

FAXED

1 Daniel L. Balsam (State Bar No. 260423)  
2 THE LAW OFFICES OF DANIEL BALSAM  
3 2601C Blanding Avenue #271  
4 Alameda, CA 94501  
5 Tel: (415) 869-2873  
6 Fax: (415) 869-2873  
7 Email: legal@danbalsam.com

8 Jacob Harker (State Bar No. 261262)  
9 LAW OFFICES OF JACOB HARKER  
10 582 Market Street, Suite 1007  
11 San Francisco, CA 94104  
12 Tel: (415) 624-7602  
13 Fax: (415) 684-7757  
14 Email: jacob@harkercounsel.com

15 Attorneys for Plaintiffs

**FILED**  
San Francisco County Superior Court  
MAR 04 2019  
CLERK OF THE COURT  
BY: [Signature] Deputy Clerk

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

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

18 GINA ANDERSON, an individual;  
19 NICK CARBONARA, an individual;  
20 SHERRI DUNNING, an individual;  
21 DAVID GREENBERG, an individual; and  
22 RONETTA TAYLOR, an individual;

23 Plaintiffs,

24 v.

25 SUPERNATURAL MAN LLC, a defunct  
26 New Jersey limited liability company;  
27 JONATHAN BRETT ALLCORN, an  
28 individual;  
29 SIDET PRESEARCH, a business entity of  
30 unknown organization;  
31 TARGETED PAGES, a business entity of  
unknown organization;  
TRADING SEEK, a business entity of  
unknown organization;  
APPROACHPEN.COM, a business entity of  
unknown organization;  
IRKSOMELY.COM, a business entity of  
unknown organization;

) Case No.: CGC - 19 - 574241

) **COMPLAINT FOR DAMAGES**

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

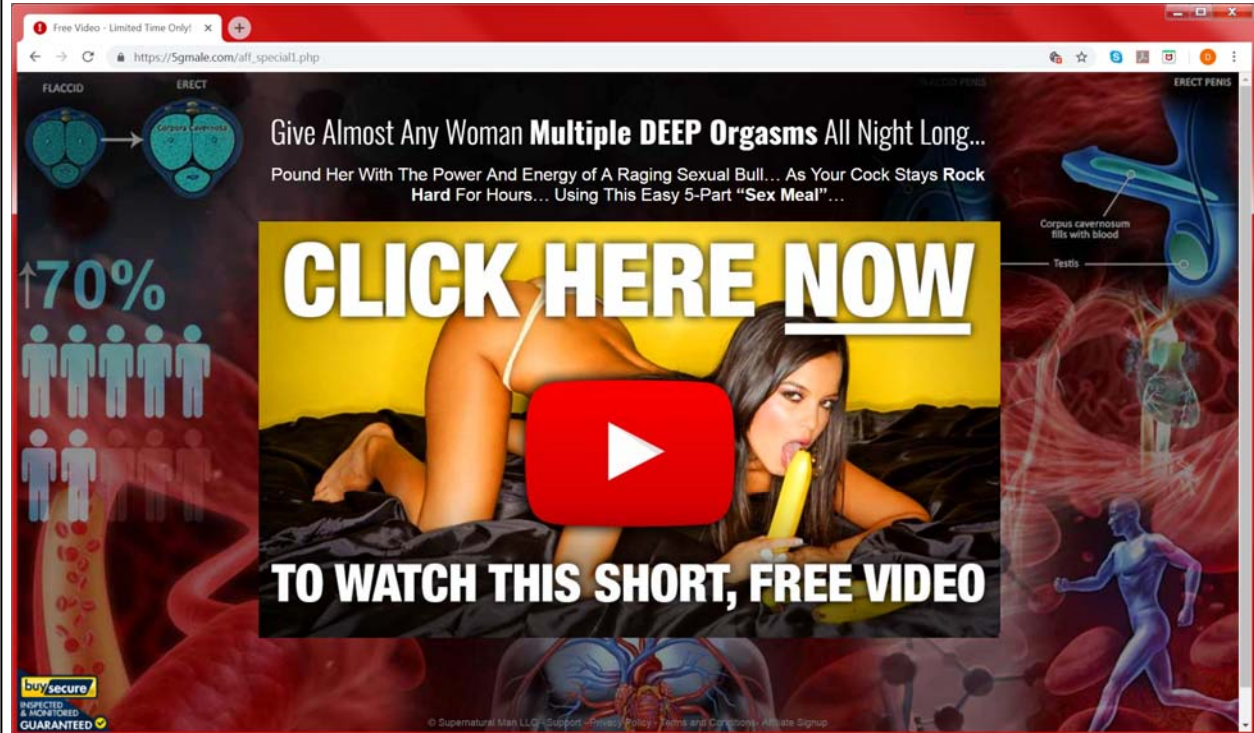
1 PLATONL.COM, a business entity of )  
2 unknown organization; )  
3 WOODIESTING.COM, a business entity of )  
4 unknown organization; and )  
5 DOES 1-300; )  
6 )  
7 Defendants. )

