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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**FEDERAL TRADE COMMISSION,**

Plaintiff,

v.

**MEDIAALPHA, INC.,** also d/b/a  
QuoteLab, a corporation,

and

**QUOTELAB, LLC,** also d/b/a  
MediaAlpha, a limited liability company,

Defendants.

CASE NO. 2:25-CV-07263

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

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

3 1. The FTC brings this action for Defendants’ violations of Section 5(a)  
4 of the FTC Act, 15 U.S.C. § 45(a), the Telemarketing Sales Rule (“TSR”), 16  
5 C.F.R. Part 310, and the Government and Business Impersonation Rule  
6 (“Impersonation Rule”), 16 C.F.R. Part 461. For these violations, the FTC seeks  
7 relief, including a permanent injunction, monetary relief, and other relief, pursuant  
8 to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b, the TSR, and  
9 the Impersonation Rule.  
10  
11

### 12 SUMMARY OF THE CASE

13  
14 2. Defendants deceive consumers interested in health plans and other  
15 insurance products into revealing valuable personal information so it can be used  
16 for robocalls and sold to the highest bidder. To do so, Defendants have operated  
17 dozens of deceptive lead generation websites, such as ObamacarePlans.com,  
18 GovernmentHealthInsurance.com, and KentuckyHealthPlans.org. In their  
19 advertisements enticing people to visit these sites, Defendants have falsely led  
20 consumers to believe that they are affiliated with state or federal government  
21 programs and that they offer special access to low-cost, comprehensive insurance  
22 plans. As described in one of Defendants’ documents, the sites look like they will  
23 allow consumers to “compare and purchase affordable health insurance plans, side-  
24  
25  
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1 by-side, the same way you shop for a plane ticket on Kayak [or] a TV on  
2 Amazon.” On these sites, Defendants solicit contact, health, income, and other  
3 personal information from consumers, purportedly to sell them insurance plans.  
4

5 3. Defendants actually sell consumers nothing. Instead, after harvesting  
6 consumers’ personal and contact information, Defendants auction it off to  
7 telemarketers and other lead generators. Defendants also robocall the consumers,  
8 and when they are able to get someone on the phone, they sell access to the “live”  
9 call to their telemarketer partners. Consumers who visit Defendants’ websites and  
10 reveal their personal information frequently are bombarded with numerous  
11 unwanted calls, emails, and text messages from Defendants and their business  
12 partners. Many consumers have received dozens or even hundreds of such  
13 solicitations in a matter of days, and the intrusions can go on for months.  
14

15 4. Defendants also know their telemarketer partners frequently do not  
16 sell consumers the low-cost, comprehensive health insurance Defendants advertise.  
17 Instead, the telemarketers compound Defendants’ deceptive claims, inducing  
18 consumers to purchase expensive products and services very different from those  
19 touted in Defendants’ ads and on their sites. As a result of this misconduct, people  
20 who seek medical treatment learn they have no coverage for the care they need.  
21 Other consumers learn of the deception later when they are faced with substantial  
22 unexpected medical costs.  
23  
24  
25  
26  
27

## **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), 1345, and 1355.

6. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(3), and (d), 1395(a), and 15 U.S.C. § 53(b).

## **PLAINTIFF**

7. The FTC is an 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 TSR, 16 C.F.R. Part 310, and the Impersonation Rule, 16 C.F.R. Part 461.

## **DEFENDANTS**

8. Defendant MediaAlpha, Inc., also doing business as QuoteLab, is a Delaware corporation with its principal place of business at 700 S. Flower St., Suite 640, Los Angeles, CA 90017. MediaAlpha, Inc. is the majority owner of Defendant QuoteLab, LLC, through which it conducts its lead generation business described below. MediaAlpha, Inc. transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, MediaAlpha, Inc. has advertised and



1 violations of law alleged below. Defendants have conducted the business practices  
2 described below through interrelated companies that have common ownership,  
3 officers, business functions, contact information, and office locations. Because  
4 these Defendants have operated as a common enterprise, each of them is liable for  
5 the acts and practices alleged below.  
6

### 7 **COMMERCE**

8  
9 11. At all times relevant to this Complaint, Defendants have maintained a  
10 substantial course of trade in or affecting commerce, as “commerce” is defined in  
11 Section 4 of the FTC Act, 15 U.S.C. § 44.  
12

### 13 **DEFENDANTS’ BUSINESS ACTIVITIES**

14 12. Defendants operate a platform where they sell “leads:” access to, and  
15 information about, consumers interested in health insurance or other products. In  
16 public filings, Defendants have claimed their platform is the “largest online  
17 customer acquisition channel” in the property and casualty, health, and life  
18 insurance industries. Each year, hundreds of telemarketers, lead generators, and  
19 others, which Defendants call “demand partners,” pay Defendants for leads.  
20 During 2024, approximately 119 million leads were sold via Defendants’ platform.  
21 Those lead sales amounted to approximately \$1.5 billion in gross transaction value  
22 and approximately \$865 million in revenue to Defendants in 2024 alone.  
23  
24  
25

26 13. Defendants sell three types of leads: (1) consumer contact and other  
27

1 personal information; (2) “live” phone calls with consumers; and (3) “clicks”  
2 through third-party advertising Defendants disseminate online. Live or “qualified”  
3 calls, where Defendants transfer consumers already on the phone directly to a  
4 demand partner, are extremely valuable; in some cases, Defendants can sell access  
5 to them for over \$100. Defendants sell their own leads as well as leads from third-  
6 party “supply partners,” which pay Defendants a fee based on completed lead sales  
7 on Defendant’s platform.  
8  
9

10 14. Several of MediaAlpha’s business partners have been the subject of  
11 law enforcement actions concerning lead generation and telemarketing. *See, e.g.,*  
12 *FTC v. Simple Health Plans, LLC et al.*, S.D. Fla. No. 18-cv-62593 (\$195 million  
13 judgment against telemarketing and lead generation operation that bought and sold  
14 leads on Defendants’ platform related to the deceptive sale of non-comprehensive  
15 healthcare products); *FTC v. Benefytt Technologies, Inc. et al.*, M.D. Fla. No. 8:22-  
16 cv-01794 (consent decrees with another of Defendants’ former partners ordering  
17 payment of \$100 million in consumer redress and banning two executives from the  
18 marketing or sale of healthcare-related products).  
19  
20  
21

22 **Background on Health Insurance and Defendants’**  
23 **Healthcare-Related Lead Generation**

24 15. A significant portion of Defendants’ lead generation business relates  
25 to health insurance and healthcare-related products. Each year, millions of  
26 consumers who do not obtain health insurance through an employer shop for a plan  
27

1 online, including the comprehensive health insurance plans offered on the federal  
2 marketplace at HealthCare.gov.

3 16. Comprehensive health insurance, sometimes referred to as “major  
4 medical” insurance, traditionally involves an agreement between an insurance  
5 company and a consumer under which the company agrees to pay a substantial  
6 portion of the healthcare expenses the consumer may incur in exchange for the  
7 consumer’s payment of premiums and a deductible.  
8

9 17. The Patient Protection and Affordable Care Act (“ACA”) sets  
10 standards for comprehensive health insurance plans. A “qualified health plan”  
11 under the ACA must cover people with pre-existing conditions without charging  
12 more for the insurance plan, and must provide ten enumerated essential health  
13 benefits, including coverage for prescription drugs and preventive care. Qualified  
14 health plans, which sometimes are referred to colloquially as “Obamacare” plans,  
15 also conform to established limits on out-of-pocket expenses, like deductibles,  
16 copayments, and coinsurance. Only ACA-qualified health plans are offered on the  
17 marketplace at HealthCare.gov.  
18  
19  
20  
21

22 **Defendants Advertise Low-Cost, ACA-Qualified, Comprehensive Health**  
23 **Insurance Using False Government Affiliation Claims**

24 18. Defendants capitalize on consumers’ interest in ACA-qualified plans,  
25 and have relied on video, paid search, and other advertising to drive online traffic  
26 to their healthcare-related lead generation websites. As shown in the examples  
27



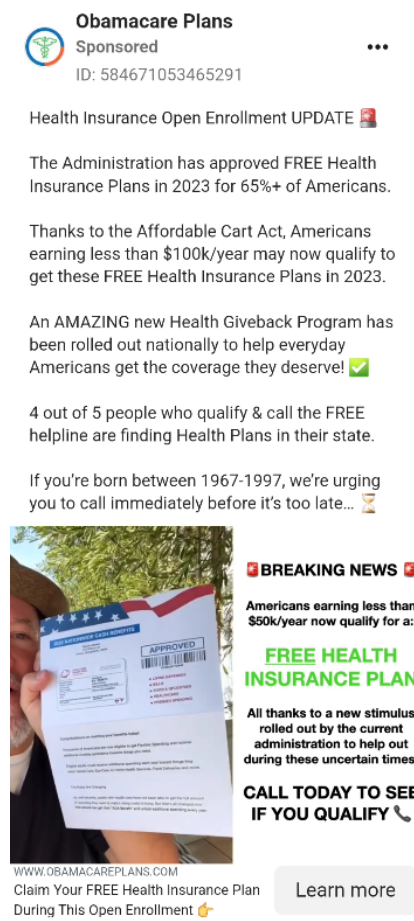
1 below, Defendants' ads have routinely and falsely suggested Defendants are  
2 affiliated with the government and offer access to low-priced, comprehensive  
3 health insurance plans. Defendants have spent millions of dollars to ensure that  
4 their ads are displayed to consumers on various popular platforms, and the ads  
5 have attracted millions of views.

7 19. Defendants' marketing videos have featured clips of U.S. presidents  
8 speaking about healthcare or low-cost insurance, leading consumers to believe that  
9 Defendants are affiliated with government healthcare programs and offer low-cost,  
10 comprehensive health plans. In one speech used in several videos, former  
11 President Biden states that: "4 out of 5 Americans shopping on the Obamacare  
12 marketplace can get quality health care with a premium of \$10 a month or less."

