

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

SAMUEL JAMES SMITH, also d/b/a Weblio,  
a/k/a Weblio Squeeze,

ROBERT WILLIAM SHAFER, also d/b/a Shafer  
MM&I, a/k/a MMI,

CHARLES JOSEPH GARIS, JR., individually  
and as an owner, officer, and/or manager of  
Business Revolution Group Inc., and also d/b/a  
Joe Gaines, and

BUSINESS REVOLUTION GROUP INC., a  
Pennsylvania Corporation, also d/b/a Joe Gaines,

Defendants.

**Filed Under Seal**

**Civil Action No.** \_\_\_\_\_

**COMPLAINT FOR PERMANENT  
INJUNCTION, MONETARY  
RELIEF, AND OTHER RELIEF**

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

1. The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, which authorize the FTC to seek, and the Court to order, temporary, preliminary, and permanent injunctive relief, monetary relief, and other relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, as amended. Defendants’ violations are in connection with the

unlawful marketing of a money-making scheme that has no fixed name, which Defendants have used to deceive consumers out of at least \$7 million.

### **SUMMARY OF CASE**

2. Defendants, acting in concert, operate a recruitment-based money-making scheme that preys on consumers hoping to earn income from home, including older individuals.

3. Defendants market their scheme as a lucrative business opportunity. They say it is a “done-for-you” business that is a generator of “passive income” for investing consumers. They use ever-shifting names to identify the scheme, but consistently tell consumers that they have discovered, and will share, “the absolute secret to generating massive income all from the comfort of home with absolutely no marketing or no technical experience.” Consumers will “discover,” Defendants say, “a very simple way for you to start earning checks sent right to your front door which range from a couple thousand dollars to over \$15,000.”

4. With these and many other promises of significant earnings, Defendants dupe consumers into buying so-called memberships in their business opportunity.

5. The memberships range in price from \$3,000 to \$21,000.

6. Along with their membership fees, consumers must also pay an administrative fee, which ranges in price from \$247 to \$847.

7. With membership, consumers purportedly gain two ways to earn money. First, they gain the right to receive commissions from the sale of memberships in the same money-making scheme that they have just paid Defendants thousands of dollars to join. Second, they obtain a license to resell e-learning materials on personal and business development (“Digital Products”) from the scheme’s so called “e-learning library.” Some or all of these Digital

Products come with the purchase of a membership, and Defendants characterize them as valuable and in demand.

8. To make it all more attractive, Defendants emphasize the purported “done-for-you” aspect of their money-making scheme. They tell consumers that little work is needed to earn thousands—even tens of thousands—in monthly commissions with their scheme. All consumers need do after buying a membership, Defendants say, is pay for periodic advertising of the scheme and watch the commission money roll in.

9. In short, Defendants tell consumers that they will sell memberships in their money-making scheme on members’ behalf. When a sale is closed, Defendants purportedly will pay a commission to the member whose advertising originated the sale. Defendants claim that they can link sales to originating advertising for the purpose of paying large and frequent commissions.

10. Defendants’ earnings claims are fantasy. They pay few consumers any commissions, let alone the thousands of dollars in monthly commissions they portray as typical in their marketing. Further, no viable market exists for their purportedly valuable Digital Products. The products are merely incidental to membership.

11. After realizing that Defendants have lied to them and taken their money based on false or unsubstantiated earnings claims, consumers ask Defendants for help, in some instances requesting refunds. Defendants generally refuse or ignore these consumer pleas, sometimes changing their contact information and disappearing.

12. Defendants have bilked millions of dollars from consumers, for which Defendants are jointly and severally liable.

13. No good or service of value undergirds Defendants' purported business. It is permeated by fraud and violates the FTC Act and the TSR.

**JURISDICTION AND VENUE**

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

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

**PLAINTIFF**

16. The FTC is an independent agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district court civil action by its own attorneys. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C. §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing acts or practices.

**DEFENDANTS**

17. Defendant Samuel James Smith, also d/b/a Weblio, is the sole proprietor of Weblio, a/k/a Weblio Squeeze, an unincorporated business. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

18. Defendant Smith resides in Ada County, Idaho, and in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

19. Defendant Smith has a history of directing or participating in money-making schemes, having marketed, sold, provided, or arranged for others to provide goods and services for such schemes. More than eight years ago, in July 2015, Defendant Smith collected administrative fees under his own name and under the name Weblio for an earlier iteration of the Defendants' current scheme.

20. Defendant Smith has controlled a merchant account under the name Weblio that he has used to accept credit or debit card payments for consumer purchases of Defendants' money-making scheme through telemarketing transactions. From December 2019 through November 2022, Defendant Smith had notice of at least 79 consumer chargebacks, totaling more than \$37,000, against that account based on claims of fraud and other deceptive business practices. He has also accepted checks and wire transfers for payment of administrative fees for Defendants' money-making scheme.

21. Defendant Robert William Shafer, also d/b/a Shafer MM&I, is the sole proprietor of Shafer MM&I, a/k/a MMI, an unincorporated business (hereinafter referred to as MMI). At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

22. Defendant Shafer resides in Monroe County, New York and in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

23. Defendant Shafer has a history of directing or participating in money-making schemes, having marketed, sold, provided, or arranged for others to provide goods and services for such schemes since at least 2015.

24. Defendant Shafer participated in a money-making scheme known as 8 Figure Dream Lifestyle (“8FDL”), which caused more than \$31 million in harm to consumers. *See FTC v. 8 Figure Dream Lifestyle LLC, et al.*, No. 19cv1165 (C.D. Cal.). He was not a defendant in the 8FDL action. The District Court for the Central District of California permanently enjoined the 8FDL scheme and its ringleaders in September 2020. *See id.*, ECF No. 114. Defendant Shafer took at least \$68,000 in membership fees from consumers as an 8FDL seller.

25. In addition to doing business as MMI, Defendant Shafer has used aliases in his dealings with consumers and vendors, including “Coach Bob,” “Bo Hall,” “Bo Small,” “Bo Rich,” and “Beau Rich.”

26. Defendant Charles Joseph Garis, Jr., also d/b/a Joe Gaines (“Garis”), is the owner and president of Business Revolution Group Inc., also d/b/a Joe Gaines (collectively, the “Garis Defendants”). At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Business Revolution Group, including the acts and practices set forth in this Complaint.

27. Defendant Garis resides in Montgomery County, Pennsylvania, in this District, and in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

28. Defendant Garis is a recidivist. He was a defendant in *United States v. JGRD, Inc.*, No. 12cv00945 (E.D. Pa.) (Goldberg, J.), a case in which the United States, on referral from the FTC, alleged that Garis and others violated several provisions of the TSR, including its prohibition against initiating unlawful prerecorded messages to induce the purchase of goods or services, commonly known as robocalls. Garis and his codefendants allegedly initiated robocalls to induce the purchase of auto warranties, carpet cleaning services, insurance for individuals, travel services, debt consolidation, and mortgage services. In February 2012, this Court enjoined Defendant Garis and his co-defendants from violating the TSR and imposed a \$1,000,000 suspended civil penalty against him and his co-defendants, jointly and severally. *See id.*, ECF No. 3.

