

**STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL**

**IN THE MATTER OF:**

**JACOB JAMES ALIFRAGHIS, an individual  
d/b/a SLR Motorsports, RS4 Performance,  
Surge Performance, Top Speed Technologies,  
Cyclone Engineering, Tuned Engineering,  
ACR Performance, Velocity Motorsports, The Speed Factory,  
XLR Motorsports, and reviewsitenetwork.com.**

**AG Case No. L-10-3-1137**

**Respondent.**

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**ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, the STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, hereinafter referred to as the "Department," caused an investigation to be made into the business practices of JACOB JAMES ALIFRAGHIS, an individual who has conducted business in the state of Florida under several different names, including SLR Motorsports, RS4 Performance, Surge Performance, Top Speed Technologies, Cyclone Engineering, Tuned Engineering, ACR Performance, Velocity Motorsports, The Speed Factory, XLR Motorsports, and reviewsitenetwork.com, that were operated out of his residences and other locations in Tarpon Springs, Florida, hereinafter referred to as "Respondent."

IT APPEARS THAT Respondent is prepared to enter into this Assurance of Voluntary Compliance, hereinafter "AVC," without an admission that Respondent has violated the law and

for the purpose of resolution of this matter with the Department, and the Department, by and through the undersigned Assistant Attorney General, and the undersigned Associate Deputy Attorney General, being in agreement, does in this matter accept this AVC in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the Department by said statute.

### **I. STIPULATED FACTS**

1.1 Respondent engaged in the business of selling automotive performance chips to consumers in the state of Florida, as well as throughout the United States. Respondent advertised his products through various websites including, but not limited to: slrmotorsports.com, performancechips.com, surgeperformance.com, reviewsitenetwork.com, rs4performance.com, topspeedtechnologies.com, and performancechipreviews.com.

1.2 Respondent's businesses sold performance chips for automobiles that purported to increase a vehicle's engine horsepower, improve fuel consumption, and enhance transmission performance, among other claims. Consumers purchased these products from Respondent with the expectation that the products would increase their vehicle's performance based upon representations made on the websites.

1.3 Respondent made several claims about the performance chips he sold that he has not been able to substantiate and that appear, in fact, to be false. Through his websites, Respondent offered a full refund to unsatisfied customers who requested one, but these requests were frequently ignored.

1.4 The Department has investigated allegations that Respondent falsely advertised and marketed automotive performance chips; failed to provide refunds; and misrepresented the

effectiveness of the performance chips sold by his businesses.

1.5 Respondent and the Department desire to resolve all issues arising during the course of this investigation.

1.6 This AVC is based upon the stipulated facts set forth in Paragraphs 1.1 through 1.3 above. The Department shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material way, or the AVC not be complied with in full.

## II. TERMS

2.1 Upon signing this AVC, Respondent shall cease all business operations of SLR Motorsports, RS4 Performance, Surge Performance, Top Speed Technologies, Cyclone Engineering, and reviewsitenetwork.com, and Respondent Jacob James Alifraghis shall not engage in any business operation or enterprise, other than that called for in this AVC, relating to the selling or promoting of any automotive parts for profit.

2.2 As of May 15, 2013, Respondent shall deactivate all websites he used to sell automotive performance chips listed in the attached affidavit and shall not reactivate said websites, or any other websites selling any automotive parts. Upon signing of this AVC, Respondent shall have no other information posted on the websites used to sell automotive performance chips other than that required by Paragraph 4.3 below.

2.3 Respondent shall not register, develop, or otherwise use any websites that appear to publish neutral third-party product reviews or testimonials that are in fact false, for the purpose of advertising any products sold by Respondent or any business with which he has a relationship. Respondent shall not publish or post any false product reviews, testimonials, or

other evaluations of any product with the intent to promote or sell that product or discourage customers from purchasing another product. If Respondent is involved in the operation of any website that publishes product reviews, customer testimonials, or other promotional information for any product, Respondent agrees to maintain verification of the identity of the individual or entity responsible for making statements for the duration it is published on the website and a reasonable time thereafter.

2.4 In any future business endeavors that involve sales of any product or service, Respondent agrees to maintain documentation to substantiate any claims of performance, customer satisfaction, expert testimonials, or any other statements made for the purpose of inducing the customer to make a purchase, for the duration of the publication of such claims and for one year from the date the claims are no longer published.

2.5 Respondent shall cancel the Florida Department of State, Division of Corporations, registration of all fictitious names under which he sold automotive parts within ten (10) days of the execution of this AVC and shall not reactivate said fictitious names.

2.6 Respondent and his representatives, agents, employees, successors, assigns or any other person, who acts under, by, through, or on behalf of Respondent, directly or indirectly, or through any corporate or other device, shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Parts I and II, Florida Statutes.

2.7 Respondent shall not affect any change in any form of doing business or organizational identity as a method of avoiding the terms of this AVC.

