

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Andrew N. Ferguson, Chairman**
 Mark R. Meador

In the Matter of

**PUBLISHING.COM, LLC, a limited liability
company, f/k/a PublishingLife.com, LLC,**

**CHRISTIAN MIKKELSEN, individually and as
an officer of PUBLISHING.COM, LLC, and**

**RASMUS MIKKELSEN, individually and as an
officer of PUBLISHING.COM, LLC**

DOCKET NO.

COMPLAINT

The Federal Trade Commission, having reason to believe that Publishing.com, LLC, a limited liability company, Christian Mikkelsen, individually and as an officer of Publishing.com, LLC, and Rasmus Mikkelsen, individually and as an officer of Publishing.com, LLC (collectively, “Respondents”), have violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Publishing.com, LLC (“Publishing.com”), formerly doing business as PublishingLife.com, LLC, is a Wyoming limited liability company with its principal office or place of business at 5900 Balcones Drive, Suite 10763, Austin, TX 78731. Respondents have advertised, marketed, offered for sale, and sold Publishing.com’s online self-publishing programs and services.
2. Respondent Christian Mikkelsen is a co-founder and the Chief Executive Officer of Publishing.com. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had authority to control, or participated in the acts or practices of Publishing.com, including the acts and practices set forth in this Complaint. Among other responsibilities, Christian Mikkelsen has advertised and marketed Publishing.com’s programs and services, primarily through its website and social media platforms. His principal office or place of business is 5900 Balcones Drive, Suite 10763, Austin, TX 78731.

3. Respondent Rasmus Mikkelsen is a co-founder and the Chief Product Officer of Publishing.com. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had authority to control, or participated in the acts or practices of Publishing.com, including the acts and practices set forth in this Complaint. Among other responsibilities, Rasmus Mikkelsen has advertised and marketed Publishing.com’s programs and services, primarily through its website and social media platforms. His principal office or place of business is 5900 Balcones Drive, Suite 10763, Austin, TX 78731.

4. The acts and practices of Respondents alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.

Summary of the Case

5. Since 2018, Publishing.com has offered programs and services that purport to provide sufficient education, mentorship, tools, and technology to allow consumers to earn a substantial income by publishing electronic books (“ebooks”) and audiobooks online. Respondents have sold their programs and services to thousands of consumers.

6. Respondents have claimed that consumers who purchase Publishing.com’s programs can earn substantial passive income by utilizing Respondents’ methods and Publishing.com’s artificial intelligence (“AI”) software to write popular online books. Respondents have claimed that, with little or no startup cost, purchasers can earn substantial royalties by selling their ebooks and audiobooks on Amazon and other platforms. Numerous consumers, however, have complained that they did not achieve the advertised earnings.

7. In promotional training videos and advertising emails, Respondents have promised a 12-month money-back guarantee for their programs. When consumers have sought refunds, however, Respondents have repeatedly failed to honor their refund guarantee. Publishing.com has insisted consumers meet additional onerous requirements to obtain refunds. Publishing.com has not disclosed these additional requirements in their advertisements and instead has buried them within the lengthy Terms of Service page on their website.

8. Respondents’ website and free videos have prominently featured testimonials and reviews from consumers who claim to have made substantial earnings using Publishing.com’s programs and services. Respondents have failed to disclose that some of these testimonials are from employees of the company or other people who have material connections to employees of the company. Respondents have also incentivized positive reviews and testimonials.

9. Respondents’ deceptive and misleading practices have injured thousands of consumers.

Respondents’ Business Practices

Publishing.com’s Programs and Services

10. Respondents have primarily advertised two programs – AI Publishing Academy and Publishing Accelerator. AI Publishing Academy (“AIA”), previously known as Audiobook Impact Academy and Audio Income Academy, is Publishing.com’s self-publishing course.

Respondents introduced the course as Audio Income Academy in September 2019, offered the program as Audiobook Impact Academy starting in September 2022, and again renamed the course AI Publishing Academy starting in April 2023. Respondents have claimed that AIA will teach consumers how to make money publishing ebooks and audiobooks on Amazon’s platforms.