29. Defendant Garis, like Defendant Shafer, also participated in the 8FDL money-making scheme, discussed in paragraph 24, *supra*. He was not a defendant in the 8FDL action. Defendant Garis took at least \$424,000 in membership fees from consumers as an 8FDL seller. While profiting from the 8FDL scheme, and in the wake of the injunction entered against him in *United States v. JGRD, Inc.*, Defendant Garis began using the alias “Joe Gaines” to shield himself from potential legal actions.

30. Defendant Business Revolution Group Inc., also d/b/a Joe Gaines, is a Pennsylvania corporation with its principal place of business in Montgomery County, Pennsylvania, in this District.

31. Defendant Business Revolution Group transacts or has transacted business in this District and throughout the United States at the direction of its owner and president, Defendant Garis.

32. Defendant Business Revolution Group first registered the fictitious name “Joe Gaines” with the Pennsylvania Department of State on August 14, 2015, and cancelled that registration on January 15, 2021. The company again registered “Joe Gaines” as a fictitious name with the Pennsylvania Department of State on April 22, 2022, and that registration is active as of the filing of this Complaint.

33. Defendant Business Revolution Group has maintained at least one bank account into which Defendant Garis has deposited membership fees paid in connection with sales of Defendants’ money-making scheme through telemarketing.

34. At all times relevant to this Complaint, acting alone or in concert with others, Defendant Business Revolution Group has advertised, marketed, distributed, or sold Defendants’ money-making scheme to consumers throughout the United States.

### **COMMERCE**

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



## DEFENDANTS' BUSINESS ACTIVITIES

### **A. Defendants Market and Sell Their Money-Making Scheme Under Many Names, including Blueprint to Wealth**

36. Defendants have described their recruitment-based money-making scheme as an automated business that provides a system or blueprint for success, income, or wealth.

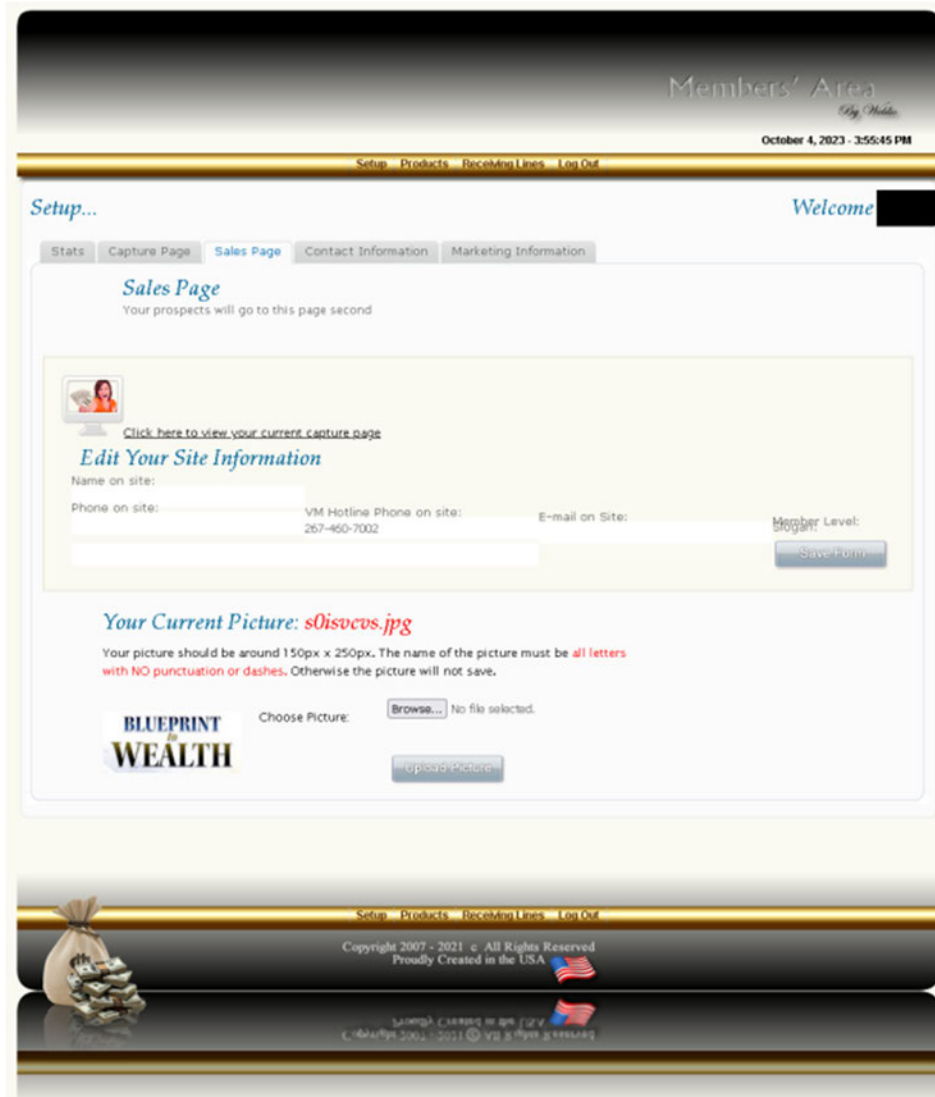
37. Defendants' scheme has no consistent name. Instead, Defendants have marketed and sold their scheme under various and frequently changing internet domain names and other marketing descriptors.

38. The scheme is associated with internet domain names that use phrases like "total income system," "easy income system," "retire wealth system," "income to retire system," "simple wealth system," "high profit check system," and "our prosper system."

39. This ambiguity in naming is a cornerstone of the scheme, facilitating Defendants' deceptive practices. It allows Defendants to use numerous internet domains and other marketing descriptors—and frequently change those they use—to evade consumer complaints or prevent complaints arising under any one descriptor from reaching a critical mass and attracting law enforcement attention.

40. Defendant Garis has told at least one consumer that Defendants' money-making scheme is called "Blueprint to Wealth."

41. As the following screen capture shows, Defendants use a small icon displaying the name "Blueprint to Wealth" on one page of their online headquarters website, found at [member.builders/office](#), which only members can access:



(redaction added).

42. For the purposes of this Complaint, the FTC will refer to Defendants' scheme as Blueprint to Wealth.

**B. Defendants Charge Consumers up to \$21,000 for Blueprint to Wealth Memberships**

43. Blueprint to Wealth has four membership levels: Gold Level for \$3,000; Platinum Level for \$7,000; Diamond Level for \$14,000; and Royal Level for \$21,000. Each level is

subject to an additional administrative fee, which is \$247 for Gold Level, \$447 for Platinum Level, \$647 for Diamond Level, and \$847 for Royal Level.

