff, and the other Class Members would  
14 not have purchased the products but for the fake endorsements from celebrities and other  
15 third parties, which made the Keto Products seem credible.

16 335. Defendants’ actions with respect to its endorsers as described above are in  
17 violation of 16 C.F.R. pt. 255, *et seq.* and thus constitute unlawful business acts or practices  
18 under the UCL.

19 **Unlawful Violations of the**  
20 **Sherman Food, Drug, & Cosmetic Law**  
21 **Cal. Health & Safety Code, §§ 109875, *et seq.***

22 336. Defendants’ acts and practices are unlawful under the California UCL because  
23 they violate the Sherman Food, Drug, & Cosmetic Law.

24 337. Defendants’ products constitute cosmetics under the Sherman Food, Drug,  
25 & Cosmetic Law. Pursuant to Cal. Health & Safety Code § 109900, a “cosmetic” is “any  
26 article, or its components, intended to be rubbed, poured, sprinkled, or sprayed on,  
27 introduced into, or otherwise applied to, the human body, or any part of the human body,  
28 for cleansing, beautifying, promoting attractiveness, or altering the appearance.”

1 Defendants' products are cosmetics under this definition because they are ingested into the  
2 human body in some form, and the products sold by them are designed to beautify, promote  
3 the attractiveness of, and alter the human body's weight.

4 338. Defendants' products also constitute drugs under the Sherman Food, Drug, &  
5 Cosmetic Law. Pursuant to Cal. Health & Safety Code § 109925, a "drug" includes "[a]n  
6 article used or intended for use in the diagnosis, cure, mitigation, treatment, or prevention  
7 of disease in human beings or any other animal" and "[a]n article other than food, that is  
8 used or intended to affect the structure or any function of the body of human beings or any  
9 other animal." The Defendants' products are drugs under this definition because they are  
10 not food and because they are intended to affect the structure or function of the human  
11 body and its cells, and claim to affect such structure or function.

12 339. Defendants' products also constitute new drugs under the Sherman Food,  
13 Drug, & Cosmetic Law. Pursuant to Cal. Health & Safety Code § 109980, a "new drug"  
14 includes "[a]ny drug the composition of which is such that the drug is not generally  
15 recognized, among experts qualified by scientific training and experience to evaluate the  
16 safety and effectiveness of drugs, as safe and effective for use under the conditions  
17 prescribed, recommended, or suggested in the labeling or advertising thereof," or one that  
18 "has become so recognized, but that has not, otherwise than in the investigations, been used  
19 to a material extent or for a material time under the conditions." The Defendants' products  
20 are not generally recognized among experts as being safe and effective for the conditions  
21 they are advertised to treat.

22 340. Defendants' representations as described in this Complaint constitute  
23 advertisements under the Sherman Food, Drug, & Cosmetic Law. Pursuant to Cal. Health  
24 & Safety Code § 109885, an "advertisement" means "any representations, including, but  
25 not limited to, statements upon the products, its packages, cartons, and any other container,  
26 disseminated in any manner or by any means, for the purpose of inducing, or that is likely  
27 to induce, directly or indirectly, the purchase or use of any food, drug, device, or cosmetic."  
28 The representations as described herein were likely to induce, directly or indirectly, the

1 purchase of the Defendants' products, which constitute drugs and cosmetics, and they did  
2 in fact induce such purchases as described in this Complaint. The representations were  
3 disseminated to the Plaintiffs and the Class using various means, including fake online  
4 advertisements and on the Defendants' landing pages.

5 341. Pursuant to Cal. Health & Safety Code § 110390, "[i]t is unlawful for any  
6 person to disseminate any false advertisement of any food, drug, device, or cosmetic. An  
7 advertisement is false if it is false or misleading in any particular."

8 342. Pursuant to Cal. Health & Safety Code § 110395, "[i]t is unlawful for any  
9 person to manufacture, sell, deliver, hold, or offer for sale any food, drug, device, or  
10 cosmetic that is falsely advertised."

11 343. Defendants violated Cal. Health & Safety Code § 110390 and § 110395 by  
12 disseminating false and misleading advertisements, as described in detail throughout this  
13 Complaint, and by selling, delivering, and offering for sale their products which were  
14 falsely advertised.

15 344. As stated above, Defendants' products are new drugs under the Sherman  
16 Food, Drug, & Cosmetic Law. *See* Cal. Health & Safety Code § 109980. New drugs are  
17 subject to specific approval requirements, and "[n]o person shall sell, deliver, or give away  
18 any new drug" unless the statutory requirements are satisfied. Cal. Health & Safety Code  
19 § 111550. One way to satisfy the requirements is that the product is a "new drug, and a  
20 new drug application has been approved for it and that approval has not been withdrawn,  
21 terminated, or suspended under Section 505 of the federal act (21 U.S.C. Sec. 355)." Cal.  
22 Health & Safety Code § 111550(a)(1). Another is that "[t]he department has approved a  
23 new drug or device application for that new drug or new device and that approval has not  
24 been withdrawn, terminated, or suspended." Cal. Health & Safety Code § 111550(b). The  
25 remaining methods are inapplicable to the Defendants' products, and on information and  
26 belief, Defendants have failed to satisfy the approval requirements for a new drug under  
27 the Sherman Food, Drug, & Cosmetic Law.  
28

345. In addition to the various forms of harm alleged throughout this Complaint, which Plaintiffs incorporate here by reference, this particular violation specifically harmed Plaintiffs and the Class by depriving them of the important and valuable protections of this statutory scheme, by causing them to purchase products whose efficacy and safety had not been verified, and by causing them to purchase the products at issue and pay more for those products than they were worth in the absence of statutory compliance.

346. Defendants' actions with respect to its products as described above are in violation of Cal. Health & Safety Code, §§ 109875, *et seq.* and thus constitute unlawful business acts or practices under the UCL.

**Unlawful Violations of the  
Federal Food, Drug, and Cosmetic Act  
21 U.S.C. § 301, *et seq.***

347. Defendants' acts and practices are unlawful under the California UCL because they violate the Federal Food, Drug, and Cosmetic Act.

348. Defendants' products constitute drugs under the Federal Food, Drug, and Cosmetic Act. Pursuant to 21 U.S.C. § 321(g)(1), a "drug" includes "(C) articles (other than food) intended to affect the structure or any function of the body of man or other animals...."

349. Defendants' products are advertised as affecting the structure or function of the human body and are intended to affect the structure or function of the human body. Defendants advertise that their products are the "Easiest Way to Burn Fat" and "Ultra Fast Keto Boost is a dynamic and powerful ketosis dietary supplement that will assist weight loss, promote abdominal fat burn, and support better digestion and sleep."<sup>60</sup> They claim their products contain "a powerful fat burning ketone, BHB" which has been "modified to produce a [sic] instant fat burning solution the natural way."<sup>61</sup> They further advertise that their Keto Products alter the functionality of the metabolic state in the human body,

---

<sup>60</sup> <https://www.ultrafastketoboost.com>

<sup>61</sup> *Id.*

1 claiming: “Beta-hydroxybutyrate is the first substrate that kicks the metabolic state of  
 2 ketosis into action. If you take it, BHB is able to start processing in your body resulting in  
 3 energy and greatly speed up weight loss by putting your body into ketosis. . . . Ultra Fast  
 4 Keto Boost with BHB is here to say because of the insurmountable success people are  
 5 having losing up to 1 lb. of fat per day!”<sup>62</sup>

6 350. Defendants’ products constitute new drugs under the Federal Food, Drug, and  
 7 Cosmetic Act. Pursuant to 21 U.S.C. § 321(p)(1), a “new drug” includes “[a]ny drug  
 8 (except a new animal drug or an animal feed bearing or containing a new animal drug) the  
 9 composition of which is such that such drug is not generally recognized, among experts  
 10 qualified by scientific training and experience to evaluate the safety and effectiveness of  
 11 drugs, as safe and effective for use under the conditions prescribed, recommended, or  
 12 suggested in the labeling thereof, except that such a drug not so recognized shall not be  
 13 deemed to be a “new drug” if at any time prior to June 25, 1938, it was subject to the Food  
 14 and Drugs Act of June 30, 1906, as amended, and if at such time its labeling contained the  
 15 same representations concerning the conditions of its use....”

16 351. Defendants’ products are not generally recognized among experts as being  
 17 safe and effective for the conditions they are advertised to treat.

18 352. Pursuant to 21 U.S.C. § 355(a), “No person shall introduce or deliver for  
 19 introduction into interstate commerce any new drug, unless an approval of an application  
 20 filed pursuant to subsection (b) or (j) is effective with respect to such drug.”

21 353. On information and belief, Defendants have not filed a new drug application  
 22 or obtained approval of any of their products from the Food and Drug Administration. As  
 23 such, it was unlawful for them to introduce or deliver their products into interstate  
 24 commerce, and **all** sales or deliveries of their products in the United States were unlawful.

25 354. In addition to the various forms of harm alleged throughout this Complaint,  
 26 which Plaintiffs incorporate here by reference, this particular violation specifically harmed  
 27

---

28 <sup>62</sup> *Id.*



1 Plaintiffs and the Class by depriving them of the important and valuable protections of this  
 2 statutory scheme, by causing them to purchase products whose efficacy and safety had not  
 3 been verified, and by causing them to purchase the products at issue and pay more for those  
 4 products than they were worth in the absence of statutory compliance.

5 355. Defendants' actions with respect to its products as described above are in  
 6 violation of 21 U.S.C. § 301, *et seq.* and thus constitute unlawful business acts or practices  
 7 under the UCL.

8 **Unlawful Violations of the**  
 9 **Federal Trade Commission Act**  
 10 **15 U.S.C. § 41, *et seq.***

11 356. Pursuant to 15 U.S.C. § 45(a)(1), “[u]nfair methods of competition in or  
 12 affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are  
 13 hereby declared unlawful.”

14 357. Pursuant to 15 U.S.C. § 52(a), “[i]t shall be unlawful for any person,  
 15 partnership, or corporation to disseminate, or cause to be disseminated, any false  
 16 advertisement—(1) By United States mails, or in or having an effect upon commerce, by  
 17 any means, for the purpose of inducing, or which is likely to induce, directly or indirectly  
 18 the purchase of food, drugs, devices, services, or cosmetics; or (2) By any means, for the  
 19 purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in or  
 20 having an effect upon commerce, of food, drugs, devices, services, or cosmetics.”

21 358. Defendant's products are both drugs and cosmetics.

22 359. As described throughout this Complaint and in the First, Second, and Third  
 23 Causes of Action, Defendants engaged in unfair methods of competition in or affecting  
 24 commerce, as well as unfair or deceptive acts or practices in or affecting commerce. The  
 25 act of selling their products online satisfies the requirement of “in or affecting commerce.”

26 360. As described throughout this Complaint and in the First, Second, and Third  
 27 Causes of Action, Defendants disseminated false advertisements online and sold their  
 28 products online, which satisfies the requirement of “in or affecting commerce.” Those

1 advertisements were intended to induce and did in fact induce the purchase of Defendants’  
2 products.

3 361. Defendants’ actions with respect to its products as described above are in  
4 violation of the Federal Trade Commission Act, 15 U.S.C. § 41, *et seq.* and thus constitute  
5 unlawful business acts or practices under the UCL.

6 **Unlawful Violations of Federal Trade Commission Regulations**  
7 **Concerning Use of the Word “Free” and Other Similar Representations**  
8 **16 C.F.R. pt. 251, *et seq.***

9 362. Defendants’ acts and practices are unlawful under the California UCL because  
10 they violate Federal regulations governing the use of the word “free” and other similar  
11 representations in advertising.

12 363. Pursuant to 16 C.F.R. pt. 251.1(a)(2), “[b]ecause the purchasing public  
13 continually searches for the best buy, and regards the offer of ‘Free’ merchandise or service  
14 to be a special bargain, all such offers must be made with extreme care so as to avoid any  
15 possibility that consumers will be misled or deceived.”