2.8 Nothing in this AVC shall be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against the

Respondent. This AVC in no way limits the liability of the Respondent individually to consumers for any amounts paid that were not refunded or for any damages caused by Respondent's products. In addition, nothing herein shall be construed to limit or bar any other governmental entity from pursuing other available remedies against the Respondent for acts and practices addressed by this AVC.

2.9 Respondent shall take all steps necessary to maintain the confidential nature of any and all "personal identification information" obtained from consumers pursuant to section 817.568(1)(f)1-6, Florida Statutes (2011).

2.10 Respondent shall not advertise, market, sell, transfer or dispose of, in any manner other than as referenced above, lists or documents which contain "personal identification information" relating to the Respondent's customers.

### **III. STIPULATED PAYMENT**

3.1 **IT IS FURTHER AGREED** by the parties that Respondent shall pay EIGHTY THOUSAND DOLLARS (\$80,000.00), subject to the payment schedule in Paragraph 3.2 below, to the Department for its investigative and attorney's fees and costs associated with the matter resolved herein. Failure to comply with this AVC shall also subject Respondent to penalties as set forth in Section V of this AVC. Time is of the essence in all payments pursuant to this agreement.

3.2 Payment made pursuant to this AVC by certified funds payable to "The Department of Legal Affairs Revolving Trust Fund." The payment shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes. Payments shall be made according to the following schedule:

(a) TWENTY THOUSAND DOLLARS (\$20,000.00) due at the time this AVC is executed;

(b) SIXTY THOUSAND DOLLARS (\$60,000.00) due within 180 days of the execution of this AVC.

3.3 Should any of the payments owed pursuant to paragraph 3.2 above or paragraph 4.1 below become past due, Respondent agrees that the Department is entitled to a lien against all of the vehicles listed in the attached Exhibit A for their complete value.

#### **IV. CONSUMER RESTITUTION**

4.1 **IT IS FURTHER AGREED** by the parties that Respondent shall issue full refunds of \$79.95 to all 728 consumers listed in the attached Exhibit B. As noted in Exhibit B, some of the consumers purchased more than one device from Respondent. The total amount of refunds owed to the consumers listed in the attached Exhibit B pursuant to this AVC is FIFTY-NINE THOUSAND SIX HUNDRED FORTY-TWO DOLLARS and SEVENTY CENTS (\$59,642.70).

(a) Restitution is to be paid in full within ninety (90) days of the execution of this AVC. Respondent will provide documentation to the Department of all refunds made after execution of this AVC within thirty (30) days of making the refund.

(b) It is the responsibility of Respondent to properly locate and identify the consumers identified in Exhibit B. Respondent shall make a diligent effort to locate all consumers and shall document these efforts for any consumers that cannot be found. This documentation will be provided to the Department within

ninety (90) days of the execution of this AVC.

(c) The amount owed by Respondent pursuant to this paragraph may be reduced if:

1. Respondent provides the Department with adequate documentation that a customer listed on Exhibit B has already received a full refund and therefore is no longer owed any monies; or
2. Respondent provides the Department with adequate documentation that a customer listed on Exhibit B paid less than \$79.95 and therefore is owed an amount less than that listed above.

(d) Respondent shall report any refunds due to customers listed on Exhibit B to the Department that were unclaimed or otherwise not refunded within 120 days of the execution of this AVC and Respondent will report these customers' claims to the Department of Financial Services as unclaimed property pursuant to the provisions of Chapter 717, Florida Statutes before June 1, 2013.

4.2 Respondent agrees to issue refunds to any additional former customers who purchased a performance chip and provide reasonable documentation of their purchase if the refund request is received prior to April 30, 2013. Respondent is not required to issue any refund to customers who were refunded through a credit card charge back or received a refund through other methods.

4.3 Upon the execution of this AVC, Respondent shall prominently post the following notice on all websites that he previously used to sell performance chips:

PURSUANT TO A SETTLEMENT WITH THE FLORIDA

ATTORNEY GENERAL'S OFFICE, THIS COMPANY WILL HONOR REFUND REQUESTS FOR PURCHASES MADE AFTER JULY 1, 2009 IF THE REFUND REQUEST IS RECEIVED PRIOR TO APRIL 30, 2013 FROM CONSUMERS WHO PURCHASED A PERFORMANCE CHIP FROM US. PLEASE SEND YOUR WRITTEN REFUND REQUEST AND DOCUMENTATION OF YOUR PURCHASE TO: STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, 3507 EAST FRONTAGE ROAD #325, TAMPA, FLORIDA 33607.

On the aforementioned websites, Respondent shall have no other text, nor any links to any websites that are not related to this AVC. It is understood that Respondent will not be able to post such a notice on third-party websites such as Amazon or E-bay or websites he no longer owns. Respondent will submit an affidavit with this AVC listing all websites he used to promote and/or sell automotive performance chips. All websites on the affidavit that are owned by Respondent shall be deactivated after May 15, 2013.