44. On top of administrative and membership fees, Defendants tell consumers that they will also need to purchase thousands of dollars in “marketing packages” to generate sales of Blueprint to Wealth memberships to others.

45. The marketing packages Blueprint to Wealth members have purchased have included robocalls and YouTube videos, among other forms of advertisements.

46. Defendants have controlled the marketing packages for Blueprint to Wealth and have created, published, or arranged for the creation and publication of the advertisements included within the marketing packages.

47. Defendants claim that the advertisements within the marketing packages will reach a targeted audience of business-minded consumers, drive those consumers to lead capture webpages and marketing websites that Defendants provide to members as part of their Blueprint to Wealth sales funnels, result in sales of Blueprint to Wealth memberships, and generate thousands of dollars in commissions for members.

48. Defendants tell consumers that with membership they will make a commission on each sale of a Blueprint to Wealth membership attributable to their marketing packages or advertising. The commission is generally 50% of a sale amount but is capped at 50% of the selling member’s, i.e., advertising member’s, investment level. (Gold Level members can earn no more than a \$1,500 commission on a sale, Platinum Level has a \$3,500 commission cap on a single sale, Diamond Level is capped at \$7,000, and Royal Level at \$10,500).

49. Defendants push consumers to purchase the highest membership level possible in order to receive higher commissions on each sale—even if it means taking out a loan, cashing in savings, accessing retirement funds, selling belongings, or going into debt with family and friends. Defendant Garis has told consumers not to worry about their initial, multi-thousand-dollar investments, since they will recoup their money quickly.

50. In addition to the right to receive commissions on sales, consumers purportedly receive the following when they buy a Blueprint to Wealth membership: (1) access to some or all the scheme’s Digital Products, depending on membership level; (2) a license to resell those Digital Products; and (3) marketing goods and services, including the creation and management of a sales funnel that consists, in part, of replicated versions of marketing materials, such as a lead capture webpage and a marketing website, that Defendants use in their own Blueprint to Wealth sales funnels.

51. Once consumers become Blueprint to Wealth members, few make money, let alone recover their investments or see the steady stream of income that Defendants’ marketing portrays as a corollary of membership.

**C. Defendants Use Sales Funnels that Rely on Telemarketing and Other Means**

52. Defendants have built and use sales funnels designed to entice and lead consumers to pay thousands of dollars for Blueprint to Wealth memberships.

53. These funnels are composed, broadly, of four stages: (I) first contact; (II) lead capture; (III) sales presentation; and (IV) closing.

54. At each stage of their sales funnels, Defendants repeat that Blueprint to Wealth will produce significant income for consumers with little effort.

55. In Stages I and II of the sales funnels—first contact and lead capture—Defendants make discrete earnings claims to consumers, enticing them to learn more about Blueprint to Wealth.

56. By Stage III of the funnels—the sales presentation—Defendants hit consumers with an avalanche of false or unsubstantiated earnings claims, including through a so-called “webinar,” an FAQ video, as many as 18 video testimonials from purportedly happy (and richer) consumers, images of purported commission checks worth up to \$21,000, and text ceaselessly touting the money-making promise of Blueprint to Wealth.

57. When consumers arrive at Stage IV of the sales funnels—closing—Defendants portray themselves as benevolent business guides working to answer outstanding consumer questions about a legitimate business opportunity.

58. Defendants call those who market and sell the Blueprint to Wealth money-making scheme via telemarketing and other means “Success Coaches.”

59. Blueprint to Wealth Success Coaches are purportedly topflight marketers and earners in the scheme.

60. In addition to selling Blueprint to Wealth, Success Coaches provide, offer to provide, or arrange for others to provide goods and services that consumers receive when they buy memberships in the scheme, including lead capture webpages, marketing websites, the scheme’s Digital Products, and sales and commission tracking services.

61. Defendant Garis, acting as the owner, president, and manager of Defendant Business Revolution Group, is one of Blueprint to Wealth’s Success Coaches.

62. While acting as a Success Coach, Defendant Garis has identified himself to consumers as “Joe Gaines,” a fictitious name registered with the Pennsylvania Department of State to Defendant Business Revolution Group.

63. Defendant Garis has also called himself “Coach Joe” in his dealings with consumers.

64. Defendant Shafer is also a Blueprint to Wealth Success Coach.

65. Defendant Shafer controls some goods and services that are used to market the scheme. These goods and services include marketing materials and marketing content.

66. Defendant Shafer has narrated and appeared in videos used to market Blueprint to Wealth.

67. At times, Defendant Shafer has relied on others, known as “Level II Success Coaches,” to market and sell Blueprint to Wealth for him.

68. Defendant Smith operates behind the scenes of the Blueprint to Wealth scheme, relying on the Garis Defendants, Defendant Shafer, and others to be the scheme’s marketing fronts. He controls many of the goods and services used to market Blueprint to Wealth, and he also controls or provides goods and services that consumers receive when they buy a Blueprint to Wealth membership, including the scheme’s Digital Products and lead capture webpages and marketing websites that form part of members’ sales funnels.

69. Defendants rely on inbound and outbound telemarketing, YouTube ads, internet advertisements, websites, and other means to market and sell Blueprint to Wealth through the dissemination of false or unsubstantiated earnings claims.

70. The Garis Defendants and Defendant Shafer have initiated countless outbound telephone calls delivering prerecorded messages designed to persuade consumers to purchase a Blueprint to Wealth membership, sometimes calling the same consumer repeatedly, even during a single day.

71. These outbound telephone calls delivering prerecorded messages, commonly known as robocalls, have included ringless voicemails. A ringless voicemail is a prerecorded message left on voicemail that is delivered to consumers by calling their phone numbers in a way that typically does not cause their phones to ring and does not give consumers the opportunity to answer or block the incoming message.

72. Since January 2020, consumers have filed more than 230 complaints with the FTC regarding robocalls, including ringless voicemails, associated with Defendants' Blueprint to Wealth scheme and some of its domain names, including cashflowmethod.site, cashflowsystem.site, easyincomesystem.site, instantincomesource.com, profitnowsystem.com, topincomemethod.com, topincomesource.com, totalincomesource.com, yourwealthvideo.com, 7Kmaker.com, ourprospersystem.com, and totalincomesystem.com. Each of these domain names is registered either to Joe Gaines, the fictitious name used by the Garis Defendants, or to Beau Rich, an alias used by Defendant Shafer, and each is linked to email addresses and other identifiers used by either the Garis Defendants or Defendant Shafer.