16 364. “[A] purchaser has a right to believe that the merchant will not directly and  
17 immediately recover, in whole or in part, the cost of the free merchandise or service by  
18 marking up the price of the article which must be purchased, by the substitution of inferior  
19 merchandise or service, or otherwise.” 16 C.F.R. pt. 251.1(b).

20 365. Because of this right, Federal regulations strictly limit the duration of any  
21 ‘free’ offers in any given trade area: “So that a ‘Free’ offer will be special and meaningful,  
22 a single size of a product or a single kind of service should not be advertised with a ‘Free’  
23 offer in a trade area for more than 6 months in any 12-month period. At least 30 days should  
24 elapse before another such offer is promoted in the same trade area. No more than three  
25 such offers should be made in the same area in any 12-month period. In such period, the  
26 offeror's sale in that area of the product in the size promoted with a ‘Free’ offer should not  
27 exceed 50 percent of the total volume of his sales of the product, in the same size, in the  
28 area.”

1           366. On information and belief, Defendants advertised false promotional offers of  
2 “Buy 3 Bottles, Get 2 Free” and “Buy 2 Bottles, Get 1 Free” for more than six months from  
3 at least February 2018 through the present time, and 100% of the sales were promoted with  
4 a “free” offer.

5           367. Offers labeled as “free” must comply with strict Federal disclosure  
6 regulations: “When making ‘Free’ or similar offers all the terms, conditions and obligations  
7 upon which receipt and retention of the ‘Free’ item are contingent should be set forth  
8 clearly and conspicuously at the outset of the offer so as to leave no reasonable probability  
9 that the terms of the offer might be misunderstood. Stated differently, all of the terms,  
10 conditions and obligations should appear in close conjunction with the offer of ‘Free’  
11 merchandise or service. For example, disclosure of the terms of the offer set forth in a  
12 footnote of an advertisement to which reference is made by an asterisk or other symbol  
13 placed next to the offer, is not regarded as making disclosure at the outset.” 16 C.F.R. pt.  
14 251.1(c).

15           368. Defendants failed to comply with these requirements to clearly and  
16 conspicuously disclose all terms, conditions, and obligations at the outset because on the  
17 <https://ultrafastketoboost.com> and <https://instaketo.com/> landing pages, the terms were not  
18 disclosed, false representations were made about the actual prices of the Keto Products,  
19 and no disclosures were made to the consumers that they would be billed for five bottles,  
20 even though they did not order them nor consented to purchase them.

21           369. Defendants’ actions with respect to their use of the word “free” as described  
22 above are in violation of 16 C.F.R. pt. 251, *et seq.* and thus constitute unlawful business  
23 acts or practices under the UCL.

24           370. Defendant Beyond Global Inc., as well as the Keto Doe Defendants, directly  
25 violated the UCL’s “unlawful” prong. Those defendants sold and distributed the Keto  
26 Products, operated [ultrafastketoboost.com](https://ultrafastketoboost.com) and [instaketo.com](https://instaketo.com), as well as the “false fronts,”  
27 worked with other John Doe affiliates and affiliate networks to create fake celebrity  
28

1 advertisements, and hired TFL to ship the products. They thus are directly liable for  
2 violations of every law listed in this Cause of Action.

3 371. Defendants The Fulfillment Lab Inc. and Rick Nelson directly violated the  
4 UCL's unlawful prong, in particular by committing mail fraud by shipping the products,  
5 by manufacturing and delivering the products in violation of the Sherman Food, Drug, &  
6 Cosmetic Law, and by introducing and delivering for introduction into interstate commerce  
7 the products in violation of the Federal Food, Drug, & Cosmetic Act. These acts were  
8 committed by TFL, and supervised and controlled by Rick Nelson personally. With respect  
9 to the remainder of the laws listed in this Cause of Action, TFL and Nelson are liable under  
10 theories of aiding and abetting and conspiracy.

11 372. **Aiding and Abetting (TFL):** Defendant The Fulfillment Lab, Inc. aided and  
12 abetted Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus  
13 also responsible for and liable for their conduct under this Cause of Action. The Fulfillment  
14 Lab, Inc. knew about these violations of the UCL and knew that these misrepresentations  
15 were being made to Plaintiffs and the Class.

16 373. TFL knew of the UCL violations and misrepresentations involving the Keto  
17 Products from the very beginning of the wrongful conduct. Plaintiff incorporates by  
18 reference the facts and allegations outlined in the Aiding and Abetting portion of the First  
19 Cause of Action as to TFL's knowledge. In addition to the BBB reviews specific to the  
20 Keto Products and the local news story, other circumstantial evidence about its business  
21 practices supports this allegation. As described herein, TFL acted as the returns processor  
22 for the Keto Products, and it was made aware of the UCL violations and misrepresentations  
23 through customer complaints. TFL provided its custom software to Beyond Global Inc.  
24 and the Keto Doe Defendants, integrated that software into ultrafastketoboost.com and  
25 instaketo.com, meaning it was aware of all of the misrepresentations on those websites.  
26 TFL further directly runs advertising campaigns for its customers and assists in that  
27 advertising, including for Beyond Global Inc. and the Keto Doe Defendants, meaning that  
28 it was aware of the fake celebrity advertisements and other misrepresentations described

1 herein as being part of the sales funnel. TFL was further familiar with schemes like this  
2 generally because it specifically targeted scammers as customers and recruited them as  
3 clients at conferences. TFL further acted as consultants for Beyond Global Inc. and the  
4 Keto Doe Defendants in their scam, and in that role was necessarily aware of how the scam  
5 worked. Plaintiff incorporates by reference the facts from the First Cause of Action  
6 regarding the Mastercard rule changes, which TFL was aware of and intentionally designed  
7 its clients' shipments to circumvent. TFL further had an onboarding process and live  
8 customer chats resulting in its knowledge of the wrongs. TFL further had a policy of  
9 signing separate contracts with each shell company meaning it knew of the merchant  
10 account scheme and false fronts. TFL also knew of the violations of the Sherman Food,  
11 Drug, and Cosmetic Law and the Federal Food, Drug, and Cosmetic Act because it had  
12 access to the labels for the products, which make unlawful drug claims. The Fulfillment  
13 Lab, Inc. knew these violations and misrepresentations were a breach of duty to Plaintiffs  
14 and the Class because it knew Beyond Global Inc. and the Keto Doe Defendants were  
15 committing fraud, intentional torts, were exposing Plaintiff and the Class to harms TFL  
16 could foresee, and TFL knew they were not being treated with due care but instead were  
17 being intentionally defrauded.

18 374. The Fulfillment Lab, Inc. gave substantial assistance and encouragement to  
19 Beyond Global Inc., the Keto Doe Defendants, and other John Does by: shipping the Keto  
20 Products, providing access to their fulfillment software and integrating it with the  
21 ultrafastketoboost.com and instaketo.com websites, providing white label product services,  
22 providing advice and encouragement, including advice on how to market the products and  
23 advice on how to structure the shipments to enable the fraud to avoid VISA and Mastercard  
24 rules, providing marketing resources and articles, handling returns and complaints, directly  
25 running advertising campaigns, acting as general consultants advising on how to run the  
26 scam, and using their strategic partnerships to refer them to other service providers. The  
27 Fulfillment Lab, Inc.'s conduct was a substantial factor in causing harm to Plaintiffs and  
28 the Class. The shipping services and shipping of the unordered products were a necessary

1 fig leaf to avoid detection of the fraud and to enable victims' credit cards and bank accounts  
2 to be billed without chargebacks being issued by their banks, and by knowingly shipping  
3 more bottles than consumers actually ordered TFL enabled the other defendants to issue  
4 unauthorized charges for more than the consumers agreed to. Without TFL's assistance,  
5 Beyond Global Inc., the Keto Doe Defendants, and other John Does' scam could not have  
6 operated—they could not have shipped the products, they would not have had products to  
7 ship because of the white label services, they would not have been able to target customers  
8 using the software data, and they would not have had TFL's advice on how to avoid new  
9 card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the  
10 Class would not have occurred but for The Fulfillment Lab, Inc.'s conduct because the  
11 scam would have been quickly flagged as fraud and the merchant accounts cancelled  
12 without these shipping services to provide the "fig leaf" of a purported product sale. The  
13 Fulfillment Lab's conduct was a proximate cause of the injuries to Plaintiffs and the Class  
14 because the injuries were direct and reasonably foreseeable results of the conduct, in that  
15 TFL knew how the scam worked and knew about the misrepresentations made on the  
16 websites, and it was reasonably foreseeable that providing this assistance would result in  
17 customers being billed for products they did not order and which were deceptively  
18 marketed. The Fulfillment Lab, Inc. had specific intent to facilitate the wrongful conduct  
19 by Beyond Global Inc., the Keto Doe Defendants, and other John Does and consciously  
20 decided to participate in that tortious conduct, as evidenced by its recruitment of scammers  
21 at conferences, its continued participation despite consumer complaints and investigations  
22 by the BBB and the media, and the other facts suggesting its knowledge.

23 375. Even if it did not have knowledge of the wrongful conduct, The Fulfillment  
24 Lab, Inc. is separately responsible for and liable for the UCL violations and  
25 misrepresentations by Beyond Global Inc., the Keto Doe Defendants, and other John Does  
26 as an aider and abettor because it gave them substantial assistance in achieving the tortious  
27 result and its own conduct, separately considered, constitutes a breach of duty to Plaintiff  
28 and the Class. The Fulfillment Lab, Inc. owed duties to Plaintiffs and the Class, including



1 a duty not to commit fraud, a duty not to commit intentional torts, a general duty of due  
 2 care to avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed  
 3 under Cal. Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating  
 4 California and Federal laws, and general duties of care arising from its relationship with  
 5 and interaction with Plaintiffs and the Class. The Fulfillment Lab, Inc.’s own conduct,  
 6 separately considered, breached these duties because it directly committed torts against  
 7 Plaintiff and the Class, namely violations of the UCL “unlawful prong” described in the  
 8 Fourth Cause of Action (specifically, mail fraud, violations of the Sherman Food, Drug, &  
 9 Cosmetic Law, and violations of the Federal Food, Drug, & Cosmetic Act) and violations  
 10 of RICO as described in the Fifth Cause of Action. As described above, it gave them  
 11 substantial assistance in achieving the tortious result.

12       **376. Aiding and Abetting (Nelson):** Defendant Rick Nelson aided and abetted  
 13 Beyond Global Inc., the Keto Doe Defendants, and other John Does, and is thus also  
 14 responsible for and liable for their conduct under this Cause of Action. Plaintiff  
 15 incorporates by reference the facts and allegations outlined in the Aiding and Abetting  
 16 portion of the First Cause of Action as to Nelson’s knowledge. Mr. Nelson knew about  
 17 these violations of the UCL and knew that these misrepresentations were being made to  
 18 Plaintiffs and the Class. In particular and as described *supra*, Mr. Nelson knew because of  
 19 his involvement in responding to BBB complaints, because of being questioned by local  
 20 media, because of his personal attendance at conferences recruiting scammers as clients,  
 21 because of his role as CEO, because of his involvement in live chat meetings and  
 22 onboarding, and because of the length of the business relationship with Beyond Global Inc.  
 23 and the Keto Doe Defendants. Nelson also knew of the violations of the Sherman Food,  
 24 Drug, and Cosmetic Law and the Federal Food, Drug, and Cosmetic Act because he had  
 25 access to the labels for the products, which make unlawful drug claims. Nelson knew of  
 26 the UCL violations and misrepresentations involving the Keto Products from the very  
 27 beginning of the wrongful conduct. Nelson knew these violations and misrepresentations  
 28 were a breach of duty to Plaintiffs and the Class because he knew Beyond Global Inc. and

1 the Keto Doe Defendants were committing fraud, intentional torts, were exposing Plaintiff  
2 and the Class to harms he could foresee, and he knew they were not being treated with due  
3 care but instead were being intentionally defrauded.

