

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
Miami Division**

FEDERAL TRADE COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No.: 18-61017-CIV-
POINTBREAK MEDIA, LLC, et al.,)	ALTONAGA/Seltzer
)	
Defendants.)	
)	

**DEFENDANT DUSTIN PILLONATO’S ANSWER TO
FIRST AMENDED COMPLAINT FOR PERMANENT INJUNCTION AND OTHER
EQUITABLE RELIEF**

Defendant Dustin Pillonato (“Pillonato” or “Defendant”), by and through his counsel, files the following response to the First Amended Complaint for Permanent Injunction and Other Equitable Relief (the “Amended Complaint”) filed against him by Plaintiff, the Federal Trade Commission (“the FTC” or “Plaintiff”):

1. Pillonato admits that the Amended Complaint purports to be brought under the statutes and regulations cited in Paragraph 1 of the Amended Complaint.

JURISDICTION AND VENUE

2. Paragraph 2 calls for a legal conclusion, and thus, no response is required.

3. Paragraph 3 calls for a legal conclusion, and thus, no response is required.

PLAINTIFF

4. Admitted.

5. Admitted.

DEFENDANTS

6. Pillonato denies that Pointbreak Media, LLC (“Pointbreak”) has its principal place of business in Deerfield Beach, Florida, or that it does business as Pointbreak Solutions. Pillonato further denies any allegation that Pointbreak is still in operation or existence. The remaining allegations contained in Paragraph 6 are admitted.

7. Pillonato denies that DCP Marketing, LLC (“DCP”) has its principal place of business in Deerfield Beach, Florida and that DCP Marketing briefly did business as Pointbreak. The remaining allegations contained in Paragraph 7 are admitted.

8. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 8. To the extent an answer is required, the allegations are denied.

9. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 9. To the extent an answer is required, the allegations are denied.

10. Admitted.

11. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 11. To the extent an answer is required, the allegations are denied.

12. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 12. To the extent an answer is required, the allegations are denied.

13. Pillonato denies that Allstar Data, LLC (“Allstar”) has its principal place of business in Deerfield Beach, Florida. Pillonato is without sufficient knowledge and information

to form a belief as to the truth of the remaining allegations contained in Paragraph 13. To the extent further answer is required, the remaining allegations are denied.

14. Pillonato admits that National Business Listings, LLC (“National Business Listings”) has its principal place of business in Deerfield Beach, Florida. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 14. To the extent further answer is required, the remaining allegations are denied.

15. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 15. To the extent an answer is required, the allegations are denied.

16. Pillonato admits that he is an owner and manager of DCP Marketing and Modern Source and was an owner and manager of Pointbreak. Pillonato further admits that he resides in Parkland, Florida. The remaining allegations contained in Paragraph 16 are denied.

17. Pillonato admits that Justin Ramsey resides in Boca Raton, Florida and that he is owner and manager of Modern Source. Pillonato further admits that Justin Ramsey was an owner and manager of Pointbreak. The remaining allegations contained in Paragraph 17 are denied.

18. Pillonato admits that to the best of his knowledge, Jones resides in Irvine, California. The remaining allegations contained in Paragraph 18 are denied.

19. Pillonato admits that Diaz served as treasurer of Pointbreak. Pillonato is without knowledge and information to form a belief as to the accuracy of the allegation pertaining to where Diaz resides. The remaining allegations contained in Paragraph 19 are denied.

20. Pillonato is without knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20. To the extent an answer is required, the allegations are denied.

21. Pillonato is without knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21. To the extent an answer is required, the allegations are denied.

22. Pillonato admits that Yates resides in Delray Beach, Florida. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 22. To the extent further answer is required, the remaining allegations are denied.

23. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 23. To the extent an answer is required, the allegations are denied.

RELIEF DEFENDANTS

24. Pillonato admits that Stephanie Watt resides in this district and that she has received funds from DCP as compensation for services rendered. The remaining allegations contained in Paragraph 24 are denied.

25. Pillonato admits that Jennefer Ramsey resides in this district. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 25. To the extent further answer is required, the remaining allegations are denied.

COMMON ENTERPRISE

26. Paragraph 26 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

27. Paragraph 27 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied. Pillonato specifically denies that any acts or practices occurred that constituted a common enterprise. Pillonato further specifically denies any knowledge of any unlawful acts or practices of any defendant.

COMMERCE

28. Paragraph 28 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

DEFENDANTS' BUSINESS ACTIVITIES

Overview

29. Denied that Pillonato, Pointbreak, Modern Source, Justin Ramsey and DCP operated a telemarketing scam. Pillonato further denies that Pointbreak threatened small business owners or promised them unique keywords. Pillonato further denies that Pointbreak ever charged more than \$500 for its claiming and verification service. The remaining allegations contained in Paragraph 29 are admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 29. To the extent further answer is required, the remaining allegations are denied.

30. Denied as to Pillonato and DCP. Pillonato further denies that Pointbreak or Modern Source ever promised that customers would receive first-page placement in Google search results as a result of their services. Pillonato further denies that Pointbreak and Modern Source always charged \$949.99 for their search engine optimization services, but admits that

they charged up to that amount. The remaining allegations contained in Paragraph 30 are admitted as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 30. To the extent further answer is required, the remaining allegations are denied.

31. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak wrote itself checks without any consumers' knowledge or authorization. Pillonato admits that Pointbreak wrote itself \$100 checks at various points in time. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 31. To the extent further answer is required, the remaining allegations are denied.

Google My Business

32. Denied as to Pillonato, Modern Source, and DCP. Admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 32. To the extent further answer is required, the remaining allegations are denied.

33. Pillonato denies that claiming a business takes no more than 15 minutes. The remaining allegations contained in Paragraph 33 are admitted.

34. Pillonato denies that the process of claiming and verifying a Google business listing does not involve identifying keywords. The remaining allegations contained in Paragraph 34 are admitted.

Defendants Target Consumers¹ With Threatening Robocalls

35. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that any calls Pointbreak placed were threatening. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 35. To the extent further answer is required, the remaining allegations are denied.

36. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 36. To the extent an answer is required, the allegations are denied.

37. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak delivered recorded messages claiming to be authorized by Google. Pillonato further denies that any calls Pointbreak placed were threatening. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 37. To the extent further answer is required, the remaining allegations are denied.

38. Denied as to Pillonato, Modern Source, and DCP. Admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 38. To the extent further answer is required, the remaining allegations are denied.

39. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to

¹ Pillonato expressly denies any allegation that he, Pointbreak, Modern Source, or DCP contacted any consumer that is not a business.

the truth of the allegations contained in Paragraph 39. To the extent further answer is required, the remaining allegations are denied.

40. Denied as to Pillonato, Modern Source, and DCP. Admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 40. To the extent further answer is required, the remaining allegations are denied.

41. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. Pillonato admits that National Business Listings transmitted the message referenced in Paragraph 41, but denies that it was sent as a robocall. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 41. To the extent further answer is required, the remaining allegations are denied.

42. Pillonato denies that he, Modern Source, or DCP used robocalls, or that Pointbreak used any robocalls whatsoever containing “numerous false and misleading statements.”

43. Admitted as to Pillonato and DCP. Pillonato denies that Pointbreak and Modern Source do not provide Google services. Pillonato further denies that Pointbreak does not have authorization from Google, as Google broadly defines an “authorized representative” as “[a]ny individual or company that manages business information on Google My Business for a business that they don’t own.”² The remaining allegations contained in Paragraph 43 are admitted as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 43. To the extent further answer is required, the remaining allegations are denied.

² <https://support.google.com/business/answer/3038177?hl=en>

44. Pillonato denies that he or DCP called small businesses. Pillonato further denies that whether a business owner has claimed and verified a business does not impact whether Google labels the business as permanently closed or “removes” it from search results. Pillonato is without sufficient knowledge and information to form a belief as to whether any particular small business called by any defendant faced a risk of being removed from Google search results. To the extent further answer is required, the remaining allegations are denied.

45. Denied as to Pillonato, Modern Source, and DCP. Pillonato further specifically denies that he, Modern Source, or DCP place robocalls. Upon information and belief, admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 45. To the extent further answer is required, the remaining allegations are denied.

46. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. Pillonato further specifically denies that he, Modern Source, or DCP place robocalls. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 46. To the extent further answer is required, the remaining allegations are denied.

Defendants’ Sales Agents Use False Statements to Sell Google Listing Services

47. Denied as to Pillonato, Modern Source, and DCP. Pillonato further specifically denies that he, Modern Source, or DCP place robocalls. Pillonato further denies that Pointbreak sales agents claimed that any defendant was authorized by, or affiliated with, Google. Pillonato further denies that Pointbreak sales agents claimed that paying any defendant was the only way to claim or verify a Google My Business listing. Pillonato further denies that Pointbreak sales agents claimed that failing to claim and verify a Google My Business listing would necessarily

result in the business being removed from Google business listings or in the business being marked as closed. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 47. To the extent further answer is required, the remaining allegations are denied.

48. The allegations contained in Paragraph 48 are vague and ambiguous and Pillonato therefore lacks the information or knowledge sufficient to form a belief as to their truth or falsity. Pillonato denies any implication that he, Modern Source, or DCP made any of the claims identified in Paragraph 47. Pillonato further denies any implication that Pointbreak sales agents claimed that any defendant was authorized by, or affiliated with, Google. Pillonato further denies any implication that Pointbreak sales agents claimed that paying any defendant was the only way to claim or verify a Google My Business listing. Pillonato further denies any implication that Pointbreak sales agents claimed that failing to claim and verify a Google My Business listing would necessarily result in the business being removed from Google business listings or in the business being marked as closed. Pillonato further denies any implication that Pointbreak did not have authorization from Google. Pillonato further denies any implication that paying Pointbreak would not allow the consumer to link certain keywords to the consumer's Google My Business listing, potentially resulting in more prominent search result placement. Pillonato admits that Pointbreak was not affiliated with Google. Pillonato further admits that paying defendants is not the only method of claiming and verifying a Google My Business listing. Pillonato further admits that failing to claim and verify a Google My Business listing does not necessarily result in the business being removed from Google business listings or in the business being marked as closed. With respect to all other defendants, Pillonato is without

sufficient knowledge and information to form a belief as to the truth of any claims they may have made. To the extent further answer is required, the remaining allegations are denied.