73. Defendants' textual marketing materials, such as their lead capture webpages and marketing websites, are directed to telemarketing, including prompts to call Defendants' "Success Coach Hotline" or "24/7 Success Coach Hotline." See ¶¶ 82 (including screen capture), 90-93, 105, 109, and 127 (screen capture), *infra*.

74. Defendants close many membership sales over the phone and use phone calls to direct consumers to Zoom, Skype, and other platforms where some sales are closed.

75. From Stage I of their sales funnels, initial contact with consumers, to Stage IV, closing sales pitches, Defendants widely disseminate false and unsubstantiated claims that consumers will make thousands of dollars a month as Blueprint to Wealth members.

### **1. The Garis Defendants' Sales Funnel**

76. In Stage I of their sales funnel—first contact—the Garis Defendants have used robocalls, among other mediums, to reach out to consumers and generate leads for Blueprint to Wealth sales.

77. Consumers typically have not agreed to receive these robocalls, including many that deliver ringless voicemails.

78. In his sales pitches to consumers, Defendant Garis has highlighted ringless voicemails as a primary method for targeting potential new Blueprint to Wealth members, explaining that all or a portion of a given marketing package can fund these robocalls.

79. An example of an unsolicited robocall that the Garis Defendants sent to consumers as recently as August 8, 2023, states:

Hey there. I'm reaching out because I know you're a business opportunity minded person. So, I wanted to share with you a program where we do all of the advertising, follow up, and sales calls for you, and then we split each sale with you 50/50. The average sale will earn you \$3,500, so it's important that you can earn a full-time income with just a couple of sales a month. So, it's a very realistic opportunity. Just to give you an idea of what you can do here, I actually earn over \$50,000 each month. And on my website, I'm going to show you my recent income proof. So, to check this out, you can go to total income system dot com. Once again, that's total income system dot com. Thanks, and I hope to connect with you soon.



80. Since at least March 2020, the internet domain name totalincomesystem.com has been registered to Joe Gaines, a fictitious name the Garis Defendants use in marketing and selling Blueprint to Wealth.

81. Consumers who visit totalincomesystem.com, or one of the other Blueprint to Wealth webpages that the Garis Defendants promote through robocalls, YouTube ads, or other means, enter Stage II of the Garis Defendants' sales funnel—lead capture.

82. When consumers visit totalincomesystem.com, they are met with a second round of earnings claims and asked to input their names, email addresses, and phone numbers. The screen capture below is of the totalincomesystem.com lead capture webpage. Among other things, it tells “Smart Thinkers” and others that they can learn how to “**Start Earning \$3,500 Weekly Within Just 3-10 Days From Now!**” (emphasis in original):

[This space left intentionally blank]

**Attention: Entrepreneurs,**  
**Business Owners, Investors &**  
**Smart Thinkers... Let Me Show**  
**You How I am**  
**Generating \$50,000+ Per Month**

**HINT:** This is **NOT** MLM or Network Marketing...

You Will **NOT** Need To Do Any Selling or Cold Calling As You Let A Truly **Automated & Outsourced** Income Generation System Generate Profits For You.

**Learn How You Can Start**  
**Earning \$3,500 Weekly Within**  
**Just 3-10 Days From Now!**

**Enter Your Details Below To Get Instant Access.**

Enter Name Here

Enter Email Here

Enter Phone Here

**Submit & Gain Instant Access!**

83. After submitting their contact information on the totalincomesystem.com lead capture webpage—Stage II of the Garis Defendants’ sales funnel—consumers have been redirected to a website located at teammember.site/index.php?id=**coachjoeg**& p=info (“teammember.site”). This website address includes reference to “coachjoeg,” as bolded in the preceding sentence, reflecting the fictitious name and alias (Joe Gaines and Coach Joe) that the Garis Defendants use in their interactions with consumers.

84. Since at least July 2020, the internet domain name teammember.site has been registered to “Joe Gaines” and linked to an email address used by the Garis Defendants.

85. With their redirection to the teammember.site website, consumers enter Stage III of the Garis Defendants' sales funnel—the sales presentation.

86. Teammember.site is rife with earnings claims, including:

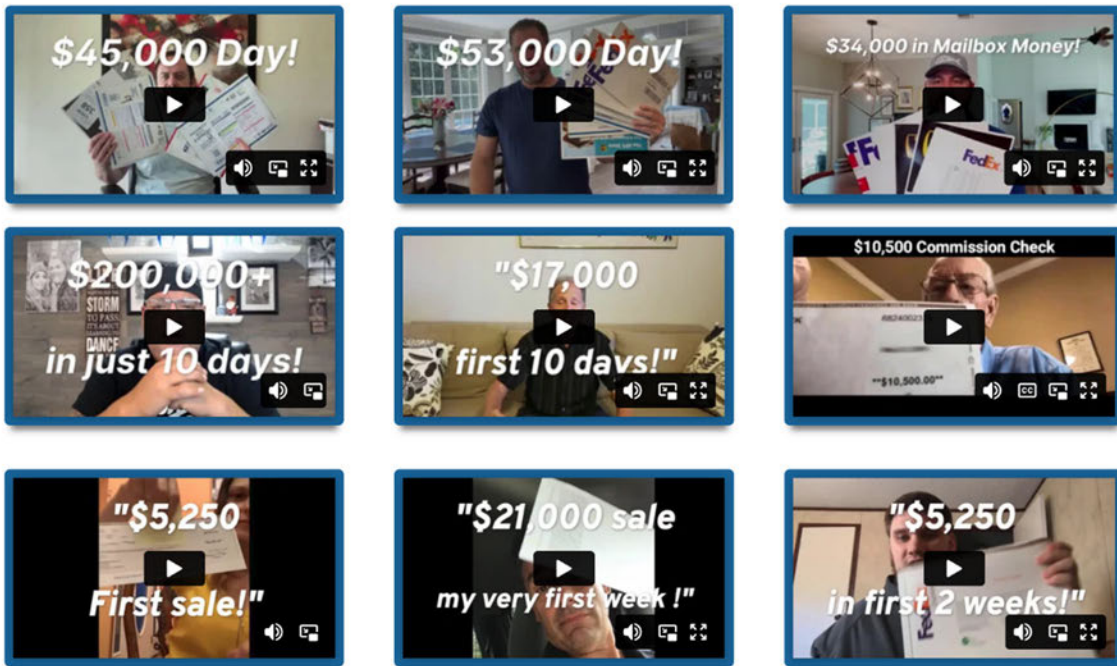
- a) images of purported commission checks to Blueprint to Wealth members in amounts between \$7,000 and \$21,000 (redactions in original);