4 377. Nelson gave substantial assistance and encouragement to Beyond Global Inc.,  
5 the Keto Doe Defendants, and other John Does by: directing, controlling, and supervising  
6 TFL's conduct described herein, including shipping the Keto Products, providing access to  
7 their fulfillment software and integrating it with the ultrafastketoboost.com and  
8 instaketo.com websites, providing white label product services, providing marketing  
9 resources and articles, handling returns and complaints, directly running advertising  
10 campaigns, acting as general consultants advising on how to run the scam, and using their  
11 strategic partnerships to refer them to other service providers. Nelson personally was  
12 involved in providing advice and encouragement, both as part of the onboarding process  
13 and in live chat meetings, including advice on how to market the products and advice on  
14 how to structure the shipments to enable the fraud to avoid VISA and Mastercard rules.  
15 Nelson's conduct was a substantial factor in causing harm to Plaintiffs and the Class. The  
16 shipping services and shipping of the unordered products were a necessary fig leaf to avoid  
17 detection of the fraud and to enable victims' credit cards and bank accounts to be billed  
18 without chargebacks being issued by their banks, and by causing TFL to knowingly ship  
19 more bottles than consumers actually ordered Nelson enabled the other defendants to issue  
20 unauthorized charges for more than the consumers agreed to. Without Nelson's assistance,  
21 Beyond Global Inc., the Keto Doe Defendants, and other John Does' scam could not have  
22 operated—they could not have shipped the products, they would not have had products to  
23 ship because of the white label services, they would not have been able to target customers  
24 using the software data, and they would not have had Nelson's advice on how to avoid new  
25 card brand rules designed to flag and prevent the scam. The injuries to Plaintiffs and the  
26 Class would not have occurred but for Nelson's conduct because the scam would have been  
27 quickly flagged as fraud and the merchant accounts cancelled without these shipping  
28 services to provide the "fig leaf" of a purported product sale. Nelson's conduct was a

1 proximate cause of the injuries to Plaintiffs and the Class because the injuries were direct  
2 and reasonably foreseeable results of the conduct, in that Nelson knew how the scam  
3 worked and knew about the misrepresentations made on the websites, and it was reasonably  
4 foreseeable that providing this assistance would result in customers being billed for  
5 products they did not order and which were marketed in violation of the UCL. Nelson had  
6 specific intent to facilitate the wrongful conduct by Beyond Global Inc., the Keto Doe  
7 Defendants, and other John Does and consciously decided to participate in that tortious  
8 conduct, as evidenced by his recruitment of scammers at conferences, his continued  
9 participation despite consumer complaints and investigations by the BBB and the media,  
10 and the other facts suggesting his knowledge.

11 378. Even if he did not have knowledge of the wrongful conduct, Nelson is  
12 separately responsible for and liable for the UCL violations and misrepresentations by  
13 Beyond Global Inc., the Keto Doe Defendants, and other John Does as an aider and abettor  
14 because he gave them substantial assistance in achieving the tortious result and his own  
15 conduct, separately considered, constitutes a breach of duty to Plaintiff and the Class.  
16 Nelson owed duties to Plaintiffs and the Class, including a duty not to commit fraud, a duty  
17 not to commit intentional torts, a general duty of due care to avoid exposing Plaintiffs and  
18 the Class to foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties  
19 not to injure Plaintiffs and the Class by violating California and Federal laws, and general  
20 duties of care arising from TFL's relationship with and interaction with Plaintiffs and the  
21 Class. Nelson's own conduct, separately considered, breached these duties because he  
22 directly committed torts against Plaintiff and the Class, namely violations of the UCL  
23 "unlawful prong" described in the Fourth Cause of Action (specifically, mail fraud,  
24 violations of the Sherman Food, Drug, & Cosmetic Law, and violations of the Federal  
25 Food, Drug, & Cosmetic Act) and violations of RICO as described in the Fifth Cause of  
26 Action. As described above, Nelson gave them substantial assistance in achieving the  
27 tortious result.  
28

1           **379. Conspiracy (General Allegations):** Defendants were part of a conspiracy to  
2 commit tortious conduct in violation of the UCL. The wrongful UCL “unlawful” prong  
3 violations were directly committed by Beyond Global Inc., the Keto Doe Defendants, and  
4 other John Does, and violations consisting of mail fraud, violation of the Sherman Food,  
5 Drug, & Cosmetic Law, and violation of the Federal Food, Drug, & Cosmetic Act were  
6 also directly committed by TFL and Nelson, as described *supra*. The conspiracy was in  
7 existence between The Fulfillment Lab Inc., Rick Nelson, the Keto Doe Defendants, and  
8 other John Does at least as of February 20, 2018, when thesuperbooster.com (one of the  
9 false fronts) was first registered. On information and belief, and based on Nelson’s  
10 comments that TFL seeks long term client relationships, the conspiracy was formed prior  
11 to that date. Beyond Global Inc. joined the conspiracy in July 2019, but the John Doe(s)  
12 behind it were part of the conspiracy prior to that date. The conspiracy operated at a high  
13 level as follows: the Keto Does and Beyond Global Inc. created the products in conjunction  
14 with TFL and Nelson as part of TFL’s white label product program; the Keto Does/Beyond  
15 Global Inc. created the websites, false fronts, signed up for merchant accounts with shell  
16 companies, and sent false front websites to banks; the Keto Does and Beyond Global Inc.  
17 marketed the products with advice and assistance from TFL and Nelson; Nelson personally  
18 advised the Keto Does and Beyond Global Inc. on how to run the scam and on their  
19 marketing; Nelson directed, controlled, and supervised TFL’s conduct; TFL shipped the  
20 products and provided other services in support of the scheme; and other John Does were  
21 hired by the Keto Does and Beyond Global Inc. to perform other support services and to  
22 create “affiliate advertising” sending victims to the websites. Each Defendants’ role in the  
23 conspiracy is described in further detail in this Complaint in the sections on each  
24 Defendant, which are incorporated here by reference.

25           380. The conspiracy damaged Plaintiffs and the Class, in that they lost money or  
26 property, time, and attention, were billed for products they did not order, and paid more for  
27 products than they would have had they been aware that Defendants’ representations were  
28 false. Plaintiffs and other Class Members ended up with Products that were overpriced,

1 inaccurately marketed, and did not have the characteristics, qualities, or value promised by  
2 Defendants, and therefore suffered injury in fact.

3       **381. Conspiracy (TFL):** Defendant The Fulfillment Lab Inc. was part of a  
4 conspiracy to commit the UCL violations described herein. TFL agreed with Beyond  
5 Global Inc., the Keto Doe Defendants, and other John Does to commit these wrongful acts,  
6 and intended that these wrongful acts be committed. Such agreement is implied by the  
7 conduct of the parties and can be inferred from the nature of the acts done, as explained in  
8 the conspiracy section as to TFL in the First Cause of Action, which is incorporated by  
9 reference herein. The agreement can be inferred from the relationship between the parties  
10 because of the close consulting relationship, because of the length of the business  
11 relationship, and because it was structured such that TFL was contracting with numerous  
12 shell companies individually despite knowing it was actually working for other John  
13 Doe(s). The agreement can be inferred from the interests of the co-conspirators because  
14 TFL received payment according to how many items it shipped, and therefore had incentive  
15 to encourage the shipment of as many items as possible regardless of whether they were  
16 actually ordered. There was at least a tacit agreement to commit the wrongful acts because  
17 TFL was repeatedly informed of these wrongful acts, and yet it did not quit shipping the  
18 products or terminate the business relationship despite telling customers complaining about  
19 Ultrafast Keto Boost on the BBB website that “TFL carefully reviews its relationship with  
20 any company that has been accused of fraudulent business practices.”

21       **382.** TFL agreed to cooperate in the commission of these wrongful acts and  
22 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
23 all of the activities identified as substantial assistance and encouragement in the aiding and  
24 abetting section of the First Cause of Action, which is incorporated by reference here. TFL  
25 acted in concert with its co-conspirators, as explained therein.

26       **383.** TFL was aware that its co-conspirators planned to commit these UCL  
27 violations, and it knew of the unlawful purpose of the conspiracy, as described *supra* in the  
28 aiding and abetting section of the First Cause of Action as to TFL, which is incorporated

1 here by reference. TFL acted in furtherance of its own financial gain, in that it was paid for  
2 its services by Beyond Global Inc. and the Keto Doe Defendants and made money each  
3 time a customer was injured. TFL owed duties to Plaintiffs and the Class, including a duty  
4 not to commit fraud, a duty not to commit intentional torts, a general duty of due care to  
5 avoid exposing Plaintiffs and the Class to foreseeable harms, the duties imposed under Cal.  
6 Civ. Code 1714(a), duties not to injure Plaintiffs and the Class by violating California and  
7 Federal laws, and general duties of care arising from its relationship with and interaction  
8 with Plaintiffs and the Class.

9       **384. Conspiracy (Nelson):** Defendant Nelson was part of a conspiracy to commit  
10 the UCL violations described herein. Nelson agreed with Beyond Global Inc., the Keto  
11 Doe Defendants, and other John Does to commit these wrongful acts, and intended that  
12 these wrongful acts be committed. Such agreement is implied by the conduct of the parties  
13 and can be inferred from the nature of the acts done as explained in the conspiracy section  
14 as to TFL in the First Cause of Action, which is incorporated by reference herein. The  
15 agreement can be inferred from the relationship between the parties because of the close  
16 consulting relationship, because of the length of the business relationship, because it was  
17 structured such that TFL was contracting with numerous shell companies individually  
18 despite knowing it was actually working for other John Doe(s), and because of Nelson's  
19 role in onboarding clients and in controlling TFL's activities. The agreement can be  
20 inferred from the interests of the co-conspirators because Nelson owns TFL, and TFL  
21 received payment according to how many items it shipped, and therefore he had incentive  
22 to encourage the shipment of as many items as possible regardless of whether they were  
23 actually ordered. There was at least a tacit agreement to commit the wrongful acts because  
24 Nelson was repeatedly informed of these wrongful acts, and yet he did not quit shipping  
25 the products or terminate the business relationship despite telling customers complaining  
26 about Ultrafast Keto Boost on the BBB website that "TFL carefully reviews its relationship  
27 with any company that has been accused of fraudulent business practices."  
28



1           385. Nelson agreed to cooperate in the commission of these wrongful acts and  
 2 committed wrongful conduct in furtherance of the conspiracy. Such cooperation includes  
 3 all of the activities identified as substantial assistance and encouragement in the aiding and  
 4 abetting section of the First Cause of Action, which is incorporated by reference here.  
 5 Nelson acted in concert with his co-conspirators, as explained therein.

6           386. Nelson was aware that his co-conspirators planned to commit these UCL  
 7 violations, and he knew of the unlawful purpose of the conspiracy, as described *supra* in  
 8 the aiding and abetting section of the First Cause of Action as to Nelson, which is  
 9 incorporated here by reference. Nelson acted in furtherance of his own financial gain, in  
 10 that TFL was paid for its services by Beyond Global Inc. and the Keto Doe Defendants and  
 11 made money each time a customer was injured, and Nelson further profited by providing  
 12 other services through other companies he owned such as Skinutra. Nelson owed duties to  
 13 Plaintiffs and the Class, including a duty not to commit fraud, a duty not to commit  
 14 intentional torts, a general duty of due care to avoid exposing Plaintiffs and the Class to  
 15 foreseeable harms, the duties imposed under Cal. Civ. Code 1714(a), duties not to injure  
 16 Plaintiffs and the Class by violating California and Federal laws, and general duties of care  
 17 arising from his role in TFL's relationship with and interaction with Plaintiffs and the  
 18 Class.

## 19           **FIFTH CAUSE OF ACTION**

### 20           **Violation of the Racketeer Influenced and**

### 21           **Corrupt Organizations Act ("RICO")**

22           **18 U.S.C. §§ 1961, *et seq.***

23           **(All Defendants)**

24           387. Plaintiffs incorporate all preceding and subsequent paragraphs by reference as  
 25 if set forth fully herein.

26           388. Plaintiffs bring this claim individually and on behalf of the Class under the  
 27 Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, *et*  
 28 *seq.*, on behalf of themselves and the Classes against all Defendants.