15 20. Defendants' video ads often have featured paid actors portraying  
16 consumers who purport to be satisfied with Defendants' services. These ads  
17 frequently have included specific details about Defendants' supposed plans and  
18 pricing. In many instances, for example, actors have touted a non-existent "Health  
19 Insurance Give Back Program," explaining that under this program, they "only had  
20 to pay \$38 a month" for insurance or that they "just saved over \$1274 a month"  
21 after contacting Defendants.

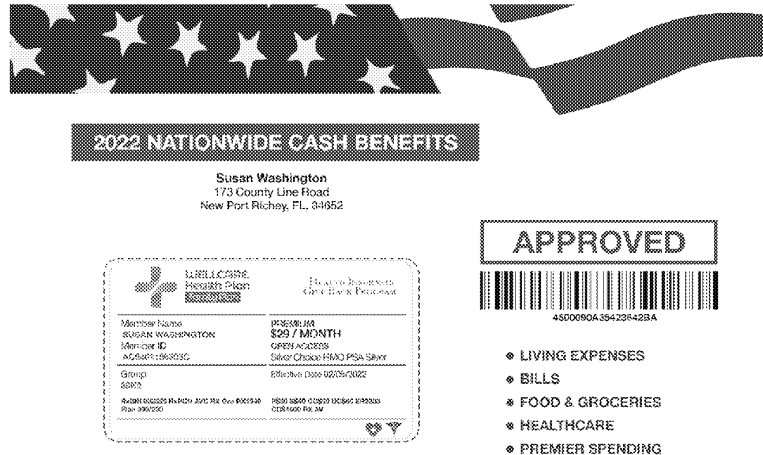
25 21. Defendants' ads have even suggested that Defendants provide access  
26 to free health plans and will facilitate direct cash payments to consumers. In the  
27

1 following example, Defendants offered a “FREE HEALTH INSURANCE PLAN,”  
 2 which “[t]he Administration had approved.” The ad features a video of an actor  
 3 pretending to be a consumer holding up a fake approval letter he supposedly  
 4 received after contacting Defendants, which incorporates a fake insurance card and  
 5 notice about fake “cash benefits.” A portion of the template Defendants created  
 6 for the prop letter also follows.  
 7  
 8  
 9



25 **Image A (Obamacare Plans Ad with Video Still Image) (June 2023)**  
 26  
 27

Prop 1: Approval Letter



**Image B (Prop Template with Fake ID Card and “Cash Benefits” Banner)**

22. Defendants have underscored these fake consumer testimonials with endorsements from numerous celebrities, whom Defendants have paid to tout their purported low-cost, comprehensive insurance plans. These celebrities also highlighted Defendants’ fictional “Health Insurance Give Back Program.”

23. Examples of the claims celebrities and actors have made in Defendants’ scripted advertising videos include the following:

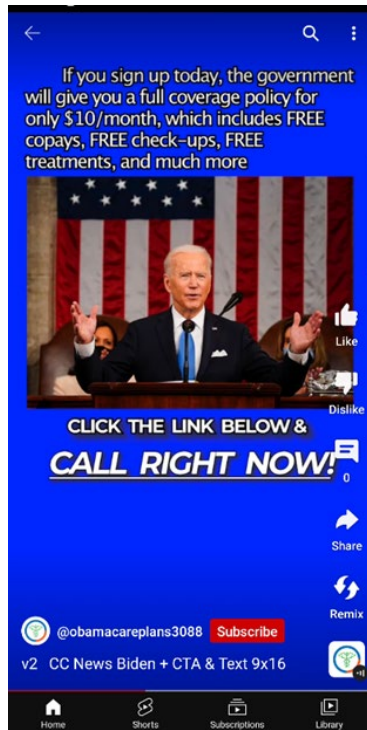
- **Celebrity endorser:** “Hey it’s Floyd Money Mayweather, do you need health insurance? Then you want to hear this \$29 per month health insurance hack. It’s called the Health Insurance Give Back Program and 90% of uninsured Americans qualify. It covers pre-existing conditions, prescriptions, catastrophic, dental for your kids, and more. Trust me. It takes only 15 minutes and can change your life. Make the 15 minute call right now.”
- **Actor portraying consumer:** “I found a plan for only \$29 a month that even includes my daughter’s dental. Without the program, I was looking at an insurance bill of more than \$700 a

1 month. I didn't know what to do. There was no way I could afford  
2 that. Then I saw on the news they were talking about how the  
3 Health Insurance Give Back Program can get your health insurance  
for the price of a Netflix subscription."

- 4 • **Actor portraying doctor:** "If you are seeing this video now, the  
5 program is still available. So to check your eligibility, simply click  
6 below. It will take you to a secured website where you will need to  
7 fill out a 2 minute form and find a number for the program. The  
8 call is 100% free, and they'll go over your options to see if you  
9 qualify for \$29 a month plans. Thousands have already taken  
advantage of the program so go ahead, make the call to see how  
much money you can save."

10 24. The text Defendants display on-screen in conjunction with these video  
11 ads has reinforced Defendants' deceptive claims. For example, as depicted in the  
12 image below, using one of their social media accounts, "@obamacareplans3088,"  
13 Defendants claimed: "If you sign up today, the government will give you a full  
14 coverage policy for only \$10/month, which includes FREE copays, FREE check-  
15 ups, FREE treatments, and much more.... Click the link below & CALL RIGHT  
16 NOW!"  
17  
18  
19  
20  
21

22 \* \* \*



**Image C (Obamacare Plans YouTube Video Ad Still Image) (June 2023)**

25. Defendants' partners have also made misleading government affiliation claims similar to those in Defendants' text and video ads. For example, one of Defendants' largest lead suppliers ran deceptive advertisements for non-existent "Trumpcare" insurance on Google and Facebook. Defendants were aware of this conduct and even internally circulated an article that identified the lead supplier partner and highlighted the partner's deceptive practices. Defendants continued to collect hundreds of thousands of dollars in fees from the sale of that partner's leads.

26. Defendants also pay affiliate marketing partners to drive traffic to Defendants' lead generation websites using similar deceptive government

1 affiliation claims. Defendants could reject misleading text implying a government  
2 affiliation, as they reserve the right to review and reject or cancel any  
3 advertisement in their contracts with partners, but they often do not do so. In fact,  
4 Defendants have suggested their partners use language that implies a government  
5 affiliation, including, for example, when Defendants' senior director for media  
6 operations advised an affiliate to use the terms "Bidencare" and  
7 "BidenGovernmentHealth." Defendants have similarly allowed affiliates to  
8 disseminate emails from "Trump-Healthcare-Plans" and to use images promoting a  
9 "Trump Health Care Plan."

10  
11  
12  
13 27. Defendants even hired Dr. Jacqueline Darna, who is licensed as an  
14 anesthesiologist assistant, to appear in scripted "advertorials"—a paid segment on  
15 a news show—to drive traffic to Defendants' lead generation sites. Defendants  
16 sought out programs with a "'news' like/trustworthy" layout, where a news station  
17 logo would appear on the screen during her appearance.

18  
19 28. Defendants directed Dr. Darna to explain that Defendants offer "a  
20 FREE Helpline, assisting Americans [to] qualify for affordable health insurance  
21 coverage for as low as \$29/month" through the "Health Insurance Giveback  
22 Program." Another part of the script instructed Dr. Darna to state that "millions of  
23 Americans ... were able to qualify for a great health plan for \$1/day." In one  
24 endorsement, Dr. Darna suggested that she recommended Defendants' services to  
25  
26  
27

her patients—but that, too, was scripted by Defendants. Dr. Darna has not used Defendants' lead generation sites.

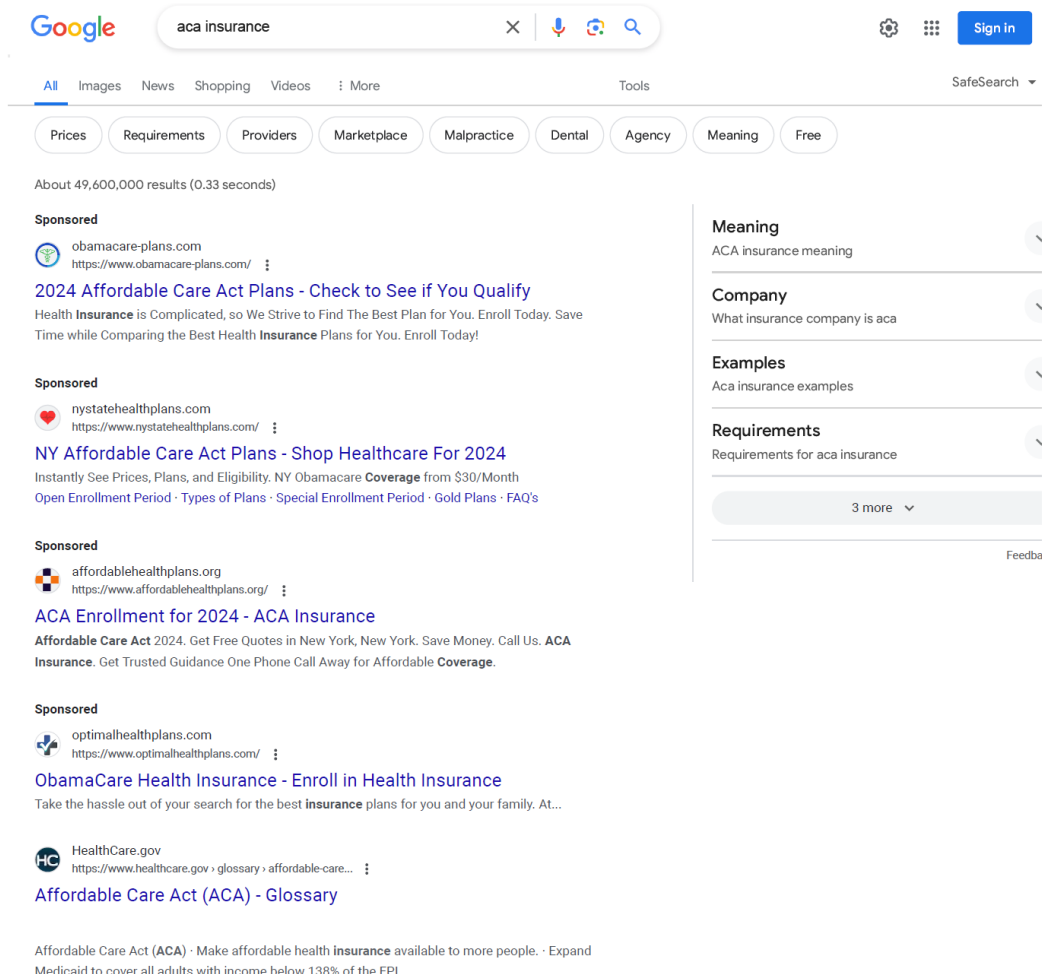
29. Defendants incorporated portions of Dr. Darna's televised endorsements into other video ads, which were then viewed millions of times online. In many instances, the videos did not disclose that Defendants compensated the doctor and that the appearances were paid advertising, not real news. An example of such an advertisement, which was viewed over one million times, is depicted below.