8 COME NOW PLAINTIFFS GINA ANDERSON *et al* and file this Complaint for one cause of  
9 action against Defendants SUPERNATURAL MAN LLC *et al* and allege as follows:

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

11 1. Plaintiffs MARTA GREENBERG *et al* bring this Action against professional  
12 “spamvertiser” SUPERNATURAL MAN LLC and its principal JONATHAN BRETT  
13 ALLCORN (collectively “5GMALE”) and its third party advertising networks and affiliates  
14 a/k/a publishers (“Marketing Partners”), for advertising in/conspiring to advertise in at least 40  
15 unlawful unsolicited commercial emails (“spams”) that Plaintiffs received.

16 2. The spams all linked to the 5gmale.com website:



30 for purposes of hawking the “5G Male Performance Enhancer” pills, which comes with “free  
31 gifts” such as:

- 1 • **5G Enhancement Bible.** Every bonus tip, trick and technique we've developed  
2 to give you the absolute hardest, longest lasting erections possible with 5G  
3 Male, as well as increase orgasm strength and load size.
- 4 • **The Multiplier Method.** 5 minutes a day exercises to multiply your sexual  
5 performance even more. These exercises are not just great for your erections, but  
6 great at burning fat, increasing your overall health, giving you more energy in  
7 bed and making you feel better throughout your day.
- 8 • **The XXL Formula.** The ultimate penis lengthening formula to get you real,  
9 long lasting size enhancement. You'll discover the best foods, exercises,  
10 techniques to increase the size of your penis fast, as well as foods and exercises  
11 to AVOID that can damage your penis. You'll be blown away by how easy this  
12 is.
- 13 • **Magic Words That Drive Her Wild.** This "black book of sex" contains the  
14 dirtiest, most unthinkable, most seductive "dirty talk" lines you've ever heard -  
15 and women love them! These magic phrases are designed to give your girl more  
16 intense, longer lasting orgasms and make her louder and more ecstatic than  
17 you've ever seen. Finally get your girl to reveal her dirtiest side.
- 18 • **"Text To Sex" Course.** A step-by-step blueprint of the EXACT messages to  
19 send your wife or girlfriend to get her turned on and so incredibly horny she's  
20 practically dragging you into bed the second you get home! Includes word-for-  
21 word text messages you can send your girl as well as a step-by-step walkthrough  
22 of real text message conversations with women.
- 23 • **Female Confessions.** Live, raw and uncensored video confessions about what  
24 women really want in bed. Discover their secret fantasies and hidden sexual  
25 desires. 8 women come clean and tell the raw truth – just make sure you're  
26 ready to hear it, because it may be shocking to you! Discover the "13 Female  
27 Fantasies," the 12 big mistakes men make and much more in this juicy hidden-  
28 camera video course.
- 29 • **Become Supernatural: Extreme Sexual Performance Secrets** with Playboy  
30 Radio host and sex expert, the super-hot Jessica J. This includes the top secrets  
31 from hot women and sex experts to turn your lover on and make sure you're the  
best in bed she's ever had! Discover the dirty truth about what really works in  
bed and tricks always perform your BEST. This series is only for the most  
ambitious men who are really motivated to take their sex life to the highest level  
possible. You'll get three FREE modules over the next 14 days and if you chose  
to continue, it's just \$17.48 per week billed monthly after that.