1           389. 18 U.S.C. § 1962(c) provides that “[i]t shall be unlawful for any person  
2 employed by or associated with any enterprise engaged in, or the activities of which affect,  
3 interstate or foreign commerce, to conduct or participate, directly or indirectly, in the  
4 conduct of such enterprise’s affairs through a pattern of racketeering activity or collection  
5 of unlawful debt.”

6           390. 18 U.S.C. § 1962(d) provides that “[i]t shall be unlawful for any person to  
7 conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.”

8           391. All Defendants have committed violations of these two sections, as described  
9 in further detail below.

10           392. Defendants are “persons” within the meaning of 18 U.S.C. § 1961(3), which  
11 defines a person as “any individual or entity capable of holding a legal or beneficial interest  
12 in property.”

13           393. **The TFL Enterprise:** TFL constitutes an “enterprise” within the meaning of  
14 18 U.S.C. § 1961(4) because it is a corporation (“the TFL enterprise”). TFL’s President,  
15 Defendant Nelson, a person, conducted TFL’s affairs through illegal acts, specifically  
16 multiple related acts of mail fraud, as well as conspiracy to commit wire fraud and bank  
17 fraud.

18           394. The TFL Enterprise has been in operation as a racketeering enterprise since at  
19 least July 2017 (the date when a BBB investigation identified TFL as a hub for online free  
20 trial scam activity because of repeated complaints about its involvement in fraud). The  
21 company itself was formed on March 22, 2012. Defendant Richard Nelson is the CEO of  
22 TFL and has operated the company since it was founded. At some point between 2012 and  
23 2017, Nelson caused TFL to begin seeking out free trial scammers as clients and to begin  
24 engaging in mail fraud on their behalf, as well as conspiring to assist them in committing  
25 bank fraud and wire fraud. Nelson was recruiting free trial scammers as customers at the  
26 Panama Global Banking Summit at least as of March 8, 2017, when he attended on behalf  
27 of TFL as a speaker and sponsor. In 2019, in response to changes in the Mastercard rules,  
28

1 Nelson advised his clients to modify their fraud by shipping multiple underordered  
2 products at once to evade rules on subscription/continuity billing.

3 395. The TFL Enterprise qualifies as a closed-ended enterprise because the  
4 predicate acts occurred over a period exceeding three years (from March 2017 to the date  
5 suit was filed). The TFL Enterprise qualifies as an open-ended enterprise, in that it was  
6 actively continuing to commit predicate acts as of the date of the filing of this lawsuit, and  
7 it has continued to receive BBB complaints of fraudulent billing post-suit. Its past conduct  
8 by its nature poses a threat of repetition not only because the conduct has continued post-  
9 suit, but because TFL's business has been structured around providing support services for  
10 clients known to be engaging in fraud, and such clients comprise a large part of TFL's  
11 client base. Committing these predicate acts has become a regular way of doing business  
12 at TFL and is thus likely to recur.

13 396. TFL was providing services to the Keto Doe Defendants at least as of  
14 February 2018, when the Ultrafast Keto Boost "false front" was first registered. On  
15 information and belief, and based on Nelson's statements at the Panama Global Banking  
16 Summit that TFL seeks extremely long term client relationships as discussed in the aiding  
17 and abetting section for Nelson in the First Cause of Action, the relationship between TFL  
18 and the Keto Doe Defendants predates this by years. TFL first began providing services to  
19 Beyond Global Inc. on or around its date of incorporation on July 16, 2019.

20 397. The services provided by TFL to the Keto Doe Defendants and Beyond Global  
21 Inc. are described in the aiding and abetting section as to TFL in the First Cause of Action,  
22 which is incorporated by reference. Those services were not routine contracts or the acts  
23 of a routine service provider. First, TFL had knowledge of the scam, as described in detail  
24 in the aiding and abetting section as to TFL in the First Cause of Action, which is  
25 incorporated here by reference. Second, the nature of the services provided rules out any  
26 innocent explanation, such as that TFL was a mere shipping company. Those services  
27 included directly running advertising campaigns, which required knowledge of the  
28 fraudulent ads. The shipments were specifically structured at the advice of TFL and Nelson

1 as one time five-bottle shipments to avoid new Mastercard rules targeting free trial scams  
2 by allowing the charges to be made under a different billing code which would avoid  
3 various restrictions. TFL further had a policy of signing separate contracts with each shell  
4 company used to create a merchant account, as evidenced by exhibits in a civil suit  
5 involving one of TFL's clients who was criminally indicted in Puerto Rico for running a  
6 "free trial" scam. Because the Keto Doe Defendants were operating numerous shell  
7 companies, and TFL knew their true identities from its lengthy client onboarding process,  
8 when TFL signed separate service contracts with large numbers of these shell companies  
9 separately it knew it was providing services to a fraudulent scheme. TFL signed dozens  
10 upon dozens of contracts with separate shell companies with nominal owners and  
11 executives it had never interacted with to ship the same two products from the same two  
12 websites, knowing that its real client for the Keto Products was someone else. There is no  
13 innocent explanation for structuring its contracts this way, and both TFL and Nelson were  
14 fully aware of the nature of the merchant account scheme both from Nelson's attendance  
15 at the Panama Global Banking Summit and from the Puerto Rico criminal indictment of  
16 one of TFL's clients (which occurred on May 15, 2019, in the midst of TFL's relationship  
17 with the Keto Doe Defendants). TFL and Nelson further publicly stated in BBB posts that  
18 the company had a policy of ending business relationships with clients who committed  
19 fraud, but despite being repeatedly notified of the fraud here, it continued the relationship  
20 with the Keto Doe Defendants.

21 398. As CEO and owner Nelson controls TFL and sets its policies. He caused TFL  
22 to directly commit numerous acts of mail fraud between at least March 8, 2017 and the  
23 present by shipping products for various clients who he and TFL knew to be operating  
24 fraudulent scams, including "free trial scams." Nelson supervised, controlled, and directed  
25 these acts of mail fraud. When the FTC began cracking down on subscription scams and  
26 VISA/Mastercard imposed new restrictions, Nelson caused TFL to restructure the  
27 shipments of its clients as a single bulk shipment of unordered products to avoid these  
28 restrictions and continue the fraud. Many of the specific predicate acts are described in

1 detail *infra*, but there are far more predicate acts whose details are currently within the  
2 exclusive possession of TFL and Nelson, committed both with the Keto Doe Defendants  
3 and Beyond Global Inc. and with other unrelated clients as well.

4 399. Nelson and TFL's activities with respect to the Keto Doe Defendants and  
5 Beyond Global Inc. are described in detail in the aiding and abetting section and conspiracy  
6 sections as to them in the First Cause of Action, which are incorporated here by reference.  
7 The TFL Enterprise provided substantially similar services to its other clients as it did to  
8 the Keto Doe Defendants and Beyond Global Inc. Those client relationships were separate  
9 from the relationship with the Keto Doe Defendants and Beyond Global Inc., but are part  
10 of the TFL Enterprise's own pattern of racketeering activity.

11 400. The TFL Enterprise operated in partnership with the Keto Doe Defendants  
12 and Beyond Global Inc. with respect to the Keto Products and to other unknown products  
13 proprietary to the Keto Doe Defendants and Beyond Global Inc. Each of them agreed to  
14 operate different parts of the scam, with TFL and Nelson attempting to nominally separate  
15 themselves from the illegal activity by posing as a legitimate service provider for  
16 fulfillment services. The relationship between the Keto Doe Defendants and Beyond  
17 Global Inc. and TFL/Nelson was structured as a vendor-vendee relationship, with  
18 TFL/Nelson as the vendor, except that the services being provided included illegal  
19 racketeering activity and were performed to knowingly advance a fraudulent scheme. TFL  
20 acted as a "hub" for various fraud operations including this one, coaching them, consulting  
21 for them, and passing information between them about how to effectively conduct the fraud  
22 and how to avoid being detected.

23 401. **The Keto Enterprise:** The overall Keto scam constitutes an "enterprise"  
24 within the meaning of 18 U.S.C. § 1961(4), which defines an enterprise as "any individual,  
25 partnership, corporation, association, or other legal entity, and any union or group of  
26 individuals associated in fact although not a legal entity." As described herein, all of the  
27 Defendants are individuals and legal entities who associated in fact to comprise and operate  
28 the Keto scam (the "Keto Enterprise"). The Keto Enterprise consists of The Fulfillment

1 Lab Inc., Richard Nelson, Beyond Global Inc., and the currently unknown John Does /  
2 Keto Doe Defendants. This enterprise has been in existence at least since February 20,  
3 2018, when the first “false front” was registered for Ultrafast Keto Boost. Beyond Global  
4 Inc. joined the enterprise on or around its date of incorporation on July 16, 2019.

5 402. Defendants agreed to—and did—operate the Keto Enterprise through a  
6 pattern of racketeering activity. Defendants conducted the Keto Enterprise’s affairs through  
7 a pattern of illegal acts, specifically, multiple related acts of mail fraud, wire fraud, and  
8 bank fraud, as described *infra*.

9 403. The individuals and entities comprising the Keto Enterprise had a common  
10 purpose, namely to defraud victims purchasing the Keto Products. Each individual and  
11 entity involved benefited financially from doing so. TFL was able to sell additional  
12 services, and earned money for each shipment. Nelson profited from this because he was  
13 TFL’s owner and was paid as its CEO. Beyond Global Inc. and the Keto Doe Defendants  
14 profited from each sale because they were the ultimate owners of the Keto Products.  
15 TFL/Nelson’s involvement went beyond routine commercial dealings into fraud, as  
16 described *supra*. Beyond Global Inc. and the Keto Doe Defendants likewise were not  
17 engaging in routine commercial dealings because they knew the customers had not actually  
18 ordered the products they were selling, and intentionally deceived customers about what  
19 they were ordering and about endorsements and other characteristics of those products as  
20 described herein.

21 404. The Keto Enterprise was structured as a vendor/vendee relationship, with  
22 Beyond Global Inc. and the Keto Doe Defendants as the owners of the Keto Products hiring  
23 TFL/Nelson as well as other John Does as vendors to assist in the fraud. The relationship  
24 was a lengthy one, as described *supra*, and began with a multi-month onboarding process  
25 in which Nelson guided and advised Beyond Global Inc. and the Keto Doe Defendants  
26 about how to set up this kind of fraud based on his experience with other clients running  
27 identical schemes. Nelson regularly conducted live chat meetings with Beyond Global Inc.  
28 and the Keto Doe Defendants to coordinate their activities, and to advise them and consult



1 for them. TFL regularly interacted with Beyond Global Inc. and the Keto Doe Defendants  
2 and communicated with them, and also used the software designed by Nelson to allow  
3 Beyond Global Inc. and the Keto Doe Defendants to monitor data about the shipments,  
4 their inventory, and TFL's activities. That software further allowed coordination by  
5 enabling Beyond Global Inc. and the Keto Doe Defendants to make decisions and set  
6 parameters as to the services through an API, which among other things enabled them to  
7 submit orders and cancel orders. The TFL software further enabled coordination through a  
8 "management console" which among other things enabled Beyond Global Inc. and the  
9 Keto Doe Defendants to review the reasons for customer returns, which were collected by  
10 TFL. Employees of TFL also were in regular contact with Beyond Global Inc. and the Keto  
11 Doe Defendants regarding issues which involved knowledge of the scam such as customer  
12 complaints. The relationship between Beyond Global Inc. and the Keto Doe Defendants  
13 and TFL/Nelson was an ongoing organization with both formal and informal elements. It  
14 was formalized through contracts signed between various shell companies and TFL.  
15 However, there was also an informal aspect, in that TFL knew that these contracts were  
16 with sham entities and in fact it was providing services to the John Does behind the scheme.  
17 TFL knew this because those John Does were who it was actually communicating with and  
18 being compensated by. Beyond Global Inc., the Keto Doe Defendants, TFL, and Nelson  
19 worked together in an indispensable and integrated manner to mutually engage in wrongful  
20 acts, in that: (1) none of the sales could have occurred without all of them acting together  
21 because each of them performed a necessary part of the transaction; (2) each predicate act  
22 involved coordination using specialized software, in which Beyond Global Inc. and the  
23 Keto Doe Defendants would collect consumer information on their website and transfer it  
24 to TFL through TFL's fulfillment software, which had been integrated into their websites  
25 for that purpose.