**Image D (Google Ad Incorporating Darna Advertorial) (Sept. 2023)**

30. Defendants also have relied heavily on search engine advertising to promote low-cost health insurance and drive traffic to their lead generation websites. Defendants have spent millions of dollars to ensure their search text ads are placed prominently—often at the top of the search results page before a link to HealthCare.gov—when consumers search for government-related healthcare terms,

including “Obamacare,” “marketplace insurance,” “Medicaid,” and even “healthcare gov.” As shown in the sample Google search for “aca insurance” that follows, an ad for Defendants’ Obamacare-Plans.com site appears at the top of the page, four positions above the link to the actual federal marketplace for ACA-qualified plans, HealthCare.gov.



### Image E (sample Google search results for “aca insurance”) (April 2024)

31. Defendants have similarly targeted consumers who live in states that operate their own insurance exchange for ACA-qualified plans, using search terms



1 associated with those state-run marketplaces, such as “Covered California” or  
 2 “Massachusetts Health Connector.”

3 32. In the example of paid search ads for Defendants’ “Obamacare-  
 4 Plans.com” site below, Defendants emphasize the open enrollment period and  
 5 claim that interested consumers can “Apply Here Now!,” “Apply Today!,” and will  
 6 be able to access a “Quick and Easy Eligibility Process” via the site. Defendants  
 7 entice consumers to click through to their Obamacare-Plans.com website with  
 8 offers of “Health Plans from \$1” per day and “Bronze Plan[s] from \$40.00/mo,”  
 9 flagging in one ad that “Subsidy Rates [are] Available.”  
 10  
 11  
 12

13 Ad · <https://www.obamacare-plans.com/> ⋮

#### 14 **ObamaCare Enrollment 2023 - Enroll Online or On the Phone**

15 Quick and Easy Eligibility Process. Health Plans from \$1 per Day. Apply Here Now! Health...

16 [Find ObamaCare Plans](#) · [Get Obamacare Today](#) · [Open Enrollment is on Now](#)

[Bronze Plan](#) - from \$40.00/mo - Low Monthly Cost · [More](#) ▾

### 17 **Image F (Google ad – search for “obamacare insurance”) (Jan. 2023)**

18 Sponsored



19 obamacare-plans.com

20 <https://www.obamacare-plans.com/open-enrollment/2025> ⋮

#### 21 **2025 Affordable Care Act Plans - Open Enrollment 2025**

22 Healthcare Coverage Does Not Expire Until the End of 2025. Plans from \$30 per Month. Quick  
 and Easy Eligibility Process. Health Plans from \$1/Day. Apply Today! 2024 Obama Care Plans.  
 Subsidy Rates Available.

23 [Find ObamaCare Plans](#) · [Open Enrollment is on Now](#) · [Get Obamacare Today](#)

[Bronze Plan](#) - from \$40.00/mo - Low Monthly Cost · [More](#) ▾

24 Call us

### 25 **Image G (Google ad – search for “aca plans”) (Nov. 2024)**

33. Defendants also highlight open enrollment and purport to offer access to low-cost products in the following ad for their ConnecticutHealthPlans.org site. In this case, Defendants claim that consumers can “Enroll Today and Save 75%!” on some unspecified health plan, and will find the “Lowest Rates Possible” on Connecticut health plans via Defendants’ site, such as “\$30/Month!”

\* \* \*

Ad · <https://www.connecticuthealthplans.org/> ·  
**Open Enrollment Extended: 1/15 - Connecticut Health Insurance**  
 Obamacare Coverage Does Not Expire Until the End of 2023. CT Plans from \$30/Month! Don't Miss the Jan 15 Deadline. If You Live in CT, Enroll Today and Save 75%! Lowest Rates Possible. Platinum Plans. Affordable Health Care. Stop the Tax Penalty.  
[Open Enrollment](#) · [Obamacare Enrollment](#) · [Obamacare FAQs](#) · [Silver Health Plans](#)

**Image H (Google ad – search for “connecticut open enrollment”) (Jan. 2023)**

34. Defendants have made claims about the cost of ACA-qualified plans they supposedly offer similar to those shown in Images F, G, and H in numerous other search engine advertisements, including claims such as “Lowest 2023 Obamacare Rates” and “Instantly Browse Prices, Plans, and Eligibility,” and offers to “Help [consumers] Find An Obamacare Plan That Works Specifically for [them].”

35. Defendants’ domains, which appear in these advertisements, have furthered the misimpression that Defendants offer special access to ACA-qualified or otherwise government-approved health plans. Indeed, some of the domains

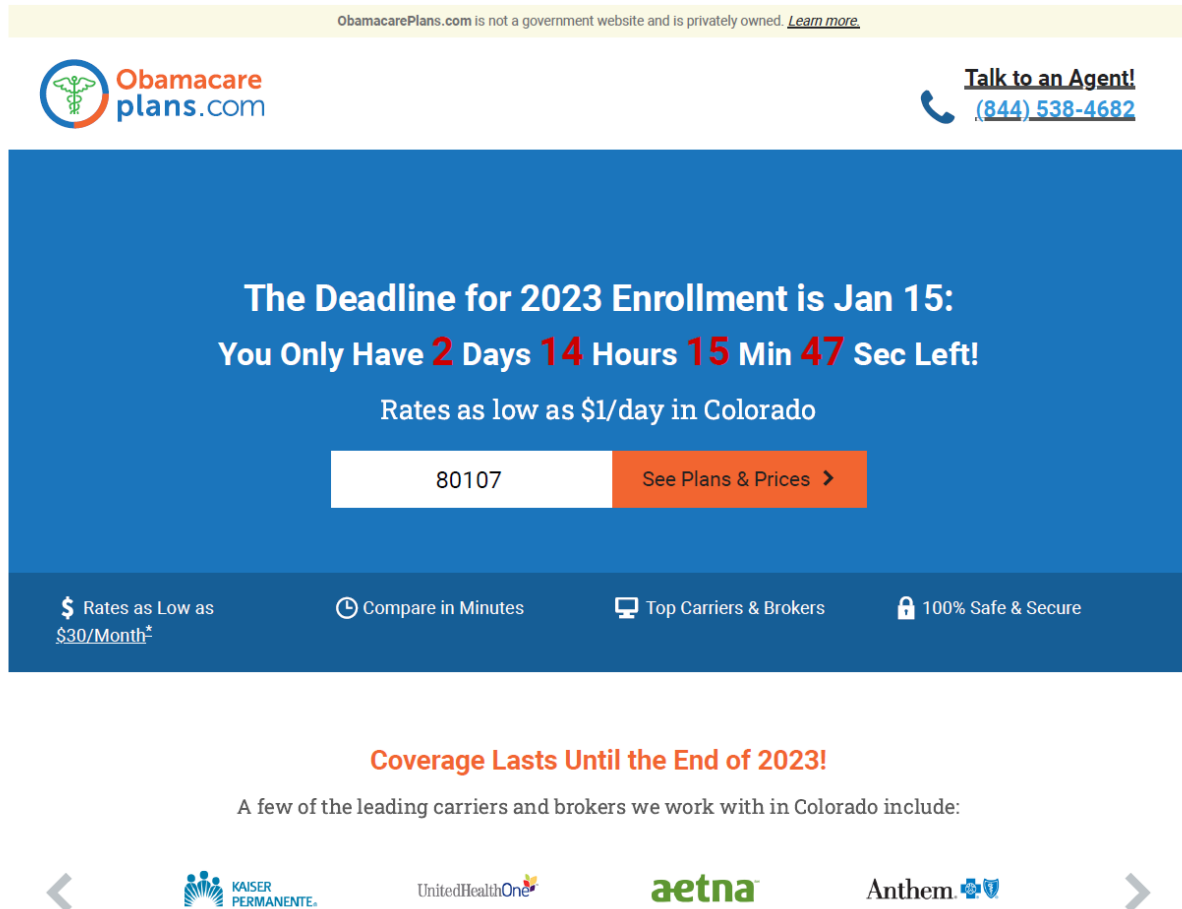
1 Defendants have owned or operated directly incorporate the term “government” or  
2 “exchange” (e.g., GovernmentHealthInsurance.com, HealthExchangeQuotes.com).  
3 Defendants also have owned or operated at least four sites with domains  
4 incorporating the term “Obamacare” (ObamacarePlans.com, Obamacare-  
5 Plans.com, Obamacare-Health-Plans.com, ObamacareUSA.com), as well as others  
6 associated with U.S. presidents (e.g., Biden-Care.com, Trump-Healthcare-  
7 Plans.com). And as shown above, Defendants have run numerous lead generation  
8 sites targeting consumers from states that operate their own health insurance  
9 exchanges (e.g., ConnecticutHealthPlans.org, KentuckyHealthPlans.org).  
10  
11  
12

13 36. Defendants have driven millions of consumers to their government-  
14 related lead generation sites via search engine advertising in recent years. Since  
15 2018, over 18 million consumers have clicked through Defendants’ Google text  
16 ads to visit just two of Defendants’ dozens of sites, ObamacarePlans.com and  
17 Obamacare-Plans.com. And just one Google ad highlighting “KY Affordable Care  
18 Act Plans” and noting that consumers may “Sign Up for 2023 Coverage Now”  
19 resulted in over 200,000 clicks through to Defendants’ site,  
20  
21 KentuckyHealthPlans.org.  
22  
23

### 24 **Defendants’ Websites Further Their Deceptive Claims**

25 37. Defendants’ ads direct consumers to Defendants’ lead generation  
26 websites, where they have continued to tout affiliation with the government and  
27

promise ACA-qualified plans at low prices. In the image that follows, for example, Defendants emphasize the imminent end of the open enrollment period to obtain an ACA-qualified health plan with “[r]ates as low as \$1/day,” and invite consumers to “See Plans and Prices” by entering their location information. The reference to “open enrollment” along with the logos of major insurance carriers again suggest that the “plans and prices” will relate to ACA-qualified, comprehensive insurance coverage.