## Here are some recent commission checks we sent out to members...



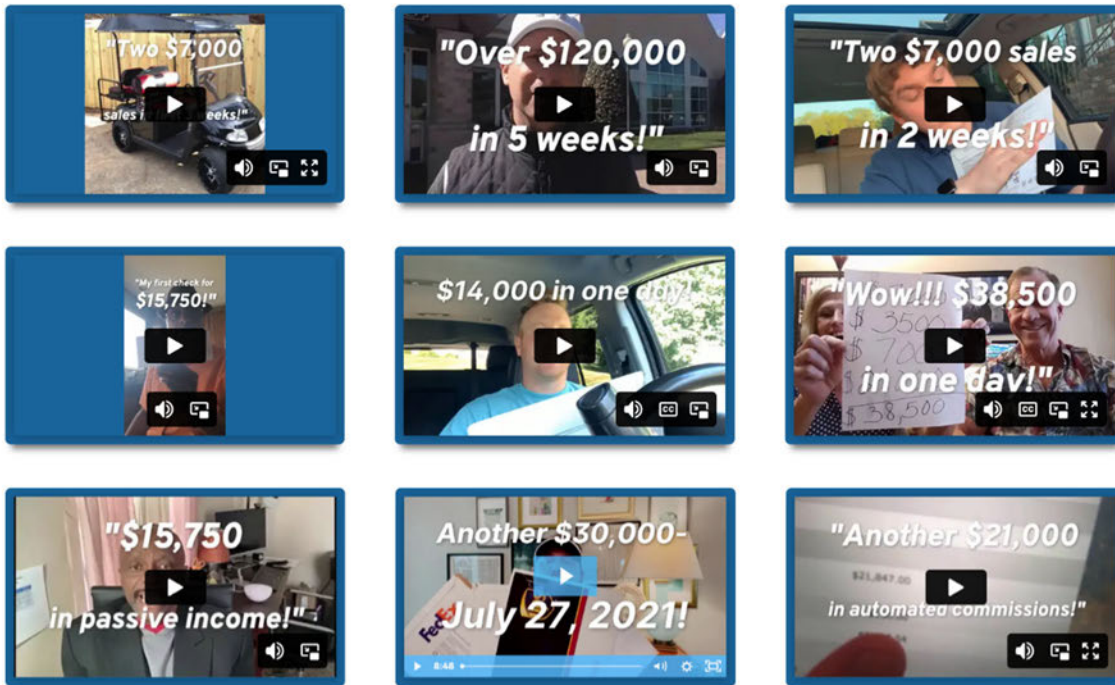
b) testimonial videos purporting to show Blueprint to Wealth members opening envelopes containing commission checks and claiming, among other things, to have made “\$17,000 in the first 10 days,” “First \$10,500 in 5 days,” and “\$200,000 in just 10 days!”; and

## Here's What People Are Saying...



c) text instructing visitors to “Look below” if they are “still skeptical” and leading them to more testimonial videos where purported Blueprint to Wealth “members” make the following earnings claims, among others: “My first check for \$15,750!”, “\$14,000 in one day!”, “Wow!! \$38,500 in one day!”, “15,750 in passive income!”, and “Another \$21,000 in automated commissions!”

### Still Skeptical? Look below...



87. The website teammember.site includes several other videos, and they too tout the money-making potential of Blueprint to Wealth.

88. An introductory video on teammember.site ends with an invitation to “rock and roll and make a bunch of money together” and includes the following text superimposed over an image of stacks of hundred dollar bills:



89. A “webinar” video on teammember.site tells consumers to prepare to “make more money every month than most people make in an entire year,” using the purported “push button system that put[s] thousands of dollars directly into your pocket on a weekly basis” with “as minimal effort as possible.” New Blueprint to Wealth members, the webinar states, will be “partners” in filling the “huge demand” and “gigantic market” for Blueprint to Wealth’s Digital Products and will reap 50-75% of each sale made on their behalf without lifting a finger, if only they call the Success Coach Hotline to get started.

90. Getting consumers to call the Success Coach Hotline is the objective of all the text and videos on teammember.site.

91. Stage IV of the Garis Defendants' sales funnel—closing—begins when consumers call the Success Coach Hotline.

92. Consumers who call the Hotline number posted on [teammember.site](http://teammember.site), hear a prerecorded message from “Coach Joe,” who says that he’s “looking forward to helping you earn your first \$25,000 online.”

93. During subsequent live telephone calls with consumers, Defendant Garis, calling himself “Joe Gaines” or “Coach Joe,” continues to use earnings claims while trying to close Blueprint to Wealth sales. For example, Defendant Garis has claimed during live telephone calls that:

- a) He’s making lots of money and Blueprint to Wealth members can expect to make their investment back within two or three months.
- b) Blueprint to Wealth closes one out of every three sales on behalf of its members;
- c) Blueprint to Wealth members can expect sales to start coming in about a week after marketing begins, with an “average ticket” of \$10,000 and the majority of the sales at the \$7,000 level; and
- d) Blueprint to Wealth members can make thousands of dollars per month without a significant time commitment and create “financial freedom” for themselves.

94. The earnings claims in these telephone calls and other communications from Defendant Garis are false or unsubstantiated. When an aggrieved consumer asked Defendant Garis for “an analysis of all of your salespeople. Who is getting all the sales activity? Which

level is getting all the sales action? Can you tell me that information?”, Defendant Garis replied, “We don’t have that kind of info available.”

95. Despite not having basic sales data, Defendant Garis tells consumers to spend more money on advertising if they have not seen the promised sales activity.

96. Consumers who decide to invest in Blueprint to Wealth after dealing with Defendant Garis, pay their membership fees to “Joe Gaines,” a fictitious name registered to Defendant Business Revolution Group.

## **2. Defendant Shafer’s Sales Funnel**

97. Defendant Shafer’s sales funnel, like that of the Garis Defendants and other Blueprint to Wealth Success Coaches, is composed of four stages: (I) first contact; (II) lead capture; (III) sales presentation; and (IV) closing.

98. For Stage I of his sales funnel—first contact—Defendant Shafer uses robocalls to generate leads for Blueprint to Wealth sales.

99. One August 2020 robocall associated with Defendant Shafer told consumers they could make \$10,000 or more every 10-14 days. That robocall directed consumers to 7KMaker.com, an internet domain name registered from April 1, 2020, through April 1, 2021, to Beau Rich, an alias used by Defendant Shafer.

100. In a January 2021 robocall, Defendant Shafer said:

Hey this is Bob, and you’re receiving this message because yesterday I left you a voicemail, and I wanted to see if you checked out the info I left you there. It was about you being able to really and truly bring in seven to \$14,000 every two weeks with our exclusive 100% automated business. Now listen, I know there’s a lot of B.S. out there, but I can tell you this: this isn’t one of them. So, press three on your phone right now to hear a straight to the point recorded message that will give you further details. Again, press three right now to get the details on our highly leveraged, high-income business or



you can press nine to be removed. So, press three now to get all the details, and I look forward to connecting with you very soon.

101. In addition to robocalls, Defendant Shafer regularly relies on Blueprint to Wealth's YouTube videos to reach consumers.