26 405. Beyond Global Inc. and the Keto Doe Defendants hired other additional John  
27 Doe vendors, such as affiliate networks and "crooked processors." These vendors were  
28 paid a portion of the proceeds in exchange for their services, knowing that they were

1 assisting in a scam. The John Doe affiliate networks aggregated groups of freelance  
2 affiliates and were paid a flat amount by Beyond Global Inc. and the Keto Doe Defendants,  
3 generally on a “cost per action” basis (in other words, each time someone made a purchase).  
4 The “crooked processors” assisted with processing transactions through the merchant  
5 accounts and had a vendor/vendee relationship with Beyond Global Inc. and the Keto Doe  
6 Defendants. Further information regarding their role is within the exclusive possession of  
7 the Defendants.

8       406. Each of the members of the Keto Enterprise knew about the general nature of  
9 the enterprise and knew that the enterprise extended beyond their individual role. The  
10 nature and structure of these scams was widely known across the industry, as evidenced by  
11 the keynote speech at the Affiliate Summit in 2019 described herein. TFL employees  
12 attended that January 2019 Affiliate Summit, and TFL operated a vendor booth there  
13 seeking clients. Beyond Global Inc. and the Keto Doe Defendants knew about the entirety  
14 of the enterprise because they hired the vendors used to support the scam. TFL and Nelson  
15 knew about the general nature of the enterprise from the onboarding process, their  
16 consulting and coaching, their attendance at conferences, and for the various reasons  
17 described in the aiding and abetting sections in the First Cause of Action as to their  
18 knowledge. They knew the enterprise extended beyond their individual role, and in fact  
19 regularly referred partner vendors to scammers including Beyond Global Inc. and the Keto  
20 Doe Defendants. Nelson specifically discussed the various vendor relationships his clients  
21 had in a panel he spoke on at the 2017 Panama Global Banking Summit, and noted that he  
22 and other vendors talked to one another about their activities and reputations. TFL further  
23 interacted with these other vendors regularly as part of the software integration process and  
24 to transfer data.

25       407. The Keto Enterprise functioned as a continuing unit because these  
26 formal/informal relationships lasted for a long period of time, at least from February 20,  
27 2018 until the date this lawsuit was filed on August 6, 2020. On information and belief,  
28 based on the sales volume implying a large and longstanding operation and TFL’s policy

1 of forming lengthy relationships with customers, its existence predated February 2018 by  
2 at least several years.

3 408. The Keto Enterprise qualifies as a closed-ended enterprise because the  
4 predicate acts occurred over a period exceeding a year and a half (from February 20, 2018  
5 to the date suit was filed). The Keto Enterprise qualifies as an open-ended enterprise, in  
6 that it was actively continuing to commit predicate acts as of the date of the filing of this  
7 lawsuit, and it has continued to receive BBB complaints of fraudulent billing post-suit. Its  
8 past conduct by its nature poses a threat of repetition not only because the conduct has  
9 continued post-suit, but because both TFL and the Keto Doe Defendants' businesses have  
10 been structured around fraudulently billing customers (with respect to TFL as described  
11 above, and with respect to the Keto Does in terms of using a shell company/merchant  
12 account scheme). Committing these predicate acts has become a regular way of doing  
13 business among these Defendants and is thus likely to recur.

14 409. **Predicate Acts:** Each of the Defendants committed, conspired to commit, and  
15 agreed to the commission of at least two predicate acts.

16 410. 18 U.S.C. § 1961(1) defines racketeering activity to include "any act which is  
17 indictable under any of the following provisions of title 18, United States Code... section  
18 1341 (relating to mail fraud), section 1343 (relating to wire fraud), section 1344 (relating  
19 to bank fraud)...."

20 411. 18 U.S.C. § 1961(1) defines a pattern of racketeering activity as "at least two  
21 acts of racketeering activity, one of which occurred after the effective date of this chapter  
22 and the last of which occurred within ten years (excluding any period of imprisonment)  
23 after the commission of a prior act of racketeering activity."

24 412. Two predicate acts of wire fraud were involved in the sale to Ms. Sihler. On  
25 or around December 11, 2019, Ms. Sihler was shown advertising claiming that InstaKeto  
26 had been endorsed by the six celebrity "Sharks" from Shark Tank and well-known  
27 magazines. This advertising was transmitted via the Internet through interstate commerce  
28 into California. The advertisement was false because InstaKeto had not actually been

1 endorsed by any celebrities or well-known magazines. She was then taken to the InstaKeto  
2 landing page, where she was falsely told she would be billed for only three bottles, as  
3 described *supra*. The InstaKeto landing page was also transmitted via the Internet through  
4 interstate commerce into California. Both of these websites (the initial Shark Tank page  
5 and the InstaKeto landing page) were caused to be transmitted by Beyond Global Inc. and  
6 the Keto Doe Defendants. They knew that Shark Tank cast members and magazines had  
7 not endorsed their product, because if true this would have been highly publicized and  
8 would have involved contracts and contact with journalists. They further knew that they  
9 intended to ship 5 bottles and not three, and knew they intended to charge Ms. Sihler a  
10 significantly higher price than what they had represented they would. Previously, Beyond  
11 Global Inc. and the Keto Doe Defendants had run free trial scams. At the advice of Nelson  
12 and TFL, they devised this specifically as a scheme to defraud and to obtain money via  
13 false or fraudulent representations, and specifically chose to structure the scam as shipping  
14 additional bottles to evade FTC scrutiny of subscription charges and Mastercard brand  
15 rules that went into place on April 12, 2019. Those Mastercard rules introduced stricter  
16 payment processing rules for subscription billing, but they did not apply to multiple bottles  
17 in a single shipment. This scheme enabled them to overcharge consumers without billing  
18 under MCC 5968 (Direct Marketing—Continuity/Subscription Merchants), the  
19 subscription code subject to the rule.

20 413. These transmissions of the Shark Tank website and the InstaKeto website to  
21 Ms. Sihler constitute two separate predicate acts of wire fraud, which Beyond Global Inc.  
22 and the Keto Doe Defendants directly committed, and which Nelson and TFL conspired to  
23 commit by agreeing to their commission and by advising them on the scam generally and  
24 specifically by advising them to structure their shipments to avoid Mastercard rules. Each  
25 Defendant had a specific intent to deceive or defraud. Nelson and TFL agreed to the  
26 commission of these predicate acts and intended that they occur. The place of origination  
27 of the websites is unknown, but the merchant account was listed as being located in Port  
28 Orange, Florida, and Nelson and TFL's activities took place in Florida.

1           414. The sale to Ms. Sihler also involved one predicate act of mail fraud committed  
2 by each of the Defendants. TFL used United States mails to send the shipment, under the  
3 supervision, direction, and control of Nelson (who caused the shipment), and directed by  
4 Beyond Global Inc. and the Keto Doe Defendants (who caused the shipment because they  
5 had hired TFL to ship their products). Shortly after December 11, 2019, TFL shipped five  
6 bottles of a product labeled “Instant Keto” to Ms. Sihler. That shipment came from Tampa,  
7 Florida and was sent to Ms. Sihler in Coronado, California. As stated above, on the advice  
8 of Nelson and TFL, those shipments were structured as a single five-bottle bundle, rather  
9 than the fake “free trial” subscription which Beyond Global Inc. and the Keto Doe  
10 Defendants had previously used for other products. All of the Defendants specifically  
11 intended to continue committing fraud despite FTC and Mastercard crackdowns on  
12 subscription fraud by restructuring the shipments to avoid a subscription. TFL and Nelson  
13 were both specifically aware of the nature of the Keto scam by then, as detailed in the  
14 aiding and abetting section as to Nelson in the First Cause of Action (incorporated here by  
15 reference). In particular, as noted there, TFL received complaints on its BBB page about  
16 the Keto scam describing both the fake Shark Tank ads and lying about the number of  
17 bottles that would be shipped. Two of those complaints occurred on September 30, 2019  
18 (describing fake number of bottles) and November 20, 2019 (describing fake Shark Tank  
19 ads and laying out details of fake prices). TFL responded to these complaints on October  
20 17, 2019 and December 4, 2019 respectively—meaning it knew well before it shipped the  
21 bottles to Ms. Sihler that it was shipping bottles that had not actually been ordered and that  
22 had been advertised with fake Shark Tank ads. TFL further received specific complaints  
23 on its BBB page about the pricing issue regarding Ultrafast Keto Boost on October 2, 2019  
24 and November 1, 2019 which it did not respond to, but which it was aware of because  
25 Nelson monitored the TFL BBB page and personally wrote TFL’s responses to the  
26 complaints (often signed in his own name).

27           415. TFL, Nelson, Beyond Global Inc., and the Keto Doe Defendants devised a  
28 scheme to defraud and to obtain money via false or fraudulent representations, as discussed

1 *supra*. TFL used United States mails (via Postal Service or private or commercial interstate  
2 carrier) to deliver the shipment to Ms. Sihler, under the supervision, direction, and control  
3 of Nelson, and directed by Beyond Global Inc. and the Keto Doe Defendants (who had  
4 hired TFL to ship their products). This act was in furtherance of the scheme, in that shipping  
5 the unordered products was a necessary “fig leaf” to allow Beyond Global Inc. and the  
6 Keto Doe Defendants to keep billing for them. Each Defendant had a specific intent to  
7 deceive or defraud. The act of shipping went beyond an ordinary business transaction here,  
8 not only because of TFL and Nelson’s knowledge of the wire fraud discussed above and  
9 intent to participate in it, but because the shipment was specifically structured this way on  
10 the advice of TFL/Nelson to knowingly evade Mastercard rules and FTC scrutiny which  
11 applied only to subscriptions. By structuring the shipment this way, victims could be billed  
12 for unordered products just as in a traditional free trial scam, but because they were shipped  
13 the unordered products all at once, the billing code would not be identified as MCC 5968  
14 (Direct Marketing—Continuity/Subscription Merchants) and the Mastercard rules would  
15 not apply.

16 416. Two predicate acts of wire fraud were involved in the sale to Ms. Bavencoff.  
17 On or around October 14, 2019, Ms. Bavencoff was shown advertising on Facebook  
18 claiming that Ultrafast Keto Boost had been endorsed by the six celebrity “Sharks” from  
19 Shark Tank and well-known magazines. This advertising was transmitted via the Internet  
20 through interstate commerce into California. The advertisement was false because Ultrafast  
21 Keto Boost had not actually been endorsed by any celebrities or well-known magazines.  
22 She was then taken to the Ultrafast Keto Boost landing page, where she selected an option  
23 thinking she would not be billed for “free” bottles, as described *supra*. Instead she was  
24 billed for all five bottles. The Ultrafast Keto Boost landing page was also transmitted via  
25 the Internet through interstate commerce into California. Both of these websites (the initial  
26 Shark Tank page and the Ultrafast Keto Boost landing page) were caused to be transmitted  
27 by Beyond Global Inc. and the Keto Doe Defendants. They knew that Shark Tank cast  
28 members and magazines had not endorsed their product, because if true this would have



1 been highly publicized and would have involved contracts and contact with journalists.  
2 They further knew that they intended to ship 5 bottles and that none of the bottles were  
3 “free,” and knew they intended to charge Ms. Bavencoff a significantly higher price than  
4 what they had represented they would. Just as with Ms. Sihler, Beyond Global Inc. and the  
5 Keto Doe Defendants shipped all the unordered bottles structured as a single shipment to  
6 avoid Mastercard rules and FTC scrutiny.

7 417. These transmissions of the Shark Tank website and the Ultrafast Keto Boost  
8 website to Ms. Bavencoff constitute two separate predicate acts of wire fraud, which  
9 Beyond Global Inc. and the Keto Doe Defendants directly committed, and which Nelson  
10 and TFL conspired to commit by advising them on the scam generally and specifically by  
11 advising them to structure their shipments to avoid Mastercard rules. Each Defendant had  
12 a specific intent to deceive or defraud. Nelson and TFL agreed to the commission of these  
13 predicate acts and intended that they occur. The place of origination of the websites is  
14 unknown, but the merchant account lists “NV,” Beyond Global Inc. is incorporated in  
15 Wyoming but listed a Nevada address on the bottle, and Nelson and TFL’s activities took  
16 place in Florida.