49. Pillonato denies that he and Justin Ramsey drafted a script used by Pointbreak's sales agents. Pillonato further denies that any script used by Pointbreak's sales agents contained misrepresentations. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 49. To the extent further answer is required, the remaining allegations are denied.

Defendants' Claims of Google Authorization or Affiliation

50. Denied as to Pillonato and DCP. Upon information and belief, denied as to Pointbreak and Modern Source. Pillonato further specifically denies that any such statements made by Pointbreak or Modern Source sales agents were authorized, as making such statements would result in a sales agent's immediate termination. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 50. To the extent further answer is required, the remaining allegations are denied.

51. Denied as to Pillonato and DCP. Upon information and belief, Pillonato further denies that Pointbreak and Modern Source sales agents made the statements referenced in Paragraph 51. Pillonato further specifically denies that any such statements made by Pointbreak or Modern Source sales agents were authorized, as making such statements would result in a sales agent's immediate termination. The remaining allegations contained in Paragraph 51 are admitted as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations

contained in Paragraph 51. To the extent further answer is required, the remaining allegations are denied.

52. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 52. To the extent further answer is required, the remaining allegations are denied.

53. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 53. To the extent further answer is required, the remaining allegations are denied.

54. Denied as to Pillonato, Modern Source, and DCP. Upon information and belief, denied as to Pointbreak. Pillonato further specifically denies that any such statements made by Pointbreak sales agents were authorized, as making such statements would result in a sales agent's immediate termination. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 54. To the extent further answer is required, the remaining allegations are denied.

55. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 55. To the extent further answer is required, the remaining allegations are denied.

56. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. Pillonato further specifically denies that the statement that Pointbreak is a data service provider for Google was a misrepresentation. Pillonato further specifically denies he or Justin Ramsey drafted any script

used by sales agents. Furthermore, the script referred to in Paragraph 56 speaks for itself, and anything contrary thereto is denied. Pillonato further specifically denies that the statements purportedly quoting the script referred to in Paragraph 56 constitute misrepresentations. Pillonato further specifically denies that Pointbreak and Modern Source sales agents were only to disclose their employer if directly asked, as they were required to affirmatively disclose that the service contracts they were marketing were with Modern Source or Pointbreak, as applicable. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 56. To the extent further answer is required, the remaining allegations are denied.

57. The allegations contained in Paragraph 57 are vague and ambiguous and Pillonato therefore lacks the information or knowledge sufficient to form a belief as to their truth or falsity. Pillonato specifically denies any implication that he, Pointbreak, Modern Source, or DCP made any of the claims referred to in Paragraph 57. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of any claims they may have made. To the extent further answer is required, the remaining allegations are denied.

58. Admitted as to Pillonato and DCP. Pillonato denies that Google does not approve of third-party services that manage Google My Business listings for other companies generally. Pillonato is without sufficient knowledge and information to form a belief as to whether Google approved of or endorsed services offered by Pointbreak and Modern Source specifically. The remaining allegations contained in Paragraph 58 are admitted as to Pointbreak and Modern Source. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 58. To the extent further answer is required, the remaining allegations are denied.

Defendant's Threats of Removal from Google

59. Denied as to Pillonato, Modern Source, and DCP. Admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 59. To the extent further answer is required, the remaining allegations are denied.

60. Denied as to Pillonato, Modern Source, and DCP. Admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 60. To the extent further answer is required, the remaining allegations are denied.

61. Denied as to Pillonato, Modern Source, and DCP. Admitted that Pointbreak assisted consumers by claiming and verifying the consumers' Google business listing on the consumers' behalf. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 61. To the extent further answer is required, the remaining allegations are denied.

62. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak ever threatened consumers. Upon information and belief, Pillonato further denies that Pointbreak sales agents made the statements referenced in Paragraph 62. Pillonato further specifically denies that any such statements made by Pointbreak sales agents were authorized, as making such statements would result in a sales agent's immediate termination. Pillonato is without sufficient knowledge and information to form a belief as to the truth of what actions undercover FTC investigators took. Pillonato admits that Pointbreak agents would inform uninterested consumers that a possible risk of failing to claim and verify a business is removal from search results. With respect to all other defendants, Pillonato is without sufficient

knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 62. To the extent further answer is required, the remaining allegations are denied.

63. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 63. To the extent further answer is required, the remaining allegations are denied.

64. Pillonato denies that he and Justin Ramsey drafted any script for Pointbreak. The script referred to in Paragraph 64 speaks for itself, and anything contrary thereto is denied.

65. The allegations contained in Paragraph 65 are vague and ambiguous and Pillonato therefore lacks the information or knowledge sufficient to form a belief as to their truth or falsity. Pillonato specifically denies any implication that he, Modern Source, or DCP made any of the claims referred to in Paragraph 65. Pillonato further denies that when Pointbreak sales agents stated that a consumer's Google business listing had not been claimed or verified that those statements were false. Pillonato further denies that a business without a claimed and verified Google business listing does not run a risk of being removed from the search engine or being pushed farther down search engine results. Pillonato further denies that any offer Pointbreak made to help claim and verify Google business listings on a consumer's behalf were false. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of any claims they may have made. To the extent further answer is required, the remaining allegations are denied.

66. Denied.

67. Admitted.

68. Denied as to Pillonato, Modern Source, and DCP. Upon information and belief, admitted as to Pointbreak. However, Pillonato specifically denies that any such statements made

by Pointbreak sales agents were authorized, as knowingly making such a false claim would result in a sales agent's immediate termination. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 68. To the extent further answer is required, the remaining allegations are denied.

69. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 69. To the extent further answer is required, the remaining allegations are denied.

Defendants' Promises of Unique Keywords Linked to the Consumer's Business

70. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak sales agents threatened consumers. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 70. To the extent further answer is required, the remaining allegations are denied.

71. The script referred to in Paragraph 71 speaks for itself, and anything contrary thereto is denied. To the extent further answer is required, the remaining allegations are denied.

72. Denied as to Pillonato, Modern Source, and DCP. Upon information and belief, denied as to Pointbreak. Pillonato further specifically denies that any such statements made by Pointbreak sales agents were authorized, as making such statements would result in a sales agent's immediate termination. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 72. To the extent further answer is required, the remaining allegations are denied.

73. Denied as to Pillonato, Modern Source, and DCP. Upon information and belief, denied as to Pointbreak. Pillonato further specifically denies that any such statements made by Pointbreak sales agents were authorized, as making such statements would result in a sales agent's immediate termination. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 73. To the extent further answer is required, the remaining allegations are denied.

74. Upon information and belief, denied. Pillonato further specifically denies that any such statements made by Pointbreak sales agents were authorized, as making such statements would result in a sales agent's immediate termination.

75. Pillonato is without sufficient knowledge and information to form a belief as to what an undercover FTC investigator may have asked. Upon information and belief, the remaining allegations contained in Paragraph 75 are denied. Pillonato further specifically denies that any such statements made by Pointbreak sales agents were authorized, as making such statements would result in a sales agent's immediate termination.

76. Upon information and belief, denied. Pillonato further specifically denies that any such statements made by Modern Source sales agents were authorized, as making such statements would result in a sales agent's immediate termination.

77. The allegations contained in Paragraph 77 are vague and ambiguous and Pillonato therefore lacks the information or knowledge sufficient to form a belief as to their truth or falsity. Pillonato specifically denies any implication that he, Modern Source, or DCP made any of the claims referred to in Paragraph 77. Pillonato further denies that Pointbreak promised customers that their businesses would appear on the first page of search results. Pillonato further denies that Pointbreak promised consumers that it could provide them with unique or exclusive

keywords. Pillonato further denies that identifying keywords is not part of the claiming and verification process of Google My Business listings. Pillonato admits that businesses cannot claim exclusive use to keywords. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of any claims they may have made. To the extent further answer is required, the remaining allegations are denied.

78. Pillonato denies that Pointbreak did not register keywords for consumers with Google, but admits that Pointbreak did not register unique keywords. Admitted as to Pillonato, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 78. To the extent further answer is required, the remaining allegations are denied.

79. Denied.

80. Pillonato and DCP do not sell services to consumers. Denied as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 80. To the extent further answer is required, the remaining allegations are denied.

81. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak ever charged more than \$500 for its claiming and verification services. Pillonato further denies that Pointbreak sales agents told consumers that they were unsure whether or not there would be a cost for its services. Furthermore, Pillonato specifically denies that any such statements made by Pointbreak sales agents were authorized, as making such a claim would result in discipline. Upon information and belief, the remaining allegations contained in Paragraph 81 are admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations

contained in Paragraph 81. To the extent further answer is required, the remaining allegations are denied.

82. Pillonato and DCP do not sell services to consumers. Admitted as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 82. To the extent further answer is required, the remaining allegations are denied.

83. Pillonato and DCP do not sell services to consumers. Admitted as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 83. To the extent further answer is required, the remaining allegations are denied.

84. Upon information and belief, admitted.

85. Pillonato denies that Pointbreak and Modern Source only sent contracts to some consumers and that it only sent contracts after receiving payment, but admits that it sent contracts to all consumers prior to receiving payment. The contract referred to in Paragraph 85 speaks for itself, and any allegations contrary thereto are denied. With respect to all other corporate defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 85. To the extent further answer is required, the remaining allegations are denied.

Defendants Upsell Consumers on a “Citation Program”

86. Admitted.

87. Pillonato denies that representatives of Pointbreak or Modern Source who called to finalize business listings failed to finalize business listings on that call, but admits that these representatives promoted a Citation Program as well. With respect to all other corporate

defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 87. To the extent further answer is required, the remaining allegations are denied.

88. Denied as to Pillonato and DCP. Upon information and belief, denied as to Pointbreak and Modern Source. Pillonato further specifically denies that any such statements made by Pointbreak or Modern Source sales agents were authorized, as making such statements would result in a sales agent's immediate termination. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 88. To the extent further answer is required, the remaining allegations are denied.

89. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. Pillonato specifically denies that he or DCP have had any conversations with consumers. Pillonato further specifically denies that Pointbreak or Modern Source made or were aware of misrepresentations made to consumers in need of correction. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 89. To the extent further answer is required, the remaining allegations are denied.

90. Pillonato denies that he or DCP have communicated with consumers or offered a Citation Program. Pillonato further denies that any recurring monthly payments charged by Pointbreak or Modern Source had no end date. The remaining allegations contained in Paragraph 90 are admitted as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the

truth of the allegations contained in Paragraph 90. To the extent further answer is required, the remaining allegations are denied.