102. During 2022 and 2023, Blueprint to Wealth has used a YouTube video titled "Cash Flow 101," or alternatively "CF 101 Oversaturated," to generate leads for its Success Coaches. The narrator of the video opens ten packages, each containing cash. The viewer sees only the narrator's hands and the packages he opens. After opening the packages, the narrator claims to have made \$21,000 in one month, his first in Blueprint to Wealth, without having to close any sales. It was all done for him, he says. He just plugged into the so-called system.

103. The Cash Flow 101 video encourages consumers to learn more about Blueprint to Wealth by clicking on a link embedded in the video. In some instances, that link directs consumers to [highprofitchecksystem.com](http://highprofitchecksystem.com), an internet domain name that has been registered to Defendant Shafer under the alias Beau Rich since at least February 2022.

104. Stage II of Defendant Shafer's sales funnel—lead capture—begins when consumers follow prompts either in Defendant Shafer's robocalls or in Blueprint to Wealth's YouTube videos, such as Cash Flow 101, to learn more about Blueprint to Wealth by visiting lead capture webpages controlled by Defendant Shafer, like [highprofitchecksystem.com](http://highprofitchecksystem.com).

105. [Highprofitchecksystem.com](http://highprofitchecksystem.com), a screen capture of which is found at paragraph 127, *infra*, opens with the following text: "Never Been Done Before!" "Discover How Regular People are Using our Breakthrough System to Easily Make \$1,000 - \$10,000 Per Week Without Internet Marketing Or Even Speaking to Anyone." Below this text are fields for consumers to enter their names, email addresses, and cell phone numbers.

106. Consumers who enter their contact information in the [highprofitchecksystem.com](http://highprofitchecksystem.com) lead capture webpage are immediately redirected to a Blueprint to Wealth marketing website, [simpleprofitpro.com](http://simpleprofitpro.com).

107. Stage III of Defendant Shafer's sales funnel—sales presentation—begins when consumers are redirected to [simpleprofitpro.com](http://simpleprofitpro.com) or another marketing website associated with Defendant Shafer.

108. The [simpleprofitpro.com](http://simpleprofitpro.com) website contains all the elements common to marketing for the Blueprint to Wealth scheme: claims of easy money, a webinar video, and FAQ video, testimonials from purportedly happy members making thousands of dollars, images of purported commission checks, and prompts to call the Success Coach Hotline.

109. Stage IV of Defendant Shafer's sales funnel—closing—begins when consumers call the Hotline number posted on [simpleprofitpro.com](http://simpleprofitpro.com) or another marketing website associated with Defendant Shafer. In some instances, consumers end up speaking with a Level II Success Coach working on behalf of Defendant Shafer. Consumers who ultimately decide to invest in Blueprint to Wealth from Defendant Shafer's sales funnel pay their membership fees to "MMI," an alias under which Defendant Shafer does business.

#### **D. Defendant Smith Fulfills the Sales of Blueprint to Wealth's Success Coaches**

110. After Defendants Garis and Shafer, or other Success Coaches or Level II Success Coaches, close membership sales, Defendant Smith receives the administrative fees that consumers pay along with their Blueprint to Wealth membership fees. He then gives the consumers, now new Blueprint to Wealth members, access to the scheme's online "Members' Area."

111. Defendant Smith controls or has the authority to control the Members' Area, which is the online headquarters for the Blueprint to Wealth money-making scheme. It is located at the internet address member.builders/office ("Members' Area Website"). That internet domain name has been registered to Defendant Smith since at least September 2018.

112. Through the Members' Area Website, new members gain access to goods and services that Defendant Smith provides in conjunction with membership in Blueprint to Wealth.

113. Membership in Blueprint to Wealth includes access to some or all of Blueprint to Wealth's Digital Products, depending on a new member's membership level, and a reseller license that permits members to resell those Digital Products. New members can access Blueprint to Wealth's Digital Products and the reseller license agreement that permits resale of those products on the Members' Area Website.

114. Defendants characterize Blueprint to Wealth's Digital Products, which are e-learning materials on business and personal development, as "high-value," "high-demand," and "high-profit" products that consumers can resell to make money.

115. The Digital Products are nothing but window dressing for the scheme and, at best, incidental to membership. No viable market, let alone a lucrative one, exists for the products.

116. Membership in Blueprint to Wealth includes the creation and management of a sales funnel, similar in content and exactly the same in structure to those used by the scheme's Success Coaches. Thus, a new member's sales funnel consists of four stages: (I) first contact, (II) lead capture, (III) sales presentation, and (IV) closing.

117. Blueprint to Wealth's Success Coaches, such as Defendant Garis and Defendant Shafer, provide or manage Stages I and IV of a new member's sales funnel. Stage I—first

contact—typically includes the robocalls or YouTube advertisements that new members obtain when they buy marketing packages, as discussed in paragraphs 44-48, *supra*. Stage IV—closing—includes the sales closing services that Defendants promise in conjunction with membership.

118. Defendant Smith provides Stages II and III of a new member’s sales funnel.

119. For Stage II—lead capture—Defendant Smith provides a “replicated squeeze page,” also known as a lead capture webpage, to new members. The replicated squeeze page is available to new Blueprint to Wealth members on the Members’ Area Website.

120. The replicated squeeze page typically available to new members begins with this earnings claim: “Top Secret Money System Allows Ordinary Folks To Make \$1500 to \$10,000+ Per Week.” No “Internet Marketing or Speaking To Anyone” is required, it continues. Its final sentence reads: “Millions of dollars have been paid to members who have watched our FREE webinar!” The following screen capture from the Members’ Area Website shows this replicated squeeze page:



121. For Stage III of a new member’s sales funnel—sales presentation—Defendant Smith provides a “replicated marketing site,” which is available on the Members’ Area Website.

122. The replicated marketing site, like the replicated squeeze page, relies on false or unsubstantiated earnings claims to pitch the Blueprint to Wealth scheme. It describes Blueprint to Wealth as “The Simplest, Most Powerful and **Most Profitable**, Done-For-You, **Passive Business**, On The Planet Today.” (emphases in original). Among other elements, it contains purported testimonial videos of Blueprint to Wealth members claiming earnings of “\$38,500 in one day!,” a “\$53,000 day,” “over \$120,000 in 5 weeks!,” and “\$200,000+ in just 10 days!”

123. In addition to the Digital Products, replicated squeeze page, and replicated marketing site, Defendant Smith also provides new Blueprint to Wealth members with:

- a) a sales tracking system that new members can purportedly use to track their many sales of Blueprint to Wealth; and
- b) the “Simple Wealth System Marketing Blueprint,” a 14-page guide to marketing which describes the use of telemarketing to sell Blueprint to Wealth memberships and states that “we are here to help you start generating at least \$1,000 every day with this system” and assures new members that “[t]he sooner you start advertising, the sooner you can start taking calls and turn them into enrollments!”