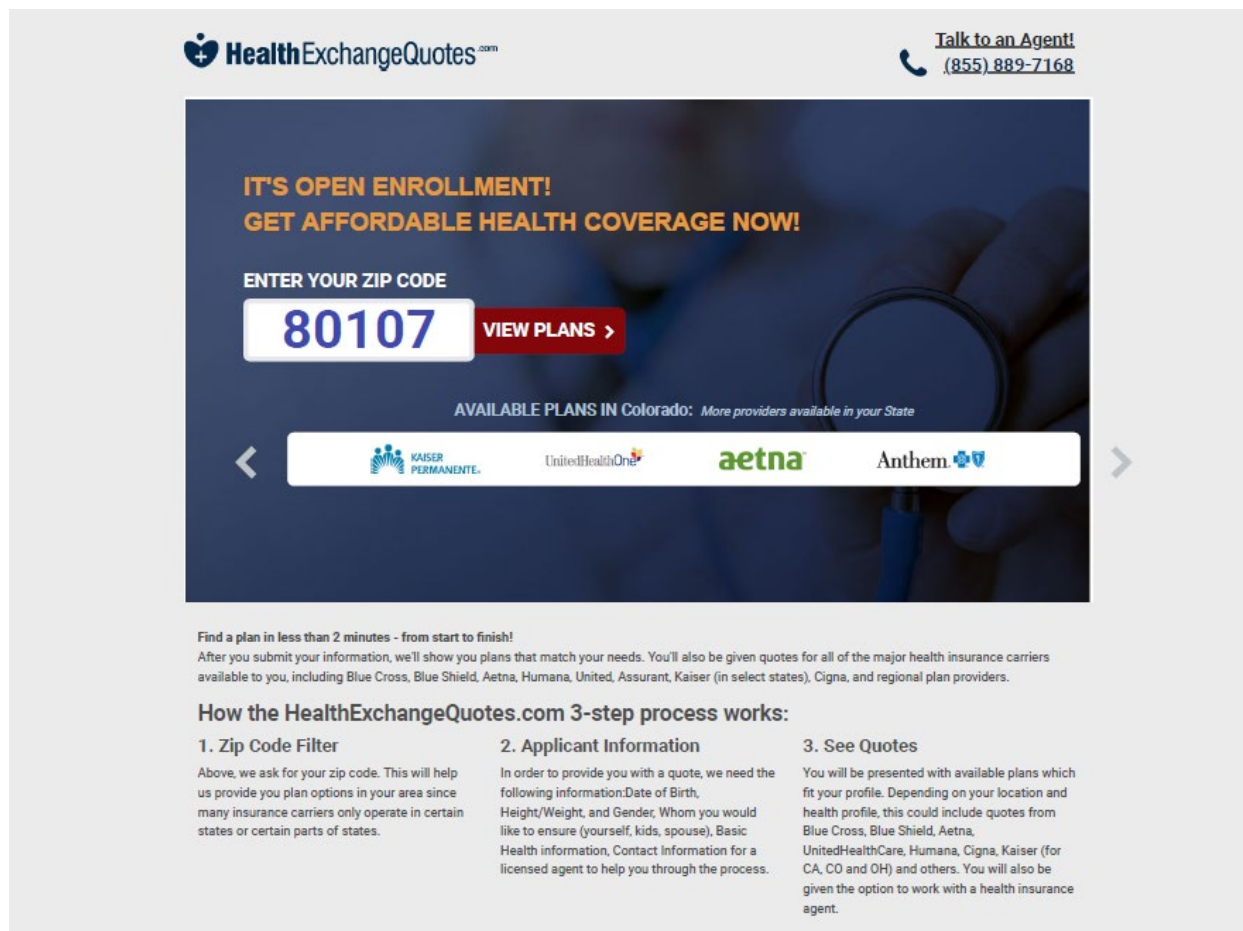


**Image I (ObamacarePlans.com Sample Landing Page) (Jan. 2023)**

38. Elsewhere on their sites, Defendants have similarly emphasized that

they will “show” consumers “plans that match [their] needs,” and that consumers will “be given quotes for all the major health carriers available to you, including” numerous well-known major medical insurance plan providers.

39. In the following example, Defendants indicate that consumers may “enter their zip code” and then click on a button to “VIEW PLANS.” Further down the page, Defendants reiterate that their “3-step process” concludes with “See Quotes,” where the consumer will be “presented with available plans which fit your profile” and “given the option to work with a health insurance agent.”



**Image J (HealthExchangeQuotes.com Sample Landing Page) (Jan. 2023)**

40. Defendants also have represented that consumers may “Check Eligibility” for “premium tax credits” available through unspecified “government programs” by entering their zip code, as in the following example of one of their sites. Consumers must click the “Check Eligibility” button to continue on the site.



**Image K (ObamacarePlans.com – Sample Landing Page 2) (Nov. 2023)**

41. Once consumers submit their zip code on one of these sites, Defendants do not show them plans, prices, or “premium tax credit” eligibility information. Instead, Defendants entice them to provide more and more personal information to see the specific plans and prices that Defendants promise.



42. For consumers who proceed down this information collection funnel, Defendants often continue to emphasize that they will provide imminent access to “Obamacare” plan information. In the image below, for example, Defendants indicate that the consumer is “on [their] way to comparing Obamacare options,” and solicit more sensitive information, including information about household income and serious health conditions, to “see if [they] qualify” for those plans.

Obamacare-plans.com

Talk to an agent!  
(866) 260-1574  
Estimated wait time: 1 min

**You are on your way to comparing Obamacare Options**  
Please tell us about yourself so we can see if you qualify.

Step 2 of 5: Policy Information

**Tell Us About Yourself**

Gender:

Date of Birth:

Are you or your spouse pregnant or in the process of adopting a child?

Are you a Tobacco User?

Do you have any of the following health conditions?

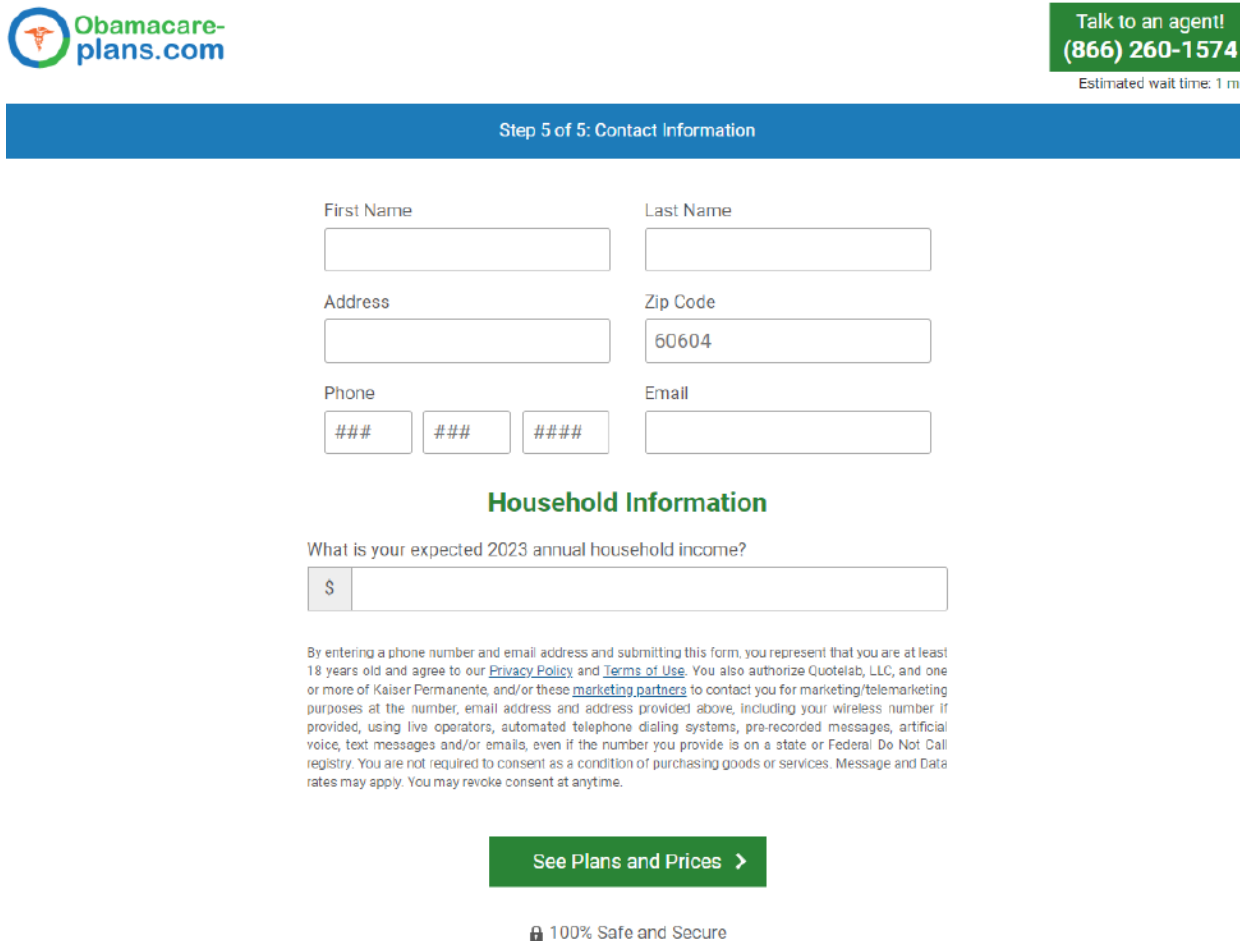
- AIDS/HIV
- Bipolar Disorder
- Cancer
- Cirrhosis
- Depression
- Hospitalization
- Diabetes Type I
- Erythematous
- Heart Disease
- Kidney/Renal Failure
- Muscular Dystrophy
- Schizophrenia
- Systemic Lupus
- Transplant History