17 418. The sale to Ms. Bavencoff also involved one predicate act of mail fraud  
18 committed by each of the Defendants. TFL used the mails to send the shipment, under the  
19 supervision, direction, and control of Nelson (who caused the shipment), and directed by  
20 Beyond Global Inc. and the Keto Doe Defendants (who caused the shipment because they  
21 had hired TFL to ship their products). Shortly after October 14, 2019, TFL shipped five  
22 bottles of Ultrafast Keto Boost to Ms. Bavencoff. That shipment came from Tampa, Florida  
23 and was sent to Ms. Bavencoff in Santee, California. As stated above, on the advice of  
24 Nelson and TFL, those shipments were structured as a single five-bottle bundle, rather than  
25 the fake “free trial” subscription which Beyond Global Inc. and the Keto Doe Defendants  
26 had previously used for other products. All of the Defendants specifically intended to  
27 continue committing fraud despite FTC and Mastercard crackdowns on subscription fraud  
28 by restructuring the shipments to avoid a subscription. TFL and Nelson were both

1 specifically aware of the nature of the Keto scam by then, as detailed in the aiding and  
2 abetting section as to Nelson in the First Cause of Action (incorporated here by reference).  
3 In particular, as noted there, TFL received complaints on its BBB page about the Keto scam  
4 describing both the fake Shark Tank ads and lying about the number of bottles that would  
5 be shipped. One of those complaints occurred on September 30, 2019 (describing fake  
6 number of bottles) and TFL further received specific complaints on its BBB page about the  
7 pricing issue regarding Ultrafast Keto Boost on October 2, 2019. TFL and Nelson were  
8 aware of these complaints because Nelson monitored the TFL BBB page and personally  
9 wrote TFL's responses to the complaints (often signed in his own name). Their intent is  
10 further evidenced by the fact that they continued shipping the Keto Products long after  
11 receiving these complaints.

12 419. TFL, Nelson, Beyond Global Inc., and the Keto Doe Defendants devised a  
13 scheme to defraud and to obtain money via false or fraudulent representations, as discussed  
14 *supra*. TFL used United States mails (via Postal Service or private or commercial interstate  
15 carrier) to deliver the shipment to Ms. Bavencoff, under the supervision, direction, and  
16 control of Nelson, and directed by Beyond Global Inc. and the Keto Doe Defendants (who  
17 had hired TFL to ship their products). This act was in furtherance of the scheme, in that  
18 shipping the unordered products was a necessary "fig leaf" to allow Beyond Global Inc.  
19 and the Keto Doe Defendants to keep billing for them. Each Defendant had a specific intent  
20 to deceive or defraud. The act of shipping went beyond an ordinary business transaction  
21 here, not only because of TFL and Nelson's knowledge of the wire fraud discussed above  
22 and intent to participate in it, but because the shipment was specifically structured this way  
23 on the advice of TFL/Nelson to knowingly evade Mastercard rules and FTC scrutiny which  
24 applied only to subscriptions. By structuring the shipment this way, victims could be billed  
25 for unordered products just as in a traditional free trial scam, but because they were shipped  
26 the unordered products all at once, the billing code would not be identified as MCC 5968  
27 (Direct Marketing—Continuity/Subscription Merchants) and the Mastercard rules would  
28 not apply.

420. These sales and shipments of Ultrafast Keto Boost and Instant Keto were not isolated, but were part of a pattern of related shipments and predicate acts that occurred over a long period of time. The sales and shipments of these two products were occurring from at least February 2018. The Keto Doe Defendants and/or Beyond Global Inc. registered the “false front” website for Ultrafast Keto Boost used to defraud the banks and credit card companies on or about February 20, 2018.<sup>63</sup> The Keto Doe Defendants and/or Beyond Global Inc. first registered the Ultra Fast Keto Boost website - <https://ultrafastketoboost.com> - on July 3, 2019, and first registered Instant Keto’s website - <https://instaketo.com/> - on August 8, 2018, with a last update on September 20, 2019.<sup>64</sup>

421. Plaintiffs are unable to fully plead details of those predicate acts because the facts are largely within the possession of the Defendants, but the examples below are representative and show that the predicate acts committed against Plaintiffs were part of a long-running pattern which was ongoing as of the date of filing of this lawsuit and has continued post-suit, and is thus likely to recur.

422. A BBB complaint posted on November 12, 2019 reported the following regarding Ultra Fast Keto Boost:

Sat 8/24:I purchased the online offer "buy 2 & get 1 more for free".They charged me full price,I cancelled,they never responded & still charged me. On Sat Aug. 24 of 2019, I purchased online an offer on Ultra Fast Keto Boost website "buy 2 bottles & get 1 more for free". They sent me a confirmation email without any details or any amount, but they were saying that I have paid for this offer. When I went online on Monday Aug. 26 (since nothing was updated on Sunday), on my online back account I saw that they charged my card with an extra 50 dollars (As if I never had the special offer, and they were charging me for all 3 bottles). I immediately emailed them and cancelled the order and of course I disputed the charge in my card. They never responded to my email, I never received the product (and to be honest I wouldn't care to receive it, after this SCAM and FRAUD they "played" on me), and now 3 months later they STILL have the nerve to demand from me to pay them and

<sup>63</sup> <https://whois.domaintools.com/thesuperbooster.com>

<sup>64</sup> <http://whois.domaintools.com/instaketo.com> and <http://whois.domaintools.com/ultrafastketoboost.com>

1 they causing me problems with my bank and my credit card. They ARE  
 2 CROOKS, FRAUDS & SCAMMERS!!! THEY SHOULD NOT BE  
 3 TRUSTED BY ANYONE!!!!

4 423. On information and belief, and based on the lengthy process required to file a  
 5 BBB complaint that requires numerous consumer details, this shipment occurred as  
 6 described by the customer, and involved at least one predicate act of wire fraud directly  
 7 committed by Beyond Global Inc. and the Keto Doe Defendants substantially identical to  
 8 those committed against Ms. Bavencoff (the transmission of the website via the Internet to  
 9 an unknown location within the United States). That act occurred on August 24, 2019. The  
 10 shipment constituted mail fraud, as the product was shipped by TFL (under the direction,  
 11 control, and supervision of Nelson) from Tampa or Utah via United States mails to an  
 12 unknown location within the United States. The shipment occurred in August or September  
 13 2019. The purpose of these transmissions and shipments was to obtain money from the  
 14 consumer, and the transmissions and shipments were made in furtherance of the scheme to  
 15 defraud. Otherwise, the facts and allegations as to these predicate acts are substantially  
 16 identical to those involving Ms. Bavencoff, which are incorporated here by reference.

17 424. A BBB complaint posted on January 14, 2020 reported the following  
 18 regarding Ultra Fast Keto Boost:

19 I purchased 3 bottles of Keto Boost from Ultra Fast Keto Boost in Las Vegas,  
 20 Nv. online from an ad on facebook. The promotion was to buy 3 bottles of  
 21 this product @ \$39.95 & receive 2 free bottles. This was on 10/31/19. When  
 22 I received the bottles they were not the item that was shown in the ad on  
 23 facebook. This ad was also promoted by members of shark tank tv show. The  
 24 ad shows dropping a tablet into a glass of water before bedtime & drinking it.  
 25 When the product arrived the contents were capsules & not the pills shown in  
 26 the ad. I have not been able to locate this company as the product was sent  
 27 from Tampa, Fl. & there was no listing for that # in 411 I went to my credit  
 28 union yesterday to try to locate the # of the company & discovered that an  
 amount of \$198.70 was charged to my account. Today I finally located a  
 phone # in Las Vegas & when I talked to a person re: my bill he simply stated  
 that the bottles were for 69.95 & not 39.95. I asked to speak to his manager &  
 he informed me that there was no one higher up than him on the floor. I then  
 asked to speak to someone other than billing & he then informed me

1 that they no longer carry the product I purchased & they cannot help me with  
 2 my complaint about the difference in the product I received & the product  
 3 shown on the air. The name of this company is Ultra Fast Keto Boost. Address  
 4 is 9121 W. Russell Rd., suite 116B, Las Vegas, Nv.,89148. There phone # is  
 5 888-970-0692.

6 425. "Ultra Fast Keto Boost" responded on February 10, 2020 acknowledging the  
 7 order but refusing to provide a refund. On information and belief, and based on the lengthy  
 8 process required to file a BBB complaint that requires numerous consumer details, as well  
 9 as the response, this shipment occurred as described by the customer, and involved at least  
 10 two predicate acts of wire fraud directly committed by Beyond Global Inc. and the Keto  
 11 Doe Defendants substantially identical to those committed against Ms. Bavencoff (the  
 12 transmission of the Facebook advertisement and the website via the Internet to an unknown  
 13 location within the United States). That act occurred on October 31, 2019. The shipment  
 14 constituted mail fraud, as the product was shipped by TFL (under the direction, control,  
 15 and supervision of Nelson) from Tampa via United States mails to an unknown location  
 16 within the United States. The shipment occurred in November 2019. The purpose of these  
 17 transmissions and shipments was to obtain money from the consumer, and the  
 18 transmissions and shipments were made in furtherance of the scheme to defraud.  
 19 Otherwise, the facts and allegations as to these predicate acts are substantially identical to  
 20 those involving Ms. Bavencoff, which are incorporated here by reference.

21 426. A BBB complaint posted on February 28, 2020 reported the following  
 22 regarding Ultra Fast Keto Boost:

23 Returned product as info given me. No money returned. They signed for the  
 24 product via usps. On Dec 1, 2019 I purchased 1 bottle of Ultra Fast Keto Boost  
 25 for 69.00(or close). When I got the pkg it was 5 btls and they charged my  
 26 account 198.60(or )I called the LV office and was given the address of PO  
 27 Box 3011-145 Salt lake City Ut. I sent the product back on 12/11/2019 and  
 28 they signed for it as recd on 12/17/2019. I have not been able to contact them  
 as the numbers are all no longer avail. I want my money back. Also they want  
 to charge me 5.00 for restock on each bottle. I told then I would pay that for  
 the bottle I had ordered but not for the 4 bottles they sent and i had not  
 authorized. I want my money back. I am a Sr Citizen and they put me in a  
 very hard place by charging my account the astronomical amount from my

1 account and causing me financial hardship. I have tried to locate them and  
 2 work with them but to no avail so I need your help to get ALL my money  
 3 back. I have my bank statement, I even filed a complaint with my bank  
 4 because they took out so much money and I didnt know who had done it. I  
 5 also have the Certified mail receipt with the tracking number showing when  
 6 they rec'd the product back.

7 427. On information and belief, and based on the lengthy process required to file a  
 8 BBB complaint that requires numerous consumer details, as well as the response, this  
 9 shipment occurred as described by the customer, and involved at least one predicate act of  
 10 wire fraud directly committed by Beyond Global Inc. and the Keto Doe Defendants  
 11 substantially identical to those committed against Ms. Bavencoff (the transmission of the  
 12 website via the Internet to an unknown location within the United States). That act occurred  
 13 on December 1, 2019. The shipment constituted mail fraud, as the product was shipped by  
 14 TFL via United States mails (under the direction, control, and supervision of Nelson) from  
 15 Salt Lake City, Utah to Ohio. TFL is registered to do business in Utah at 1232 S  
 16 GLADIOLA ST #200 Salt Lake City, UT 84104, and it operates a fulfillment center in  
 17 Utah.<sup>65</sup> The shipment occurred between December 1, 2019 and December 11, 2019. The  
 18 purpose of these transmissions and shipments was to obtain money from the consumer, and  
 19 the transmissions and shipments were made in furtherance of the scheme to defraud.  
 20 Otherwise, the facts and allegations as to these predicate acts are substantially identical to  
 21 those involving Ms. Bavencoff, which are incorporated here by reference.

