

of search results for Google, Yahoo or Bing. Furthermore, when the consumer demands a refund, Defendant refuses and instead offers additional “free” months of its worthless services. Given Defendant’s egregious conduct, Plaintiff Eddie Sitt brings this action against Defendant and various John Does on behalf of himself and all those throughout the States of New Jersey and New York who purchased the Service or were called by Defendant (the “Class Members”) during the relevant statute of limitations period (the “Class Period”).

FACTUAL ALLEGATIONS

2. Search Engine Optimization (“SEO”) is the process of improving a website’s ranking in the “natural/organic” or unpaid website listings for a search engine’s results pages.¹ SEO involves keyword research and selection, getting the website indexed by search engines, as well as on and off page optimization.² The value and importance of effective search engine optimization and appearing on the first page of search results cannot be overstated. 62% of search engine users only visit websites listed on the first page of the engine’s search results.³ 84% of search engine users never visit websites listed beyond the second page.⁴ Accordingly, volumes have been written and an entire industry has been built on strategies for improving a website’s search results ranking. Google is the world’s most popular search engine – with 68.5% of all searches being run on Google.⁵ Accordingly, improving the search results ranking of one’s website on Google has been of particular interest to website owners.

¹ Bih-Yaw Shih, *An Empirical Study of an Internet Marketing Strategy for Search Engine Optimization*, HUMAN FACTORS AND ERGONOMICS IN MANUFACTURING & SERVICE INDUSTRIES, 528, 529 (2013).

² *Id.*

³ *Id.*

⁴ *Id.* at 530.

⁵ *Google is Easily the Most Popular Search Engine, But Have You Heard Who’s in Second?* DIGITAL TREND (July 3, 2014), <http://www.digitaltrends.com/web/google-baidu-are-the-worlds-most-popular-search-engines/>.

Defendant's Phone Calls and Misrepresentations to Plaintiff

3. On July 1, 2015, Plaintiff received a sales phone call from Defendant on his personal cell phone, telephone number ending 8580, even though Plaintiff has had this number registered on the National "Do Not Call" Registry since 2005. *See* Exhibit (Ex.) A. Defendant called Plaintiff using what is believed to be an internet generated spoofed number, (206) 519-6595. Although (206) is a Washington area code, Defendant's sales representative, Shelley, stated later in the phone call that she is located in California and that her callback number is (714) 640-2834 (an Orange County, CA area code).

4. When Plaintiff answered, a pre-recorded message from Defendant played. Before receiving the sales phone call Plaintiff had never heard of Defendant. He did not have any prior business relationship with Defendant and had never given Defendant permission to call him. Defendant's pre-recorded message stated that: "We have an urgent message about your Google local listing. We need to be sure the business owner has claimed their Google local listing. Press 1 for a Google local specialist who can help you with this." The pre-recorded message did not identify Defendant. Plaintiff pressed "1" and was connected with Defendant's sales representative. Although Defendant's sales representative did not initially give her name or identify the name of the company she was working for, later into the phone call she identified herself as "Shelley" when Plaintiff asked.

5. Shelley told Plaintiff that she was calling to confirm the address of his website, which is a listing of New York City apartments that are available for rent and sale (the "Apartment Listing Service") (the "Website"). Shelley told Plaintiff that when she ran a search in Google for New York City real estate apartment rentals, Plaintiff's Website did not appear on the first page of search results. Shelley told Plaintiff that his Website has "low visibility."

Shelley stated that Defendant is a data service provider for Google, Yahoo and Bing. Shelley explained that in recognition of the fact that Plaintiff's Apartment Listing Service has high customer ratings, Google wanted to place it on the first page of Google's search results. Shelley told Plaintiff that the spot had just opened up, that it was "available today," and that if Plaintiff did not want it, there were 36 other people she would contact. However, since Plaintiff's Apartment Listing Service qualified she would give him the first opportunity.

6. Shelley told Plaintiff that Defendant would build, host and maintain a brand new lead generating, beautiful, top of the line, "fully Google optimized" website for Plaintiff that would rank on the first page of Google "ahead of the competition" for ten different keywords relevant to Plaintiff's website. Shelley also stated that Plaintiff's website would appear on the first page of search results for Bing and Yahoo as well (collectively the "Service"). Shelley told Plaintiff that the Service was worth \$3,000. Shelley also told Plaintiff that Defendant normally charges \$399 down and \$199 per month for the Service, but that for today only, the Service would cost Plaintiff \$199 down and \$99 per month for six months.

7. Before giving his credit card information to Shelley, Plaintiff asked "so you guys are with Google basically" to which Defendant responded "We're certified with them . . . Google sells Google ads. We're going to get you there organically. It's not a pay per click campaign."

8. In reliance on Defendant's misrepresentations and omissions, Plaintiff agreed to purchase the Service at a premium price for a period of six months, and made the \$199 down payment over the phone using a credit card. Defendant's aforementioned oral representations to Plaintiff and Plaintiff's agreement to pay for the Service for six months constitute the terms of the agreement between Plaintiff and Defendant (the "Service Agreement").

9. After Plaintiff made the down payment, Defendant sent Plaintiff the “Transaction Receipt” and told him that it was “urgent” that he sign and return it to Defendant to ensure that the price for the Service would not increase. Plaintiff signed the Transaction Receipt and returned it to Defendant. Because Plaintiff paid the down payment with a credit card he shares with his wife, it is his wife’s name that appears on the Transaction Receipt. *See* Ex. D.

10. Unbeknownst to Plaintiff, buried in small print at the bottom of the Transaction Receipt, without any heading or bold text to call attention to it, is a statement that Plaintiff agrees to the terms located at locallighthouse.com/terms (the “Website Terms & Conditions”). *See* Ex. D. Plaintiff had never been to Defendant’s website, and Defendant never sent or told Plaintiff about the Website Terms & Conditions. Defendant also purposefully rushed Plaintiff to sign and return the Transaction Receipt.

11. The Website Terms & Conditions purport to substantially diminish Defendant’s obligations to Plaintiff, and to obligate Plaintiff to pay for the Service regardless of Defendant’s failure to perform. *See* Ex. E ¶¶ 2, 13. However, Defendant’s deceptive, unfair and misleading attempt to change and conceal the terms of the Service Agreement without Plaintiff’s knowledge or consent violate the New Jersey Consumer Fraud Act, N.J.S.A. § 56.8-1, *et seq.* and New York General Business Law § 349. As such, the Website Terms & Conditions did not become part of the Service Agreement. Each of Defendant’s representations and warranties about the Service was false. Defendant is not certified by Google, is not a data service provider for Google, Yahoo and/or Bing, and did not have the ability to guarantee Plaintiff a spot on the front page of Google, Yahoo or Bing.⁶ Nor had a spot just opened up on the first page of Google that

⁶ Google warns that SEO companies cannot guarantee rankings. Also, Google hosts a searchable directory of companies that Google trusts and recommends for help with advertising and web development called “Google Partners.” Local Lighthouse is not listed as a google partner in the directory. *See Do You Need an SEO*, SEARCH CONSOLE HELP (last accessed July 11, 2015), available at

Defendant had any authority to fill.⁷ Defendant also was not offering a one day only discount.

Rather, Defendant utilized these high pressure bait and switch sales tactics and false promises to induce Plaintiff into paying \$199 over the phone and into entering into the Service Agreement.

Defendant's Phone Calls and Misrepresentations to Class Members

12. Since at least 2012 Defendant has sold the Service to the public at large. From at least 2012 to the present, Defendant placed robocalls to Class Members throughout the States of New Jersey and New York using an automated dialing device and a spoofed phone number. The calls were made to Class Members' personal residential telephone lines and cell phones; including telephone numbers that were registered on the "do not call" list. Class Members did not have a prior business relationship with Defendant and had not given Defendant express permission, written or otherwise, to call them. When Class Members answered Defendant's phone call a prerecorded voice message was delivered by way of an automated dialing system. The prerecorded message was identical to the voice message delivered to Plaintiff. It stated that: "We have an urgent message about your Google local listing. We need to be sure the business owner has claimed their Google local listing. Press 1 for a Google local specialist who can help you with this." The pre-recorded message did not identify Defendant by its real name.

13. When Class Members pressed "1" they were connected to one of Defendant's sales representatives. Defendant's sales representatives used common scripts so they made the same representations about the Service to Plaintiff and each Class Member. Defendant's sales representatives did not give their names or identify the Defendant at the start of their phone calls to Class Members. Defendant's sales representatives told Class Members that Defendant is

<https://support.google.com/webmasters/answer/35291?hl=en> ("Beware of SEOs that claim to guarantee rankings [or] allege a 'special relationship' with Google[.]") **Ex. B at 3**; see *Find a Google Partner*, GOOGLE PARTNERS (last accessed July 15, 2015), https://www.google.com/partners/#h_a, **Ex. C**.

⁷ *Id.*

certified by Google; that in recognition of Class Members' high customer ratings Google wanted to offer them a newly opened spot, which was "available today," on the first page of Google's search results; that Defendant was a data service provider for Google, Yahoo and Bing; that if Class Members purchased the Service their websites would appear on the first page of Google's, Yahoo's and Bing's search results; that the price for the Service being offered to Class Members was substantially discounted from its usual price; that the discount would be available for that day only; and that Defendant would offer the newly opened spot on the first page of Google's search results to 36 other people if Class Members did not want it.

14. In reliance on Defendant's misrepresentations and omissions, Class Members agreed to purchase the Service at a premium price for a period of six months, and made the \$199 down payment over the phone using a credit card. Defendant's aforementioned oral representations to Class Members and Class Members' agreement to pay for the Service for six months constitute the terms of the Service Agreement between Defendant and Class Members.