//  
//  
//

3. **Figure 1**, below, is a representative sample of the spams at issue.

Print <https://mail.yahoo.com/neo/launch?.src=yml&reason=myc#6238275652>

---

**Subject:** A STRONGER, THICKER MEMBER - FREE TRIAL, 100% GUARANTEED

---

**From:** Thank you (5G-Male-Congratulations!@tollcompass.net)

---

**To:** ronetta.taylor@yahoo.com;

---

**Date:** Friday, September 28, 2018 11:27 PM

---

**IS THE END OF VIAGRA**

**RE: pleasuring two girls**

**!\$ronetta.taylor\$! Work hard, play hard, do harder**

**5GMALE**

**Welcome to The Future of sex**

**IS THE END OF VIAGRA**

Want to Get Hard Without **VIAGRA**

5GMALE is the newest Male Enhancement breakthrough that has taken the media and scientists by storm. Get the facts on this revolutionary supplement

**WATCH VIDEO**

50 Lloyd Rd, Montclair NJ 07042  
[Unsubscribe Here](#)  
Sidet Presearch, 4924 Balboa Blvd, # 482, Encino, CA, 91316

1 of 1 11/11/2018 1:54 PM

**Figure 1**

1 4. No Plaintiff gave direct consent to receive commercial email advertisements from, or had  
2 a preexisting or current business relationship with, 5GMALE – the entity advertised in the  
3 spams.

4 5. The spams all materially violated Cal. Business & Professions Code § 17529.5 (“Section  
5 17529.5”) due to the inclusion of: a) third parties’ domain names without permission; b)  
6 materially false and deceptive information contained in or accompanying the email headers:  
7 From Names, registration information for the sending domain names in the Sender Email  
8 Addresses, and Subject Lines; and/or c) Subject Lines misleading relative to the contents or  
9 subject matter of the emails.

10 6. 5GMALE is strictly liable for advertising in spams sent by its Marketing Partners. Even  
11 *if* 5GMALE’s Marketing Partners are not directly liable under Section 17529.5 for advertising in  
12 the spams, they are still liable on the basis of civil conspiracy, as discussed herein.

13 7. Spam recipients are not required to allege or prove reliance or actual damages to have  
14 standing. *See* Cal. Bus. & Prof. Code § 17529.5(b)(1)(A)(iii). Plaintiffs elect to recover  
15 statutory damages only and forego recovery of any actual damages. *See* Cal. Bus. & Prof. Code  
16 § 17529.5(b)(1)(B).

17 8. This Court should award liquidated damages of \$1,000 per email as provided by  
18 Section 17529.5(b)(1)(B)(ii), and not consider any reduction in damages, because 5GMALE and  
19 its Marketing Partners failed to implement reasonably effective systems to prevent advertising  
20 in/conspiring to advertise in unlawful spams. The unlawful elements of these spams represent  
21 willful acts of falsity and deception, rather than clerical errors.

22 9. This Court should award Plaintiffs their attorneys’ fees pursuant to Section  
23 17529.5(b)(1)(C). *See also* Cal. Code of Civil Procedure § 1021.5, providing for attorneys fees  
24 when private parties bear the costs of litigation that confers a benefit on a large class of persons;  
25 here, by reducing the amount of false and deceptive spam received by California residents.

## 27 **II. PARTIES**

### 28 **A. Plaintiffs**

29 10. GINA ANDERSON (“ANDERSON”) was domiciled in and a citizen of the State of  
30 California, when she received the spams at issue. The spams at issue were sent to  
31

1 ANDERSON's email address miasweet84@gmail.com that she ordinarily accesses from  
2 California.

3 11. NICK CARBONARO ("CARBONARO") 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  
5 CARBONARA's email address carbonaro1@att.net that he ordinarily accesses from California.

6 12. SHERRI DUNNING ("DUNNING") was domiciled in and a citizen of the State of  
7 California, when she received the spams at issue. The spams at issue were sent to DUNNING's  
8 email address jsdunn50@yahoo.com that she ordinarily accesses from California.

9 13. DAVID GREENBERG ("GREENBERG") 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  
11 GREENBERG's email address davegreen1131@gmail.com that he ordinarily accesses from  
12 California.