**Next Step** >

Would you prefer to speak with someone?  
**Call (866) 260-1574 to speak with an agent**

**Image L (Obamacare-Plans.com Sample Excerpt of Data Submission Flow) (Jan. 2023)**

43. At the end of the process, after requesting and obtaining a consumer's full contact information, household size, expected annual income, health history, and other demographic information, Defendants have again displayed a "call to action" submission button identical or similar to the "See Plans and Prices" or "See My Options" buttons below:



Obamacare-plans.com

Talk to an agent!  
(866) 260-1574  
Estimated wait time: 1 m

Step 5 of 5: Contact Information

First Name

Last Name

Address

Zip Code

Phone

Email

**Household Information**

What is your expected 2023 annual household income?

\$

By entering a phone number and email address and submitting this form, you represent that you are at least 18 years old and agree to our [Privacy Policy](#) and [Terms of Use](#). You also authorize Quotelab, LLC, and one or more of Kaiser Permanente, and/or these [marketing partners](#) to contact you for marketing/telemarketing purposes at the number, email address and address provided above, including your wireless number if provided, using live operators, automated telephone dialing systems, pre-recorded messages, artificial voice, text messages and/or emails, even if the number you provide is on a state or Federal Do Not Call registry. You are not required to consent as a condition of purchasing goods or services. Message and Data rates may apply. You may revoke consent at anytime.

See Plans and Prices >

100% Safe and Secure

**Image M (Obamacare-Plans.com "See Plans and Prices" Submission Button)  
(Jan. 2023)**

\* \* \*





● Speak to an Agent!  
(844) 768-3444

**You are on your way to comparing health plan options in Illinois**

Please tell us about yourself so we can see if you qualify.

Step 1: Enter Your ZipCode


Step 2: Tell Us About Yourself

Step 3: Compare Plans and Prices

99% complete

**Thanks Taylor, your quote is ready!**  
**Where do we send it to?**


Email Phone

Email address  Phone number

Please enter a valid email address

By entering and submitting a phone number, email and other information and clicking See My Options above, you represent that you are at least 18 years old, you authorize us to share the information you provided, including any health related information, with our marketing partners so they may process and respond to your request, you agree to our [Terms of Use](#) and you expressly consent to your information being used and disclosed as described in our [Privacy Policy](#). You also provide your ESIGN signature and authorize Quotelab, LLC, and one or more of Kaiser Permanente and our [network of advertisers](#), and parties calling on their behalf, to contact you for marketing/telemarketing purposes at the number, email, and address you provided above, including your wireless number if provided, using live operators, automated telephone dialing systems, pre-recorded messages, artificial voice, text messages and/or emails, even if the number you provide is on a state or Federal Do Not Call registry. Message and Data rates may apply. You are not required to consent as a condition of purchasing goods or services and may revoke consent at any time.

**See My Options**

 Safe & Secure

**Image N (Obamacareplans.com “See My Options” Submission Button)  
(Nov. 2024)**

44. Defendants’ lead generation websites related to non-healthcare products, such as automobile insurance, have incorporated a similar call-to-action button at the end of a series of requests for information from consumers (e.g., “See My Quotes”).

45. Consumers who have provided all the personal and sensitive information requested on Defendants’ lead generation sites and finally reached and clicked the button at the end of the submission form have not been shown the

insurance plans with prices or quotes they were promised. Instead, at that point, Defendants typically display demand partner advertisements like those excerpted below. These ads continue to dangle the carrot of insurance plan quotes, but clicking on them often sends the consumer down yet another lead generation submission funnel, leading to further demands for personal information.



**Image O (ObamacarePlans.com – Sample Post-Submission Advertisements) (Nov. 2023)**

46. Defendants have employed various deceptive tactics to induce people to click these ads. As is shown in Image O, Defendants have insisted consumers

1 must “Act fast!,” and a feature Defendants refer to as a “scarcity timer” counts  
2 down until an unspecified, non-existent “pre-approval” will expire. Defendants’  
3 advertising page also represents that their purported service is popular, claiming  
4 that “301 people have called today.”  
5

6 **Defendants and Their Demand Partners**  
7 **Inundate Consumers with Solicitations**

8 47. After consumers submit their information, Defendants promptly begin  
9 robocalling to induce them to divulge more personal information and to speak with  
10 a demand partner hoping to sell them a health plan or other product or service over  
11 the phone. Since 2018, Defendants have made millions of robocalls to consumers  
12 in states across the country who visited ObamacarePlans.com, just one of their  
13 many lead generation websites. Over one million of those calls were to numbers  
14 registered on the National Do Not Call Registry at the time.  
15  
16

17 48. Defendants often contact consumers multiple times over a short  
18 period. And those calls do not include any Defendants’ demand partners might  
19 have made to the same numbers after purchasing the leads.  
20  
21

22 49. Defendants’ scripted robocall messages have reiterated deceptive  
23 representations similar to those made in Defendants’ ads. In one such robocall  
24 message recorded by a voice actor, “Emma” at “the US Obamacare Health  
25 Insurance Helpline” instructs consumers to “[p]ress 1 to connect to see if you  
26 qualify for the free health insurance program approved by the Biden  
27

1 administration! This congress-approved program is part of a plan to make sure that  
2 low-income Americans get the care they need.” Apparently citing Defendants’  
3 own paid ads featuring Dr. Darna and various celebrities, another scripted robocall  
4 message indicated, “[t]he program has been endorsed by President Biden, [has]  
5 been on the news, is doctor-approved, and is backed by Floyd Mayweather, Dc  
6 Young Fly & Cedric the [E]ntertainer.”  
7

8  
9 50. In addition to the robocalls they receive from Defendants, many  
10 consumers are simultaneously flooded with direct solicitations from Defendants’  
11 demand partners. Defendants often sell the same consumer leads to multiple  
12 demand partners—what they refer to as a “shared” lead. Defendants’ sale of  
13 shared leads to multiple demand partners encourages and exacerbates abusive  
14 telemarketing practices, as the telemarketers who purchase shared leads have an  
15 incentive to beat their competitors to the sale by quickly inundating consumers  
16 with multiple calls. As indicated in Defendants’ internal notes about concurrent  
17 solicitation, the sale of shared leads can leave consumers “feeling bombarded by  
18 all lead buyers trying to call them at the exact same time.”  
19  
20  
21

22 51. By way of example, out of the hundreds of demand partners that have  
23 bought leads from Defendants to make calls pitching healthcare products, two  
24 Florida partners alone called numbers across numerous states hundreds of  
25 thousands of times between March 2023 and March 2024, including hundreds of  
26  
27

1 thousands of calls to numbers on the National Do Not Call Registry. These  
2 telemarketers also called many people repeatedly; one called most of the  
3 consumers they solicited at least 11 times, and the other called several consumers  
4 over 100 times.  
5

6 52. In selling these leads, Defendants have represented to their demand  
7 partners that the consumers have consented to be contacted, including via robocall,  
8 even if their telephone numbers may be on the National Do Not Call Registry.  
9 Defendants purportedly get such consent from consumers when asking for their  
10 personal information to browse plans and quotes. Unbeknownst to many  
11 consumers, there is a block of light fine print at the end of Defendants' submission  
12 pages, as exemplified above in Images M and N. By filling out the form and  
13 indicating an interest in "see[ing]" plans or quotes, Defendants claim consumers  
14 have consented to receive various marketing contacts from Defendants and their  
15 "network of advertisers," whose identities are concealed behind a hyperlink. These  
16 hyperlinked lists often include additional hyperlinks buried at the end, listing even  
17 more partners if clicked through. As a result, the entities for which a consumer is  
18 supposedly providing authorization to be contacted can run into the thousands.  
19  
20  
21  
22

23 53. Not surprisingly, many consumers who complete Defendants'  
24 submission funnel in order to "see" healthcare plans or quotes do not know that  
25 they are supposedly consenting to receive robocalls, telemarketing calls, texts, and  
26  
27

1 emails from thousands of potential sales agents. Numerous consumers have  
 2 notified MediaAlpha directly that they did not consent to such solicitations,  
 3 including the following examples sent via email:  
 4

- 5 • “When I entered your site it leads one to believe that you are  
 6 getting quotes online. It is grossly misleading. Now I have my  
 7 name and phone number out there and I gave no such approval to  
 8 [b]e texted and called and emailed and harassed in such a manner.  
 9 I expected the quote to come online. Now who knows where my  
 10 data is going.”
- 11 • “Your website is misleading, I was under the misconception that I  
 12 would be provided with quotes online. I never would have  
 13 imagined I would be bombarded with phone calls nonstop.”
- 14 • “I filled out your lengthy form on line today in order to get what I  
 15 was le[d] to believe was comparison quotes from several insurance  
 16 agencies. Instead I get a list of auto insurance companies for which  
 17 I have to provide each the same information again to get a single  
 18 quote. Why did I have to provide you all that information and what  
 19 are you doing with it? I do not want companies calling me with  
 20 their sales pitches. All I wanted was a list of comparison quotes  
 21 without filling out a bunch of new forms or talking to a pile of  
 22 insurance sales people. Your ad is very misleading.”
- 23 • “When I visited the ACA site for a quote for health insurance **did I  
 24 sign off on having 50 insurance salespeople to call, email, and  
 25 text me to visit with them about options?** As soon as I hit submit  
 26 on your site my phone and emails BLEW up with calls, texts, and  
 27 emails. Would ANYONE want to do that, visit with 50 people  
 about different plans? PLEASE stop the nonsense. I merely wanted  
 one general quote **ON** the website.”