22 428. A BBB complaint posted on June 24, 2020 reported the following regarding  
 23 “Instaketo”:

24 I returned a package (which I never ordered however transaction took place  
 25 as a fraud) and never received a refund. In late 10/2019 I recognized a  
 26 transaction on my credit card (for \$201.68) which I am not aware of under the  
 27 name of Instaketo in Tampa Florida. I reside in Little Rock, Arkansas. I called  
 28 my bank (Bank of America) to report a fraud and they instantly processed me  
 a refund and issued me a new credit card, meanwhile they told me they will  
 do some investigations. A few days later, I received a package (package label

<sup>65</sup> <https://www.thefulfillmentlab.com/news/the-fulfillment-lab-is-a-fulfillment-solutions-business>.



1 is attached) from the company composed of 5 boxes of tablets or capsules to  
2 enhance a ketogenic state in the blood along with an email confirming delivery  
3 with order ID XXXXXX!! I was confused how they got my name, address  
4 and my credit card information. Also if someone wants to make a fraud why  
5 he/she sent it to me. So, I suspect that the company is involved in this process.  
6 So I reached out to the company by email (correspondence attached) to let  
7 them know about what happened and request to return it back and get a refund.  
8 I was surprised that they already have an account by name middle and last  
9 name which I have no idea about. What they did that they showered me with  
10 great offers to keep the package and not get a refund, which increased my  
11 suspicions that they are behind that process.

12 429. On information and belief, and based on the lengthy process required to file a  
13 BBB complaint that requires numerous consumer details, this shipment occurred as  
14 described by the customer, and involved at least one predicate act of mail fraud, as the  
15 product was shipped by TFL via United States mails from Tampa, Florida to Little Rock,  
16 Arkansas. The shipment occurred in late October 2019. The purpose of these transmissions  
17 and shipments was to obtain money from the consumer, and the transmissions and  
18 shipments were made in furtherance of the scheme to defraud. Otherwise, the facts and  
19 allegations as to these predicate acts are substantially identical to those involving Ms.  
20 Sihler, which are incorporated here by reference.

21 430. A BBB complaint posted on June 11, 2020 reported the following regarding  
22 “Insta Keto”:

23 Price of total order was deceiving. Not returnable by Post Office. Located  
24 package and returned. Did not receive a full refund. I purchased Insta Keto  
25 supplements thinking I was paying \$39.95. What I ended up being charged  
26 was \$198.70. When I saw this pending on my account, I immediately called  
27 the customer service number to cancel. I was told to call back because it had  
28 already been shipped.

431. The customer went on to state that the Insta Keto product was shipped from  
Salt Lake City, Utah, and that the customer lived in Ohio. “Ultra Fast Keto Boost  
Response” replied acknowledging that a refund had been requested, and stating it had been  
delayed due to COVID.

432. On information and belief, and based on the lengthy process required to file a BBB complaint that requires numerous consumer details, as well as the response, this shipment occurred as described by the customer, and involved at least one predicate act of wire fraud directly committed by Beyond Global Inc. and the Keto Doe Defendants substantially identical to those committed against Ms. Sihler (the transmission of the website via the Internet to an unknown location within the United States). That act occurred in mid-2020 based on the response stating that delays had occurred because of COVID. The shipment constituted mail fraud, as the product was shipped by TFL via United States mails (under the direction, control, and supervision of Nelson) from Salt Lake City, Utah to Ohio. The shipment occurred in mid-2020. The purpose of these transmissions and shipments was to obtain money from the consumer, and the transmissions and shipments were made in furtherance of the scheme to defraud. Otherwise, the facts and allegations as to these predicate acts are substantially identical to those involving Ms. Sihler, which are incorporated here by reference.

433. A BBB complaint posted on June 29, 2020 reported the following regarding Instant Keto:

I thought I only ordered the free bottle, but somehow ended up with the biggest order. I figured I would try it anyway because it had a guarantee that if it didn't work you could get your money back. Well it didn't work, so I went online to find out how/where to send it back for a refund. After visiting the website my computer came down with a virus. (They were the only new website I went to). After getting it fixed, I still have not heard from them on how to get my money back. Do not want to go back to their website and possibly get a virus again. Product\_Or\_Service: Instant Keto pills

434. "Ultra Fast Keto Boost Response" responded to the complaint as follows:

There has been no contact/correspondence from the customer. All customers receive an email with a Customer Support number to contact us, we operate a 24/7 customer support center. The customers order date is 14MAY2020 and the customers complaint date is 29JUNE2020 which puts the customer passed the 30 Day guarantee. We can offer the customer a partial refund of \$173.70 and the customer may keep the product or return it. Customers are responsible for return shipping per our Terms and Conditions.

1  
2 435. On information and belief, and based on the lengthy process required to file a  
3 BBB complaint that requires numerous consumer details, as well as the response, this  
4 shipment occurred as described by the customer, and involved at least one predicate act of  
5 wire fraud directly committed by Beyond Global Inc. and the Keto Doe Defendants  
6 substantially identical to those committed against Ms. Sihler (the transmission of the  
7 website via the Internet to an unknown location within the United States). That act occurred  
8 on May 14, 2020. The shipment constituted mail fraud, as the product was shipped by TFL  
9 via United States mails (under the direction, control, and supervision of Nelson) from  
10 Tampa, Florida or Utah to an unknown location within the United States. The shipment  
11 occurred in late May 2020. The purpose of these transmissions and shipments was to obtain  
12 money from the consumer, and the transmissions and shipments were made in furtherance  
13 of the scheme to defraud. Otherwise, the facts and allegations as to these predicate acts are  
14 substantially identical to those involving Ms. Sihler, which are incorporated here by  
15 reference.

16 436. Similarly, a BBB complaint posted on October 13, 2020 reported the  
17 following regarding Instant Keto:<sup>66</sup>

18 Unfortunately, I got caught up in this scam!! I saw an ad on Facebook for  
19 Instant Keto, buy 3 bottles at \$39.70 each and get 2 bottles free. When they  
20 sent me my bill, they charged me for all 5 bottles. I insisted on getting  
21 compensated for the OVERCHARGE! Nothing was mentioned at the time  
22 that if I get that refund for an OVERCHARGE, it forfeits the money back  
23 guarantee! This was on August 22nd. In mid September, I called to tell them  
24 the pills were not working and wanted to return unused pills for a refund. The  
25 guy told me to wait un the end of September (he said September 28th) and  
26 then if the pills still did not work, I would get a refund. I did that and since  
27 then all \*\*\*\* broke loose. I sent them an email in detail and asked for my  
28 refund. They don't do that through email. I had to all and put me through all  
the stress. I called twice since then and this is when they try to tell me I cannot  
get a refund because I gave up that right with the warranty when I accepted a  
refund for an OVERCHARGE!! That is absurd!! Plus, they said I was past the

---

<sup>66</sup> <https://www.bbb.org/us/fl/tampa/profile/high-risk-free-trial-offers/ultra-fast-keto-boost-0653-90369793/complaints> (last visited Jan. 3, 2021).

1 warranty period of the 22nd of September, when the guy CLEARLY told me  
 2 to call back on the 28th!! Was that a tactic on his part to ensure I would not  
 3 get the refund'?? They not only scammed me but the pills DO NOT WORK!!!  
 4 And if we do not do anything, they are going to continue to take advantage of  
 5 so many other people, especially poor seniors like myself!!  
 Product\_Or\_Service: Instant Keto Order\_Number: XXXXXX  
 Account\_Number: none

6 437. On information and belief, and based on the lengthy process required to file a  
 7 BBB complaint that requires numerous consumer details, this shipment occurred as  
 8 described by the customer, and involved two predicate acts of wire fraud directly  
 9 committed by Beyond Global Inc. and the Keto Doe Defendants and substantially identical  
 10 to those committed against Ms. Sihler (the transmission of the Facebook ad and the website  
 11 via the Internet to an unknown location within the United States). Those two acts occurred  
 12 on August 22, 2020. Beyond Global Inc. and the Keto Doe Defendants directly committed  
 13 a third act of wire fraud against this unknown consumer by falsely promising the consumer  
 14 a refund in mid-September 2020, with the sole intent of stalling to avoid paying a refund.  
 15 That act was via wire (telephone) from an unknown location to an unknown location within  
 16 the United States. The shipment constituted mail fraud, as the product was shipped by TFL  
 17 via United States mails (under the direction, control, and supervision of Nelson) from  
 18 Tampa, Florida or Utah to an unknown location within the United States. The shipment  
 19 occurred in late August 2020. The purpose of these transmissions and shipments was to  
 20 obtain money from the consumer, and the transmissions and shipments were made in  
 21 furtherance of the scheme to defraud. Otherwise, the facts and allegations as to these  
 22 predicate acts are substantially identical to those involving Ms. Sihler, which are  
 23 incorporated here by reference.

24 438. The predicate acts of bank fraud consisted of the Keto Doe Defendants  
 25 presenting "false front" websites to financial institutions when confronted with  
 26 chargebacks. By falsely claiming that consumers purchased from a website where the terms  
 27 were clearly disclosed and agreed to, the Keto Doe Defendants prevented banks from  
 28

1 issuing lawful chargebacks to the Class. This false front was first registered on February  
2 20, 2018, and on information and belief has been used to defraud banks on an ongoing  
3 basis since then. The purpose was to further the scheme to defraud by preventing it from  
4 being detected. Further details are unknown because they are in the exclusive possession  
5 of Beyond Global Inc. and the Keto Doe Defendants.

6 439. These predicate acts were both the but-for and proximate causes of injuries to  
7 Plaintiffs and the Class, as described in the aiding and abetting and conspiracy sections of  
8 the First Cause of Action as to Nelson and TFL, which are incorporated here by reference.  
9 But-for the acts of mail fraud by Nelson and TFL, the scam could not have existed because  
10 it would have had no “fig leaf” to bill consumers for unordered products. But-for  
11 structuring the shipments to evade subscription rules, the scam would have been flagged  
12 by the card brands and their merchant processing cut off. But-for the acts of wire fraud by  
13 Beyond Global Inc. and the Keto Doe Defendants, consumers would not have been injured  
14 because they would have known the truth about the products and would have known the  
15 real number of products they were ordering. But-for sending the false fronts to banks, the  
16 banks would have reviewed the actual websites consumers bought from and flagged the  
17 products as fraudulent to prevent them from being sold. These predicate acts were a  
18 proximate cause of the injuries to Plaintiffs and the Class because the injuries were direct  
19 and reasonably foreseeable results of the conduct, in that the Defendants all knew how the  
20 scam worked and knew about the misrepresentations made on the websites, and it was  
21 reasonably foreseeable that shipping unordered products, sending false fronts to banks,  
22 lying about celebrity or corporate endorsements, lying about the number of products that  
23 would be shipped, or making the other misrepresentations would result in injury.

24 440. These predicate acts are related. They have the same participants (TFL,  
25 Nelson, Beyond Global Inc., and the Keto Doe Defendants). They have the same purpose  
26 (shipping unordered products to consumers to fraudulently bill them). The method of  
27 commission was the same, as all involve near-identical Keto diet products shipped and sold  
28 by the same companies on similar websites using similar fraudulent advertising. They all

1 were structured identically, with the consumer agreeing to purchase fewer bottles than were  
2 ultimately shipped. They are not isolated in that they continued over a long period.

3 441. Defendants' acts of wire fraud, mail fraud, and bank fraud were committed  
4 willfully and intentionally as described herein, and were made in furtherance of the scheme  
5 and common course of conduct in that they were designed to defraud customers of the Keto  
6 Products of money and property.

7 442. The predicate acts affected interstate commerce, in that the shipments crossed  
8 state lines and the advertisements were transmitted via wire across the country, resulting  
9 in purchases of the Keto Products through interstate commerce which were sent via United  
10 States mail and private shipping carriers.