15. Defendant sent Class Members the Transaction Receipt and told them that it was "urgent" that they sign and return the Transaction Receipt to Defendant to ensure that the price would not increase. Class Members signed the Transaction Receipt and returned it to Defendant. Unbeknownst to Class Members, on each of their Transaction Receipts, buried near the bottom in small print without any heading or bold text to call attention to it, was a statement that the Class Members agreed to the terms located at locallighthouse.com/terms, or, as previously defined, the Website Terms & Conditions. The Website Terms & Conditions referenced in Class Members' Transaction Receipts were identical to the Website Terms & Conditions referenced in Plaintiff's Transaction Receipt. Class Members had never been to Defendant's website. Defendant never sent the Website Terms & Conditions to Class Members nor did Defendant tell

Class Members about the Website Terms & Conditions. Defendant purposefully rushed Class Members to sign and return the Transaction Receipt, and buried the reference to the Website Terms & Conditions in small print, so that it would go unnoticed by Class Members. Thus, for reasons previously alleged regarding the Website Terms & Conditions referenced by Plaintiff's Transaction Receipt, the Website Terms & Conditions did not become part of Defendant's Service Agreements with Class Members.

16. Each of Defendant's representations about the Service was false. Defendant is not certified by Google and did not have the ability to guarantee Class Members a spot on the front page of Google, Yahoo or Bing.⁸ Nor had a spot just opened up on the first page of Google that Defendant had any authority to fill.⁹ Defendant was not a data service provider for Google, Yahoo, or Bing. Defendant also was not offering a one day only discount. Rather, Defendant utilized these high pressure bait and switch sales tactics and false promises to induce Class Members into paying \$199 over the phone and into agreeing to pay \$99 per month for five additional months. Defendant has failed to deliver on its promises to Class Members.

17. Indeed, Defendant's online reviews going back to at least 2012 exemplify the fact that Defendant has engaged in this course of conduct:

(December 2012) Local Lighthouse promised to create a website for my business back in January and move it to the top of the major search engines within 90 days. They cannot deliver on their promise of propelling a website they designed for me (they actually made a bad copy of an existing website I already had through yellowbook.com www.cmsli.com. They charged me \$349 set up and then \$149/mo for three months. When the website did not appear at the top of any major search engine, they gave me 2 "free" months. Still no placement on the top

⁸ Google warns that SEO companies cannot guarantee rankings. Also, Google hosts a searchable directory of companies that Google trusts and recommends for help with advertising and web development called "Google Partners." Local Lighthouse is not listed as a google partner in the directory. *See Do You Need an SEO*, SEARCH CONSOLE HELP (last accessed July 11, 2015), available at <https://support.google.com/webmasters/answer/35291?hl=en> ("Beware of SEOs that claim to guarantee rankings [or] allege a 'special relationship' with Google[.]") **Ex. B at 3**; *see Find a Google Partner*, GOOGLE PARTNERS (last accessed July 15, 2015), https://www.google.com/partners/#h_a, **Ex. C**.

⁹ *Id.*

of the major search engines. All they want to do is offer more "free" months. It has almost been a year since the process began and I have no results to show for it and I am out over a thousand dollars. Something really stinks here.¹⁰

(November 2012) This company continues to call on behalf of Google. I have repeatedly asked to have my name taken off the list. I want them to stop calling me.¹¹

(February 2015) TOTAL SCAM. We contracted them to optimize our website and get us to be number one on google, yahoo, bing A service I'm yet to receive and am in the process of disputing charges. I should of known because they were the ones to contact us and yes they misled us to thinking they are google affiliated. Not a word or able to contact them until I disputed charges. "Provided" a website which is not associated with my company. The website they "made for us" which was a generic copy paste website. Nothing to do with my company what so ever. Mind you, we have our own website. Why would I be paying for a service in which to optimize a random website? Bottom line, no services were rendered but they were sure quick to harass me when I put a stop on charges per my credit card.¹²

(June 2015) Claim they are Google and [will] bring you first page listings on google, yahoo and bing[,] [b]ut deliver nothing good. Website was terrible full of wrong information, refused to refund or make it better. Stay far away from them.¹³

(June 2013) I was a[n] employee for this company and the complaint[s] above [are] completely true Most of the time they never get their clients the visibility they need. Also the people that are building the websites are doing cut and paste work¹⁴

(June 2015) This company [is run by] a bunch of scam artists. They called me representing themselves as Google []. They promised me that they could get my website on the first page of Google within 30 days. Well, that turned out to be Lie #1. They didn't really do anything with my perfectly good website that I've used for the last five years. Instead, they created their own website, which was

¹⁰ *Complaints – Local Lighthouse Corp.*, BUSINESS CONSUMER ALLIANCE (Dec. 14, 2012), <http://www.businessconsumeralliance.org/FullComplaint.aspx?ID=+foEwfRe18O7fJdg9uJGcA==>.

¹¹ *Id.* (Nov. 5, 2012),

<http://www.businessconsumeralliance.org/FullComplaint.aspx?ID=Nu9yEkxEAltqUwBouqZiEg==http://www.businessconsumeralliance.org/FullComplaint.aspx?ID=Nu9yEkxEAltqUwBouqZiEg==>.

¹² Jessica P., *Customer Reviews – Local Lighthouse Corp.*, BETTER BUSINESS BUREAU (Feb. 10, 2015), <http://www.bbb.org/sdoc/business-reviews/internet-marketing-services/local-lighthouse-corp-in-tustin-ca-100106213/customer-reviews>.

¹³ review #645543, *Local Lighthouse Complaints and Reviews*, PISSED CONSUMER (June 4, 2015), <http://local-lighthouse.pissedconsumer.com/local-lighthouse-scam-artists-20150604645543.html>.

¹⁴ Wilsk84beer, *Local Lighthouse – Scam*, COMPLAINTS BOARD (June 30, 2013), <http://www.complaintsboard.com/complaints/local-lighthouse-scam-c604738.html>.

amateurish looking and poorly designed. The text they used was silly, things I would never say to a customer because unlike them, I run an honest business. They put up a bunch of keywords I told them from the beginning are not the kinds of things my customers would be looking for. I told them repeatedly which keywords were required, they promised to get right on that, and never did.¹⁵

(June 2015) Received a call, which displayed on my caller ID as 903-483-7397. It was a robocall. This was the third time today I had received a call with the same message. I responded and someone answered. Same as all of the other calls below, however, he told me he was calling from 714-361-8439. I asked him why he was spoofing his number. He stammered and told me he didn't know anything about it.¹⁶

As a result of Defendant's Representations Plaintiff and Class Members Paid a Premium for Defendant's Worthless Service

18. As previously alleged, Defendant is not certified by Google, is not a data service provider for Google, Yahoo and Bing, and has not and cannot guarantee that Plaintiff's and Class Members' websites will appear on the first page of search results for Google, Yahoo and/or Bing. Defendant has failed to get Plaintiff's and Class Members' websites onto the first page of results for Google, Yahoo, and/or Bing. Furthermore, the websites Defendant created and/or agreed to create for Plaintiff and Class Members were of no value or use to them. Plaintiff and Class Members already had websites and did not need to have new websites built. The Service was only valuable to them to the extent that it improved their search engine rankings as represented. Moreover, the websites that Defendant built were poorly designed, "copy and paste" rush jobs that Plaintiff and Class Members would not want to use and that were substantially inferior to the websites they had before they were cold-called by Defendant. Thus, Plaintiff and Class Members paid hundreds and thousands of dollars to Defendant for a worthless Service.

¹⁵ *Competitive Edge Resume Service, Local Lighthouse – Scam*, COMPLAINTS BOARD (June 13, 2015), <http://www.complaintsboard.com/complaints/local-lighthouse-scam-c604738.html>

¹⁶ review #647734, *Local Lighthouse Complaints and Reviews*, PISSED CONSUMER (June 9, 2015), <http://local-lighthouse.pissedconsumer.com/local-lighthouse-scam-artists-20150604645543.html>.

19. Despite Defendant's Service being worthless, Defendant was able to charge a premium price for it as a result of its misrepresentations. SEO companies that did not make the misrepresentations made by Defendant charge substantially less for their services. For example, Eplanetsoft sells SEO services for \$49 per month. SearchBerg sells SEO services for \$200 and provides a money back guarantee. Tucktail.com sells the use of an SEO tool for \$1.67 per month.

JURISDICTION AND VENUE

20. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(d) (2). Plaintiff is a citizen of the State of New Jersey and resides in Deal. Defendant is a corporation with its principal place of business in Tustin, California, organized and existing under the laws of the State of California. Upon information and belief, the amount in controversy is in excess of \$5,000,000, exclusive of interest and costs.

21. Jurisdiction is also proper pursuant to 28 U.S.C. § 1331 as this action arises under the Telephone Consumer Protection Act ("TCPA").

22. This Court has personal jurisdiction over Defendant because Defendant conducts and transacts business in the State of New Jersey and supplies services throughout the State of New Jersey.

23. Venue is proper because Plaintiff and many Class Members reside in the District of New Jersey.

PARTIES

24. Plaintiff Eddie Sitt is an individual who, at all times material hereto, was a resident and citizen of Deal, New Jersey and Brooklyn, New York. During the Class Period Plaintiff was called by Defendant as previously alleged herein and purchased the Service.

25. Plaintiff was induced to purchase the Service because Defendant represented that Defendant was certified by Google; that in recognition of Plaintiff's website's good reviews, Google wanted to place it in a recently opened spot on the front page of Google's search results that was "available today;" that it was a data service provider for Google, Yahoo and Bing; that it guaranteed that Plaintiff's website would appear on the first page of search results for Google, Yahoo and Bing for searches using any of 10 keywords relevant to Plaintiff's website including, but not limited to, New York City real estate apartment rentals; and that Plaintiff was being offered a 50% off discount that was only available if Plaintiff purchased the Service that day. Plaintiff relied on Defendant's unfair, fraudulent, and deceptive representations in signing up for the Service. Had Plaintiff known the truth—that the representations he relied upon in making his purchase were unfair, fraudulent, and deceptive—he would not have purchased the Service.

26. Defendant Local Lighthouse Corp. is a California corporation with its principal place of business at 13681 Newport Avenue, Suite 8153, Tustin, California 92870.

27. Plaintiff does not know the true names or capacities of the persons or entities sued herein as DOES 1-10, and therefore sues these DOE defendants by such fictitious names. Upon such information and belief, Plaintiff alleges that each of the DOE Defendants is in some manner responsible for the deceptive acts and practices, telemarketing violations, and violations of common law alleged herein, and are legally responsible for the damages suffered by Plaintiff and the members of the Class. Plaintiff will amend this Complaint to set forth the true names and capacities of those Defendants when they have been ascertained, along with appropriate charging allegations, as may be necessary.

CLASS ALLEGATIONS

28. Plaintiff brings this matter on behalf of himself and those similarly situated throughout the States of New Jersey and New York. As detailed at length in this Complaint, Defendant orchestrated unfair, deceptive and misleading marketing and sales practices and violated a number of federal and state telemarketing laws. Defendant engaged in a course of conduct directed at Plaintiff and Class Members. Defendant played the same prerecorded message for Plaintiff and all Class Members that it called. Defendant withheld its caller identification information from and transmitted false caller identification information to Plaintiff and all Class Members that it called. Defendant's sales representatives used common scripts so the same representations were made to Plaintiff and all Class Members who purchased the Service. The Transaction Receipts Defendant sent to Plaintiff and Class Members were substantially identical. Accordingly, this Complaint is uniquely situated for class-wide resolution, including injunctive relief.

29. Plaintiff seeks certification of a class of all individuals throughout the States of New Jersey and New York who were called by Defendant or who purchased the Service at any time during the Class Period (the "Class"). To the extent necessary Plaintiff also seeks certification of the following subclasses:

30. All individuals throughout the State of New Jersey who purchased the Service at any time during the Class Period (the "New Jersey Purchase Subclass");

31. All individuals throughout the State of New Jersey who were called by Defendant at any time during the Class Period (the "New Jersey Phone Call Subclass");

32. All individuals throughout the State of New York who purchased the Service at any time during the Class Period (the "New York Purchase Subclass");

33. All individuals throughout the State of New York who were called by Defendant at any time during the Class Period (the “New York Phone Call Subclass”).

34. The Subclass Members are referred to collectively as “Class Members” or “the Class.”

35. The Class is properly brought and should be maintained under Rule 23(a), satisfying the class action prerequisites of numerosity, commonality, typicality, and adequacy because:

36. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers who are Class Members described above who have been damaged by Defendant’s unfair, deceptive and misleading practices and telemarketing law violations.

37. Commonality: The questions of law and fact common to the Class Members which predominate over any questions which may affect individual Class Members include, but are not limited to:

- a. Whether Defendant is responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Service or were called by Defendant;
- b. Whether Defendant’s misconduct set forth in this Complaint demonstrates that Defendant has engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of its Service;
- c. Whether Defendant made unfair, false and/or misleading statements to the Class and the public concerning the Service;

- d. Whether Defendant's unfair, false and misleading statements concerning its Service were likely to deceive the public;
- e. Whether Defendant violated applicable federal and state telemarketing laws by making robocalls, by failing to identify Defendant's name in the prerecorded message delivered to Plaintiff and Class Members, by spoofing its phone number, by calling people on the do not call list, by calling people on cellular telephones, and by calling people without having the required registrations;
- f. Whether Defendant breached its warranties regarding the Service;
- g. Whether Defendant breached the Service Agreement;
- h. Whether Defendant defrauded consumers into making the down payment over the phone and into making monthly payments to Defendant for the Service;
- i. Whether Plaintiff and the Class are entitled to injunctive relief;
- j. Whether Plaintiff and the Class are entitled to money damages under the same causes of action as the other Class Members.

38. Typicality: Plaintiff is a member of the Class. Plaintiff's claims are typical of the claims of each Class Member's in that every member of the Class was susceptible to the same deceptive, misleading conduct and purchased the Defendant's Service and/or was called in violation of state and federal telemarketing laws. Plaintiff is entitled to relief under the same causes of action as the other Class Members.

39. Adequacy: Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class Members he seeks to represent; his consumer fraud and/or telemarketing claims are common to all members of the Class and he has

a strong interest in vindicating his rights; he has retained counsel competent and experienced in complex class action litigation and they intend to vigorously prosecute this action. Plaintiff has no interests which conflict with those of the Class. The Class Members' interests will be fairly and adequately protected by Plaintiff and his counsel. Defendant has acted in a manner generally applicable to the Class, making relief appropriate with respect to Plaintiff and the Class Members. The prosecution of separate actions by individual Class Members would create a risk of inconsistent and varying adjudications.

40. The Class is properly brought and should be maintained as a class action under Rule 23(b) because a class action is superior to traditional litigation of this controversy. Pursuant to Rule 23(b)(3), common issues of law and fact predominate over any other questions affecting only individual members of the Class. The Class issues fully predominate over any individual issue because no inquiry into individual conduct is necessary; all that is required is a narrow focus on Defendant's unfair, deceptive and misleading practices and telemarketing law violations. In addition, this Class is superior to other methods for fair and efficient adjudication of this controversy because, *inter alia*:

41. Superiority: A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because:

- a. The joinder of thousands of individual Class Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;
- b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claim, thereby making it impracticable, unduly

burdensome, and expensive—if not totally impossible—to justify individual actions;

- c. When Defendant's liability has been adjudicated, all Class Members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;
- d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;
- e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class Members;
- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation;
- h. Class Members' interest in individually controlling the prosecution of separate actions is outweighed by their interest in efficient resolution by single class action; and
- i. It would be desirable to concentrate in this single venue the litigation of all Class Members.

42. Accordingly, this Class is properly brought and should be maintained as a class action under Rule 23(b)(3) because questions of law or fact common to Class Members predominate over any questions affecting only individual members, and because a class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

INJUNCTIVE CLASS RELIEF

43. Rules 23(b)(1) and (2) contemplate a class action for purposes of seeking class-wide injunctive relief. Here, Defendant has misled Plaintiff and Class Members about the Service and called Plaintiff and Class Members in violation of state and federal telemarketing laws. Since Defendant's course of conduct has been uniformly directed at all consumers in the Class, and the conduct continues presently, injunctive relief on a class-wide basis is a viable and suitable solution to remedy Defendant's continuing misconduct.

44. The injunctive Class is properly brought and should be maintained as a class action under Rule 23(a), satisfying the class action prerequisites of numerosity, commonality, typicality, and adequacy because:

- a. Numerosity: Individual joinder of the injunctive Class Members would be wholly impracticable. Defendant's Service has been purchased by thousands of people throughout New Jersey and New York and Defendant has called thousands of persons throughout New Jersey and New York.
- b. Commonality: Questions of law and fact are common to members of the Class. Defendant's misconduct was uniformly directed at consumers. Thus, all members of the Class have a common cause against Defendant to stop its misleading conduct and/or telemarketing law violations through an injunction. Since the issues presented by this injunctive Class deal with Defendant's misconduct and/or telemarketing violations resolution of these questions would necessarily be common to the entire Class. Moreover, there are common questions of law and fact inherent in the resolution of the proposed injunctive class, including, *inter alia*:

- i. Resolution of the issues presented in the 23(b)(3) class;
 - ii. Whether members of the Class will continue to suffer harm by virtue of Defendant's deceptive practices and telemarketing law violations; and
 - iii. Whether, on equitable grounds, Defendant should be prevented from continuing to mislead consumers about its Service and calling consumers in violation of telemarketing laws.
- c. Typicality: Plaintiff's claims are typical of the claims of the injunctive Class because his claims arise from the same course of conduct (i.e. Defendant's unfair, deceptive and misleading marketing and unlawful telemarketing). Plaintiff's a typical representative of the Class because he purchased Defendant's Service which was sold unfairly and deceptively and received Defendant's telephone calls in violation of state and federal telemarketing laws.
- d. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the injunctive Class. His consumer protection claims, common law claims, and telemarketing claims are common to all members of the injunctive Class and he has a strong interest in vindicating his rights. In addition, Plaintiff and the Class are represented by counsel who is competent and experienced in both consumer protection and class action litigation.

45. The injunctive Class is properly brought and should be maintained as a class action under Rule 23(b)(2) because Plaintiff seeks injunctive relief on behalf of the Class Members on grounds generally applicable to the entire injunctive Class. Certification under Rule 23(b)(2) is appropriate because Defendant has acted or refused to act in a manner that applies generally to the injunctive Class (i.e. Defendant has marketed its Service using the same unfair,

misleading and deceptive representations and/or has violated telemarketing laws applicable to all of the Class Members). Any final injunctive relief or declaratory relief would benefit the entire injunctive Class as Defendant would be prevented from continuing its unfair, misleading and deceptive marketing practices and telemarketing law violations.

FIRST CAUSE OF ACTION
VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT
N.J.S.A. § 56.8-1, ET. SEQ.

(On Behalf of Plaintiff and All Class and/or New Jersey Purchase Subclass Members)

46. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

47. This cause of action is brought pursuant to New Jersey's Consumer Fraud Act, N.J.S.A. § 56.8-1, *et seq.* ("CFA").

48. Plaintiff and Class Members were consumers of the Service.

49. N.J.S.A. § 56:8-2 provides that "[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice."

50. Under the CFA, Defendant's misleading representations regarding the Service are unfair, deceptive and unconscionable.

51. Defendant violated the CFA by, *inter alia*, representing to Plaintiff and Class and/or New Jersey Purchase Subclass Members that Defendant is certified by Google; that in recognition of Plaintiff and Class Members' and/or New Jersey Purchase Subclass Members'

high customer ratings Google wanted to offer Plaintiff and Class and/or New Jersey Purchase Subclass Members a newly opened spot on the first page of Google's search results which was "available today;" that Defendant is a data service provider for Google, Yahoo and Bing; that Plaintiff's and Class Members' and/or New Jersey Purchase Subclass Members' websites would appear on the first page of Google's, Yahoo's and Bing's search results; that the price for the Service being offered to Plaintiff and Class Members and/or New Jersey Purchase Subclass Members was substantially discounted from its usual price and would be available that day only.

52. Defendant made these representations with the intention of inducing Plaintiff and Class and/or New Jersey Purchase Subclass Members to purchase Defendant's worthless Service. Defendant made these statements and representations willfully, wantonly, and with reckless disregard for the truth. Defendant knew full well, *inter alia*, that it was not certified with Google, was not seeking out customers for Google, was not a data service provider for Google, Yahoo and/or Bing etc.

53. Defendant's misrepresentations about the Service induced Plaintiff and Class and/or New Jersey Purchase Subclass Members to purchase the Service and to pay a premium for it.

54. Plaintiff and Class and/or New Jersey Purchase Subclass Members relied on Defendant's misrepresentations and omissions in making their decision to purchase the Service. Had Defendant disclosed that Defendant is not certified by Google; that Google was not seeking to place Plaintiff's and Class Members' and/or New Jersey Purchase Subclass Members' websites on the first page of Google's search results in recognition of their high customer ratings; that Defendant was not a data service provider for Google, Yahoo and Bing, that Defendant could not guarantee that Plaintiff's and Class Members' and/or New Jersey Purchase

Subclass Members' websites would come up in the first page of search results for Google, Yahoo and Bing; and that the rate offered to Plaintiff and Class and/or New Jersey Purchase Subclass Members was not a special one day only discount, Plaintiff and Class Members would never have signed up for Defendant's worthless Service.

55. The acts and practices of Defendant as set forth above have directly, foreseeably and proximately caused ascertainable damages and injury to Plaintiff and Class and/or New Jersey Purchase Subclass Members in the amount of the purchase price for Defendant's worthless Service and for the premium paid.

56. As a result of Defendant's unlawful acts and practices, Plaintiff and Class and/or New Jersey Purchase Subclass Members have been injured in amounts to be proven at trial, and Defendant should be ordered to pay, as damages to Plaintiff and Class and/or New Jersey Purchase Subclass Members, the ascertainable losses suffered, and such amounts should be trebled pursuant to the terms of the CFA, plus prejudgment interest and attorneys' fees and costs. Further, Defendant should be enjoined from continuing to violate the law.

SECOND CAUSE OF ACTION
VIOLATION OF NEW YORK GBL § 349

(On Behalf of Plaintiff and All Class and/or New York Purchase Subclass Members)

57. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

58. New York General Business Law Section 349 ("GBL § 349") declares unlawful "[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state . . ."

59. GBL § 349(h) directs that “any person who has been injured by reason of any violation of [GBL § 349] may bring an action in his own name to enjoin such unlawful act or practice . . .”

60. The conduct of Defendant alleged herein constitutes recurring, “unlawful” deceptive acts and practices in violation of GBL § 349, and as such, Plaintiff and Class and/or New York Purchase Subclass Members seek monetary damages and the entry of preliminary and permanent injunctive relief against Defendant, enjoining the company from inaccurately describing, marketing, and promoting the Service.

61. There is no adequate remedy at law.

62. Defendant misleadingly, inaccurately and deceptively represents the Service.

63. Defendant misleadingly, inaccurately and deceptively misrepresented to Plaintiff and Class and/or New York Purchase Subclass Members that Defendant is certified by Google; that in recognition of Plaintiff and Class Members’ and/or New York Purchase Subclass Members’ high customer ratings Google wanted to offer Plaintiff and Class and/or New York Purchase Subclass Members a newly opened spot on the first page of Google’s search results that was “available today;” that Defendant was a data service provider for Google, Yahoo and Bing; that Plaintiff’s and Class Members’ and/or New York Purchase Subclass Members’ websites would appear on the first page of Google’s, Yahoo’s and Bing’s search results; that the price for the Service being offered to Plaintiff and Class and/or New York Purchase Subclass Members was substantially discounted from its usual price and would be available that day only.

64. Contrary to Defendant’s representations Defendant is not certified by Google; Google was not seeking to place Plaintiff’s and Class Members’ and/or New York Purchase Subclass Members’ websites on the first page of Google’s search results in recognition of their

high customer ratings; Defendant was not a data service provider for Google, Yahoo, and/or Bing; Defendant could not guarantee that Plaintiff's and Class Members' and/or New York Purchase Subclass Members' websites would come up in the first page of search results for Google, Yahoo and Bing; and the rate offered to Plaintiff and Class Members and/or New York Purchase Subclass Members was not a special one day only discount.

65. These misrepresentations were material to Plaintiff and Class and/or New York Purchase Subclass Members. For example, having their website come up in the first page of search results for Google, Yahoo and Bing would substantially increase traffic to Plaintiff and Class and/or New York Purchase Subclass Members' websites. If Google had actually sought out Plaintiff and Class and/or New York Purchase Subclass Members, through Defendant who was actually certified by Google, and if Defendant was a data service provider for Google, Yahoo and Bing as Defendant had represented, then Plaintiff's and Class and/or New York Purchase Subclass Members' placement on the first page of Google's, Yahoo's and Bing's search results would have been a sure thing as soon as they signed up with Defendant rather than just an empty promise by a phone scammer.

66. Defendant's misrepresentations induced the Plaintiff and Class and/or New York Purchase Subclass Members to pay a premium for Defendant's worthless Service.

67. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth. It is implausible that Defendant was not aware, *inter alia*, that it is not certified by Google, that Google was not actually seeking out Plaintiff and Class and/or New York Purchase Subclass Members for an opening on the first page of Google's search results, that Defendant was not a data service provider for Google, Yahoo and Bing, etc.

68. Plaintiff and Class and/or New York Purchase Subclass Members have been injured inasmuch as they paid a premium for Defendant's worthless Service.

69. Accordingly, Plaintiff and Class and/or New York Purchase Subclass Members received less than what they bargained and/or paid for.

70. Defendant's deceptive and misleading practices constitute deceptive acts and practices in the conduct of its business in violation of New York General Business Law § 349(a) and Plaintiff and the Class and/or New York Purchase Subclass Members have been damaged thereby.

71. As a result of Defendant's recurring, "unlawful" deceptive acts and practices, Plaintiff and Class and/or New York Purchase Subclass Members are entitled to monetary, compensatory, treble and punitive damages, injunctive relief, restitution and disgorgement of all moneys obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION
VIOLATION OF NEW YORK GBL § 350

(On Behalf of Plaintiff and All Class and/or New York Purchase Subclass Members)

72. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

73. N.Y. Gen. Bus. Law § 350 provides, in part, as follows:

False advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful.

74. N.Y. Gen. Bus. Law § 350-a(1) provides, in part, as follows:

The term 'false advertising' means advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment

opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions proscribed in said advertisement, or under such conditions as are customary or usual

75. Defendant made untrue and materially misleading statements regarding the Service in that Defendant represented to Plaintiff and Class and/or New York Purchase Subclass Members that Defendant is certified by Google; that in recognition of Plaintiff and Class Members' and/or New York Purchase Subclass Members' high customer ratings that Google wanted to offer Plaintiff and Class and/or New York Purchase Subclass Members a newly opened spot on the first page of Google's search results that was "available today;" that Defendant was a data service provider for Google, Yahoo and Bing; that Plaintiff's and Class Members' and/or New York Purchase Subclass Members' websites would appear on the first page of Google's, Yahoo's and Bing's search results; that the price for the Service being offered to Plaintiff and Class Members and/or New York Purchase Subclass Members was substantially discounted from its usual price and would be available that day only.

76. Contrary to Defendant's representations Defendant is not certified by Google; Google was not seeking to place Plaintiff's and Class Members' and/or New York Purchase Subclass Members' websites on the first page of Google's search results in recognition of their high customer ratings; Defendant was not a data service provider for Google, Yahoo, and/or

Bing, Defendant could not guarantee that Plaintiff's and Class Members' and/or New York Purchase Subclass Members' websites would come up in the first page of search results for Google, Yahoo and Bing; and the price offered to Plaintiff and Class Members and/or New York Purchase Subclass Members was not a special one day only discount.

77. Plaintiff and Class and/or New York Purchase Subclass Members have been injured inasmuch as they paid a premium for Defendant's worthless service in reliance on Defendant's misrepresentations.

78. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth. It is implausible that Defendant was not aware, *inter alia*, that it is not certified by Google and that Google was not actually seeking out Plaintiff and Class and/or New York Purchase Subclass Members for an opening on the first page of Google's search results; that Defendant was not a data service provider for Google, Yahoo and/or Bing, etc.

79. Defendant's advertising induced the Plaintiff and Class and/or New York Purchase Subclass Members to pay a premium for the Service.

80. These misrepresentations were material to Plaintiff and Class and/or New York Purchase Subclass Members. For example, having their website come up in the first page of search results for Google, Yahoo and Bing would substantially increase traffic to Plaintiff and Class and/or New York Purchase Subclass Members' websites. If Google had actually sought out Plaintiff and Class and/or New York Purchase Subclass Members, through Defendant who was actually certified with Google, for a spot on the first page of their search results as Defendant had represented, and if Defendant was a data service provider for Google, Yahoo and Bing, then Plaintiff's and Class and/or New York Purchase Subclass Members' placement on the

first page of the three search engines' search results would have been a sure thing as soon as they signed up with Defendant rather than just an empty promise from a phone scammer.

81. Defendant's conduct constitutes multiple, separate violations of N.Y. Gen. Bus. Law § 350.

82. Defendant's material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large. Moreover, all consumers who viewed Defendant's advertisements and were offered the Service were and continue to be exposed to Defendant's material misrepresentations.

83. As a result of Defendant's false and misleading representations and advertising, Plaintiff and Class and/or New York Purchase Subclass Members are entitled to monetary, compensatory, treble and punitive damages, injunctive relief, restitution and disgorgement of all monies obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs.

FOURTH CAUSE OF ACTION
COMMON LAW FRAUD
(On Behalf of Plaintiff and All Class Members)

84. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

85. Defendant represented to Plaintiff and Class Members that Defendant is certified by Google; that in recognition of Plaintiff's and Class Members' high customer ratings Google wanted to offer them a newly opened spot, which was "available today," on the first page of Google's search results; that Defendant was a data service provider for Google, Yahoo and Bing; that if Plaintiff and Class Members paid the down payment over the phone and signed the Transaction Receipt that Defendant would place Plaintiff's and Class Members' websites onto

the first page of Google's, Yahoo's and Bing's search results for 10 key words relevant to their websites; and that Defendant was offering the Service at a substantially discounted price, which was about half off, for that day only.

86. Each of these representations was false. Defendant is not and has never been certified by Google. Google did not select Plaintiff's and Class Members' websites for a recently opened spot on the first page of Google's search results. Defendant is not a data service provider for Google, Yahoo and Bing. Defendant does not have the ability to place Plaintiff's and Class Members' websites on the first page of search results for Google, Yahoo and/or Bing and has failed to do so. The price at which Defendant was offering the Service to Plaintiff and Class Members was not substantially discounted from the usual price of the Service.

87. These representations were material to Plaintiff's and Class Members' decisions to purchase the Service. Having their website come up in the first page of search results for Google, Yahoo and Bing for 10 keywords relevant to their websites would substantially increase traffic to Plaintiff's and Class Members' websites. If Google had actually sought out Plaintiff and Class Members through Defendant, who was its certified agent, for a spot on the first page of Google's search results, and if Defendant was really a data service provider for Google, Yahoo and Bing, then Plaintiff's and Class Members' placement on the first page of search results for each of these search engines would have been a sure thing as soon as they signed up rather than just an empty promise from a phone scammer. Furthermore, if the price for the Service was really substantially discounted from its normal price, then Plaintiff and Class Members would have been getting an especially good deal by purchasing the Service on the same day they were called by Defendant.

88. Defendant made each of these representations with knowledge of its falsity.

89. Defendant made these representations with the intent of inducing Plaintiff and Class Members to pay Defendant a down payment over the phone, to sign the Transaction Receipt, and to make monthly payments for at least 6 months. This intent is evidenced, in part, by the fact that Defendant used high pressure sales tactics to collect Plaintiff's and Class Members' down payments immediately over the phone based on Defendant's oral representations, by the fact that Defendant urged Plaintiff and Class Members to submit their signed Transaction Receipts as quickly as possible, and by Defendant's attempt to bind Plaintiff and Class Members to the Website Terms & Conditions without their knowledge or consent. This intent is also evidenced by the fact that Defendant misrepresented itself as Google certified, and as a data service provider for Google, Yahoo and Bing.

90. In reliance on Defendant's representations, Plaintiff and Class Members paid the down payment to Defendant over the phone, signed the Transaction receipt, and made monthly payments to Defendant for its worthless Service.

91. Plaintiff's and Class Members' reliance on Defendant's representations was justifiable. Defendant's sales representatives were well trained to sound professional, knowledgeable and convincing. Plaintiff's and Class Members' purchase of the Service was memorialized by the Transaction Receipt. Under the Service Agreement, Defendant was legally bound to deliver on its promises to Plaintiff and Class Members.

92. Plaintiff and Class Members seek actual damages caused by Defendant's fraud, punitive damages, interest, costs and attorneys' fees in an amount to be determined at trial and an order compelling Defendant to cease its practice of making misrepresentations about the Service.

FIFTH CAUSE OF ACTION
BREACH OF WARRANTY
(On Behalf of Plaintiff and All Class Members)

93. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

94. Defendant warranted to Plaintiff and Class Members that Defendant is certified by Google.

95. Defendant warranted to Plaintiff and Class Members that Defendant is a data service provider for Google, Yahoo and Bing.

96. Defendant warranted to Plaintiff and Class Members that because they were highly qualified and had high customer service ratings as recognized by Google, that Defendant and Google wanted to place Plaintiff's and Class Members' websites on the first page of Google's search results.

97. Defendant has not met any of these warranties.

98. As a result of Defendant's breach of warranty, Plaintiff and Class Members have paid hundreds and thousands of dollars to purchase Defendant's worthless Service.

99. Plaintiff and Class Members are each entitled to the expected value of a website that will appear on the first page of search results for Google, Yahoo and Bing for 10 keywords relevant to their websites, and/or for reimbursement of the money paid to Defendant, for prejudgment interest and attorneys' fees and costs and/or for any other resulting damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
BREACH OF CONTRACT
(On Behalf of Plaintiff and All Class Members)

100. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

101. Defendant represented and warranted to Plaintiff and Class Members that Defendant is certified by Google.

102. Defendant represented and warranted to Plaintiff and Class Members that Defendant is a data service provider for Google, Yahoo and Bing.

103. Defendant represented and warranted to Plaintiff and Class Members that because they were highly qualified and had high customer service ratings as recognized by Google, that Defendant and Google wanted to place Plaintiff's and Class Members' websites on the first page of Google's search results.

104. Defendant represented to Plaintiff and Class Members that if Plaintiff and Class Members made their down payments over the phone and agreed to pay Defendant for the Service for 6 months, that Defendant would get their websites to the first page of search results for Google, Yahoo and Bing for 10 keywords relevant to their websites, and would build them top of the line websites.

105. Plaintiff and Class Members paid the down payment over the phone, and agreed to pay Defendant for the Service for six months.

106. Plaintiff and Class Members fully performed under their Service Agreements by making the required payments and by fulfilling all of their obligations.

107. Defendant has breached the Service Agreement. All of Defendant's representations and warranties were false and Defendant has failed to get Plaintiff's and Class Members' websites onto the first page of search results for Google, Yahoo and Bing for 10 keywords relevant to Plaintiff's and Class Members' websites and Defendant lacks the ability to do so. Defendant has also failed to build the required websites for Plaintiff and Class Members.

108. As a result of Defendant's breach, Plaintiff and Class Members have incurred substantial damages.

109. Plaintiff and Class Members are each entitled to the expected value of a website that will appear on the first page of search results for Google, Yahoo and Bing for 10 keywords relevant to their websites, and/or for reimbursement of the money paid to Defendant and for prejudgment interest and attorneys' fees and costs and/or for any other resulting damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
VIOLATION OF N.J.S.A. §§ 56:8-121 and 56:8-57
(On Behalf of Plaintiff and All Class and/or New Jersey Phone Call Subclass Members)

110. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

111. N.J.S.A. § 56:8-121 provides that "[a] person shall not make or cause to be made, or attempt to make or cause to be made, an unsolicited telemarketing sales call to a customer in the State of New Jersey unless that person is registered with or employed by a person who is registered with the Division of Consumer Affairs in the Department of Law and Public Safety in accordance with the provisions of this act."

112. N.J.S.A. § 56:8-57 provides that "[i]t shall be an unlawful practice for a person to advertise or sell an information service that involves: a. [a]dvertisement through use of an automatic dialing device."

113. Defendant is not registered with or employed by a person who is registered with the New Jersey Division of Consumer Affairs.

114. Defendant made phone calls to Plaintiff and Class and/or New Jersey Phone Call Subclass Members to advertise the Service, which is an information service, using an automatic dialing device.

115. By making the calls to Plaintiff and the Class and/or New Jersey Phone Call Subclass Members, Defendant violated N.J.S.A. §§ 56:8-121 and 56:8-57.

116. As a result of Defendant's unlawful acts, Plaintiff and Class and/or New Jersey Phone Call Subclass Members have been injured in amounts to be proven at trial, and Defendant should be ordered to pay, as damages to Plaintiff and Class and/or New Jersey Phone Call Subclass Members, statutory damages, actual damages, treble damages, prejudgment interest and attorneys' fees and costs. Further, Defendant should be enjoined from continuing to violate the law.

EIGHTH CAUSE OF ACTION
VIOLATION OF T.C.P.A. 47 U.S.C. § 227
**(On Behalf of Plaintiff and All Class and/or New Jersey and New York
Phone Call Subclass Members)**

117. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

118. 47 U.S.C. § 227(b)(1) provides, in part, that:

It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States (A) to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice . . . (iii) to any telephone number assigned to . . . a cellular telephone service . . . or any service for which the called party is charged for the call; (B) to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party.

119. 47 C.F.R. § 64.1200(b) provides:

All artificial or prerecorded voice telephone messages shall:

(1) At the beginning of the message, state clearly the identity of the business, individual, or other entity that is responsible for initiating the call. If a business is responsible for initiating the call, the name under which the entity is registered to conduct business with the State Corporation Commission (or comparable regulatory authority) must be stated;

120. 47 C.F.R. § 64.1601(e) provides:

Any person or entity that engages in telemarketing . . . must transmit caller identification information.

(1) For purposes of this paragraph, caller identification information must include either CPN or ANI, and, when available by the telemarketer's carrier, the name of the telemarketer. It shall not be a violation of this paragraph to substitute (for the name and phone number used in, or billed for, making the call) the name of the seller on behalf of which the telemarketing call is placed and the seller's customer service telephone number. The telephone number so provided must permit any individual to make a do-not-call request during regular business hours.

(2) Any person or entity that engages in telemarketing is prohibited from blocking the transmission of caller identification information.

121. 47 U.S.C. § 227(e)(1) provides:

It shall be unlawful for any person within the United States, in connection with any telecommunications service or IP-enabled voice service, to cause any caller identification service to knowingly transmit misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value

122. 47 U.S.C. § 227(b)(3) provides any person or entity may recover for violations of this section any actual monetary losses or \$500, and for treble damages if the violation was willful or knowing.

123. Defendant made phone calls to the wireless telephone numbers of Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members without their prior express consent and without having a prior business relationship with them.

124. Defendant made the calls to Plaintiff's and Class and/or New Jersey and New York Phone Call Subclass Members' residential land lines and/or cell phones, or had them sent

on its behalf, using equipment that had the capacity to store or produce telephone numbers to be called using a random or sequential number generator, and to dial such numbers.

125. Defendant utilized equipment that made the calls to Plaintiff's and Class and/or New Jersey and New York Phone Call Subclass Members' wireless telephones simultaneously and without human intervention.

126. Defendant made the calls to Plaintiff's and Class and/or New Jersey and New York Phone Call Subclass Members' cell phones and/or residential land lines, or had them sent on its behalf, using an artificial and/or prerecorded voice. The prerecorded message did not provide the true identity of Defendant's company, but instead represented that the caller was Google or was calling on Google's behalf.

127. Defendant blocked its caller identification information and intentionally transmitted false caller identification information to Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members. Defendant blocked its caller identification information and transmitted false caller identification information to make it substantially more difficult for callers to realize that Defendant was not Google or affiliated with Google, and to make it substantially more difficult for Defendant to be caught and reported. Defendant's intention was to defraud Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members into paying for its worthless Service.

128. As a result of Defendant's unlawful conduct, Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members suffered actual damages, *inter alia*, in the form of monies paid to receive the calls on their wireless phones and under section 227(b)(3)(B) are each entitled to, *inter alia*, a minimum of \$500.00 in damages for each such violation of the TCPA.

129. Defendant's conduct was willful or knowing, and as such, the Court should treble the amount of statutory damages recoverable by Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members.

NINTH CAUSE OF ACTION
VIOLATION OF T.C.P.A. 47 U.S.C. § 227
(On Behalf of Plaintiff and All Class and/or New Jersey and New York
Phone Call Subclass Members)

130. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

131. 47 U.S.C. § 227(c) provides that any "person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may" bring a private action based on a violation of said regulations, which were promulgated to protect telephone subscribers' privacy rights to avoid receiving telephone solicitations to which they object.

132. The TCPA's implementing regulation, 47 C.F.R. § 64.1200(c), provides that "No person or entity shall initiate any telephone solicitation [to] . . . [a] residential telephone subscriber who has registered his or her telephone number on the national do-not-call registry of persons who do not wish to receive telephone solicitations that is maintained by the federal government."

133. 47 C.F.R. § 64.1200(e) provides that § 64.1200(c) and (d) "are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers"

134. 47 C.F.R. § 64.1200(d) further provides that "No person or entity shall initiate any call for telemarketing purposes to a residential telephone subscriber unless such person or

entity has instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of that person or entity.”

135. Defendant violated 47 C.F.R. § 64.1200(c) by initiating telephone solicitations to wireless telephone subscribers, such as Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members who registered their telephone numbers on the National Do Not Call Registry.

136. Defendant made, or directed to be made, more than one unsolicited telephone call to Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members within a 12 month period without the necessary prior express consent to receive such calls.

137. Defendant violated 47 C.F.R. § 64.1200(d) by initiating calls for telemarketing purposes to wireless telephone subscribers, such as Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members, without instituting procedures that comply with the regulatory minimum standards for maintaining a list of persons who request not to receive telemarketing calls from them.

138. Defendant violated 47 U.S.C. § 227(c)(5) because Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members received more than one telephone call within a 12 month period made by or on behalf of Defendant in violation of 47 C.F.R. § 64.1200, as described above.

139. As a result of Defendant’s conduct as alleged herein, Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members suffered actual damages, an invasion of their privacy, and, under section 47 U.S.C. § 227(c), are each entitled to, *inter alia*, \$500 in damages per violation.

140. Defendant's misconduct was willful and knowing and accordingly, Plaintiff and Class and/or New Jersey and New York Phone Call Subclass Members are entitled to treble damages.

TENTH CAUSE OF ACTION
COMMON LAW UNJUST ENRICHMENT
(On Behalf of Plaintiff and All Class Members)

141. Plaintiff repeats and realleges each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

142. Plaintiff, on behalf of himself and Class Members, brings a common law claim for unjust enrichment.

143. Defendant's conduct violated, *inter alia*, state and federal law by advertising, marketing, and selling their Service while misrepresenting and omitting material facts.

144. Defendant's unlawful conduct as described in this Complaint allowed Defendant to knowingly realize substantial revenues from calling Class Members and selling its Service at the expense of, and to the detriment or impoverishment of, Plaintiff and Class Members, and to Defendant's benefit and enrichment. Defendant has thereby violated fundamental principles of justice, equity, and good conscience.

145. Plaintiff and Class Members conferred significant financial benefits and paid substantial compensation to Defendant for Services that were not as Defendant represented them to be.

146. Under New Jersey's common law principles of unjust enrichment, it is inequitable for Defendant to retain the benefits conferred by Plaintiff's and Class Members' overpayments.

147. Plaintiff and Class Members seek disgorgement of all profits resulting from such overpayments and establishment of a constructive trust from which Plaintiff and Class Members may seek restitution.

JURY DEMAND

Plaintiff demands a trial by jury on all issues.

WHEREFORE, Plaintiff, on behalf of himself and the Class, prays for judgment as follows:

- (a) Declaring this action to be a proper class action and certifying Plaintiff as the representative of the Class under Rule 23 of the FRCP;
- (b) Entering preliminary and permanent injunctive relief against Defendant, directing Defendant to correct its practices and to comply with N.J.S.A. §§ 56.8-1, *et seq.*, GBL §§ 349 and 350, 47 U.S.C. § 227, and state common law;
- (c) Awarding monetary damages, actual damages, treble and/or punitive damages, pursuant to N.J.S.A. §§ 56.8-1, *et seq.*, GBL §§ 349 and 350, 47 U.S.C. § 227 and state common law;
- (d) Awarding Plaintiff and Class Members their costs and expenses incurred in this action, including reasonable allowance of fees for Plaintiff's attorneys and experts, and reimbursement of Plaintiff's expenses; and
- (e) Granting such other and further relief as the Court may deem just and proper.

Dated: July 24, 2015

THE SULTZER LAW GROUP, P.C.

By: Joseph Lipari /s/
Joseph Lipari, Esq. (Bar ID #: JL3194)
77 Water Street, 8th Floor
New York, New York 10005
Tel: (646) 722-4266
Fax: (888) 749-7747
liparij@thesultzerlawgroup.com

Counsel for Plaintiff and the Class

Exhibit A

From: <Verify@donotcall.gov>

Date: Jul 9, 2015 1:14 AM

Subject: National Do Not Call Registry - Your Registration Is Confirmed

To: <edsitt@gmail.com>

Cc:

Thank you for registering your phone number with the National Do Not Call Registry. You successfully registered your phone number ending in 8580 on August 24, 2005. Most telemarketers will be required to stop calling you 31 days from your registration date.

Visit <https://www.donotcall.gov> to register another number or file a complaint against someone violating the Registry.

Please do not reply to this message as it is from an unattended mailbox. Any replies to this email will not be responded to or forwarded. This service is used for outgoing emails only and cannot respond to inquiries.

Exhibit B

Search Console Help

SEARCH CONSOLE

FORUM

Do you need an SEO?

Check out our Search Engine Optimization Starter Guide

If you're in a hurry, here's the one-page version.

SEO is an acronym for "search engine optimization" or "search engine optimizer." Deciding to hire an SEO is a big decision that can potentially improve your site and save time, but you can also risk damage to your site and reputation. Make sure to research the potential advantages as well as the damage that an irresponsible SEO can do to your site. Many SEOs and other agencies and consultants provide useful services for website owners, including:

- Review of your site content or structure
- Technical advice on website development: for example, hosting, redirects, error pages, use of JavaScript
- Content development
- Management of online business development campaigns
- Keyword research
- SEO training
- Expertise in specific markets and geographies.

Keep in mind that the Google search results page includes organic search results and often paid advertisement (denoted as "Ads" or "Sponsored") as well. Advertising with Google won't have any effect on your site's presence in our search results. Google never accepts money to include or rank sites in our search results, and it costs nothing to appear in our organic search results. Free resources such as [Search Console](#), the official [Webmaster Central blog](#), and our [discussion forum](#) can provide you with a great deal of information about how to optimize your site for organic search.

Before beginning your search for an SEO, it's a great idea to become an educated consumer and get familiar with how search engines work. We recommend starting here:

- [Google Webmaster Guidelines](#)
- [Google 101: How Google crawls, indexes and serves the web.](#)

If you're thinking about hiring an SEO, the earlier the better. A great time to hire is when you're considering a site redesign, or planning to launch a new site. That way, you and your SEO can ensure that your site is designed to be search engine-friendly from the bottom up. However, a good SEO can also help improve an existing site.

Some useful questions to ask an SEO include:

- Can you show me examples of your previous work and share some success stories?

- Do you follow the Google Webmaster Guidelines?
- Do you offer any online marketing services or advice to complement your organic search business?
- What kind of results do you expect to see, and in what timeframe? How do you measure your success?
- What's your experience in my industry?
- What's your experience in my country/city?
- What's your experience developing international sites?
- What are your most important SEO techniques?
- How long have you been in business?
- How can I expect to communicate with you? Will you share with me all the changes you make to my site, and provide detailed information about your recommendations and the reasoning behind them?

While SEOs can provide clients with valuable services, some unethical SEOs have given the industry a black eye through their overly aggressive marketing efforts and their attempts to manipulate search engine results in unfair ways. Practices that violate our guidelines may result in a negative adjustment of your site's presence in Google, or even the removal of your site from our index. Here are some things to consider:

One common scam is the creation of "shadow" domains that funnel users to a site by using deceptive redirects. These shadow domains often will be owned by the SEO who claims to be working on a client's behalf. However, if the relationship sours, the SEO may point the domain to a different site, or even to a competitor's domain. If that happens, the client has paid to develop a competing site owned entirely by the SEO.

Another illicit practice is to place "doorway" pages loaded with keywords on the client's site somewhere. The SEO promises this will make the page more relevant for more queries. This is inherently false since individual pages are rarely relevant for a wide range of keywords. More insidious, however, is that these doorway pages often contain hidden links to the SEO's other clients as well. Such doorway pages drain away the link popularity of a site and route it to the SEO and its other clients, which may include sites with unsavory or illegal content.

If you feel that you were deceived by an SEO in some way, you may want to report it.

In the United States, the Federal Trade Commission (FTC) handles complaints about deceptive or unfair business practices. To file a complaint, visit: <http://www.ftc.gov/> and click on "File a Complaint Online," call 1-877-FTC-HELP, or write to:

Federal Trade Commission
CRC-240
Washington, D.C. 20580

If your complaint is against a company in a country other than the United States, please file it at <http://www.econsumer.gov/>.

- **Be wary of SEO firms and web consultants or agencies that send you email out of the blue.**

Amazingly, we get these spam emails too:

*"Dear google.com,
I visited your website and noticed that you are not listed in most of the major search engines and directories..."*

Reserve the same skepticism for unsolicited email about search engines as you do for "burn fat at night" diet pills or requests to help transfer funds from deposed dictators.

- **No one can guarantee a #1 ranking on Google.**

Beware of SEOs that claim to guarantee rankings, allege a "special relationship" with Google, or advertise a "priority submit" to Google. There is no priority submit for Google. In fact, the only way to submit a site to Google directly is through our [Add URL](#) page or by submitting a [Sitemap](#) and you can do this yourself at no cost whatsoever.

- **Be careful if a company is secretive or won't clearly explain what they intend to do.**

Ask for explanations if something is unclear. If an SEO creates deceptive or misleading content on your behalf, such as doorway pages or "throwaway" domains, your site could be removed entirely from Google's index. Ultimately, you are responsible for the actions of any companies you hire, so it's best to be sure you know exactly how they intend to "help" you. If an SEO has FTP access to your server, they should be willing to explain all the changes they are making to your site.

- **You should never have to link to an SEO.**

Avoid SEOs that talk about the power of "free-for-all" links, link popularity schemes, or submitting your site to thousands of search engines. These are typically useless exercises that don't affect your ranking in the results of the major search engines – at least, not in a way you would likely consider to be positive.

- **Choose wisely.**

While you consider whether to go with an SEO, you may want to do some research on the industry. Google is one way to do that, of course. You might also seek out a few of the cautionary tales that have appeared in the press, including this article on one particularly aggressive SEO:

http://seattletimes.nwsources.com/html/business/technology/2002002970_nwbizbriefs12.html. While Google doesn't comment on specific companies, we've encountered firms calling themselves SEOs who follow practices that are clearly beyond the pale of accepted business behavior. Be careful.

- **Be sure to understand where the money goes.**

While Google never sells better ranking in our search results, several other search engines combine pay-per-click or pay-for-inclusion results with their regular web search results. Some SEOs will promise to rank you highly in search engines, but place you in the advertising section rather than in the search results. A few SEOs will even change their bid prices in real time to create the illusion that they "control" other search engines and can place themselves in the slot of their choice. This scam doesn't work with Google because our advertising is clearly labeled and separated from our search results, but be sure to ask any SEO you're considering which fees go toward permanent inclusion and which apply toward temporary advertising.

- **What are the most common abuses a website owner is likely to encounter?**

- **What are some other things to look out for?**

There are a few warning signs that you may be dealing with a rogue SEO. It's far from a comprehensive list, so if you have any doubts, you should trust your instincts. By all means, feel free to walk away if the SEO:

- owns shadow domains
- puts links to their other clients on doorway pages

- offers to sell keywords in the address bar
- doesn't distinguish between actual search results and ads that appear on search results pages
- guarantees ranking, but only on obscure, long keyword phrases you would get anyway
- operates with multiple aliases or falsified WHOIS info
- gets traffic from "fake" search engines, spyware, or scumware
- has had domains removed from Google's index or is not itself listed in Google

Was this article helpful?

YES

NO

Help

Are you on Google?

Do you need an SEO?

Steps to a Google-friendly site

Follow our guidelines

©2015 Google - Privacy Policy - Terms of Service English

Exhibit C

Team up with a Google Partner

A Google-certified agency can help you make the most of your online advertising and build your web presence.

The badge recognizes companies we trust to help you succeed on the web with our products.



What do you need help with?

With advertising online →

With a website →

I need help with both →

[← Back](#)

[🔍 local lighthouse](#)

[Refine Results](#)

No partners found

Google Partners

© 2015 Google

[Privacy & Terms](#)

English (United States)

Exhibit D

DocuSign Envelope ID: 3D33A97A-9FBE-4A72-A2BF-283586846FC6



Transaction Receipt
Client Number: 13942262100

To:
Space In The City
Carolyn Sitt
2077 E. 2nd. Street
Brooklyn, NY 11223
917 952 8580

From:
Local Lighthouse
Local Business Marketing
Web Mktg
13681 Newport Ave Suite #153
Tustin, CA 92780

Terms	Due Date	Client ID	Bill Date
Due on receipt	07/01/2015	13942262100	07/01/2015

Description	Approximate Timeline	Line Total
Keyword Research for up to 10 Keywords	1 week	
Unique Keyword Rich Content	1-2 weeks	
Site Design	2 weeks	
Index with Google Yahoo Bing	2-3 weeks	
Google Places	4 weeks	
Analytical Reporting	Daily/PARC Reporting	
Site Optimization	On Going	
Social Media	On Going	
Guaranteed First Page Placement	30 to 90 Days	
Access to PARC (Performance and Reporting Center)	24 Hrs	
Target City: Manhattan, NY		
Terms of Agreement: 6 months at the rate of \$99 per month		Initial Charge: (Including First Month) \$199

The term of this agreement shall commence and become effective as of the sign-up date, which coincides with the one-time initial charge of \$199. Carolyn Sitt agrees to pay on a monthly basis at the rate of \$99 per month. The monthly re-occurring payment will coincide with the date of set up. Carolyn Sitt agrees to make all payments using Visa card ending in 1854 with an expiration date of 04/17. This agreement is valid until agreement expires. Upon expiration of the 6 month agreement, the agreement will continue on a month to month basis at the monthly rate of \$99 for 6 additional months. After 12 months of service the agreement will continue on a month to month basis at the rate of \$49 per month for hosting and continued optimization. By signing this agreement, Carolyn Sitt agrees to the terms located at localighthouse.com/terms. Welcome to Local Lighthouse and we look forward to helping you grow your business!

I understand the charges and authorize this company to charge my credit card on file.

DocuSigned by:

CAROLYN SITT

7/3/2015

Should you have any questions or need assistance, please feel free to call 888-370-8231. Please refer to Client ID: 013942262100 on all correspondence or when contacting us.

Exhibit E

Local Lighthouse Terms & Conditions

PLEASE READ THESE TERMS OF USE CAREFULLY.

The following are terms of a legal agreement between you and Local Lighthouse Inc. By using Local Lighthouse service or submitting your credit card or checking account information you acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, please do not proceed.

This statement covers all Local Lighthouse Inc. sites.

LOCAL LIGHTHOUSE ADVERTISING SERVICES TERMS AND CONDITIONS

- 1. INTRODUCTION:** Local Lighthouse, Inc. (Local Lighthouse) a California Corporation, agrees to provide you (the "USER") with advertising services, subject to your compliance with the terms and conditions.
- 2. TERM, PAYMENT, & MODIFICATION:** The term of this agreement shall commence and become effective as of the sign-up date, which coincides with the one-time non-refundable down payment (SETUP FEE). Site creation is included with initial setup fee and monthly fee. In addition, Local Lighthouse will use any USER-provided content to assist in site creation. Any content provided, USER revisions, or site alteration requests after site is active on the internet may be subject to design fee (\$59.00 per hour). The design fee will not be applied if Local Lighthouse is correcting an error on the site. Any other changes requested by the USER will be subject to the \$59.00 per hour design fee upon completion and publication of the site. These advertising services are on a MONTH-TO-MONTH or 180-day term and shall remain that way until the end of the agreement or until USER no longer requires services. USER will be charged on credit card on file each month coinciding with the date of set up. (If USER signs up March 1st, credit card will be charged each month on the 1st of the month). Online Presence and Website Optimization differs in results with each client depending on area and saturation of industry. Local Lighthouse has continued success ranking their clients on the first page of search engines. Local Lighthouse guarantees that USER will be ranked on the first page of Google, Yahoo, or Bing within the first Ninety Days of USER paying for services. If Local Lighthouse does not produce a first page ranking after a three-month time period, then the service will be extended free of charge until such time that a first page ranking has been achieved. Once first page ranking has been achieved, contract charges will resume as per client agreement established upon sign up date. Local Lighthouse is dedicated to producing results for USER faster than any competitor at a fraction of the cost. USER agrees that billing is monthly in accordance to date of sign up and shall remain that way until USER notifies Local Lighthouse in writing. USER must cancel with 15 days notice to not be billed for monthly charges. If USER cancels before monthly billing cycle is complete, USER agrees to pay for entire month.
- 3. CANCELLATION:** The periodic Local Lighthouse fee is valid from the period starting on the billing date and continues through the periodic anniversary date. Upon the fulfillment of the USER Agreement with Local Lighthouse, if USER wishes to terminate service more than 15 days prior to the next anniversary billing date, the next monthly fee will not be charged. If USER requests to terminate service within 15 days of the next anniversary billing date, then USER agrees to pay the charge due on the next billing date. When cancelling service with Local Lighthouse, USER must call in and receive a cancellation confirmation/confirmation number 15 days prior to USER's anniversary billing date before service can be terminated. USER agrees that any charges incurred prior to cancellation are valid. Upon cancellation, Local Lighthouse will keep the website online and active for 30 days or until repurposing, whichever is sooner.
- 4. PAYMENT:** Except as expressly set forth herein, all payments are non-refundable. If payment is made using a credit card or if there are any periodic charges for publication of a site, those charges may be billed automatically to a credit card provided by USER. USER agrees to have credit card on file charged monthly by Local Lighthouse. Unless Local Lighthouse provides a written billing agreement listing otherwise, charges will be automatically billed to the credit card USER designated during the setup process. Local Lighthouse reserves the right to collect and send to collection agencies any outstanding balance due 30 days after the payment due date. If USER's credit card on file expires, USER hereby gives Local Lighthouse permission to charge the credit card with a later expiration date to allow for continued payment of Local Lighthouse service. Customer may provide updated credit card information to Local Lighthouse verbally, and allows Local Lighthouse to use that information accordingly for continuation of service. In addition, a penalty fee may be incurred or cancellation may be initiated if USER fails to update credit card information. USER authorizes Local Lighthouse and/or its affiliates (Local Business Marketing and Web Marketing) to collect any charges related to the service of USER's account.
- 5. PAYMENT CHANGES:** USER may designate another credit card at any time. In addition, a penalty fee may be incurred or cancellation may be initiated if USER fails to update outdated, or otherwise incorrect credit card information. USER must notify Local Lighthouse 30 days prior to make any changes to billing information or charging procedures.
- 6. OWNERSHIP OF NON-USER PROPERTY:** Title and full ownership rights in and to the advertising services, together with any and all ideas, concepts, computer programs, and other technology supporting or otherwise relating to Local Lighthouse Inc.'s operation of the Local Lighthouse network and website(s) (collectively, the "Local Lighthouse Materials"), shall remain at all times solely with Local Lighthouse and/or with the respective outsourced service provider or author. Upon the completion of 12 Monthly payments by USER to Local Lighthouse, USER will acquire ownership of USER's DOMAIN and said domains WEBSITE FILES. USER acknowledges that it has and will not acquire any ownership interest in any other Local Lighthouse materials mentioned by way of this Agreement.
- 7. USER REPRESENTATIONS AND WARRANTIES:** USER represents and warrants to Local Lighthouse that for the term of this Agreement: this Agreement constitutes a valid, binding, and enforceable agreement in accordance with its terms; information or data that USER (including its agents or representatives) has provided or will provide for Advertising Services is and will be both accurate and complete to the best of USER's knowledge; USER is the authorized owner or representative of the business for which Advertising Services will be performed; and, USER's Web site will not violate any applicable law or regulation; does not infringe in any manner any third party rights, including, without limitation copyright, patent, trademark, trade secret, or other intellectual property right or right of privacy or publicity; is not false or misleading; has not and will not result in any consumer fraud, product liability, breach of contract, injury, damage, or harm of any kind to any person or entity; is not defamatory, libelous, slanderous, or threatening; is free of viruses; does not contain, promote, or offer any form of spyware, adware, or other advertising or information collection software; and/or does not contain, link to or promote any of the following: violence, hate crimes (whether racial or otherwise), illegal activities, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

8. USER COVENANTS: USER further agrees to perform as follows: USER will not hold Local Lighthouse or its affiliates liable or responsible for the activities of visitors who come to USER's website(s) through Advertising Services. USER agrees that it is solely responsible for any and all content or other materials that Local Lighthouse places on a site on customer's behalf. If USER sells or promotes adult materials, alcohol, tobacco products, or other age restricted products and/ or services, USER will: (i) have age verification on its sites home page and in the sales process in compliance with all applicable laws and regulations; and (ii) shall not offer such products and/or services in jurisdictions in which they are prohibited or are in any way restricted.
9. SITE STRUCTURE AND TARGETTING: USER acknowledges and agrees that the standard site built by Local Lighthouse for USER will follow a pre-determined format. The site will contain seven (7) tabs, each containing distinct and unique content, as well as a maximum of six (6) pictures to be used throughout the site, not including logo provided by USER. If USER requests any changes, revisions, deletions, or additions to the standard site structure, USER agrees to pay an additional design fee of \$59 per hour. Any change to the standard site structure must be submitted before site is published online. USER acknowledges and agrees that the site built by Local Lighthouse for USER will specifically target and optimize for one (1) city. Any additional target cities or locations requested by USER will require an additional site built by Local Lighthouse with all applicable and related charges. Although results commonly spread into areas surrounding the target city, Local Lighthouse only guarantees placement for the stated target city.
10. REPORTING AND REVISIONS: Local Lighthouse will primarily use an online reporting system, Performance And Reporting Center (PARC), to communicate site performance and search engine rankings. PARC will also be the primary form of communication between USER and Local Lighthouse. USER will be issued a username and password to PARC by Local Lighthouse. USER agrees to use PARC as the primary tool to submit revision requests, general questions, and viewing monthly reports and analytics.
11. USER acknowledges and agrees that it will be accorded one (1) minor text or picture revision per month to their website at no additional expense. The USER can request changes be made to the text or pictures on the website. The revision cannot include alterations or modifications to the layout design of website or a complete redesign of the overall website. USER agrees that Local Lighthouse will charge a design fee of \$59/hour for any additional changes to the website beyond the one (1) minor text or picture revision per month.
12. COMMUNICATION: In efforts to consistently improve our services, Local Lighthouse always wants to hear from our customers. Whether comments, suggestions, praise, complaints, or any other communication, Local Lighthouse is listening. You grant Local Lighthouse a perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, publicly perform, and publicly display (in whole or in part) your communication in any form, your name, and any related copyrights, moral rights, or other intellectual property rights.
13. TERMINATION: Local Lighthouse may at any time and at its sole discretion terminate service to any USER for any reason. If USER initiates an inquiry or disputes charges for services, Local Lighthouse reserves the right to terminate the agreement between USER and Local Lighthouse with no refund available. USER may terminate their signed agreement at any time with a one-time termination fee of \$450 or by paying the monthly fees for the remainder of their agreement's term (whichever is less).
14. USER INDEMNIFICATION OBLIGATIONS: USER agrees to indemnify, defend, and hold harmless Local Lighthouse, its distribution partners, its licensors and licensees, and affiliated companies, and any of their officers, directors, employees, representatives and agents, from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits, or proceedings (collectively being referred to herein as a "Claim") for, including without limitation, libel, violation of right of privacy or publicity, copyright infringement, trademark infringement, or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability, or violation of any law, statute, ordinance, rule, or regulation throughout the world in connection with Advertising Services performed on behalf of USER, USER's client's website(s) or contents therein, USER's conduct, acts or omissions, or any alleged or proven breach by USER of any term, condition, agreement, representation, or warranty herein, excluding any Claim that arises solely from the acts or omissions of Local Lighthouse or its agents or employees. Local Lighthouse will notify USER of any claim, action, or demand for which indemnity is required in the reasonable opinion of Local Lighthouse and will cooperate reasonably with USER at USER's expense. At the election of Local Lighthouse, USER shall advance to Local Lighthouse amounts in satisfaction of such Claim, which Local Lighthouse may hold in escrow pending resolution of such Claim. The law firm USER chooses to defend Local Lighthouse must be experienced in defending similar claims and will be subject to Local Lighthouse's approval, which will not be unreasonably withheld. USER may not settle any lawsuit or matter relating to the culpability or liability of Local Lighthouse without the prior written consent of Local Lighthouse. Local Lighthouse will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense. Without limiting any rights and remedies hereunder or under applicable law, Local Lighthouse shall have the right to set off any liability of USER to Local Lighthouse with respect to a Claim against any amounts held on deposit with Local Lighthouse by USER.
15. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER: USER acknowledges and agrees that it will not hold Local Lighthouse liable for any errors in content, omissions, consequences, damages, costs, refunds, or rebates of any kind arising from any interruption of service or other unavailability of the Internet or website(s) in which the advertisements are published for whatever reason. Local Lighthouse makes no representations or warranties relating to the results of Advertising Services, including without limitation, the number of impressions or click-through and any promotional effect or return on investment thereof. As Local Lighthouse relies on third parties for certain data, Local Lighthouse makes no guarantees regarding the accuracy, reliability, or completeness of any usage statistics. In no event shall Local Lighthouse be responsible for any consequential, special, lost profits, or other damages arising under this Agreement. Without limiting the foregoing, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action, fire, flood, earthquake, power failure, riot, explosion, labor, or material shortage, carrier interruption of any kind or work slowdown.
16. FORCE MAJEURE: Neither USER nor Local Lighthouse will be in breach of its obligations under this Agreement (other than obligations to pay monies due) in the event that, for cause or causes beyond its reasonable control, such party is unable to perform, in whole or in part, any one or more of its obligations under this agreement. Such causes will include, but not limited to, labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the Internet, computer viruses, snow storms, hurricanes or other acts of God, insurrection, or any other cause not within the reasonable control of Local Lighthouse or USER.
17. ENTIRE AGREEMENT: This Agreement between Local Lighthouse and USER supersedes any other oral or written agreements regarding the advertising services specified in this agreement. Neither USER nor any agent of Local Lighthouse may amend these terms and conditions or add any provision to or delete any provision from this Application or any addendum, and any such amendments, additions or deletions are void. No oral or written representation made by any person that purports to modify this agreement is binding on Local Lighthouse Inc. Moreover, USER confirms that USER has not relied upon any such representation in entering into this Agreement.
18. GOVERNING LAW: USER and Local Lighthouse Inc. agree that this agreement and all disputes relating to this agreement will be governed by and interpreted according to the laws of the State of California.
19. AUTHORITY: The person submitting credit card or checking account information or subscribing to serve hereby certifies that he or she is either USER, or that he or she has been lawfully authorized to submit Agreement and authorize the placement of advertising on behalf of USER. Terms and conditions are subject to change without notice.

Terms and conditions are subject to change without notice.

Phone: (888) 370-8231

Fax: (888) 370-8232

Email: support@locallighthouse.com

Web: www.locallighthouse.com

13681 Newport Ave. ST #8153
Tustin, CA 92780



#adwords

about 5 hours ago



@sengineland @AndrewDennis33

#LinkBuilding

seInd.com/1HLraBr

about 7 hours ago

> Overview

> Websites

> About SEO

> Reporting

> Social Media

> About

> Pricing

> News

> Support

> Site Map

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 Eddie Sitt, individually on behalf of himself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Monmouth
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)
 The Sultz Law Group PC 646-722-4266
 77 Water Street, 8th Floor
 New York, NY 10005

DEFENDANTS
 Local Lighthouse, Corp. and John Does 1-10,

County of Residence of First Listed Defendant Orange County, CA
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
		IMMIGRATION		FEDERAL TAX SUITS	
		<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C. 1332(d)(2); 47 U.S.C. 227

Brief description of cause:
 NJSA 56.8-1, et. seq., NY GBL 349, 350, fraud, breaches of warranty & contract, 47 U.S.C. 227, unjust enrichment

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 30,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 07/24/2015 SIGNATURE OF ATTORNEY OF RECORD Joseph Lipari /s/

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____