24 54. In one instance, a third-party demand partner even flagged  
 25 Defendants’ inadequate fine-print. “Before asking for contact information,” the  
 26 partner stated, “it should be made more clear (in addition to the small print  
 27

1 disclaimers) that there will be calls/contact from ‘licensed insurance agents.’”

2 55. Defendants’ internal correspondence confirms they well understand  
3 consumers are inundated with unwanted solicitations after a visit to one of  
4 Defendants’ sites. Indeed, one of Defendants’ senior directors has recommended  
5 that Defendants’ marketing emails to consumers should appear to come from a  
6 business partner rather than from Defendants’ website they visited, because that  
7 could make it more likely consumers would click through, given consumers’  
8 “negative” view of Defendants after receiving “[a]ll those calls from when they  
9 signed up” on Defendants’ site.  
10  
11  
12

13 56. In 2023 alone, over 171,000 consumers submitted do-not-contact and  
14 related requests in conjunction with telemarketing calls, text messages, and emails  
15 generated via Defendants’ websites and platform.  
16

17 57. Many consumers have lodged specific complaints with Defendants  
18 regarding the overwhelming number of unanticipated, unwanted, and abusive  
19 telemarketing calls that resulted from visits to Defendants’ sites, including the  
20 following example emails to MediaAlpha:  
21

- 22 • “I have received 47 calls within one day. At this point, this is  
23 harassment.”
- 24 • “I have been bombarded by over 40 calls since I inputted my info  
25 in what I thought was an official government site.”
- 26 • “I have received nearly 80 phone calls after going on your site  
27 thinking it was a legitimate health insurance administrator. You

1 are harassing me and it needs to stop now. When I ask all the  
2 people you sold my information to to put me on the do-not-call list,  
3 one lady said that is not possible. The rest hang up on me. I  
4 receive calls from numerous different numbers on a daily basis,  
several times as day. MAKE IT STOP.”

5 58. Making matters worse, Defendants and their partners have not  
6 promptly stopped these unwanted communications after such notification. When a  
7 consumer submits such a request, it can take days for Defendants to notify all  
8 demand partners that purchased the lead, while the telemarketers continue to  
9 barrage the consumer with calls. Defendants also typically send a formulaic email  
10 in response to consumers’ requests noting the consumer has been added to  
11 Defendants’ do not call/email lists, and that the consumer “may need to make a  
12 similar request of anyone who contacts you.” But Defendants are well aware that  
13 their demand partners often ignore such requests and continue to sell them  
14 consumer leads. As a result, even consumers who attempt to answer each of the  
15 numerous calls they may get from Defendants’ business partners and ask not to be  
16 contacted often continue to be flooded with solicitations.

17 59. In one instance, a consumer reported that she had received “a barrage  
18 of calls” after “mistakenly believing that [Defendants’] site was part of  
19 Obamacare,” and that she had “asked, tirelessly, for these sales calls to stop,” but  
20 to no avail. Defendants responded that her do-not-call request would be passed  
21 along to Defendants’ partners. Over two weeks later, the same consumer reported  
22  
23  
24  
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1 that she “continue[d] to receive calls soliciting health insurance,” and that the “tone  
2 and quantity of the calls is antagonistic. . . . I never intended to sign up for this  
3 ‘service.’” Nearly a week later, after receiving further assurance from Defendants  
4 that their partners would be notified of the consumer’s request, she again reported  
5 receiving multiple marketing calls, including three that day.  
6

7         60. In 2019, a manager forwarded a consumer complaint to other  
8 employees of Defendants under the subject line, “Another happy customer.” In the  
9 underlying message, the consumer reported that after visiting Defendants’ site, her  
10 “phone started ringing with insurance companies calling me, and it has been  
11 incessant, all day, and non-[s]top.” The consumer went on, saying she “received  
12 50 calls yesterday, 20 today,” and that the telemarketers who were calling did “real  
13 harm” and “refuse to honor [her] request to put [her] on their do not call list.” She  
14 also confirmed that she had visited Defendants’ “website and submitted a do not  
15 contact request on the web form. Still, the calls roll in.”  
16  
17

18         61. Years later, in 2022, MediaAlpha’s “main contact” at a large  
19 insurance company reported a similar problem—she was getting “harassed” by  
20 telemarketers at the “National Enrollment Center” after filling out the form on  
21 Defendants’ Obamacare-Plans.com site. She went on: “They are calling me from 7  
22 am to 9pm. When I have asked their agents to take me off of their list they have  
23 been nasty and argumentative. In fact, just now, when I asked to be removed from  
24  
25  
26  
27

1 the calling list the lady said, ‘that ain’t the way it works honey and you ain’t telling  
2 me what to do.’ They are in violation of every TCPA rule I can think of and they  
3 completely lack scruples.”  
4

5 62. In 2023, a MediaAlpha manager reported to colleagues that “the  
6 unthinkable happened” with a sad emoji—she had accidentally entered her real  
7 phone number while testing MediaAlpha’s mobile site. After she relayed the  
8 “unthinkable” mistake of providing real contact information in a MediaAlpha  
9 mobile form, a senior director responsible for MediaAlpha’s compliance and  
10 monitoring joked that the colleague should “get a new number,” a senior manager  
11 reacted “holy cannoli,” and a company vice president responded “WOW.”  
12  
13

14 **Defendants’ Partners Continue Defendants’ False**  
15 **Government Affiliation and Healthcare Claims**

16 63. Defendants’ telemarketer demand partners frequently further  
17 Defendants’ deception when they make their sales pitch. In many instances, the  
18 telemarketer partners have introduced themselves to consumers in a deceptive way,  
19 including by saying that they work at the “National Enrollment Center” or  
20 something similar, implying an affiliation with a government marketplace. In  
21 some cases, the telemarketers even represent directly that they work for the  
22 government. For example, one telemarketer partner told a consumer, “I’m a  
23 licensed health insurance agent and benefits coordinator for the headquarters of the  
24 state of New Jersey.” And when a consumer asked another telemarketer if their  
25  
26  
27

1 department was “government operated,” the telemarketer responded “yes, it is.”

2 64. Defendants’ telemarketer demand partners also have misrepresented  
3 the features, benefits, and limitations of healthcare-related products. For example,  
4 one telemarketer downplayed an electronic form indicating that the product being  
5 pitched was “not major medical” insurance, falsely suggesting that was because the  
6 telemarketer had “removed three major liabilities” from the plan—care related to  
7 maternity, substance abuse, and mental health. Similarly, another telemarketer  
8 discouraged a consumer from inquiring if they noticed in the written material they  
9 would get in the mail that the product purchased was just a “supplement to health  
10 insurance,” suggesting it was described that way only because the plan did not  
11 cover treatment for psychiatric conditions or substance abuse.  
12  
13  
14

15 65. Defendants’ telemarketer demand partners have further  
16 misrepresented information about the ACA, “Obamacare,” or government health  
17 programs. For example, one of Defendants’ partners falsely told a consumer that  
18 health insurance rates would be going up the next day at “the start of phase 2 of  
19 open enrollment,” and indicated that there were no subsidies for ACA plans  
20 available because the government spent the money on relief efforts related to the  
21 COVID-19 pandemic. Defendants’ demand partners also tell consumers they must  
22 pay non-existent government fees to sign up for a health plan. In one such call, the  
23 telemarketer told a consumer that he qualified for a free plan, but “the new Biden  
24  
25  
26  
27

1 administration” imposed an annual \$190-\$250 “health step fee” to enroll. In  
 2 another instance, a telemarketer falsely told a consumer they had to pay a \$99  
 3 health plan enrollment fee “that [the consumer’s] state charges.”  
 4

### 5 **Defendants and Their Partners are Not Affiliated with the Government**

6 66. Defendants and their partners are not affiliated with the government.  
 7 But since they operate domains with what seem like official government names,  
 8 target government-related search terms, and use terminology associated with ACA-  
 9 qualified health plans offered on government marketplaces, many consumers who  
 10 visit Defendants’ sites understandably believe that they are operated by or  
 11 affiliated with the government. Indeed, in private conversations with business  
 12 partners, a MediaAlpha lead sales manager has conceded that consumers may be  
 13 “confused with [Defendants’] sites thinking they were calling for gov[ernmen]t  
 14 ass[is]t[ance] through healthcare.gov but [Defendants] are not affiliated,” and  
 15 “Obamacareplans.com sound[s] like it could be gov[ernmen]t related but it’s not.”  
 16  
 17  
 18

19 67. Numerous consumers have told Defendants that they were deceived  
 20 by their government affiliation claims, including in the following emails sent to  
 21 MediaAlpha:  
 22

- 23 • “I began to submit my personal information to your website  
 24 obamacareplans.com thinking it legitimately represented the official  
 25 healthcare service of the United States . . . In three days I have  
 26 received at least 30 phone calls because of your website. I can’t even  
 27 use my phone to call my family or for emergency because your robo  
 callers and telemarketers are calling me non-stop . . .”

- 1 • “I submitted a form that was required to see rates for my insurance  
2 research, and was immediately accosted with dozens of phone calls,  
3 even texts and emails. Please remove my information from your lists  
4 immediately. Fielding dozens of calls is absurd and I would have  
5 never considered this as an avenue if I knew this would happen. Isn’t  
6 this a government site? Is there no respect for personal information?”
- 7 • “I signed up thinking it was a government health care plan, not  
8 knowing or realizing that my email and phone number would be  
9 shared with a series of brokers all over the country.”