124. Defendant Smith makes both Blueprint to Wealth’s sales tracking system and its Simple Wealth System Marketing Blueprint available to new members on the Members’ Area Website that he controls or has the authority to control.

#### **E. Defendants Use Inconspicuous and Ineffectual Earnings Disclaimers**

125. Defendants make inconsistent and ineffective attempts to disclaim the incredible financial results that their marketing materials portray as typical.

126. In some instances, Defendants make no purported earnings disclaimers on the lead capture webpages to which their robocalls and YouTube ads direct consumers, such as [totalincomesystem.com](http://totalincomesystem.com), which is used by the Garis Defendants.

127. In other instances, Defendants use ambiguous and inconspicuous text to try to disclaim their conspicuous earnings claims. For example, the [highprofitcheckssystem.com](http://highprofitcheckssystem.com) lead capture webpage, which is used by Defendant Shafer, opens with a highlighted box containing this text: “Discover How Regular People are Using our Breakthrough System to Easily Make \$1,000 - \$10,000 Per Week Without Internet Marketing Or Even Speaking to Anyone.” The following screen capture shows what consumers have seen when landing on [highprofitcheckssystem.com](http://highprofitcheckssystem.com):

[This space left intentionally blank]

## Never Been Done Before!

**Discover How Regular People are Using  
Our Breakthrough System to Easily  
Make \$1,000 - \$10,000 Per Week**  
Without Internet Marketing Or Even Speaking To Anyone

### Where Can I Send the Info?

Enter your first name, email, & cell phone # to get details instantly..

Your First Name Here...	
Your Best Email Address Here...	
Your Cell # Here (receive instantly by text)	

[CLICK HERE NOW FOR FREE ACCESS](#)

 Your information is 100% Secure and Will Never Be Shared With Anyone.

Any sales figures referenced are my personal sales figures, or those of our most exceptional clients. Please understand my results are not typical, I'm not implying you'll duplicate them (or do anything for that matter). I have the benefit of practicing online marketing for 7+ years, and have an established following as a result. The average person who buys any online marketing information gets little to no results. I'm using these references for example purposes only. Your results will vary and depend on many factors ... including but not limited to your background, experience, and work ethic. All business entails risk as well as massive and consistent effort and action. If you're not willing to accept that, please DO NOT attempt to work with us.

128. As shown in the above screen capture, a purported disclaimer in faint gray text appears below where consumers enter their contact information and find the “CLICK HERE NOW FOR FREE ACCESS” button. The purported disclaimer acknowledges that Defendants’ “Breakthrough System” does not allow people to “Easily Make \$1,000 - \$10,000 Per Week.” It states, in part:

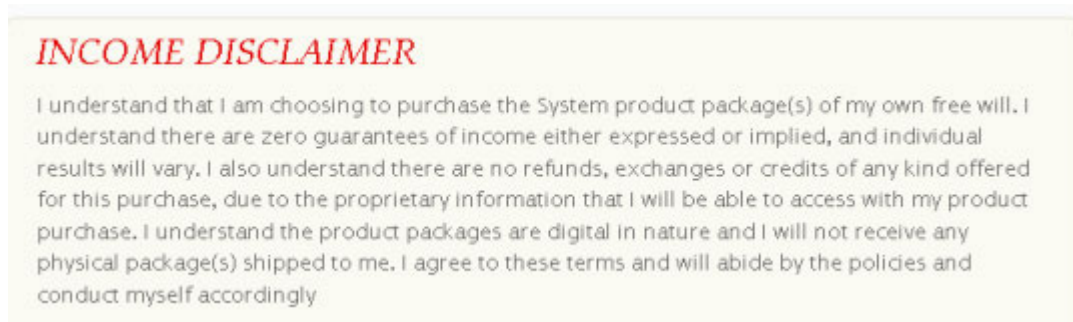
Any sales figure references are my personal sales figures, or those of our most exceptional clients. Please understand my results are not typical. I’m not implying you’ll

duplicate them (or do anything for that matter) . . . . The average person who buys any online marketing information gets little to no results. I'm using these references for example purposes only.

129. A small hyperlink labeled "Earnings Disclosure" is included at the very bottom of teammember.site, the marketing website used by the Garis Defendants. The hyperlink does not open and therefore does not provide any disclosures or disclaimers.

130. The simpleprofitpro.com website, used by Defendant Shafer as a marketing website, includes no purported earnings disclaimers.

131. As shown in the following screen capture, the member.builders website, which is the online headquarters for Blueprint to Wealth controlled by Defendant Smith, contains a purported income disclaimer that reads, in part, "I understand there are zero guarantees of income either expressed or implied, and individual results will vary."



132. This purported disclaimer appears behind a "Membership" link on the log-in page at member.builders.

133. Defendants do not direct consumers buying Blueprint to Wealth memberships to the purported income disclaimer on member.builders, and consumers do not typically have access to the member.builders website until after Defendants have told them repeatedly and at



each stage of their sales funnels that Blueprint to Wealth produces thousands of dollars in monthly income with minimal effort.

134. Some consumers who buy Blueprint to Wealth memberships are required to sign a document titled “Purchase Order Agreement,” which includes the following disclaimer:

By signing this Purchase Agreement I understand that I am choosing to purchase a product package(s) of my own free will. I understand that individual results will vary. I also understand there are no refunds, exchanges or credits of any kind offered for this purchase, due to the proprietary information that I will be able to access with my product purchase. I understand that the E-learning product packages are digital in nature and I will not receive any physical package(s) shipped to me for the E-learning products. I agree to these terms and will abide by the program policies and conduct myself accordingly.

135. Consumers who receive this disclaimer receive it after Defendants have subjected them to an endless stream of false or unsubstantiated marketing about the money Blueprint to Wealth produces for its members.

136. Each of Defendants’ purported disclaimers establishes that Defendants have no reasonable basis for their ubiquitous earnings claims.

**F. Defendants’ Marketing Leads Older Consumers to Spend Thousands on Memberships for the Blueprint to Wealth Scheme**

137. Defendants have marketed Blueprint to Wealth broadly, but their marketing has emphasized Blueprint to Wealth’s purported value to those looking to make money for retirement or earn money in retirement.

138. Blueprint to Wealth has been marketed under the names “Retire Wealth Source,” “Retire Wealth Network,” “Income to Retire System,” and “Retire Wealth System,” among others.

139. On one telephone sales call, Defendant Garis urged a septuagenarian consumer to purchase at the highest Blueprint to Wealth membership level so that she could “get out of debt quicker” and begin making a profit. Defendant Garis made this recommendation while knowing that the consumer was a retiree in need of extra money.