11. Respondents began offering Publishing Accelerator as an add-on program starting in March 2022. After consumers have enrolled in AIA, Respondents have offered them Publishing Accelerator to get additional coaching and other services, including access to Publishing.com’s AI software, Publishing.ai. Publishing.com has claimed that Publishing.ai generates book outlines, manuscripts, and book drafts that consumers can use to quickly publish books and audiobooks.

12. Respondents have typically charged \$1,995 for their AIA program. Respondents have employed “coaches” to purportedly provide consumers with additional guidance, including through one-on-one calls, group meetings, or email communications. Respondents, often through their “coaches,” have encouraged consumers already enrolled in AIA to also purchase Publishing.com’s Publishing Accelerator program. Respondents generally have sold the Publishing Accelerator program for \$9,800.

13. Respondents have spent millions of dollars advertising and marketing Publishing.com’s programs and services. Respondents primarily have advertised using videos posted on social media platforms like Facebook and YouTube. In some advertisements, Respondents have claimed to provide free training videos that will teach consumers a simple way to make money by publishing ebooks or audiobooks online. Typically, these advertisements have concluded with a call to action that encourages consumers to click a button to receive access to the free training video.

14. Consumers who have clicked the button to access the free training have then been routed to Publishing.com’s website. In these free videos, the Mikkelsens have stated that they have developed a foolproof, passive income system that they personally used to obtain significant wealth through a lucrative online self-publishing business. They claim, however, that the details of this system are available only to consumers who take the next step and purchase Publishing.com’s AIA program.

Earnings Claims

15. Respondents have disseminated, or have caused to be disseminated, advertisements and promotional materials for Publishing.com’s online self-publishing programs and services. Many of these advertisements have included claims about the earnings consumers could expect from their programs, including but not limited to the following statements and depictions:

- A. “[Y]ou can copy the EXACT system hundreds of my students use to make \$1k to \$3k a month in passive income.” (Promotional email from Christian Mikkelsen of Publishing.com, May 2024).

- B. “A.I. Publishing Academy is designed to give you everything you need to succeed in making \$1k to \$3k a month while only working 1 hour a day.” (Promotional email from Christian Mikkelsen of Publishing.com, May 2024).
- C. “One upload away from, say, leaving your 9 to 5 job forever.” (Christian Mikkelsen in “Free Training” video advertisement from Publishing.com, May 2024).
- D. “[I]t’s the same system 200+ of our students have used to quit their jobs....” (Promotional email from Christian Mikkelsen of Publishing.com, June 2024).
- E. “Instead of working with just two publishing coaches... you’ll have access to on-demand feedback from a panel of seven top publishing coaches.” (Promotional email from Christian Mikkelsen of Publishing.com, May 2024).
- F. “Each of these coaches have used this same 7-day, 7-step process to publish their own books and now make over \$10k/month in royalties.” (Promotional email offering a “7-Day Publi\$hing Challenge” from Christian Mikkelsen of Publishing.com, May 2024).
- G. In one of Respondents’ promotional videos, Christian Mikkelsen is pictured holding up a bank balance receipt with the caption, “I don’t need the money.” Christian Mikkelsen is seen in the video claiming that he has had incredible financial success using his and his brother’s publishing strategy and is now sharing the knowledge with others. (Video advertisement from Publishing.com, April 2024).

16. Contrary to Respondents’ claims, many purchasers have made no profits at all after following Respondents’ programs. In particular, many consumers have complained that, contrary to Respondents’ claims that online self-publishing has little or no startup costs, they incurred additional unexpected costs in their attempts to produce and market ebooks and audiobooks. For example:

- A. In a November 2023 complaint: “Publishing.com or Audio Income Academy or Mikkelsen Twins... (Christian and Rasmus) present online money-making methods through promising to teach you to write a book and sell it. In reality they make most of their money selling the AI publishing dream to you. I didn’t make any money from their program.”
- B. In a November 2024 complaint: “They promised wild claims, and made you believe there was [a] real way to learn and turn this into money. I studied everyday for months, took all of the course and found out that as the course went on, I was expected to shell out TONS more money in order to move forward. This was NEVER stated in the initial sales pitch to get you to PAY for the course.”
- C. In a January 2025 complaint: “I took the initiative to write my own book, which I am proud of. However, there has been zero return on my investment only

financial loss. Their advertisements failed to disclose the significant costs involved in producing a book, nor did they mention the level of expertise required in Amazon advertising to gain any visibility. Their marketing was highly misleading, and their sales techniques were aggressive and deceptive.”