10 68. Third parties also have informed Defendants that their government  
11 affiliation claims are deceptive. In late 2021, for example, Microsoft blocked  
12 Defendants from using its search engine advertising to drive consumer traffic to  
13 several of Defendants’ sites, including ObamacarePlans.com and  
14 GovernmentHealthInsurance.com. A Microsoft representative explained the  
15 decision in an email: “Because the domains contain the terms ‘Obamacare’ and  
16 ‘government,’ they can mislead users into thinking they are clicking on a  
17 government affiliated site. And because these domains are not government sites, it  
18 violates Microsoft Advertising’s Government Services Policy.”

19 69. In at least two instances, Defendants have paid a penalty and agreed to  
20 cease certain conduct associated with government-related lead generation pages in  
21 response to state regulatory inquiries. Defendants also relinquished control over a  
22 domain for a state-specific lead generation website as part of a settlement  
23 regarding claims that the site deceptively mimicked the state’s government health  
24  
25  
26  
27

1 insurance marketplace. Nevertheless, Defendants continued to operate similar sites  
2 and to engage in other similar business practices throughout the United States.

3 70. In fact, months after Microsoft blocked Defendants from using  
4 misleading domains, Defendants internally considered how to manipulate a  
5 government affiliation disclaimer to make it as inconspicuous as possible in light  
6 of regulations requiring the opposite. Reviewing a draft of the disclaimer and site  
7 logo, one of Defendants' senior directors indicated that they should "def[initely] go  
8 smaller...much smaller lol" on the disclaimer, and reacted with a "joy" emoji when  
9 a manager responded that the government affiliation disclaimer should be "barely  
10 legible."  
11  
12  
13

14 **Defendants' Partners Actually Sell Consumers Expensive Non-ACA Products**

15 71. Defendants do not sell any type of insurance themselves, and they do  
16 not offer ACA-qualified marketplace plans at special prices. Further, the low  
17 prices that Defendants have used in their ads do not represent the actual cost of any  
18 particular health plan that their partners offer for sale.  
19  
20

21 72. Defendants' affiliates and supply partners often make similar  
22 deceptive claims that are untethered to what telemarketer partners actually sell. In  
23 2022, one demand partner complained to Defendants that over 20% of the  
24 consumers they contacted after purchasing leads on Defendants' platform were not  
25 interested in the Medicare Supplement plans that the partner sold. Instead, the  
26  
27

1 consumers requested non-existent grocery cards, stimulus checks, gift cards, prize  
2 money, gas cards, housing vouchers, and free vacations that apparently had been  
3 advertised in order to capture consumers' interest and generate the leads. In  
4 response, Defendants downplayed the concerns about the lead generator, which is  
5 one of Defendants' largest supply partners, blaming the consumers for any  
6 confusion.  
7

8  
9 73. Defendants have at times referred to supply partners' deceptively-  
10 generated leads offered on their platform as "low-quality," "questionable," or  
11 "bad" traffic. As one MediaAlpha employee put it in internal correspondence  
12 about "bad" traffic, however, a large supply partner that provides high lead volume  
13 ultimately "drives the profits."  
14

15  
16 74. Defendants understand that consumers who visit sites like  
17 ObamacarePlans.com are interested in ACA-qualified health plans, and Defendants  
18 are well aware that many of their partners do not sell them such products.  
19 Telemarketers who purchase Defendants' and their supply partners' leads often use  
20 them to sell consumers other products that are not ACA-qualified plans or  
21 equivalent to such insurance, such as short-term, limited benefit, and health sharing  
22 plans. Limited benefit and other non-ACA health plans often are "bundled" with  
23 other products and services, such as life insurance policies and telemedicine  
24 programs. Defendants' demand partners also have used Defendants' leads to pitch  
25  
26  
27

1 products and services that have nothing to do with healthcare or insurance, such as  
2 identity theft and debt relief packages.

3         75. By way of example, just two of Defendants' telemarketer demand  
4 partners were responsible for hundreds of thousands of sales calls to consumers in  
5 recent years, including thousands of interstate calls. These partners have routinely  
6 purchased leads from Defendants' "Obamacare" sites, but rarely if ever use those  
7 leads to market and sell qualified health plans under the ACA. In fact, as recently  
8 as April 2024, one of those telemarketer partners had never sold an ACA-qualified  
9 plan to anyone, whether in conjunction with Defendants' leads or otherwise.  
10 Instead, both partners have sold consumers who visited Defendants' "Obamacare"-  
11 related sites a range of other healthcare products, including non-comprehensive  
12 limited benefit plans. Yet Defendants have repeatedly encouraged these  
13 telemarketers to increase bids so they can purchase more leads generated on sites  
14 associated with "Obamacare."  
15

16         76. The non-ACA products and services sold by many of Defendants'  
17 partners—which often cost over \$200 per month—can leave unknowing  
18 consumers unprotected. For example, limited benefit plans provide supplemental  
19 benefits capped at a specific amount depending on the service or disease. In other  
20 words, a plan member might only be entitled to a \$1,000 benefit for each day of a  
21 hospital admission, without regard to the tests, treatments, or surgeries provided, or  
22  
23  
24  
25  
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27



1 \$3,000 total for a 3-day hospital stay. All other charges arising from the hospital  
2 care would be the patient's responsibility if they did not have another health plan.  
3 The average total cost of a 3-day hospital stay is around \$30,000.  
4

5 **Defendants Condone and Further Their Partners' Deceptive Sales Practices**

6 77. Defendants retain significant control over their telemarketer demand  
7 partners' use of leads acquired via Defendants' platform. As with their affiliates  
8 and supply partners, Defendants' demand partners must sign agreements requiring  
9 them to follow laws and regulations Defendants deem relevant (including the  
10 Telemarketing Sales Rule). By contract, Defendants have the right to monitor and  
11 investigate telemarketer demand partners' conduct, to conduct audits, to review  
12 sales call recordings, and to suspend or terminate a demand partner at any time for  
13 any reason.  
14  
15  
16

17 78. Despite this authority, and despite being presented with substantial  
18 evidence of widespread misconduct collected over many years—including  
19 complaints and audio recordings confirming that telemarketer demand partners  
20 frequently make false or misleading statements to consumers—Defendants have  
21 furthered and profited from their telemarketer partners' misconduct.  
22

23 79. For example, in 2018, the FTC sued Defendants' former partner  
24 Simple Insurance Leads and its affiliates ("Simple Health") for violating the TSR  
25 by misrepresenting healthcare products as comprehensive insurance, among other  
26  
27

1 law violations. In 2024, a federal district court entered a \$195 million judgment in  
2 favor of the FTC and against Simple Health and their former CEO, finding the  
3 operation violated the TSR and was a “classic bait and switch scheme—aided by  
4 rigged internet searches, deceptive sales scripts, and predatory practices.” (*See*  
5 S.D. Fla. No. 18-cv-62593, Dkt. 495 at 2, 19.)  
6

7 80. Over a year before the FTC filed its lawsuit against Simple Health,  
8 one of Defendants’ senior directors predicted internally that the telemarketer  
9 partner would “likely be shut down or not able to pay a large amount for the calls  
10 they were buying previously” due to deceptive sales practices. The senior director  
11 further expressed concern about the resulting “hit” to Defendants’ revenues when  
12 Simple Health stopped operating or could not buy Defendants’ leads.  
13

14 81. Simple Health continued to buy leads on Defendants’ platform until it  
15 ceased operating as a result of the FTC’s lawsuit. Over their long partnership,  
16 Simple Health paid Defendants nearly \$900,000 for leads, including thousands of  
17 leads from Defendants’ sites related to “Obamacare,” even though Defendants  
18 knew Simple Health deceptively sold consumers non-ACA healthcare products.  
19 Simple Health also operated its own deceptive lead generation websites, and used  
20 Defendants’ platform to sell over \$1 million in leads during their partnership.  
21  
22  
23  
24

### 25 **Ongoing Conduct**

26 82. Based on the facts and violations of law alleged in this Complaint, the  
27

1 FTC has reason to believe that Defendants are violating or are about to violate laws  
2 enforced by the FTC, because, among other things: Defendants remain in the lead  
3 generation business and continue to gather consumer information using deceptive  
4 and unlawful practices; Defendants have a long history of continuous conduct of  
5 the type described above; Defendants engaged in their unlawful acts and practices  
6 knowingly, and continued to employ unlawful practices after learning of the FTC's  
7 investigation; and Defendants maintain the means, ability, and incentive to engage  
8 in similar conduct in the future.

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

12  
13 83. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or  
14 deceptive acts or practices in or affecting commerce.”

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

### 18 **Count I** 19 **Misrepresentations of Government Affiliation**

20 85. In numerous instances, in connection with their lead generation or  
21 telemarketing activities, Defendants have represented, directly or indirectly,  
22 expressly or by implication, that Defendants are, represent, or are affiliated with a  
23 federal or state government entity or officer thereof.

24  
25 86. In fact, Defendants are not, do not represent, and are not affiliated  
26 with any federal or state government entity or officer thereof.  
27

1           87. Therefore, Defendants' representations as described in Paragraph 85,  
2 are false or misleading and constitute a deceptive act or practice in violation of  
3 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).  
4

5                                   **Count II**  
6                   **Deceptive Claims Regarding Healthcare-Related Products**

7           88. In numerous instances, in connection with their lead generation or  
8 telemarketing activities, Defendants have represented, directly or indirectly,  
9 expressly or by implication, that:  
10

- 11                   a. Defendants sell ACA-qualified or otherwise comprehensive health  
12 insurance plans; or  
13                   b. Defendants sell low-cost health insurance plans, such as plans that  
14 cost \$1 per day or \$30 per month.  
15

16           89. Defendants' representations as described in Paragraph 88 are false,  
17 misleading, or are not substantiated at the time that the representations are made.  
18

19           90. Therefore, Defendants' representations as described in Paragraph 88  
20 constitute a deceptive act and practice in violation of Section 5(a) of the FTC Act,  
21 15 U.S.C. § 45(a).  
22

23                                   **Count III**  
24                   **Misrepresentations Regarding Collection of Personal Information**

25           91. In numerous instances, in connection with their lead generation or  
26 telemarketing, Defendants have represented, directly or indirectly, expressly or by  
27

1 implication, that Defendants will use the information they collect from consumers  
2 to display insurance plan prices or quotes.