11 443. The RICO violations alleged here have caused harm to a specific business or  
12 property interest. In particular, as a result of the misrepresentations and omissions  
13 described herein, Plaintiffs reasonably relied upon the representations regarding the  
14 products. In reasonable reliance on these false representations, and as a result of the RICO  
15 violations, Plaintiffs and other Class Members purchased the products at issue and paid  
16 more for those products than they would have had they been aware that Defendants'  
17 representations were false or had the Defendants not engaged in the unlawful conduct  
18 described herein. Plaintiffs and other Class Members ended up with Products that were  
19 overpriced, inaccurately marketed, and did not have the characteristics, qualities, or value  
20 promised by Defendants, and therefore Plaintiffs and other Class Members have suffered  
21 specific harm to a property interest, the money they paid to the Defendants. Plaintiff's  
22 banks were further harmed through the "false front" websites and the churning of merchant  
23 accounts.

24 444. The RICO violations here have caused concrete financial loss. In particular,  
25 as described above, money was paid by Plaintiffs and members of the Classes to Beyond  
26 Global Inc. and the Keto Doe Defendants in reliance on their misrepresentations and  
27 omissions. Plaintiffs and the Class Members were overcharged for those products relative  
28



1 to their actual value, and the value was substantially inflated by the various  
2 misrepresentations and omissions as described further herein.

3 445. Beyond Global Inc., the Keto Doe Defendants, TFL, and Nelson conspired to  
4 commit the predicate acts described above (and others substantially similar predicate acts  
5 against Plaintiff, the Class, and other victims) in violation of 18 U.S.C. § 1962(d). Plaintiff  
6 incorporates by reference the conspiracy sections of the First Cause of Action as to these  
7 respective defendants, which details the nature of this conspiracy, and the aiding and  
8 abetting sections of the First Cause of Action for the respective defendants, which details  
9 their knowledge of and assistance in the conspiracy. Beyond Global Inc. and the Keto Doe  
10 Defendants knew they were participating in a criminal endeavor because they knew they  
11 were making the various false representations to consumers and banks described herein.  
12 Similarly, TFL and Nelson each knew they were participating in a criminal endeavor as  
13 described in their aiding and abetting sections as well as *supra* in this cause of action. All  
14 four of these Defendants adopted the goal of furthering that criminal endeavor, again as  
15 described in those conspiracy and aiding and abetting sections and *supra* in this cause of  
16 action. Beyond Global Inc., the Keto Doe Defendants, TFL, and Nelson both agreed to  
17 commit and participated in a violation of at least two predicate acts, as described in detail  
18 *supra* for each predicate act. The agreement between these Defendants can be inferred from  
19 their activities and relationships, as described in the conspiracy sections in the First Cause  
20 of Action. To the extent they did not directly commit predicate acts, TFL and Nelson knew  
21 about the scheme and agreed to facilitate it for the reasons described in the aiding and  
22 abetting section of the First Cause of Action (in particular the facts outlined there showing  
23 their knowledge and their substantial assistance, which also constitute facilitation under  
24 1962(d)).

25 446. On information and belief, many of the misrepresentations are actively being  
26 made to new customers and deceptive websites are still operative. On information and  
27 belief, additional predicate acts occurred far earlier and will be uncovered in discovery,  
28

1 particularly through the Keto Doe Defendants' sales of earlier products and their current  
2 sales of the Keto products.

3 447. Because of these violations and pursuant to 18 U.S.C. § 1964(c) and 1964(d),  
4 Defendants are liable to Plaintiffs and the Class Members for three times the damages  
5 Plaintiffs and the Class Members have sustained, plus the cost of this suit, including  
6 reasonable attorneys' fees.

## 7 **SIXTH CAUSE OF ACTION**

### 8 **Violation of Various State Consumer Protection Laws**

#### 9 **On Behalf of the Nationwide Class<sup>67</sup>**

10 448. Plaintiff incorporates all preceding and subsequent paragraphs by reference as  
11 if set forth fully herein.

12 449. Plaintiff brings this claim for deceptive acts and practices in violation of  
13 various states' consumer protection statutes against the Defendants on behalf of the  
14 Nationwide Class.

15 450. The Defendants have engaged in deceptive acts and unfair practices that have  
16 caused actual damages to Plaintiff and the Nationwide Class, as described herein, including  
17 the misrepresentations and omissions described with respect to the marketing, advertising,  
18 promotion, packaging, and sale of the Keto Products.

19 451. The Defendants' deceptive and unfair trade practices have been carried out in  
20 the course of conducting the Defendants' business, trade, and commerce.

21 452. The Defendants' acts—including their intentional efforts to mislead consumers  
22 regarding the benefits and effectiveness of the Keto Products—are willful, unfair,  
23 unconscionable, deceptive, contrary to public policy and injurious to consumers.

24 453. The Defendants' false, deceptive and misleading statements and omissions  
25

---

26 <sup>67</sup> Plaintiffs note that while the Court dismissed the Sixth Cause of Action, it stated that it was granting  
27 leave to amend on that issue to redress any standing issues if possible. Plaintiffs believe that repleading  
28 of the facts as to this cause of action would not be effective under the holding of the Court. Plaintiff  
continues to include the Sixth Cause of Action as originally pled solely to preserve its rights to appeal  
and avoid waiver. *See Lacey v. Maricopa Cty.*, 693 F.3d 896 (9th Cir. 2012).

1 would be material to any reasonable consumer's decision whether to buy a Keto product.

2 454. Any objectively reasonable consumer acting reasonably in the circumstances  
3 would have been deceived by the Defendants' acts and practices.

4 455. The Defendants' acts are unconscionable and actuated by bad faith, lack of fair  
5 dealing, actual malice, are accompanied by a wanton and willful disregard for consumers'  
6 well-being, and are motivated solely by the desire for financial gain.

7 456. As a direct and proximate result of the Defendants' deceptive practices,  
8 Plaintiff and the Nationwide Class have sustained actual damages.

9 457. Plaintiff and the Nationwide Class demand damages, attorneys' fees and costs,  
10 and any other relief to which they may be entitled.

11 458. Plaintiff's claims are representative of similar claims available to non-  
12 California Nationwide Class members under the laws of other states, which also are  
13 amenable to further subclass treatment. Such laws may include, but are not limited to: Ala.  
14 Code § 8-19-1 *et seq.*; Alaska Stat. § 45.50.471 *et seq.*; Ariz. Rev. Stat. Ann. § 44-1521 *et*  
15 *seq.*; Ark. Code Ann. § 4-88-101 *et seq.*; Cal. Civil Code § 1750 *et seq.* and Cal. Bus. &  
16 Prof. Code § 17200 *et seq.* & 17500 *et seq.*; Colo. Rev. Stat. § 6-1-101 *et seq.*; Conn. Gen.  
17 Stat. § 42-110a *et seq.*; Del. Code Ann. tit. 6 § 2511 *et seq.* & 2580 *et seq.*; D.C. Code Ann.  
18 § 28-3901 *et seq.*; Fla. Stat. § 501.201 *et seq.*; Ga. Code Ann. § 10-1-390 *et seq.*; Haw. Rev.  
19 Stat. § 480-1 *et seq.*; Idaho Code Ann. § 48-601 *et seq.*; 815 Ill. Comp. Stat. 505/1 *et seq.*;  
20 Ind. Code Ann. § 24-5-0.5-1 *et seq.*; Iowa Code § 714.16 *et seq.*; Kan. Stat. Ann. § 50-623  
21 *et seq.*; Ky. Rev. Stat. Ann. § 367.110 *et seq.*; La. Rev. Stat. Ann. § 51:1401 *et seq.*; Me.  
22 Rev. Stat. Ann. tit. 5, § 205-A *et seq.*; Md. Code Ann., Com. Law § 13-101 *et seq.*; Mass.  
23 Gen. Laws ch. 93A, § 1 *et seq.*; Mich. Comp. Laws § 445.901 *et seq.*; Minn. Stat. § 831  
24 and § 325F.67 *et seq.*; Miss. Code Ann. § 75-24-1 *et seq.*; Mo. Ann. Stat. § 407.010 *et seq.*;  
25 Mont. Code Ann. § 30-14-101 *et seq.*; Neb. Rev. Stat. Ann. § 59-1601 *et seq.*; Nev. Rev.  
26 Stat. Ann. § 598.0903 *et seq.*; N.H. Rev. Stat. Ann. § 358-A:1 *et seq.*; N.J. Stat. Ann. §  
27 56:8-1 *et seq.*; N.M. Stat. § 57-12-1 *et seq.*; N.Y. Gen. Bus. Law § 349 *et seq.* and § 350 *et*  
28 *seq.*; N.C. Gen. Stat. § 75-1.1 *et seq.*; N.D. Cent. Code § 51-12-01 *et seq.* and § 51-15-01

1 *et seq.*; Ohio Rev. Code Ann. § 1345.01 *et seq.*; Okla. Stat. tit. 15, § 751 *et seq.*; Or. Rev.  
 2 Stat. § 646.605 *et seq.*; 73 Pa. Stat. Ann. §§ 201-1 *et seq.*; R.I. Gen. Laws §§ 6-13.1-1 *et*  
 3 *seq.*; S.C. Code Ann. § 39-5-10 *et seq.*; S.D. Codified Laws § 37-24-1 *et seq.*; Tenn. Code  
 4 Ann. § 47-18-1091 *et seq.*; Tex. Bus. & Com. Code Ann. § 17.41 *et seq.*; Utah Code Ann.  
 5 § 13-11-1 *et seq.*; Vt. Stat. Ann. tit. 9, § 2451 *et seq.*; Va. Code Ann. §§ 59.1-196 *et seq.*;  
 6 Wash Rev. Code § 19.86.010 *et seq.*; W. Va. Code § 46A-6-101 *et seq.*; Wis. Stat. § 100.18  
 7 *et seq.*; and Wyo. Stat. Ann. §§ 40-12-101 *et seq.*

### 8 **PRAYER FOR RELIEF**

9 Wherefore, Plaintiffs demand judgment as follows:

10 A. An order declaring that this action may be maintained as a class action  
 11 pursuant to Rule 23 of the Federal Rules of Civil Procedure, certifying this case as a class  
 12 action, appointing Plaintiffs as representative of the Class, and designating their attorneys  
 13 as Class Counsel;

14 B. Declaratory judgment that Defendants' actions are unfair and unlawful;

15 C. An award of injunctive relief as permitted by law or equity including an order  
 16 prohibiting Defendants from engaging in the unlawful and tortious acts described above;

17 D. A finding that such injunction constitutes public injunctive relief, has resulted  
 18 in the enforcement of an important right affecting the public interest and otherwise meets  
 19 the requirements of California Code of Civil Procedure § 1021.5, and an award of  
 20 attorney's fees and costs pursuant to § 1021.5;

21 E. For judgment for Plaintiffs and the Class on their claims in an amount to be  
 22 proven at trial, for economic, monetary, consequential, compensatory or statutory damages  
 23 caused by Defendants' practices, along with punitive damages;

24 F. For restitution and/or other equitable relief, including without limitation  
 25 disgorgement of all revenues, profits, and unjust enrichment that Defendants obtained from  
 26 Plaintiffs and the Class as a result of its unlawful, unfair, and deceptive business practices  
 27 described herein;

1 G. For damages of three times the damages Plaintiffs and the Class Members  
2 have sustained, plus the cost of this suit, including reasonable attorney's fees pursuant to  
3 18 U.S.C. § 1964(c) and (d);

4 H. An award of attorney's fees and costs;

5 I. For pre-judgment and post-judgment interest as provided for by law or  
6 allowed in equity; and

7 J. Such other and further relief as is necessary and appropriate.

8 **DEMAND FOR JURY TRIAL**

9 Pursuant to Fed. R. Civ. Proc. 38(b), Plaintiffs demand a trial by jury on all issues  
10 so triable.

11 DATED: January 7, 2021

Respectfully submitted,

12  
13 **KNEUPPER & COVEY, PC**

14  
15 /s/Kevin M. Kneupper

16 Kevin M. Kneupper, Esq.

17 *Attorneys for Plaintiffs Janet Sihler*  
18 *and Charlene Bavencoff and the*  
19 *putative Class*  
20  
21  
22  
23  
24  
25  
26  
27  
28