- D. In an April 2025 complaint: “Despite following the Publishing.com program in good faith and using their recommended strategies, I have not built a sustainable or profitable publishing business as was promised. Instead, I have experienced significant financial losses, including over \$49,000 in advertising expenses alone, which were never properly disclosed as necessary to achieve the results shown in the company’s marketing materials.”

The Money-Back Guarantee

17. In order to access Publishing.com’s free videos, Respondents have required consumers to provide their contact information, including an email address. Publishing.com has then sent a succession of emails to induce consumers to purchase Publishing.com’s programs. In these emails, starting in at least May 2024, Respondents have guaranteed that dissatisfied purchasers could recover the full cost of the program. For example, Respondents have promised: “P.S. A.I. Publishing Academy is backed by our 12 month simple refund guarantee (no questions asked). If you’re not happy, you can get a full refund for up to 12 months from joining!” and “[w]e also offer a 12 month 100% money back guarantee (no questions asked).” These emails have not disclosed any restrictions or provided additional terms associated with the refund guarantee.

18. Many consumers have sought refunds pursuant to the advertised “no questions asked” refund guarantee only to discover that Publishing.com imposed many additional conditions that consumers must meet in order to receive a refund.

19. Instead of including the refund requirements in its advertisements, Publishing.com buried the additional details in its voluminous Terms of Service. To access these Terms of Service, a consumer considering Publishing.com’s program would have had to navigate to Publishing.com’s website, scroll to the bottom of the website, and click on the “Terms & Conditions” hyperlink. The consumer would have then needed to scroll through the lengthy Terms of Service webpage, which contains information on dozens of topics, and found the applicable refund terms.

20. According to Publishing.com’s Terms of Service, AIA and Publishing Accelerator “are subject to a three (3) day right of rescission where... the buyer may cancel within three (3) business days of... initial payment. After that time, the company reserves the right on whether or not to issue a refund.” Between October 2024 and March 2025, for AIA purchasers who passed the three-day limit, Publishing.com’s Terms of Service required the consumers to “complete, produce, and publish a book at least 25,000 words in length” or “complete, produce, and publish an audiobook at least two (2) hours in length” to be considered for a refund. Between October 2022 and October 2024, the company’s Terms of Service similarly required that consumers who purchased AIA’s predecessor, Audiobook Impact Academy, attended an orientation call and listed an audiobook over 2-hours in length on Audible to get a refund under Publishing.com’s “Plain and Simple Refund Guarantee.”

21. For Publishing Accelerator purchasers to qualify for a refund, Respondents have required the consumers to complete a six-month membership, attend at least six coaching calls and ten workshop sessions, and use the Publishing.ai software to create a book outline.

22. Consumers have not been aware of these additional terms. For example, in June 2023, when a consumer requested a refund from Publishing.com in the same week he purchased the program, Publishing.com told him that he “needed to write a certain number of books and have them published for a year” before they could issue him a refund. Publishing.com also told the consumer that he would need to give Publishing.com 5% of the revenue for each book he published and sold that year.

23. Respondents told another consumer, who requested a refund after purchasing their program, that “the three day refund period expired” and she would not be able to get her money back unless she made an audiobook at least two hours long. Respondents also informed this consumer that she needed to give Publishing.com 5% of the money she earned from her published books to qualify for the refund. The purported requirement to share 5% of revenue prior to obtaining a refund has not been disclosed in any advertising material, nor does it appear in Respondents’ Terms of Service.