**G. Defendants Act in Concert to Market and Sell the Blueprint to Wealth Scheme**

140. Since at least 2018, Defendants have acted in concert to market and sell Blueprint to Wealth as a purported “automated business” that provides a system for success, income, or wealth to consumers throughout the United States and abroad.

141. Each of the Defendants benefits from their concerted action and the harm it causes consumers.

\* \* \* \* \*

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

- a) Defendants have engaged in concert in their unlawful acts and practices consistently since at least 2018;
- b) Individual defendants have engaged in their unlawful acts and practices, which are harmful to consumers;
- c) Individual defendants have continued to engage in their unlawful acts and practices despite knowledge of complaints from consumers or receiving notice of credit card, debit card, or bank account chargebacks indicating fraud or other deceptive business practices in connection with the sale of Blueprint to Wealth;

d) Defendants' unlawful acts and practices have been similar to those that were the subject of prior law enforcement actions in which one or more of the Defendants was either a party or had knowledge thereof, yet Defendants have continued to engage in such unlawful conduct;

e) Defendants have taken active steps to conceal their identities from the public and law enforcement; and

f) Defendants remain active in the telemarketing business and maintain the means, ability, and incentive to continue with their unlawful conduct.

### **VIOLATIONS OF THE FTC ACT**

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

144. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### **Count I**

#### **Misrepresentations Regarding Earnings**

(All Defendants)

145. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of their memberships, Digital Products, and marketing packages, Defendants represent, directly or indirectly, expressly or by implication, that purchasers of their memberships, Digital Products, and marketing packages will earn or are likely to earn substantial income.

146. Defendants' representations as set forth in paragraph 145 are false, misleading, or were not substantiated at the time the representations were made.

147. Therefore, the making of the representations as set forth in paragraph 145 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

## **Count II**

### **Means and Instrumentalities**

(All Defendants)

148. By furnishing Blueprint to Wealth's Success Coaches and members with marketing materials to be used in recruiting new members that contain false, misleading, or unsubstantiated claims that purchasers of Blueprint to Wealth memberships, Digital Products, and marketing packages will earn or are likely to earn substantial income, Defendants have provided the means and instrumentalities for the commission of deceptive acts or practices.

149. Therefore, Defendants' practices, as set forth in paragraph 148, constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### **VIOLATIONS OF THE TELEMARKETING SALES RULE**

150. In 1994, Congress directed the FTC to prescribe rules prohibiting abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101–6108. The FTC adopted the original TSR in 1995, extensively amended it in 2003, and amended certain sections thereafter. 16 C.F.R. Part 310.

151. Under the TSR, "telemarketing" means, with exceptions, a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable

contribution, by use of one or more telephones and which involves more than one interstate telephone call. *Id.* at § 310.2(gg).

152. Under the TSR, a “telemarketer” is any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer or donor. *Id.* at § 310.2(ff).

153. Under the TSR, a “seller” is any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration. *Id.* at § 310.2(dd).

154. Defendants Garis, also d/b/a Joe Gaines, and Business Revolution Group, also d/b/a Joe Gaines, are both “sellers” and “telemarketers” engaged in “telemarketing” as those terms are defined by the TSR. *Id.* at § 310.2(dd), (ff), and (gg).

155. Defendant Shafer, also d/b/a MM&I, a/k/a MMI is a “seller” and “telemarketer” engaged in “telemarketing” as those terms are defined by the TSR. *Id.*

156. Defendant Smith, also d/b/a Weblio, is a “seller” engaged in “telemarketing” as those terms are defined by the TSR. *Id.* at § 310.2(dd) and (gg).

157. The TSR prohibits sellers and telemarketers from “[m]aking a false or misleading statement to induce any person to pay for goods or services or to induce a charitable contribution.” *Id.* at § 310.3(a)(4).

158. Under the TSR, an “investment opportunity” means anything, tangible or intangible, that is offered, offered for sale, sold, or traded based wholly or in part on representations, either express or implied, about past, present, or future income, profit, or appreciation. *Id.* § 310.2(s). Inbound telephone calls initiated by consumers in response to

advertisements relating to investment opportunities fall within the scope of the TSR. *Id.* at § 310.6(b)(5)(i).

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

160. Under the TSR, an “outbound telephone call” means a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable contribution. *Id.* at § 310.2(x).

161. As amended, effective September 1, 2009, it is an abusive telemarketing act or practice and a violation of the TSR for a telemarketer to, or for a seller to cause a telemarketer to, initiate an outbound telephone call that delivers a prerecorded message to induce the purchase of any good or service unless the seller has obtained from the recipient of the call an express agreement, in writing, that evidences the willingness of the recipient of the call to receive calls that deliver prerecorded messages by or on behalf of a specific seller. The express agreement must include the recipient’s telephone number and signature, must be obtained after a clear and conspicuous disclosure that the purpose of the agreement is to authorize the seller to place prerecorded calls to such person, and must be obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service. *Id.* at § 310.4(b)(1)(v). Calls delivering prerecorded messages are commonly called “robocalls.”

162. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR constitutes an

unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

### **Count III**

#### **False or Misleading Statements to Induce Persons to Pay for Goods or Services**

(All Defendants)

163. In numerous instances, in connection with telemarketing, Defendants make or have made false or misleading statements regarding past, present, or future sales or earnings to induce persons to pay for their memberships, Digital Products, and marketing packages.

164. Therefore, Defendants' acts or practices as set forth in paragraph 163 violate 16 C.F.R. § 310.3(a)(4).

### **Count IV**

#### **Misrepresentations Regarding Material Aspects of an Investment Opportunity**

(All Defendants)

165. In numerous instances, in connection with telemarketing, Defendants misrepresent or have misrepresented, directly or by implication, material aspects of an investment opportunity, including risk, liquidity, earnings potential, or profitability of their memberships, Digital Products, and marketing packages.

166. Therefore, Defendants' acts or practices as set forth in paragraph 165 violate 16 C.F.R. § 310.3(a)(2)(vi).

**Count V**

**Unlawful Prerecorded Messages**

(Garis Defendants and Defendant Shafer)

167. In numerous instances, in connection with telemarketing, the Garis Defendants and Defendant Shafer engage in or have engaged in initiating or causing the initiation of outbound telephone calls that deliver prerecorded messages to induce the sale of their memberships, Digital Products, and marketing packages.

168. Therefore, the Garis Defendants' acts or practices and Defendant Shafer's acts or practices as set forth in paragraph 167 violate 16 C.F.R. § 310.4(b)(1)(v).

**CONSUMER INJURY**

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

**PRAYER FOR RELIEF**

Wherefore, Plaintiff requests that the Court:

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

B. Grant preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including temporary and preliminary injunctions, and an order freezing assets;

C. Award monetary and other relief within the Court's power to grant; and



D. Award any additional relief as the Court determines to be just and proper.

Respectfully submitted,

Dated: December 7, 2023

/s/ P. Connell McNulty

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