4.4 Prior to execution of this AVC, Respondent will open a new bank account and place FIFTEEN THOUSAND DOLLARS (\$15,000.00) into escrow in that account for the sole purpose of paying refund requests received pursuant to Paragraphs 4.2 and 4.3 above.

(a) Respondent shall provide sufficient documentation to the Department of each refund issued within thirty (30) days.

(b) Respondent will submit a copy of each monthly statement for this account to the Department within three (3) days of receipt of the statement.

(c) Any withdrawal of any funds from this escrow for any purpose other than to issue refunds pursuant to this AVC shall be considered a breach and subject Respondent to the penalties as set forth in Section V of this AVC as well as any other applicable penalties for converting funds due to the Department pursuant to subparagraph



4.4(d) below.

(d) Any funds left in this escrow after May 15, 2013 shall be paid to the Department of Legal Affairs' Revolving Trust Fund as payment to cover the costs of administering the refunds and monitoring compliance with this AVC. Payment will be made by certified funds payable to The Department of Legal Affairs' Revolving Trust Fund on or before June 1, 2013. This payment, if applicable, shall be separate from and in addition to the payment called for in Paragraph 3.2 above.

(e) If at any time before March 15, 2013, the funds available in this escrow fall below THREE THOUSAND DOLLARS (\$3000.00), the Department may amend Sections III and IV of this AVC to address issuance of refunds.

4.5 Respondent will provide documentation to the Department of all refunds previously made within thirty (30) days execution of this AVC.

#### **V. CIVIL PENALTY**

5.1 **IT IS FURTHER AGREED** by the parties that Respondent shall pay a penalty of ONE-HUNDRED THOUSAND DOLLARS (\$100,000.00) to the State of Florida for willful violation of the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act and for willful failure to comply with subpoenas issued by the Department pursuant to Section 501.206, Florida Statutes. Upon execution of this AVC, Respondent shall pay ONE THOUSAND DOLLARS (\$1,000.00) of this penalty to the State of Florida, General Revenue Fund.

5.2 In consideration for the fulfillment of the various obligations set forth above, and the information supplied by Respondent in a sworn Financial Statement submitted to the

Department, the payment of the remaining NINETY-NINE THOUSAND DOLLARS (\$99,000.00) of the civil penalty is **SUSPENDED**. However, if the Respondent fails to comply with the requirements of this AVC, this penalty shall become immediately due and owing. In addition, the Attorney General reserves the right to seek additional penalties pursuant to Florida Statutes, Chapter 501, Part II, for any future violation(s) of the terms contained within this agreement. The Attorney General reserves the right to seek additional investigative and attorney's fees and costs upon default, as defined herein, or upon any future noncompliance.

#### **VI. BUSINESS RECORDS**

Respondent agrees to retain documents and other information reasonably sufficient to establish compliance with the provisions herein, and shall provide reasonable access to such documents and information to the Department upon request.

#### **VII. ACCEPTANCE**

**IT IS HEREBY AGREED** by the parties that this AVC shall become effective upon its acceptance by the Associate Deputy Attorney General, who may refuse to accept it at her discretion. The receipt of or deposit by the Department of any monies pursuant to this AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted.

**IN WITNESS WHEREOF**, Respondent has caused this AVC to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

**BY MY SIGNATURE** I hereby affirm that I am acting in my capacity and within my authority as proprietor of SLR Motorsports, RS4 Performance, Surge Performance, Top Speed Technologies, Cyclone Engineering, Tuned Engineering, ACR Performance, Velocity Motorsports, The Speed Factory, XLR Motorsports, and reviewsitenetwork.com, and in my individual capacity, and that by my signature I am binding myself to the terms and conditions of this AVC.

**JACOB JAMES ALIFRAGHIS**



JACOB JAMES ALIFRAGHIS,  
Individually, and on behalf of SLR Motorsports, RS4 Performance,  
Surge Performance, Top Speed Technologies, Cyclone Engineering, Tuned Engineering,  
ACR Performance, Velocity Motorsports, The Speed Factory,  
XLR Motorsports, and reviewsitenetwork.com.

**State of Florida**  
**County of Pinellas**

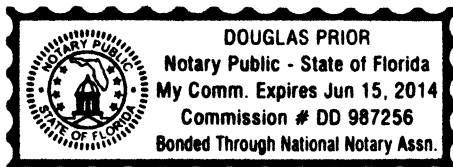
**BEFORE ME**, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared JACOB JAMES ALIFRAGHIS and acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

Sworn to and subscribed before me this 23rd day of January, 2013.

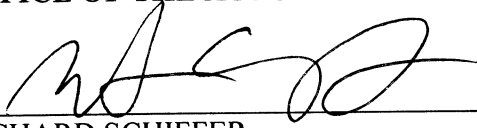


Notary Public, State of Florida

Produced known and Sta. D/L as identification.



**OFFICE OF THE ATTORNEY GENERAL**



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Accepted this 12<sup>th</sup> day of February, 2013.



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