

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 18-61017-CIV-ALTONAGA/Seltzer

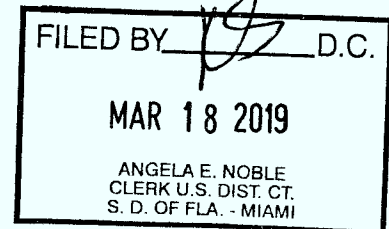
FEDERAL TRADE COMMISSION,

Plaintiff,

v.

POINTBREAK MEDIA, LLC, *et al.*,

Defendants.



Defendants Pillonato and Ramsey's objection to the Magistrates Report

1. The Magistrate was wrong in ruling that there was a common enterprise. The Pocker affidavit specifically stated that the elements of a common enterprise did not exist. The Magistrate ignored the testimony of Michael Pocker that was in the declaration that Ramsey and Pillonato submitted. This testimony refuted that a common enterprise existed. At the very least, Your Honor should hear testimony to determine whose testimony to accept and whether a common enterprise truly exists.
2. The Magistrate's Order specifies the factors to consider: share office space, share employees, comingle funds, coordinate advertising efforts, operate under common control. Pocker's testimony supports the contention that the defendants did not share office space, they did not share employees, and that they did not operate under common control. Pocker's testimony reflects the Modern Source and Modern Spotlight traded office space and the Modern Spotlight actually subleased office space. This is not sharing of office space. Also, the Magistrate's order acknowledges that employees worked for one entity after they completed employment with the other entity. This is not the same as sharing employees. Pocker's affidavit actually refutes virtually all of the elements of the common enterprise, yet this was effectively ignored by the Magistrate. Your Honor should hear testimony to determine whether the elements of a common enterprise in fact exist.
3. The Magistrate's order lists a total of 54 items to be turned over to the receiver. However, Ramsey and Pillonato do not have any of these items in their possession. Therefore, it is impossible for us to turn them over to the Receiver.
4. The definition of "Remotely Created Payment Order" is too broad. It seems to conclude any and all checks and remotely created checks. Since paragraph II of the order prohibits us from

accepting Remotely Created Payment Options, we will be precluded from accepting checks regardless of whether they are remotely created. This definition must be narrowed.

5. The definition of "Telemarketing" is too broad. It includes all uses of a telephone. Paragraph IA of the Order prohibits Ramsey and Pillonato from participating in Telemarketing. Therefore, we are effectively prohibited from using a telephone in any manner whatsoever in conducting any business whatsoever. This is an overbroad restriction which will effectively prohibit us from earning a livelihood.

6. The Plaintiff has settled with all defendants other than Ramsey and Pillonato. Yet, the monetary amount of the judgment does not take into account amounts the Plaintiff has already collected from co-defendants. Based upon our calculations, the plaintiff has received hundreds of thousands of dollars in settlements from co-defendants. Any amounts collected or to be collected by plaintiffs should be reduced from any judgment amount entered on a dollar for dollar basis. Otherwise, this would amount to a double recovery.

7. The Magistrate erred in imposing personal liability on Ramsey and Pillonato. The magistrate ignored the testimony of Beau Strickland which specifically indicated that Ramsey and Pillonato did not support the illegal activities alleged to have taken place.

8. Your Honor if you do not except our objections we request to be heard on the terms of the injunction.

Respectfully Submitted,

Justin Ramsey

Jramsey9799@gmail.com
(561) 343-0350
19149 Skyridge Circle
Boca Raton, Florida 33498

Dustin Pillonato

Pillonatodc@gmail.com
(954) 504-5210
7411 Bristol Lane
Parkland, Florida 33067

CERTIFICATE OF SERVICE

I hereby certify that, on March 18, 2019, a true and correct copy of the foregoing was served on all counsel or parties of record on the Service List, via the method indicated below.


Justin Ramsey

Dustin Pillonato

Service List

Andrew N. Cove
Cove Law
225 South 21st Avenue
Hollywood, FL 33020
Phone: (954) 921-1121
Fax: (954) 921-1621
anc@covelaw.com
*Counsel for Relief Defendants Jennefer Ramsey
and Stephanie Watt (via CM/ECF)*

Aaron M. Cohen
Aaron M. Cohen, PA
Grand Bahamas Professional Park
955 NW 17th Ave. Bldg. D
Delray Beach, FL 33445
Phone: (561) 665-8020
Fax: (561) 665-8021
amc@aaronmcohenpa.com
*Counsel for Defendants Steffan Molina, Perfect
Image Online LLC, and Pinnacle Presence LLC
(via CM/ECF)*

Gregory M. Garno
Genovese Joblove & Battista, P.A.
100 S.E. Second Street, 44th Floor
Miami, FL 33131
Phone: (305) 249-2300
Fax: (305) 349-2310
ggarno@gjb-law.com
*Counsel for Receiver Jonathan Perlman (via
CM/ECF)*

Dustin Pillonato (via email)
7411 Bristol Lane
Parkland, FL 33067
pillonatodc@gmail.com

Chad Gottlieb
DarrowEverett LLP
101 NE Third Avenue, Suite 1500
Fort Lauderdale, FL 33301
Phone: (954) 278-8355
Fax: (401) 453-1201
CGottlieb@DarrowEverett.com
*Counsel for Defendant Ricardo Diaz (via
CM/ECF)*

Kenneth Joseph Ronan
Lavalle Brown & Ronan, P.A.
750 South Dixie Highway
Boca Raton, FL 33432
Phone: (561) 395-0000
Fax: (561) 395-9093
kenronan@lavallebrown.com
*Counsel for Defendants Michael Pocker,
Modern Spotlight LLC, Modern Internet
Marketing LLC, and Modern Spotlight
Group LLC (via CM/ECF)*

Mitchell N. Roth
Roth Jackson Gibbons Condlin, PLC
8200 Greensboro Drive, Suite 820
McLean, VA 22102
Phone: (703) 485-3535
Fax: (703) 485-3523
mroth@rothjackson.com
*Counsel for Relief Defendants Jennefer Ramsey
and Stephanie Watt (via CM/ECF)*

Justin Ramsey (via email)
19149 Skyridge Circle
Boca Raton, FL 33498
jramsey9799@gmail.com