3 92. In fact, Defendants are not collecting consumers' personal  
4 information to display insurance plan prices or quotes, but for the purposes of  
5 telemarketing and selling the information to third parties as leads.  
6

7 93. Therefore, Defendants' representations as described in Paragraph 91  
8 are false or misleading and constitute a deceptive act and practice in violation of  
9 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).  
10

11 **Count IV**  
12 **False or Misleading Endorsements**

13 94. Through the means described in Paragraphs 27-29, Defendants have  
14 represented, directly or indirectly, expressly or by implication, that certain reviews  
15 and testimonials of Defendants' business reflected a doctor's independent and  
16 objective opinion based on the doctor's actual exercise of medical expertise.  
17

18 95. In fact, the reviews and testimonials have not reflected the doctor's  
19 independent and objective opinion based on the actual exercise of medical  
20 expertise.  
21

22 96. Therefore, the making of the representations as described in Paragraph  
23 94 is false and misleading in violation of Section 5(a) of the FTC Act, 15 U.S.C. §  
24 45(a).  
25  
26  
27

**Count V**  
**Deceptive Failure to Disclose Endorser was Paid**

97. Through the means described in Paragraphs 27-29, Defendants have represented, directly or indirectly, expressly or by implication, that advertisements featuring a doctor reflected the opinion of an expert who had evaluated Defendants' business.

98. In numerous instances, Defendants have failed to disclose or failed to disclose adequately that the doctor received compensation, including monetary payment, to promote Defendants' business. These facts would be material to consumers in their decisions regarding using Defendants' business.

99. Defendants' failure to disclose or disclose adequately these facts, in light of the representation made, was, and is, a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**VIOLATIONS OF THE TELEMARKETING SALES RULE**

100. 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 Commission adopted the original TSR in 1995, extensively amended it in 2003, and amended certain provisions thereafter.

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

1 contribution, by use of one or more telephones and which involves more than one  
2 interstate phone call. 16 C.F.R. § 310.2(hh). A “telemarketer” is any person who,  
3 in connection with telemarketing, initiates or receives telephones calls to or from a  
4 customer or donor. *Id.* § 310.2(gg). An “outbound telephone call” is a telephone  
5 call initiated by a telemarketer to induce the purchase of goods or services or to  
6 solicit a charitable contribution. *Id.* § 310.2(x). A “seller” is any person who, in  
7 connection with a telemarketing transaction, provides, offers to provide, or  
8 arranges for others to provide goods or services to the customer in exchange for  
9 consideration. *Id.* § 310.2(ee).

10  
11  
12  
13 102. Defendants are telemarketers engaging in telemarketing when  
14 initiating telephone calls to consumers. Defendants through their lead generation  
15 activities provide substantial assistance or support to sellers and telemarketers.

16  
17 103. The TSR established the National Do Not Call Registry maintained by  
18 the FTC, of consumers who do not wish to receive certain types of telemarketing  
19 calls. Consumers can register their telephone numbers on the Registry without  
20 charge either through a toll-free telephone call or over the Internet at  
21 DoNotCall.gov. The TSR prohibits telemarketers and sellers from initiating an  
22 outbound telephone call to numbers on the Registry unless the seller (1) has  
23 obtained the consumer’s express agreement, in writing, to place such calls, or (2)  
24 has an established business relationship with that consumer, and the consumer has  
25  
26  
27

1 not stated that he or she does not wish to receive such calls. 16 C.F.R. §  
2 310.4(b)(1)(iii)(B). Such express agreement shall clearly evidence such person's  
3 authorization that calls made by or on behalf of a specific party may be placed to  
4 that person, and shall include the telephone number to which the calls may be  
5 placed and the signature of that person. 16 C.F.R. § 310.4(b)(1)(iii)(B)(1).  
6

7 104. The TSR prohibits telemarketers and sellers from initiating an  
8 outbound telephone call that delivers a prerecorded message ("robocall"), unless  
9 the seller has obtained from the recipient of the call an express agreement, in  
10 writing, that: (i) The seller obtained only after a clear and conspicuous disclosure  
11 that the purpose of the agreement is to authorize the seller to place prerecorded  
12 calls to such person; (ii) The seller obtained without requiring, directly or  
13 indirectly, that the agreement be executed as a condition of purchasing any good or  
14 service; (iii) Evidences the willingness of the recipient of the call to receive calls  
15 that deliver prerecorded messages by or on behalf of a specific seller; and (iv)  
16 Includes the recipient's telephone number and signature. 16 C.F.R. §  
17 310.4(b)(1)(v)(A)(i)-(iv).  
18  
19  
20  
21

22 105. The TSR applies to individuals or companies other than "sellers" or  
23 "telemarketers" if these individuals or companies provide substantial assistance or  
24 support to sellers or telemarketers. Specifically, it is a violation of the TSR for any  
25 person to provide substantial assistance or support to any seller or telemarketer  
26  
27



1 when that person knows or consciously avoids knowing that the seller or  
2 telemarketer is engaged in any practice that violates Sections 310.3(a), (c) or (d),  
3 or 310.4 of the TSR. 16 C.F.R. § 310.3(b).  
4

5 106. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. §  
6 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of  
7 the TSR constitutes an unfair or deceptive act or practice in or affecting commerce,  
8 in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).  
9

10 **Count VI**

11 **Abusive Telemarketing Acts and Practices in Violation of the TSR:**  
12 **Initiation of Calls to Numbers on the National Do Not Call Registry**

13 107. In numerous instances, in connection with telemarketing, Defendants  
14 have initiated or caused the initiation of outbound telephone calls to telephone  
15 numbers on the National Do Not Call Registry to induce the purchase of goods or  
16 services in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B).  
17

18 **Count VII**

19 **Abusive Telemarketing Acts and Practices in Violation of the TSR:**  
20 **Initiation of Unlawful Prerecorded Messages**

21 108. In numerous instances, in connection with telemarketing, Defendants  
22 have initiated or caused the initiation of outbound telephone calls that delivered  
23 prerecorded messages to induce the purchase of goods or services in violation of  
24 the TSR, 16 C.F.R. § 310.4(b)(1)(v).  
25  
26  
27

**Count VIII**  
**Assisting and Facilitating Violations of the TSR**

109. In connection with the generation and sale of leads to third parties, Defendants have provided substantial assistance or support to “seller[s]” and/or “telemarketer[s]” engaged in “telemarketing,” as defined by the TSR, 16 C.F.R. § 310.2.

110. In numerous instances, in connection with telemarketing, those sellers and/or telemarketers to whom Defendants have provided substantial assistance or support have engaged in deceptive telemarketing acts or practices, in violation of 16 C.F.R. § 310.3(a)(1)-(2).

111. In numerous instances, in connection with telemarketing, those sellers and/or telemarketers to whom Defendants have provided substantial assistance or support have initiated or have caused the initiation of outbound telephone calls to telephone numbers on the National Do Not Call Registry to induce the purchase of goods or services, in violation of 16 C.F.R. § 310.4(b)(1)(iii)(B).

112. At all relevant times, Defendants knew or consciously avoided knowing that one or more such sellers or telemarketers to whom they provided substantial assistance or support were engaged in violations of §§ 310.3(a) and 310.4 of the TSR.

113. Defendants’ substantial assistance and support, as described in Paragraphs 109-12, above, violates the TSR, 16 C.F.R. § 310.3(b).

**VIOLATIONS OF THE GOVERNMENT AND BUSINESS  
IMPERSONATION RULE**

114. The Impersonation Rule, 16 C.F.R. Part 461, became effective on April 1, 2024. Under that Rule, it is a violation to “materially and falsely pose as” a government entity, as well as to “materially misrepresent” an “affiliation with, including endorsement or sponsorship by” a government entity.

115. Pursuant to Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the Impersonation Rule constitutes an unfair or deceptive act or practice under Section 5(a)(1) of the FTC Act, 15 U.S.C. § 45(a)(1).

116. For each violation of the Impersonation Rule, Section 19 of the FTC Act, 15 U.S.C. § 57b, authorizes the Court to grant relief as it finds necessary to redress injury to consumers, including monetary relief, rescission or reformation of contracts, the refund of money or return of property, and public notification respecting the rule violation or the unfair or deceptive act or practice.

**Count IX  
Violations of the Impersonation Rule**

117. In numerous instances, in connection with their lead generation or telemarketing activities, Defendants represent, directly or by implication, affiliation with, including endorsement or sponsorship by, a government entity or officer thereof.

118. In fact, Defendants are not affiliated with, or endorsed or sponsored

1 by, any government entity or officer thereof.

2 119. Therefore, Defendants' acts or practices described in Paragraph 117,  
3 above, are violations of the Impersonation Rule, 16 C.F.R. pt. 461, and therefore  
4 also constitute unfair or deceptive acts or practices in violation of Section 5(a) of  
5 the FTC Act, 15 U.S.C. § 45(a).  
6

7 **CONSUMER INJURY**  
8

9 120. Consumers are suffering, have suffered, and will continue to suffer  
10 substantial injury as a result of Defendants' violations of the FTC Act, the TSR,  
11 and the Impersonation Rule. Absent injunctive relief by this Court, Defendants are  
12 likely to continue to injure consumers and harm the public interest.  
13

14 **PRAYER FOR RELIEF**  
15

16 Wherefore, the FTC requests that the Court:

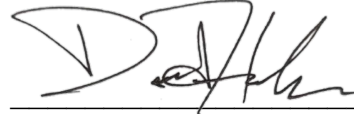
17 121. Enter a permanent injunction to prevent future violations of the FTC  
18 Act, the TSR, and the Impersonation Rule by Defendants;  
19

20 122. Award monetary and other relief within the Court's power to grant;  
21 and  
22

23 123. Award any additional relief as the Court determines to be just and  
24 proper.  
25  
26  
27

1 Dated: 08/06/2025  
2  
3

Respectfully submitted,



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