91. Denied as to Pillonato and DCP. Admitted as to Pointbreak and Modern Source. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 91. To the extent further answer is required, the remaining allegations are denied.

92. Denied as to Pillonato and DCP. Admitted that Pointbreak and Modern Source sent consumers who agree to purchase their services contracts, which they are then asked to sign electronically. The contract referred to in Paragraph 92 speaks for itself, and any allegations contrary thereto are denied. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 92. To the extent further answer is required, the remaining allegations are denied.

93. The contract referred to in Paragraph 93 speaks for itself, and any allegations contrary thereto are denied. To the extent further answer is required, the remaining allegations are denied.

94. The allegations contained in Paragraph 94 are vague and ambiguous and Pillonato therefore lacks the information or knowledge sufficient to form a belief as to their truth or falsity. Pillonato specifically denies that he, Pointbreak, Modern Source, or DCP made false or misleading claims. Upon information and belief, Pillonato admits that no third party can guarantee that a business will appear on the first page of Google search results. Pillonato is without sufficient knowledge and information to form a belief as to whether the remaining defendants make false or misleading claims. To the extent further answer is required, the remaining allegations contained in Paragraph 94 are denied.

95. Denied as to the Citation Program sold by Pointbreak and Modern Source. With respect to any other Citation Program, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 95. To the extent further answer is required, the remaining allegations contained in Paragraph 95 are denied.

Defendants' Unauthorized Consumer Billing

96. Pillonato admits that Pointbreak's merchant account was closed in or around October 2017 and lost the ability to accept payment by credit card as a result. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 96. To the extent further answer is required, the remaining allegations contained in Paragraph 96 are denied.

97. Pillonato admits that he and DCP did not sell any services, but denies that they ever took money from customers. Pillonato further denies that Pointbreak and Modern Source took money from customers' checking accounts without their knowledge, consent, or authorization, or without any apparent reason or justification. Pillonato further denies that Pointbreak took money out of customers' checking accounts in response to the closure of its merchant account. Pillonato further denies that Pointbreak and Modern Source had not sold services that required payments in the amount of \$100. Pillonato admits that Pointbreak created remote checks on behalf of customers in or around late October 2017 that represented deferred payments owed and authorized by those customers. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 97. To the extent further answer is required, the remaining allegations are denied.

98. Denied as to Pillonato, DCP, and Modern Source. Furthermore, the checks referred to in Paragraph 98 speak for themselves, and anything contrary thereto is denied. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 98. To the extent further answer is required, the remaining allegations are denied.

**DEFENDANTS' COMMON ENTERPRISE
AND SHIFTING CORPORATE IDENTITIES**

99. That defendants operated a common enterprise is a legal conclusion to which no response is required. Pillonato admits that Pointbreak, Modern Source, and DCP have certain owners in common. The remaining allegations are denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 99. To the extent further answer is required, the remaining allegations are denied.

Pointbreak Media, LLC

100. Upon information and belief, admitted.

101. Pillonato admits that Pointbreak filed in July 2017 for authorization to transact business in Florida. The filing referred to in Paragraph 101 speaks for itself, and any allegations contrary thereto are denied.

102. The filing referred to in Paragraph 102 speaks for itself, and any allegations contrary thereto are denied.

103. The filing referred to in Paragraph 103 speaks for itself, and any allegations contrary thereto are denied.

104. Pillonato admits that Pointbreak employed Yates as a sales agent. The remaining allegations contained in Paragraph 104 are denied.

105. Pillonato admits that Pointbreak sold claiming and verification services and citation services, but specifically denies that it used deceptive claims to do so, and is without sufficient knowledge and information to form a belief as to the specific dates on which it did so. Pillonato further admits that Pointbreak accepted money from customers, but is without sufficient knowledge and information to form a belief as to the specific dates on which it did so, and denies that it ever did so without authorization. The remaining allegations contained in Paragraph 105 are denied.

106. Upon information and belief, admitted.

107. Pillonato denies that Pointbreak has done business as Pointbreak Solutions. The remaining allegations contained in Paragraph 107 are admitted.

108. Upon information and belief, denied. Pillonato admits that Justin Ramsey opened one merchant bank account for Pointbreak.

109. Denied as to Pillonato, Modern Source, and DCP. Admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 109. To the extent further answer is required, the remaining allegations are denied.

110. Pillonato admits that he signed an agreement with a telecommunications company from which he obtained toll-free numbers that both Pointbreak and Modern Source have provided to customers. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 110. To the extent further answer is required, the remaining allegations are denied.

111. Pillonato admits that Pointbreak sent or received money to or from Diaz and DCP Marketing. Pillonato is without sufficient knowledge and information to form a belief as to the

truth of the remaining allegations contained in Paragraph 111. To the extent further answer is required, the remaining allegations are denied.

112. Pillonato admits that Pointbreak paid rent at its 951 Broken Sound Parkway, Suite 188, Boca Raton, Florida 33487 address, but denies that Pointbreak paid the rent of any other person or business. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 112. To the extent further answer is required, the remaining allegations are denied.

113. Pillonato denies that Pointbreak operated a scam. The remaining allegations contained in Paragraph 113 are admitted.