Consumer Reviews and Testimonials

24. Respondents have often highlighted positive consumer reviews and testimonials to market their programs. On their website, Respondents have prominently touted that they have an “excellent rating” and have “thousands of positive reviews averaging 4.6/5 stars” on the review platform Trustpilot. Respondents, however, have unlawfully incentivized reviews, including by offering consumers free one-on-one coaching in exchange for giving Publishing.com a five-star review on Trustpilot.

25. Respondents have featured over 200 video testimonials on their website in which consumers claim to have earned income from online self-publishing after using Respondents’ program. Until at least December 2024, Respondents, however, failed to disclose that some of these testimonialists were employees of the company or had a material connection to company employees. Starting after December 2024, Respondents began noting that “[t]his individual is a current or former employee of Publishing.com” on certain testimonials.

26. Respondents also have not disclosed that they have provided incentives for positive testimonials. For example, Respondents held a testimonial contest where consumers could receive various prizes, including merchandise and cash, in exchange for providing a video testimonial. Publishing.com offered a \$10,000 “grand prize” in this testimonial contest. Publishing.com has not disclosed which testimonials consumers created as part of this contest or in response to other incentives. At times, Publishing.com has even conditioned refunds on consumers providing positive testimonials.

Control and Participation of Individual Respondents

27. Respondent Christian Mikkelsen has control over all aspects of the business practices and advertising for Publishing.com’s online self-publishing programs and services. He is the co-

founder and the Chief Executive Officer of Publishing.com, and he holds a 50% interest in the company. Respondent Christian Mikkelsen directly participated in the acts and practices described in this complaint, including: decision-making regarding Publishing.com's advertising, marketing, and sales of its programs and services; recording the video advertisements that contain earnings claims made by Publishing.com; and promoting consumer reviews and testimonials.

28. Respondent Rasmus Mikkelsen is a highly involved in all aspects of the business practices and advertising for Publishing.com's online self-publishing programs and services. He is the co-founder and the Chief Product Officer of Publishing.com, and he holds a 25% interest in the company. Respondent Rasmus Mikkelsen directly participated in the acts and practices described in this complaint, including: creating marketing plans; developing advertising scripts; recording advertisements; and promoting Publishing.com's programs and services.

Count I
False or Unsubstantiated Earnings Claims

29. In connection with the advertising, promotion, offering for sale, or sale of Publishing.com's online self-publishing programs and services, Respondents have represented, directly or indirectly, expressly or by implication, that purchasers of Respondents' programs and services would earn or were likely to earn a substantial income.

30. In fact, the representations set forth in Paragraph 29 are false or misleading, or were not substantiated at the time the representations were made.

Count II
Misrepresentations Regarding Refunds

31. Respondents have represented, directly or indirectly, expressly or by implication, that purchases of Publishing.com's online self-publishing programs and services are refundable without conditions, including claims such as "12-month 100% Money Back Guarantee," "risk free," and "no questions asked."

32. In fact, Respondents have not honored their guarantee or have otherwise imposed additional conditions that purchasers must satisfy to receive a refund. Therefore, the representations set forth in Paragraph 31 are false or misleading.

Count III
False or Misleading Testimonials and Endorsements

33. In connection with the advertising, promotion, offering for sale, or sale of Publishing.com's online self-publishing programs and services, Respondents have represented, directly or indirectly, expressly or by implication, that testimonials and endorsements for their online self-publishing program represented the actual and genuine experiences and opinions of ordinary and impartial Publishing.com purchasers, and that consumers appearing in the advertisements are satisfied users of the program.

34. In fact, in numerous instances, testimonials and endorsements for Publishing.com’s online self-publishing programs and services did not represent actual and genuine experiences and opinions of ordinary and impartial Publishing.com purchasers, and failed to disclose that certain of those individuals had material connections with Respondents. Therefore, the representations set forth in Paragraph 33 are false or misleading.

Violations of Section 5 of the FTC Act

35. The acts and practices of Respondents as alleged in this complaint constitute deceptive acts or practices, in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission this _____ day of _____, 2026, has issued this Complaint against Respondents.

By the Commission.

April J. Tabor
Secretary

SEAL: