

1 Jacob Harker (State Bar No. 261262)
2 LAW OFFICES OF JACOB HARKER
3 582 Market Street, Suite 1007
4 San Francisco, CA 94104
5 Tel: (415) 624-7602
6 Fax: (415) 684-7757
7 Email: jacob@harkercounsel.com

8 Daniel L. Balsam (State Bar No. 260423)
9 THE LAW OFFICES OF DANIEL BALSAM
10 2601C Blanding Avenue #271
11 Alameda, CA 94501
12 Tel: (415) 869-2873
13 Fax: (415) 869-2873
14 Email: legal@danbalsam.com

15 Attorneys for Plaintiffs

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF SAN FRANCISCO (UNLIMITED JURISDICTION)**

18 FENWICK CRECY, an individual;
19 KIM MAH, an individual;
20 MASON FARRELL, an individual;
21 FATIMA HAWANA, an individual;
22 JERRY PHILLIPS, an individual;

23 Plaintiffs,

24 v.

25 CHW GROUP, INC., a New Jersey
26 corporation dba CHOICE HOME
27 WARRANTY; and
28 DOES 1-200;

29 Defendants.

) Case No.: **CGC-18-568356**

) **COMPLAINT FOR DAMAGES**

) **1. VIOLATIONS OF CALIFORNIA**
) **RESTRICTIONS ON UNSOLICITED**
) **COMMERCIAL E-MAIL (Cal. Bus. &**
) **Prof. Code § 17529.5)**

30 COME NOW PLAINTIFFS FENWICK CRECY *et al* and file this Complaint for one cause of
31 action against Defendants CHW GROUP, INC. dba CHOICE HOME WARRANTY (“CHW”)
et al and allege as follows:

ENDORSED
FILED
San Francisco County Superior Court
JUL 24 2018
CLERK OF THE COURT
By: ROSSALY DE LA VEGA
Deputy Clerk

1 **I. INTRODUCTION AND SUMMARY OF THE COMPLAINT**

2 1. Plaintiffs FENWICK CRECY *et al* bring this Action against professional “spamvertiser”
3 CHW GROUP, INC. dba CHOICE HOME WARRANTY (“CHW”) and its Marketing Partners
4 for advertising/conspiring to advertise in 75 unlawful unsolicited commercial emails (“spams”)
5 advertising home warranties. Exhibit A is a representative sample (showing the spam as appears
6 in the recipient’s inbox, clickthrough and redirect links, full headers, and source code), and
7 Plaintiffs incorporate Exhibit A herein by reference.

8 2. No Plaintiff gave direct consent to receive commercial email advertisements from, or had
9 a preexisting or current business relationship with, CHW or any other entity advertised in the
10 spams.

11 3. The spams all materially violated California Business & Professions Code § 17529.5
12 (“Section 17529.5”) due to materially false and deceptive information contained in or
13 accompanying the email headers (i.e. From Name, Sender Email Address, and Subject Line).

14 4. CHW is strictly liable for advertising in spams sent by its Marketing Partners. Even if
15 CHW’s Marketing Partners are not directly liable under Section 17529.5 for advertising in the
16 spams, they are still liable on the basis of civil conspiracy, as discussed herein.

17 5. Spam recipients are not required to allege or prove reliance or actual damages to have
18 standing. *See* Cal. Bus. & Prof. Code § 17529.5(b)(1)(A)(iii). Plaintiffs elect to recover
19 statutory damages only and forego recovery of any actual damages. *See* Cal. Bus. & Prof. Code
20 § 17529.5(b)(1)(B).

21 6. This Court should award liquidated damages of \$1,000 per email as provided by
22 Section 17529.5(b)(1)(B)(ii), and not consider any reduction in damages, because CHW and its
23 Marketing Partners failed to implement reasonably effective systems to prevent advertising
24 in/conspiring to advertise in unlawful spams. The unlawful elements of these spams represent
25 willful acts of falsity and deception, rather than clerical errors.

26 7. This Court should award Plaintiffs their attorneys’ fees pursuant to Section
27 17529.5(b)(1)(C). *See also* Cal. Code of Civil Procedure § 1021.5, providing for attorneys’ fees
28 when private parties bear the costs of litigation that confers a benefit on a large class of persons;
29 here, by reducing the amount of false and deceptive spam received by California residents.

1 **II. PARTIES**

2 **A. Plaintiffs**

3 8. FENWICK CRECY (“CRECY”) was domiciled in and a citizen of the State of
4 California, when he received the spams at issue. The spams at issue were sent to CRECY’s
5 email address rcrecy44@gmail.com that she ordinarily accesses from California.

6 9. KIM MAH (“MAH”) was domiciled in and a citizen of the State of California, when she
7 received the spams at issue. The spams at issue were sent to MAH’s email address
8 kimmah53@earthlink.net that he ordinarily accesses from California.

9 10. MASON FARRELL (“FARRELL”) was domiciled in and a citizen of the State of
10 California, when he received the spams at issue. The spams at issue were sent to FARRELL’s
11 email address masebruch@gmail.com that he ordinarily accesses from California.

12 11. FATIMA HAWANA (“HAWANA”) was domiciled in and a citizen of the State of
13 California, when she received the spams at issue. The spams at issue were sent to HAWANA’s
14 email address hawanaf@yahoo.com that he ordinarily accesses from California.

15 12. JERRY PHILLIPS (“PHILLIPS”) was domiciled in and a citizen of the State of
16 California, when he received the spams at issue. The spams at issue were sent to DAVIS’s email
17 address jephilli2288@gmail.com that he ordinarily accesses from California.

18 13. Plaintiffs’ joinder in this Action is proper pursuant to Cal. Code of Civil Procedure § 378
19 because Plaintiffs seek relief based on the same series of transactions or occurrences: all received
20 similar spams in the same general time period advertising CHW’s websites and its home
21 warranties, and all of those spams were sent by CHW or its Marketing Partners. The same
22 questions of law (e.g., violations of Section 17529.5, strict liability) and fact (e.g., direct consent,
23 practices and procedures to prevent advertising in unlawful spam) will arise in this Action. The
24 fact that each Plaintiff does not sue for exactly the same spams does not bar joinder: “It is not
25 necessary that each plaintiff be interested as to every cause of action or as to all relief prayed for.
26 Judgment may be given for one or more of the plaintiffs according to their respective right to
27 relief.” Cal. Code Civ. Proc. § 378(b).

28 **B. Defendants**

29 **1. *CHW Group, Inc.***

30 14. Plaintiffs are informed and believe and thereon allege that Defendant CHW GROUP,
31 INC. dba CHOICE HOME WARRANTY (“CHW”) is now, and was at all relevant times, a New

1 Jersey Corporation with its principal place of business in Edison, New Jersey. Plaintiffs are
2 informed and believe and thereon allege that CHW is responsible for advertising its websites and
3 home warranties in all of the spams at issue in this Action.

4 **2. Marketing Partner Defendants**

5 15. Plaintiffs are informed and believe and thereon allege that CHW entered into various
6 contracts (“Marketing Partner Contracts”) with third-party spam networks and publishers
7 (“Marketing Partners”) who advertised in and sent some, if not all, of the spams at issue.
8 Pursuant to the terms of the Marketing Partner Contracts, CHW and each respective Marketing
9 Partner agreed to share in the benefits and risks derived from email advertising campaigns
10 advertising CHW’s websites/products and the Marketing Partners’ services. Plaintiffs further
11 allege, on information and belief, that pursuant to the terms of the Marketing Partner Contracts,
12 the Marketing Partner Defendants who sent the spams used their own lists of email addresses (as
13 opposed to lists provided by CHW) as the source of intended recipients for the spams. Plaintiffs
14 further allege, on information and belief, that in some cases, the Marketing Partners (as opposed
15 to CHW) created the unlawful content in the emails, such as the From Names, Subject Lines,
16 sending email addresses, and clickthrough hyperlinks. Just as Valpak also advertises its own
17 mailing services when sending “snail mail” advertisements for its partners, so did CHW’s
18 Marketing Partners advertise their own emailing services when they sent these spams for CHW.

19 **3. DOE Defendants**

20 16. CHW’s Marketing Partners, whom Plaintiffs cannot identify at this time, advertised in
21 and/or conspired with CHW to advertise in all of the spams at issue.

22 17. Plaintiffs do not know the true names or legal capacities of the Defendants designated
23 herein as DOES 1 through 200, inclusive, and therefore sue said Defendants under the fictitious
24 name of “DOE.” Plaintiffs allege that certain Defendant(s) designated herein as DOES
25 advertised in/conspired with CHW to advertise in all of the spams at issue.

26 18. Plaintiffs are informed and believe and thereon allege that each of the Defendants
27 designated herein as a DOE is legally responsible in some manner for the matters alleged in this
28 complaint and is legally responsible in some manner for causing the injuries and damages of
29 which Plaintiffs complain. Plaintiffs are informed and believe and thereon allege that each of the
30 Defendants designated herein as a DOE Defendant was, at all times relevant to the matters
31 alleged within this complaint, acting in conjunction with the named Defendants, whether as a

1 director, officer, employee, partner, affiliate, customer, participant, or co-conspirator. When the
2 identities of DOE Defendants 1-200 are discovered, or otherwise made available, Plaintiffs will
3 seek to amend this Complaint to allege their identity and involvement with particularity.

4 19. Defendants' joinder in this Action is proper pursuant to Cal. Code of Civil Procedure
5 § 379 because Plaintiffs seek relief jointly and severally from Defendants arising from the same
6 series of transactions and occurrences, and because common questions of law and fact as to
7 Defendants will arise in the Action. The fact that all Defendants may not be implicated in all
8 spams does not bar joinder: "It is not necessary that each defendant be interested as to every
9 cause of action or as to all relief prayed for. Judgment may be given against one or more
10 defendants according to their respective liabilities." Cal. Code Civ. Proc. § 379.

11 12 **III. JURISDICTION AND VENUE**

13 **A. Jurisdiction is Proper in a California Superior Court**

14 20. This California Superior Court has jurisdiction over the Action because all Plaintiffs are
15 located in California, HAWANA's claims exceed the \$25,000 minimum for unlimited
16 jurisdiction, and no Plaintiff's claims exceeds \$75,000.

17 **B. Venue is Proper in San Francisco County**

18 21. Venue is proper in San Francisco County (or indeed, any county in California of
19 Plaintiffs' choosing) because CHW is a foreign company that has not designated the location and
20 address of a principal office in California or registered to do business in California with the
21 California Secretary of State. *See Easton v. Superior Court of San Diego (Schneider Bros. Inc.)*,
22 12 Cal. App. 3d 243, 246 (4th Dist. 1970).

23 22. Also, "A corporation or association may be sued in the county where . . . the obligation or
24 liability arises." Code Civ. Proc. § 395.5.

25 For purposes of laying venue, a liability 'arises' where the injury occurs. . . . The
26 'obligation or liability' provision of section 395.5 does *not* require that the
27 defendant perform any act inside the county for venue to be proper; it merely
requires that *the obligation arise there*.

28 *Black Diamond Asphalt Inc. v. Superior Court of San Joaquin County*, 109 Cal. App. 4th 166,
29 172, 173 (3d Dist. 2003) (internal citations omitted) (emphasis added). Here, Defendants'
30 obligations arose in San Francisco County, where Plaintiff CRECY received the spams and was
31 damaged.

1 **IV. 75 UNLAWFUL SPAMS**

2 23. Plaintiffs allege that Defendants engaged in tortious conduct: “wrongful act[s] other than
3 a breach of contract for which relief may be obtained in the form of damages or an injunction.”
4 See Merriam-Webster, www.merriam-webster.com/dictionary/tort (last viewed Nov. 5, 2013).

5 24. California’s False Advertising Law, Business & Professions Code § 17500
6 prohibits “not only advertising which is false, but also advertising which[,]
7 although true, is either actually misleading or which has a capacity, likelihood or
8 tendency to deceive or confuse the public.” . . . [T]he UCL and the false
advertising law prohibit deceptive advertising even if it is not actually false.

9 *Chapman v. Skype Inc.*, 220 Cal. App. 4th 217, 226-27 (2d Dist. 2013) (citation omitted).

10 **A. The Emails at Issue are “Spams”; Recipients and Counts**

11 25. The emails at issue are “commercial email advertisements”¹ because they were initiated
12 for the purpose of advertising and promoting CHW and its Marketing Partners’ products and
13 services.

14 26. The emails are “unsolicited commercial email advertisements”² because no Plaintiff gave
15 “direct consent”³ to or had a “preexisting or current business relationship”⁴ with CHW or any of
16 its Marketing Partners.

17 _____
18 ¹ “‘Commercial e-mail advertisement’ means any electronic mail message initiated for the
19 purpose of advertising or promoting the lease, sale, rental, gift offer, or other disposition of any
20 property, goods, services, or extension of credit.” Bus. & Prof. Code § 17529.1(c).

21 ² “‘Unsolicited commercial e-mail advertisement’ means a commercial e-mail advertisement sent
22 to a recipient who meets both of the following criteria: (1) The recipient has not provided direct
23 consent to receive advertisements from the advertiser. (2) The recipient does not have a
24 preexisting or current business relationship, as defined in subdivision (l), with the advertiser
25 promoting the lease, sale, rental, gift offer, or other disposition of any property, goods, services,
or extension of credit.” Bus. & Prof. Code § 17529.1(o).

26 ³ “‘Direct consent’ means that the recipient has expressly consented to receive e-mail
27 advertisements *from the advertiser*, either in response to a clear and conspicuous request for the
consent or at the recipient's own initiative.” Bus. & Prof. Code § 17529.1(d) (emphasis added).

28 ⁴ “‘Preexisting or current business relationship,’ as used in connection with the sending of a
29 commercial e-mail advertisement, means that the recipient has made an inquiry and has provided
30 his or her e-mail address, or has made an application, purchase, or transaction, with or without
31 consideration, regarding products or services offered by the advertiser. [.]” Bus. & Prof. Code
§ 17529.1(l).

1 27. Plaintiffs did not consent or acquiesce to receive the spams at issue. Plaintiffs did not
2 waive any claims related to the spams at issue.

3 28. Defendants advertised in, sent, and/or conspired to send at least 32 unlawful spams that
4 Plaintiffs received at their "California email addresses"⁵ as shown below:

| 5 PLAINTIFF | SPAMS RECEIVED | PLAINTIFF | SPAMS RECEIVED |
|-------------|-------------------|--------------|-------------------|
| 6 CRECY | 8 | MAH | 10 |
| 7 FARRELL | 14 | HAWANA | 13 |
| 8 PHILLIPS | 13 | TOTAL | 75 |

9 29. The spams are all unlawful because there is materially false and deceptive information
10 contained in or accompanying the email headers as described in more detail below.

11 30. Although "fraud" in the context of a Cal. Business & Professions Code § 17500 action
12 does not mean the common-law tort,⁶ Plaintiffs are not bringing claims for fraud and are not
13 required to plead with particularity.

14 **B. Spams With Generic or False From Names Misrepresent Who is Advertising in the**
15 **Spams and Violate Cal. Business & Professions Code § 17529.5(a)(2)**

16 31. Section 17529.5(a)(2) prohibits falsified or misrepresented information contained in or
17 accompanying email headers.

18
19
20
21 ⁵ "California e-mail address" means 1) An e-mail address furnished by an electronic mail service
22 provider that sends bills for furnishing and maintaining that e-mail address to a mailing address
23 in this state; 2) An e-mail address ordinarily accessed from a computer located in this state; 3)
24 An e-mail address furnished to a resident of this state." Bus. & Prof. Code § 17529.1(b).

25 ⁶ See *Day v. AT&T Corporation*, 63 Cal. App. 4th 325, 332 (1st Dist. 1998) ("Actual deception
26 or confusion caused by misleading statements is not required The term 'fraudulent' as used
27 in the section 'does not refer to the common law tort of fraud' but only requires a showing
28 members of the public 'are likely to be deceived.' No proof of direct harm from a defendant's
29 unfair business practice need be shown, such that '[a]llegations of actual deception, reasonable
30 reliance, and damage are unnecessary.") (citations omitted). See also *Buller v. Sutter Health*,
31 160 Cal. App. 4th 981, 986 (1st Dist. 2008) ("In order to state a cause of action under the fraud
prong of the [Unfair Competition Law] a plaintiff need not show that he or others were actually
deceived or confused by the conduct or business practice in question. The 'fraud prong of [the
UCL] is unlike common law fraud or deception. A violation can be shown even if no one was
actually deceived, relied upon the fraudulent practice, or sustained any damage. Instead, it is
only necessary to show that members of the public are likely to be deceived").

1 32. The From Name field is part of email headers. The From Name does not include the
2 Sender Email Address. So, for example, if an email's From Line says: "John Doe
3 <johndoe@yahoo.com>", the From Name is just "John Doe."

4 33. The From Name in an email's headers is, not surprisingly, supposed to identify who the
5 email is from; it is not supposed to be an advertising message. Because computers must use
6 standard protocols in order to communicate, the Internet Engineering Task Force created a
7 collection of "Requests for Comment" ("RFCs") that define the rules that enable email to work.
8 According to RFC 5322 at ¶ 3.6.2 (emphasis in original):

9 The "From:" field specifies the author(s) of the message, that is, the mailbox(es)
10 of the person(s) or system(s) responsible for the writing of the message. . . . In all
11 cases, the "From:" field SHOULD NOT contain any mailbox that does not belong
12 to the author(s) of the message.

13 34. Plaintiffs do not insist on any particular label (e.g., "Choice Home Warranty," etc.) in the
14 From Name field. Rather, Plaintiffs contend that the text, whatever it is, cannot misrepresent
15 who the emails are from.

16 35. The From Name is important to an email user, because in almost all email programs, the
17 inbox view only displays a list of emails, showing the From Name, Subject Line, and Send Date.
18 Therefore, even if the body of the email identifies the advertiser, the recipient will not know that
19 until s/he has already clicked to open the email.

20 36. Indeed, empirical evidence has
21 demonstrated that the From Name is the
22 most important factor email recipients use
23 to determine whether or not an email is
24 spam. See eMarketer, E-Mail Open Rates
25 Hinge on 'Subject' Line, available at
26 [http://www.emarketer.com/Article/E-Mail-](http://www.emarketer.com/Article/E-Mail-Open-Rates-Hinge-on-Subject-Line/1005550)

| Select Criteria Used by US Internet Users to Decide Whether to Click on an E-Mail "Report Spam" or "Junk" Button without Opening the Actual Message, December 2006 (% of respondents) | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| "From" line | 73% |
| "Subject" line | 69% |
| Note: n=2,252 AOL, MSN/Hotmail, Yahoo!, Lycos, Excite, Gmail, Netscape or Compuserve users Source: Email Sender and Provider Coalition (ESPC) and Ipsos, March 2007 082363 www.emarketer.com | |

27 Open-Rates-Hinge-on-Subject-Line/1005550 (Oct. 31, 2007). Thus, a From Name that
28 misrepresents who a spam is from is not a mere technical error; rather, it is a material
29 misrepresentation of the most important part of the email header.

30 37. Although Plaintiffs do not sue under the federal CAN-SPAM Act, Plaintiffs note that the
31 Federal Trade Commission has also identified the From Name as the first item in misleading
header information in its guide to CAN-SPAM compliance when it stated

1 1. Don't use false or misleading header information. Your "From," "To,"
2 "Reply-To," and routing information – including the originating domain name
3 and email address – *must be accurate and identify the person or business who*
 initiated the message.

4 Federal Trade Commission, CAN-SPAM Act: A Compliance Guide for Business, available at
5 <http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>
6 (emphasis added).

7 38. In *Balsam v. Trancos Inc.*, the unlawful spams were sent from generic From Names that
8 did not identify anyone. The trial court ruled, and the court of appeal affirmed in all respects,
9 that generic From Names violate the statute because they misrepresent who the emails are from:

10 ... The seven [] emails do not truly reveal who sent the email The []
11 "senders" identified in the headers of the [] seven emails do not exist or are
12 otherwise misrepresented, namely Paid Survey, Your Business, Christian Dating,
13 Your Promotion, Bank Wire Transfer Available, Dating Generic, and Join Elite. .
 . . . Thus the sender information ("from") is misrepresented.

14 203 Cal. App. 4th 1083, 1088, 1090-91, 1093 (1st Dist. 2012), *petition for review denied*, 2012
15 Cal. LEXIS 4979 (Cal. May 23, 2012), *petition for certiori denied*, 2012 U.S. LEXIS 8423 (U.S.
16 Oct. 29, 2012), *petition for rehearing denied*, 2013 U.S. LEXIS 243 (U.S. Jan. 7, 2013). More
17 specifically, *Balsam* confirmed that generic From Names that "do not exist or are otherwise
18 misrepresented when they do not represent any real company and cannot be readily traced back
19 to the true owner/sender" violate the statute. *Id.* at 1093. The Court affirmed the award of
20 \$1,000 liquidated damages for the seven emails with misrepresented information in the From
21 Name field, even though most of the spams identified the advertiser in the body. *Id.* at 1091,
22 1093. Therefore, truthful information in the body of a spam does not cure misrepresented
23 information contained in or accompanying the headers.

24 39. Most of the spams that Plaintiffs received advertising CHW's website and products
25 shows generic text such as: "You're Approve" and "Choice Home" in the From Name field.
26 These From Names misrepresent who the spam is really from. These From Names could just as
27 easily been advertisements for CHW's competitors.

28 40. In *Fink v. Byron Udell & Associates Inc.*, the trial court overruled defendant's demurrer
29 (in which the defendant argued that fake names in the From Name field did not violate Section
30 17529.5), ruling that the fictitious people in the From Names did not identify the true sender.

1 No. CGC-14-542524 at *2 (Super. Ct. Cal. Cty. of San Francisco July 1, 2015) (order overruling
2 defendant's demurrer and denying motion to strike).

3 41. In *Rosolowski v. Guthy-Renker LLC*, the court permitted From Names that were not the
4 sender's official corporate name when the identity of the sender was readily ascertainable in the
5 body. 230 Cal. App. 4th 1403, 1407, 1416 (2d Dist. 2014). However, the From Names in that
6 case (Proactiv and Wen Hair Care) were the advertiser's fanciful trademarks and well-known
7 brands with their own websites. But here, unlike the spams in *Rosolowski*, many of the From
8 Names are generic or false; they are not well-known trademarks and/or brands readily associated
9 with Defendants. There is no way an ordinary consumer, looking at the emails in his/her inbox,
10 could readily associate them with Defendants.

11 42. Moreover, in all of the spams at issue, the sender is not identified anywhere in the body
12 of the spams, so *Balsam* would control, not *Rosolowski*.

13 43. Even where a spam purports to identify the sender in the body, using that information
14 alone as described in *Rosolowski*, an ordinary consumer can still never be sure that the
15 information is true, because spammers can and often do make false claims. For example, a
16 "phishing" spam might appear to come from Bank of America, even including BofA's logo and
17 address in the body of the spam, although the spam was not in fact sent from BofA. *See e.g.*
18 Federal Trade Commission, *Phishing*, <https://www.consumer.ftc.gov/articles/0003-phishing>. As
19 another example, in 2017 the Federal Trade Commission sued Daniel Croft for unlawful
20 spamming. Press Release, FTC Halts Imposter Scheme that Falsely Claimed Connection to the
21 Agency (Apr. 11, 2017), available at [https://www.ftc.gov/news-events/press-releases/2017/04/
22 ftc-halts-imposter-scheme-falsely-claimed-connection-agency](https://www.ftc.gov/news-events/press-releases/2017/04/ftc-halts-imposter-scheme-falsely-claimed-connection-agency). Among other false and
23 misleading representations, the body of the spams led consumers to believe that certain other
24 parties had been shut down by the FTC for putting spyware on their computers, that Croft was
25 affiliated with the FTC, and that the FTC had appointed Croft to contact consumers to inform
26 them of the lawsuit and to remove the spyware from their computers. *FTC v. Daniel L. Croft*,
27 No. 9:17-cv-80425 (S.D. Fl. filed Apr. 3, 2017), complaint at ¶¶ 22-28 (Docket #1). *Rosolowski*
28 appears to inherently assume that whatever appears on the face of a spam must be true. But that
29 assumption is wrong. *See e.g.* Cal. Business & Professions Code § 17529.1(i) ("Many spammers
30 have become so adept at masking their tracks that they are rarely found") and (j) ("actual
31 spammers can be difficult to track down due to some return addresses that show up on the

1 display as ‘unknown’ and many others being obvious fakes”). As shown by the above examples,
2 an ordinary consumer can never ascertain the true identity of the sender of a spam simply by
3 looking at the body of the email, so *Rosolowski* is illogical, irrelevant, and inapplicable.

4 **C. Spams Sent From Domain Names Not Be Readily Traceable to the Sender Violate Cal.**
5 **Business & Professions Code § 17529.5(a)(2)**

6 44. Section 17529.5(a)(2) prohibits falsified, misrepresented, or forged information contained
7 in or accompanying in email headers.

8 45. Registration information for the domain names used to send spams is information
9 contained in or accompanying email headers.

10 46. “[H]eader information in a commercial e-mail is falsified or misrepresented for purposes
11 of section 17529.5(a)(2) when it uses a sender domain name that *neither* identifies the actual
12 sender on its face *nor* is readily traceable to the sender using a publicly available online database
13 such as WHOIS.” *Balsam*, 203 Cal. App. 4th at 1101 (emphasis in original).

14 47. All of the spams that Plaintiffs received advertising CHW were sent from domain names
15 that were not registered at all and the headers were forged (a violation of Section 17529.5(a)(2)
16 to show those domain names), in violation of Section 17529.5. *Balsam*, 203 Cal. App. 4th at
17 1097-1101. For example:

18 48. For example, CRECY received spams advertising CHW’s website and products
19 purportedly sent from the domain names dxue, kqwy, u, n.nu, dcg, hbtge, etc. All of those
20 domain names were unregistered when the spams were sent and were apparently never
21 registered; therefore, the domain names do not identify the sender on its face, nor are they readily
22 traceable to the entity that actually sent the spams.

23 49. Thus, for all of the spams at issue, Plaintiffs could not identify CHW’s Marketing Partner
24 by querying the Whois database. In those instances, the only way a recipient could even attempt
25 to identify the Marketing Partner responsible for the spam is to click on a link contained in the
26 spam or search the source code of the email – both of which require opening the email first – in
27 direct violation of *Balsam*.

28 **D. Using Third Parties’ Domain Names Without Permission Violates the Statute**

29 50. Section 17529.5(a)(1) prohibits spams containing or accompanied by a third party’s
30 domain name without the permission of the third party.

31 51. Plaintiffs are informed and believe and thereon allege that all of the 75 spams at issue in
this Action contain third parties’ domain names without permission of the third parties. The

1 most common domain name used is amazonaws.com. Such unauthorized use of third parties'
2 domain names is materially false and deceptive.

3 52. To the extent that (a)(1) violations appear in the sending email address, there can be no
4 dispute that these spams were *not* sent from Amazon, etc. Plaintiffs are informed and believe
5 and thereon allege that CHW and/or its Marketing Partners forged the Sender Email Addresses to
6 include domain names belonging to legitimate third-party businesses in order to:

- 7 • Falsely lend an air of legitimacy to the spams by leveraging the brand equity of
8 legitimate advertisers, making the recipients believe that Amazon, etc. endorse
9 CHW, and
- 10 • Trick spam filters as to the source of the spams. If CHW and its Marketing
11 Partners used their *own* domain names, it would be more likely that spam filters
12 would be able to automatically identify the domain names as being associated
13 with spammers, and block the spams. On the other hand, emails purportedly sent
14 by amazonaws.com, etc. are more likely to be treated as legitimate emails and not
15 spams.

16 53. In those instances, the only way a recipient could even attempt to identify the Marketing
17 Partner responsible for the spam is to click on a link contained in the spam or search the source
18 code of the email – both of which require opening the email first – in direct violation of *Balsam*.

19 54. Furthermore, assuming that these spams were *not* actually sent from the domain names
20 that appear in the Sender Email Addresses, which Plaintiffs are informed and believe and thereon
21 allege to be the case, then the spams also contained falsified and forged information, which
22 violates Section 17529.5(a)(2). In those instances, the only way a recipient could even attempt to
23 identify the Marketing Partner responsible for the spam is to click on a link contained in the
24 spam or search the source code of the email – both of which require opening the email first – in
25 direct violation of *Balsam*.

26 **E. CHW is Strictly Liable for Advertising in Spams Regardless of Who Sent Them;**
27 **CHW's Marketing Partners are Also Liable on the Basis of Civil Conspiracy**

28 55. CHW is strictly liable for advertising in the spams at issue even if third parties hit the
29 Send button. Cal. Bus. & Prof. Code § 17529(j), (k); *Hypertouch Inc. v. ValueClick Inc. et al*
30 192 Cal. App. 4th 805, 820-21 (2d Dist. 2011).

1 56. Plaintiffs are informed and believe and thereon allege that no one forced CHW to
2 outsource any of its advertising to third party spam networks and spammers, but CHW chose to
3 contract with and partner with them (the Marketing Partners) to advertise its websites for the
4 purpose of selling its products and services for a profit.

5 57. Plaintiffs are informed and believe and thereon allege that CHW and its Marketing
6 Partners agreed to share the benefits and the risks of the marketing venture.

7 58. Plaintiffs are informed and believe and thereon allege that CHW and its Marketing
8 Partners formed a conspiracy (or conspiracies) to advertise CHW's websites and home
9 warranties, and the Marketing Partners' email advertising services, by virtue of signing the
10 Marketing Contracts. Defendants operated the conspiracy by sending and advertising in spams
11 pursuant to the Marketing Contracts. Defendants committed wrongful acts pursuant to the
12 conspiracy by advertising in unlawful spams.

13 59. Plaintiffs are informed and believe and thereon allege that CHW may have provided
14 some of the content (e.g. Subject Lines) to its Marketing Partners, and CHW and its Marketing
15 Partners explicitly or tacitly agreed to use such content to send and advertise in unlawful spams,
16 and CHW's Marketing Partners directed themselves towards those wrongful goals by using that
17 content in the spams that were sent. But, to the extent that CHW's Marketing Partners may have
18 created certain false and misrepresented elements of the spams (e.g. putting generic names in the
19 From Name field or putting third parties' names into the spams without permission), CHW's
20 Marketing Partners must be held liable for violations of Section 17529.5 because such wrongful
21 acts were committed in accordance with the general conspiracy to advertise CHW's websites and
22 the Marketing Partners' services.

23 60. To the extent that some of the Marketing Partners (e.g. the spam networks) did not
24 actually send the spams, and their domain names appear in the redirect links, they are still liable
25 for conspiring with CHW to advertise its websites. But for these Marketing Partners' actions,
26 the spams would not have been sent because these Marketing Partners provided codes and links
27 for other Marketing Partners to use to effectuate the sending of the spams and to ultimately
28 enable recipients to buy CHW's products and services.

29 **F. Some of CHW's Marketing Partners Also Advertised in the Spams, Making them**
30 **Directly Liable Under the Statute**

31 61. Plaintiffs allege that CHW's Marketing Partners both sent and advertised in the spams at
issue. Each spam contains domain names used by whatever Marketing Partner sent or was

1 responsible for sending any particular spam. Because the Marketing Partners' domain names
2 appear in the headers and source code of the spams, the Marketing Partners are advertising in the
3 spams. Plaintiffs are informed and believe and thereon allege that the Marketing Partners did
4 this, in part, to advertise their own services as email marketers.

5 **G. Plaintiffs Sue for Statutory Liquidated Damages; No Proof of Reliance or Actual**
6 **Damages is Necessary**

7 62. The California Legislature defined liquidated damages to be \$1,000 per spam. Cal. Bus.
8 & Prof. Code § 17529.5(b)(1)(B)(ii).

9 63. Plaintiffs are informed and believe and thereon allege that the \$1,000 per spam figure is
10 comparable with damages in other areas of consumer protection law, e.g., \$500-\$1,500 statutory
11 damages per junk fax, pursuant to Cal. Business & Professions Code § 17538.43(b).

12 64. Plaintiffs' rightful and lawful demand for liquidated damages in the amount of \$1,000 per
13 email is necessary to further the California Legislature's objective of protecting California
14 residents from unlawful spam.

15 65. Section 17529.5 does not require Plaintiffs to quantify their actual damages, allege or
16 prove reliance on the advertisements contained in the spams, or purchase the goods and services
17 advertised in the spams. Recipients of unlawful spam have standing to sue and recover
18 liquidated damages. Cal. Bus. & Prof. Code § 17529.5(b)(1)(A)(iii); *Hypertouch*, 192 Cal. App.
19 4th at 820, 822-23, 828.

20 66. Plaintiffs do not seek actual damages in this Action, only liquidated damages. Cal. Bus.
21 & Prof. Code § 17529.5(b)(1)(B).

22 **H. Defendants' Actions Were Willful and Preclude any Reduction in Statutory Damages**

23 67. Section 17529.5 authorizes this Court to reduce the statutory damages to \$100 per spam.
24 Cal. Bus. & Prof. Code § 17529.5(b)(2). But, to secure the reduction, Defendants have the
25 burden of proof to demonstrate not only that they established practices and procedures to prevent
26 unlawful spamming, but also that they implemented those practices and procedures, and that the
27 practices and procedures are effective.

28 68. Plaintiffs are informed and believe and thereon allege that Defendants have not
29 established and implemented, with due care, practices and procedures reasonably designed to
30 effectively prevent unsolicited commercial e-mail advertisements that are in violation of
31 Section 17529.5.

1 69. Even if Defendants had established any practices and procedures to prevent advertising in
2 unlawful spam, such practices and procedures were not reasonably designed so as to be effective.

3 70. Even if Defendants reasonably designed practices and procedures to prevent advertising
4 in unlawful spam, such practices and procedures were not implemented so as to be effective.

5 71. Moreover, Plaintiffs are informed and believe and thereon allege that Defendants
6 intended to deceive recipients of their spam messages through the use of falsified and/or
7 misrepresented information in From Names and domain name registrations, as described herein.

8 72. Subject Lines and From Names do not write themselves. Domain names do not register
9 themselves. The false and misrepresented information contained in and accompanying the email
10 headers are not "clerical errors." Plaintiffs are informed and believe and thereon allege that
11 Defendants went to great lengths to create falsified and misrepresented information contained in
12 and accompanying the email headers in order to deceive recipients, Internet Service Providers,
13 and spam filters.

14 73. Plaintiffs are informed and believe and thereon allege that Defendants intended to profit,
15 actually profited, and continue to profit, and were unjustly enriched by, their wrongful conduct
16 as described herein.

17
18 **FIRST CAUSE OF ACTION**

19 **[Violations of California Restrictions on Unsolicited Commercial Email,**
20 **California Business & Professions Code § 17529.5]**
21 **(Against All Defendants)**

22 74. Plaintiffs hereby incorporate the foregoing paragraphs as though set forth in full herein.

23 75. Plaintiffs received all of the spams at issue within one year prior to filing this Complaint.

24 76. Defendants advertised in, assisted others in advertising in, conspired to advertise in,
25 and/or contracted with others to advertise in at least 75 unsolicited commercial email
26 advertisements sent to Plaintiffs' California electronic mail addresses that had materially
27 falsified and/or misrepresented information contained in or accompanying the email headers and
28 contained third parties' domain names without permission, in violation of Section 17529.5. The
29 unlawful elements of these spams represent willful acts of falsity and deception, rather than
30 clerical errors.

1 77. The California Legislature set liquidated damages at One Thousand Dollars (\$1,000) per
2 email.

3 78. Defendants have not established and implemented, with due care, practices and
4 procedures to effectively prevent advertising in unlawful spams that violate Section 17529.5 that
5 would entitle them to a reduction in statutory damages.

6 79. Plaintiffs seek reimbursement of attorneys' fees and costs as authorized by Section
7 17529.5(b)(1)(C).

8 80. The attorneys' fees provision for a prevailing spam recipient is typical of consumer
9 protection statutes and supported by Cal. Code of Civil Procedure § 1021.5. By prosecuting this
10 action, Plaintiffs expect to enforce an important right affecting the public interest and thereby
11 confer a significant benefit on the general public or a large class of persons. The necessity and
12 financial burden of private enforcement is such as to make the award appropriate, and the
13 attorneys' fees should not, in the interest of justice, be paid out of the recovery of damages.

14
15 WHEREFORE, Plaintiffs pray for judgment against Defendants as hereinafter set forth.

16
17 **PRAYER FOR RELIEF**

18 **(Against All Defendants)**

19 A. An Order from this Court declaring that Defendants violated California Business &
20 Professions Code § 17529.5 by advertising in unlawful spams.

21 B. Liquidated damages against Defendants in the amount of \$1,000 for each of at least 75
22 unlawful spams, as authorized by Section 17529.5(b)(1)(B)(ii), for a total of at least
23 \$75,000 (subject to reduction by any settlements with third parties), as set forth below:

24

| PLAINTIFF | DAMAGES SOUGHT | PLAINTIFF | DAMAGES SOUGHT |
|------------------|-----------------------|------------------|-----------------------|
| CRECY | \$8,000 | MAH | \$10,000 |
| FARRELL | \$14,000 | HAWANA | \$30,000 |
| PHILLIPS | \$13,000 | TOTAL | \$75,000 |

25
26
27

28 C. Liquidated damages against CHW, in the amount of \$1,000 for each of 75 unlawful
29 spams (\$75,000) that it advertised in that were sent to Plaintiffs, according to proof.

30 D. Liquidated damages against each DOE 1-200 (when their true names are learned and they
31 are added to the Action), jointly and severally with CHW, in the amount of \$1,000 for

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

each of the unlawful spams they advertised in, or conspired to advertise CHW in, that Plaintiffs received, according to proof.

- E. Attorneys' fees as authorized by Section 17529.5(b)(1)(C) and Cal. Code of Civil Procedure § 1021.5 for violations of Section 17529.5.
- F. Costs of suit.
- G. Such other and further relief as the Court deems proper.

LAW OFFICES OF JACOB HARKER



Date: July 24, 2018

BY: _____

JACOB HARKER
Attorneys for Plaintiffs

EXHIBIT A



Rick Crecy <rcrecy44@gmail.com>

__Congratulations __Link => FREE-month home Coverage!!-----

fc76b661Qj

1 message

__You're Approve_ <fc76b661Qj@fc76b661qj.n.nu>
To: OWNIX9HO@cisco.com.uk

Fri, Sep 1, 2017 at 12:31 PM

Hi -Rcrecy-

__Covered Repairs On Us + 1st_Month F R E E! __
CLICK HERE please!



TOP RATED
Nationally by Consumers on
CONSUMERAFFAIRS.COM
★★★★★

Inc.
500

NEVER PAY FOR COVERED HOME REPAIRS AGAIN!

\$30 OFF + 1 MONTH FREE
with purchase of single payment plan

FREE QUOTE ➔

What's Covered? All Your Home's Major Systems & Appliances!

- ⊗ Air Conditioning System
 - ⊗ Heating System
 - ⊗ Electrical System
 - ⊗ Plumbing System
 - ⊗ Water Heater
 - ⊗ Plumbing Stoppages
- ⊗ Refrigerator
 - ⊗ Oven
 - ⊗ Stove
 - ⊗ Cook Top
 - ⊗ Microwave
 - ⊗ Dishwasher
- ⊗ Clothes Washer
 - ⊗ Clothes Dryer
 - ⊗ Garbage Disposal
 - ⊗ Garage Door Opener
 - ⊗ Ceiling Fans
 - ⊗ Ductwork

All Choice Home Warranty plans are subject to terms and conditions

A home warranty is a renewable service contract that covers the repair or replacement of many of the most frequently occurring breakdowns of system components and appliances.

Your home is most likely one of your biggest investments. Unexpected repair or replacement costs of covered items can easily strain your budget. Plus, finding a qualified professional to solve your problems can be stressful and inconvenient.

All Choice Home Warranty plans are subject to terms and conditions.

Physical Address: 1090 King Georges Post Rd Edison NJ 08837

You may unsubscribe at any time. [Unsubscribe](#)

You may unsubscribe at any time. [Unsubscribe](#)

If you'd like to Unsubscribe or have received this message in error please [Click Here](#)
or write to : 2100 4TH STREET STE G-118, AN RAFAEL, CA, 94901, US

http://ec2-52-43-218-48.us-west-

2.compute.amazonaws.com/M06W58.yhzt?c3bzlhccvnLVcvn9Ncdc5Rc1cg2FjccSI

http://truthblankness.com/?OO=PC77f%2bAq4Mme9t0BqejosQ%3d%3d&s1=2_5052_2278369&s2=1396_2278843_626398_22&s3=175533285

https://truthblankness.com/?OO=PC77f%2bAq4Mme9t0BqejosQ%3d%3d&s1=2_5052_2278369&s2=1396_2278843_626398_22&s3=175533285&ckmguid=63dd0bb9-210e-4d13-8fee-6cb047ef7e6a

http://chwplan.com/a/a69/index.php?utm_source=spdlfm&utm_campaign=14

The screenshot shows a web browser window with the address bar displaying `chwplan.com/a/a69/index.php?utm_source=spdlfm&utm_campaign=14`. The page content includes a form labeled "Zip Code:" with an input field containing "Zip Code". Below the form, the browser's developer console is open, showing a list of network requests:

| Time | Type | URL |
|---------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| + 1.460 | C | https://truthblankness.com/?OO=PC77f%2bAq4Mme9t0BqejosQ%3d%3d&s1=2_5052_2278369&s2=1396_2278843_626398_22&s3=175533285 |
| + 2.040 | C | https://truthblankness.com/?OO=PC77f%2bAq4Mme9t0BqejosQ%3d%3d&s1=2_5052_2278369&s2=1396_2278843_626398_22&s3=175533285&ckmguid=63dd0bb9-210e-4d13-8fee-6cb047ef7e6a |
| + 3.303 | C | http://chwplan.com/a/a69/index.php?utm_source=spdlfm&utm_campaign=14 |
| + 3.408 | C | http://chwplan.com/a/a69/summary.gif |

Delivered-To: rcrecy44@gmail.com
Received: by 10.107.164.134 with SMTP id d6csp1376630ioj;
Fri, 1 Sep 2017 12:31:37 -0700 (PDT)
X-Google-Smtp-Source:
ADKCNb4xpBzgJ+LWsib/HV/aMJyLnW3IkKEpIy4ujjchm7+tnpkb3QGjD62btIATqd5txt2a64RB
X-Received: by 10.99.177.8 with SMTP id r8mr3605162pgf.10.1504294297505;
Fri, 01 Sep 2017 12:31:37 -0700 (PDT)
ARC-Seal: i=1; a=rsa-sha256; t=1504294297; cv=none;
d=google.com; s=arc-20160816;
b=ihfA8s7etGjzM5yJC4wrXE5Zo/Wq4URn/zjmPRA9/qUr32nDVQdp1E1tOBMDMABvi3
4DeL8hikk3Rl/XmmTyjDU/nzsxYy8cCvDFNb9hISm8N75jHr1Xdg/0Jbngv1R0CPgGZj
I2ukH6TdifXcaq5OZrX/imA7pu4W1QDqJRQe3Ecq65NEMcBygAuPrthLuhias+L7e1I6
G3H1lwTIsKE54uinKPj4x2AD0e3/+I07Y+qN57q7D0dumMaV30FPNsRue7yiY2sOHduV
ui8f1N7gPYmiKo6qlYstGIf+GzM5QBxNxQW0oTWMJwDzF8PrvNmGci59OpsNjlfWwR0O
CvbA==
ARC-Message-Signature: i=1; a=rsa-sha256; c=relaxed/relaxed; d=google.com;
s=arc-20160816;
h=message-id:to:content-transfer-encoding:subject:date:from
:list-unsubscribe:arc-authentication-results;
bh=WffY35EmdE709RB1lbofEPLcF40EW+S4V3j00hik5jQ=;
b=PjUARoViy4WERlplIaSFSLWTL01Y/BdBTeOkFb4GJN7ZqpMkM1uGlfpJkN8RAR8JN1
AzVlYOE2YQqgFdnwARbwld8dswXN1Ae/6LtkvhTps+lcNlmLlhJpndKlRRM7EurJU91g
/fDvQ44yp1FMf7XhrT1z3LFX388fX9xVj/bmIuMQ5t4XzUo9KLjKf8rhlrgiApuAudLr
47FmbVytADsA166dJVUaijGnfJXl+01ePiWaAGQBcg7C3kgaDUB9F3CstAoJr90jt8Hc
tfxDRReHJthB/7uld6mBHUQXek1Sfkl8IdzRB6UiqOniTu70CaS6kSmHAVxNRwHuHB5rA
WX0A==
ARC-Authentication-Results: i=1; mx.google.com;
spf=pass (google.com: domain of 903op4ku.903op4ku@sexier.com
designates 52.89.90.95 as permitted sender)
smtp.mailfrom=903op4KU.903op4KU@sexier.com
Return-Path: <903op4KU.903op4KU@sexier.com>
Received: from bujumbura.gardencenter.pro (ec2-52-89-90-95.us-west-
2.compute.amazonaws.com. [52.89.90.95])
by mx.google.com with ESMTP id t1si643456plb.672.2017.09.01.12.31.37
for <rcrecy44@gmail.com>;
Fri, 01 Sep 2017 12:31:37 -0700 (PDT)
Received-SPF: pass (google.com: domain of 903op4ku.903op4ku@sexier.com
designates 52.89.90.95 as permitted sender) client-ip=52.89.90.95;
Authentication-Results: mx.google.com;
spf=pass (google.com: domain of 903op4ku.903op4ku@sexier.com
designates 52.89.90.95 as permitted sender)
smtp.mailfrom=903op4KU.903op4KU@sexier.com
Received: from s.okazik.pl (s.okazik.pl. 216.244.76.116)
List-Unsubscribe: <fc76b661Qj-fc76b661Qj.fc76b661Qj@cisco.com.cisco.com.uk>
From: "_You're Approve_" <fc76b661Qj@fc76b661qj.n.nu>
Date: Fri, 01 Sep 2017 15:31:37 -0400 (EDT)
Subject: _Congratulations _Link => FREE-month home Coverage!!-----
-----fc76b661Qj
Content-Transfer-Encoding: base64
To: <OWNIX9HO@cisco.com.uk>
Message-Id: <fc76b661Qj-fc76b661Qj.fc76b661Qj@cisco.com>
X-EMMAIL: rcrecy44@gmail.com
Content-Type: text/html; charset=utf-8

PGN1bnRlciAvLy8+DQo8aW1nIHNYz0iaHR0cDovL2VjMi01Mi00My0yMTgtNDgudXMtd2VzdC0y
LmNvbXBldGUuYw1hem9uYXdzLmNvbS9NMDZxNTgucWw6cj9jM2J6bGhiY3ZuTFZjdm45TmNkYzVS
YzFjZzJGamNjU2wiIHdpZHRoPScxJyBoZWlnaHQ9JzEnPg0KPGEGLy8vLy8gaHJlZj0iaHR0cDov

L2VjMi01Mi00My0yMTgtNDgudXMtd2VzdC0yLmNvbXB1dGUuYW1hem9uYXdzLmNvbS9NMDZXNTgu
eWh6cj9jM2J6bGhjY3ZuTFZjdm45TmNkYzVSYzFjZzJGaNjU2wiPjxoMj48L2gyPjwvaDI+PC9o
Mj4NCkhJIC1SY3JlY3ktIDxCUj8vLy8vLy8vPjxGT05UIGZhY2U9I1R3IEN1biBNVCIGY29sb3I9
IzAxMDFERiBzaXplPTY+X0NvdmVyzWQgUmVwYWlycyBPbiBVcyArIDFzdF9Nb250aCBGIFIGRSBF
ISBFPENFTlRFUj5DTElDSyBIRVJFIHBsZWFzZSE8L3A+PC9BPjwvUD48L2EvLy8vLy8vLy8vLz48
L2gxPg0KPENlbnRlcj4NCjxhIGhyZWYgPSJodHRwOi8vZWMyLTUyLTQzLTIxOC00OC51cy13ZXN0
LTIuY29tcHV0ZS5hbWF6b25hd3MuY29tL00wNlclOC55aHpyP2MzYnpsaGNjdm5MVmN2bjlOY2Rj
NVJjMWNnMkZqY2NTbCI+PglZyBzcmM9Imh0dHA6Ly9pbWd1ci5jb20vaE1lQzJlaS5qcGciLz48
L2E+PEJSLy8vLy8vLy8+DQo8YnI+DQo8YSBocmVmID0iaHR0cDovL2VjMi01Mi00My0yMTgtNDgu
dXMtd2VzdC0yLmNvbXB1dGUuYW1hem9uYXdzLmNvbS9NMDZXNTgueWh6cj9jM2J6bGhkY3ZuTFZj
dm45TmNkYzVSYzFjZzJGaNjU2wiPjxpbWcg3JjPSJodHRwOi8vaS5pbWd1ci5jb20vZk5kdGtY
MS5wbmciLz48L2E+PEJSLy8vLy8vLy8+DQo8YnI+DQo8YSBocmVmID0iaHR0cDovL2VjMi01Mi00
My0yMTgtNDgudXMtd2VzdC0yLmNvbXB1dGUuYW1hem9uYXdzLmNvbS9NMDZXNTgueWh6cj9jM2J6
bGhmY3ZuTFZjdm45TmNkYzVSYzFjZzJGaNjU2wiPjxpbWcg3JjPSJodHRwOi8vYml0Lmx5LzJv
eTJzQzYiLz48L2E+PEJSLy8vLy8vLy8+DQo8NCjwvY2VudGVyPg0K