114. Pillonato admits that he, Pointbreak, and Justin Ramsey were sued by a private plaintiff in July 2017, and that the suit alleged violations of the Telephone Consumer Protection Act. Pillonato further admits that the plaintiff voluntarily dismissed the case. Pillonato neither admits nor denies that he, Pointbreak, Modern Source, or DCP entered into a settlement agreement with the plaintiff. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 114. To the extent further answer is required, the remaining allegations are denied.

115. Pillonato admits that plaintiffs filed new Telephone Consumer Protection Act complaints in September 2017 that were voluntarily dismissed in November 2017.

116. Pillonato is without sufficient knowledge and information to form a belief as to whether consumers made complaints to the FTC. The remaining allegations contained in Paragraph 116 are admitted.

117. Pillonato admits that a reporter showed up at Pointbreak's call center unannounced and subsequently published a story regarding Pointbreak. Pillonato is without

sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 117. To the extent further answer is required, the remaining allegations are denied.

118. Pillonato admits that Pointbreak's Bank of America merchant account was closed in or around October 2017. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 118. To the extent further answer is required, the remaining allegations are denied.

119. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 119. To the extent an answer is required, the allegations are denied.

120. Pillonato admits that all remotely created checks created by Pointbreak bore Justin Ramsey's electronic signature, regardless of who created the checks. Upon information and belief, the remaining allegations contained in Paragraph 120 are denied.

121. Pillonato is without sufficient knowledge and information to form a belief as to how he was identified on Pointbreak's Wells Fargo checking account or as to the dates that any particular actions were taken with respect to that account. The remaining allegations contained in Paragraph 121 are admitted.

122. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak ever deposited unauthorized checks. Upon information and belief, the remaining allegations contained in Paragraph 122 are admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 122. To the extent further answer is required, the remaining allegations are denied.

123. Admitted.

124. Upon information and belief, admitted.

DCP Marketing, LLC

125. Admitted.

126. Admitted.

127. Admitted.

128. Pillonato admits that DCP received money from Pointbreak in or around August and September 2017 and transferred it to another company, but denies that the money was “funneled” or that the transfer was related to any pressure on Pointbreak’s business. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 128. To the extent further answer is required, the remaining allegations are denied.

129. Pillonato admits that DCP received money from Pointbreak in or around August 2017 and transferred it to another company in or around August and September 2017. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 129. To the extent further answer is required, the remaining allegations are denied.

130. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 130. To the extent an answer is required, the allegations are denied.

131. Upon information and belief, admitted.

132. Admitted.

133. Admitted.

134. Upon information and belief, admitted.

135. Pillonato admits that in or around November 2017 Pointbreak terminated all of its employees and, as a result, stopped paying them. Pillonato further admits that some former Pointbreak employees then began working for Modern Source, to whom DCP provided temporary logistical support, which resulted in DCP transferring money to those employees. Pillonato further admits that other former Pointbreak employees began working for Modern Spotlight in or around November 2017, but is without sufficient knowledge and information to form a belief as to whether Modern Spotlight Group paid those former Pointbreak employees.

136. Pillonato admits that DCP sent or received money, either directly or indirectly, to and from Pillonato, Pointbreak, Modern Source, Yates, Perfect Image Online, Allstar, and Watt. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 136. To the extent further answer is required, the remaining allegations are denied.

Modern Spotlight LLC and Modern Spotlight Group LLC

137. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 137. To the extent an answer is required, the allegations are denied.

138. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 138. To the extent an answer is required, the allegations are denied.

139. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 139. To the extent an answer is required, the allegations are denied.

140. Admitted.

141. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 141. To the extent an answer is required, the allegations are denied.

142. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 142. To the extent an answer is required, the allegations are denied.

143. Pillonato asserts his Fifth Amendment Privilege to remain silent as to the allegations contained in Paragraph 143.

144. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 144. To the extent an answer is required, the allegations are denied.

145. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 145. To the extent an answer is required, the allegations are denied.

146. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 146. To the extent an answer is required, the allegations are denied.

147. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 147. To the extent an answer is required, the allegations are denied.

148. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 148. To the extent an answer is required, the allegations are denied.

149. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 149. To the extent an answer is required, the allegations are denied.

150. Admitted. Pillonato denies that Pointbreak, DCP Marketing, and Modern Spotlight Group have ever shared office space.

151. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 151. To the extent an answer is required, the allegations are denied.

152. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 152. To the extent an answer is required, the allegations are denied.

153. Pillonato admits that in or around mid-November 2017 Pointbreak terminated all of its employees, most of which then went to work for Modern Spotlight Group. Pillonato is without sufficient knowledge and information to form a belief as to whether those former Pointbreak employees were paid by Modern Spotlight Group.

154. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 154. To the extent an answer is required, the allegations are denied.

155. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 155. To the extent an answer is required, the allegations are denied.

156. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 156. To the extent an answer is required, the allegations are denied. Pillonato specifically denies that Pointbreak and Modern Spotlight Group were the same company.

157. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 157. To the extent an answer is required, the allegations are denied.

158. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 158. To the extent an answer is required, the allegations are denied.

159. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 159. To the extent an answer is required, the allegations are denied.

160. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 160. To the extent an answer is required, the allegations are denied.

161. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 161. To the extent an answer is required, the allegations are denied.

Modern Source Media, LLC

162. Admitted.

163. Admitted.

164. Admitted.

165. Pillonato admits that he is a signatory on at least one Modern Source checking account. Pillonato is without sufficient knowledge and information to form a belief as to whether DCP made the initial deposit into that account.

166. Pillonato denies that Modern Source incorporated. The remaining allegations contained in Paragraph 166 are admitted.

167. Admitted.

168. Pillonato hereby incorporates his responses to Paragraphs 86-95 above. Pillonato admits that Modern Source has marketed services to Modern Spotlight Group customers. To the extent further answer is required, the remaining allegations contained in Paragraph 168 are denied.

169. Upon information and belief, denied. Pillonato further specifically denies that Modern Source and Modern Spotlight were ever “sister companies.” Pillonato further specifically denies that any such statements made by Modern Source sales agents were authorized, as making such statements would result in a sales agent’s immediate termination.

170. Upon information and belief, denied. Pillonato further specifically denies that any Modern Source agent ever worked for the company for almost two years. Pillonato further specifically denies that Pointbreak, Modern Source, and Modern Spotlight were or are the same company. Pillonato further specifically denies that Pointbreak ever changed its name to Modern Spotlight or Modern Source. Pillonato further specifically denies that any such statements made

by Modern Source sales agents were authorized, as making such statements would result in a sales agent's immediate termination.

171. Upon information and belief, admitted.

172. The agreements referred to in Paragraph 172 speak for themselves, and anything contrary thereto is denied.

173. Upon information and belief, Pillonato denies that Modern Source has sent or received money, either directly or indirectly, to and from Pillonato. Pillonato admits that Modern Source has sent or received money, either directly or indirectly, to and from DCP. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 173. To the extent further answer is required, the remaining allegations are denied.

Perfect Image Online LLC

174. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 174. To the extent an answer is required, the allegations are denied.

175. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 175. To the extent an answer is required, the allegations are denied.

176. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 176. To the extent an answer is required, the allegations are denied.

177. Pillonato admits that Carver is an owner of Perfect Image Online. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining

allegations contained in Paragraph 177. To the extent further answer is required, the remaining allegations are denied.

178. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 178. To the extent an answer is required, the allegations are denied.

179. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 179. To the extent an answer is required, the allegations are denied.

Modern Internet Marketing LLC

180. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 180. To the extent an answer is required, the allegations are denied.

181. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 181. To the extent an answer is required, the allegations are denied.

182. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 182. To the extent an answer is required, the allegations are denied.

183. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 183. To the extent an answer is required, the allegations are denied.

184. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 184. To the extent an answer is required, the allegations are denied.

Allstar Data, LLC

185. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 185. To the extent an answer is required, the allegations are denied.

186. Pillonato admits that Justin Ramsey is the sole owner, manager, and officer of Allstar. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 186. To the extent further answer is required, the remaining allegations are denied.

187. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 187. To the extent an answer is required, the allegations are denied.

188. Pillonato admits that some of Ramsey's ownership distributions from Pointbreak were sent to Allstar.

189. Pillonato admits that Modern Source and National Business Listings operated from the office space referenced in Paragraph 189. Pillonato denies that Pointbreak or DCP operated from the office space referenced in Paragraph 189. Pillonato further denies that the lease for the office space referenced in Paragraph 189 was assigned to Allstar by Modern Spotlight. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 189. To the extent further answer is required, the remaining allegations are denied.

190. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 190. To the extent an answer is required, the allegations are denied.

191. Pillonato admits that Allstar has sent or received money, either directly or indirectly, to or from Pointbreak and DCP. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 191. To the extent further answer is required, the remaining allegations are denied.

National Business Listings, LLC

192. Pillonato admits that Yates formed National Business Listings, LLC in Florida. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 192. To the extent further answer is required, the remaining allegations are denied.

193. Admitted.

194. Admitted.

195. Denied.

196. Pillonato admits that National Business Listings sold claiming and verification services to small business owners. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the remaining allegations contained in Paragraph 196. To the extent further answer is required, the remaining allegations are denied.

197. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 197. To the extent an answer is required, the allegations are denied.

Pinnacle Presence LLC

198. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 198. To the extent an answer is required, the allegations are denied.

199. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 199. To the extent an answer is required, the allegations are denied.

200. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 200. To the extent an answer is required, the allegations are denied.

201. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 201. To the extent an answer is required, the allegations are denied.

202. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 202. To the extent an answer is required, the allegations are denied.

203. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 203. To the extent an answer is required, the allegations are denied.

204. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 204. To the extent an answer is required, the allegations are denied.

VIOLATIONS OF SECTION 5 OF THE FTC ACT

205. The statute cited in Paragraph 205 speaks for itself, and anything contrary thereto is denied.

206. Paragraph 206 states a legal conclusion, to which no response is required. Furthermore, the statute cited in Paragraph 206 speaks for itself, and anything contrary thereto is denied.

207. Paragraph 207 states a legal conclusion, to which no response is required. Furthermore, the statute cited in Paragraph 207 speaks for itself, and anything contrary thereto is denied.

COUNT I – Deceptive Representations

208. Pillonato denies that he or DCP marketed, offered for sale, or sold Google listing or search engine optimization services. Pillonato further denies that Modern Source marketed, offered for sale, or sold Google listing services. Pillonato admits that Modern Source marketed, offered for sale, or sold search engine optimization services and that Pointbreak marketed, offered for sale, or sold Google listing or search engine optimization services. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 208. To the extent further answer is required, the remaining allegations are denied.

A. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 208(A). To the extent further answer is required, the remaining allegations are denied.

B. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak represented that the closure of any consumers' business was necessarily imminent. The remaining allegations contained in Paragraph 208(B) are admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 208(B). To the extent further answer is required, the remaining allegations are denied.

C. Denied as to Pillonato, Modern Source, and DCP. Pillonato further denies that Pointbreak represented that assigning keywords to businesses would necessarily result in prominent display of the businesses' websites or listings. The remaining allegations contained in Paragraph 208(C) are admitted as to Pointbreak. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 208(C). To the extent further answer is required, the remaining allegations are denied.

D. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 208(D). To the extent further answer is required, the remaining allegations are denied.

209.

A. Admitted as to Pillonato, Modern Source, and DCP. Pillonato denies that Pointbreak did not have authorization from Google to perform the services it

sold. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 209(A). To the extent further answer is required, the remaining allegations are denied.

B. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 209(B). To the extent an answer is required, the allegations are denied.

C. Denied.

D. Admitted as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 209(D). To the extent further answer is required, the remaining allegations are denied.

210. Pillonato denies that he, Pointbreak, Modern Source, or DCP made the representations referenced in Paragraph 210. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to whether they made the representations referenced in Paragraph 210. The remainder of Paragraph 210 calls for a legal conclusion, and thus, no response is required. To the extent further answer is required, the remaining allegations are denied.

COUNT II – Unfair Billing Practices

211. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to

the truth of the allegations contained in Paragraph 211. To the extent further answer is required, the remaining allegations are denied.

212. Denied as to Pillonato, Pointbreak, Modern Source, and DCP. With respect to all other defendants, Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 212. To the extent further answer is required, the remaining allegations are denied.

213. Paragraph 213 calls for a legal conclusion, and thus, no response is required. To the extent further answer is required, the remaining allegations are denied.

VIOLATIONS OF THE TELEMARKETING SALES RULE

214. The statutes, regulations, and amendments thereto cited in Paragraph 214 speak for themselves, and anything contrary thereto is denied.

215. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 215. To the extent an answer is required, the allegations are denied. Furthermore, the regulation and amendments thereto cited in Paragraph 215 speak for themselves, and anything contrary thereto is denied.

216. Pillonato is without sufficient knowledge and information to form a belief as to the truth of the allegations contained in Paragraph 216. To the extent an answer is required, the allegations are denied.

217. Admitted.

218. The regulation cited in Paragraph 218 speaks for itself, and anything contrary thereto is denied.

219. The regulation cited in Paragraph 219 speaks for itself, and anything contrary thereto is denied.

220. Paragraph 220 calls for a legal conclusion, and thus, no response is required. Furthermore, the regulation cited in Paragraph 220 speaks for itself and anything contrary thereto is denied.

221. Paragraph 221 calls for a legal conclusion, and thus, no response is required. Furthermore, the regulation cited in Paragraph 221 speaks for itself and anything contrary thereto is denied.

222. Paragraph 222 calls for a legal conclusion, and thus, no response is required. Furthermore, the statute cited in Paragraph 222 speaks for itself and anything contrary thereto is denied.

223. Paragraph 223 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

COUNT III – Initiating or Causing the Initiation of Unlawful Prerecorded Messages

224. Paragraph 224 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

225. Paragraph 225 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

COUNT IV – Calls to Persons Registered on the National Do Not Call Registry

226. Paragraph 226 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

227. Paragraph 227 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

COUNT V – Relief Defendants

228. Denied.

229. Paragraph 229 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

230. Paragraph 230 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

CONSUMER INJURY

231. Paragraph 231 calls for a legal conclusion, and thus, no response is required. To the extent an answer is required, the allegations are denied.

THIS COURT'S POWER TO GRANT RELIEF

232. Paragraph 232 calls for a legal conclusion, and thus, no response is required. Furthermore, the statute cited in Paragraph 232 speaks for itself and anything contrary thereto is denied.

PRAYER FOR RELIEF

To the extent an answer is required to Plaintiff's prayer for relief, Pilonato denies that Plaintiff is entitled to all or any of the relief requested.

GENERAL DENIAL

All allegations set forth in the Amended Complaint not specifically admitted above are denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Plaintiff's Amended Complaint fails to state claims upon which relief may be granted.

Second Affirmative Defense

Any alleged damages suffered by consumers resulted from the acts or omissions of third parties who were not agents of Pillonato, over whom Pillonato exercised no control or authority and for whose conduct Pillonato is not responsible.

Third Affirmative Defense

Monetary damages sought by Plaintiff should be offset by the benefits received by consumers, refunds paid to consumers, settlements with consumers and the costs associated with the sale of services.

Fourth Affirmative Defense

Any telephone calls placed by the Defendants were placed to businesses to induce the purchase of goods or services and are therefore exempt from the Telemarketing Sales Rule under 16 C.F.R. § 310.6(b)(7).

WHEREFORE, Pillonato hereby requests dismissal of the First Amended Complaint for Permanent Injunction and Other Equitable Relief and such other and further relief as the Court deems just and proper.

Date: July 24, 2018

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of July 2018, I caused a copy of the foregoing document to be served via ECF on all parties entitled to receive notice.

/s/ Andrew N. Cove
Andrew N. Cove