13 14. RONETTA TAYLOR ("TAYLOR") was domiciled in and a citizen of the State of  
14 California, when she received the spams at issue. The spams at issue were sent to TAYLOR's  
15 email address ronetta.taylor@yahoo.com that she ordinarily accesses from California.

16 15. Plaintiffs' joinder in this Action is proper pursuant to Cal. Code of Civil Procedure § 378  
17 because Plaintiffs seek relief based on the same series of transactions or occurrences: all received  
18 similar spams in the same general time period advertising 5GMALE's websites and its purported  
19 "male enhancement pills," and all of those spams were sent by 5GMALE or its Marketing  
20 Partners. The same questions of law (e.g., violations of Section 17529.5, strict liability) and fact  
21 (e.g., direct consent, practices and procedures to prevent advertising in unlawful spam) will arise  
22 in this Action. The fact that each Plaintiff does not sue for *exactly* the same spams does not bar  
23 joinder: "It is not necessary that each plaintiff be interested as to every cause of action or as to all  
24 relief prayed for. Judgment may be given for one or more of the plaintiffs according to their  
25 respective right to relief." Cal. Code Civ. Proc. § 378(b).

26 **B. Defendants**

27 ***1. Supernatural Man LLC and Jonathan Brett Allcorn***

28 16. Plaintiffs are informed and believe and thereon allege that Defendant SUPERNATURAL  
29 MAN LLC ("SNM") was created as a New Jersey limited liability company on January 28,  
30 2016, with its principal place of business in Montclair, New Jersey. Plaintiffs are informed and  
31 believe and thereon allege that SNM was suspended by the New Jersey Department of Revenue

1 on September 16, 2018. Plaintiffs are informed and believe and thereon allege that both before  
2 *and* after its suspension, SNM advertised and sold its 5G Male purported “male enhancement  
3 pills” via its website 5gmale.com. Plaintiffs are informed and believe and thereon allege that  
4 SNM is responsible for advertising its 5G Male product in all of the 40 spams at issue in this  
5 Action.

6 17. Plaintiffs are informed and believe and thereon allege that Defendant JONATHAN  
7 BRETT ALLCORN (aka Brett Allcorn) (“ALLCORN”) is now, and was at all relevant times, an  
8 individual residing in Montclair, New Jersey and the sole member of SNM. Plaintiffs are  
9 informed and believe and thereon allege that ALLCORN personally owns and operates the  
10 gothamoffers.com website to recruit third-party Marketing Partners to send spams advertising the  
11 5gmale.com website. Plaintiffs are informed and believe and thereon allege that ALLCORN and  
12 SNM shared physical assets, addresses, finances, and intellectual property such that they failed to  
13 follow proper corporate formalities, and each is an alter ego of the other. Plaintiffs further allege  
14 that SNM was at all times undercapitalized. Plaintiffs further allege that ALLCORN was  
15 personally involved with the unlawful actions at issue in this Action, not least because more than  
16 half of the spams at issue were sent *after* New Jersey suspended SNM’s corporate status.  
17 Plaintiffs refer to Defendants SNM and ALLCORN collectively as “5GMALE.”

## 18 **2. Marketing Partners**

19 18. Plaintiffs are informed and believe and thereon allege that 5GMALE entered into various  
20 contracts (“Marketing Partner Contracts”) with third-party spam networks and publishers  
21 (“Marketing Partners”) who sent some, if not all, of the spams at issue. Pursuant to the terms of  
22 the Marketing Partner Contracts, 5GMALE and each respective Marketing Partner agreed to  
23 share in the benefits and risks derived from email advertising campaigns advertising 5GMALE’s  
24 websites/products and the Marketing Partners’ services. Plaintiffs further allege, on information  
25 and belief, that pursuant to the terms of the Marketing Partner Contracts, the Marketing Partner  
26 Defendants who sent the spams used their own lists of email addresses (as opposed to lists  
27 provided by 5GMALE) as the source of intended recipients for the spams. Plaintiffs further  
28 allege, on information and belief, that in some cases, the Marketing Partners (as opposed to  
29 5GMALE) created the unlawful content in the emails, such as the inclusion of third parties’  
30 domain names without permission, From Names, registration information for the sending domain  
31

1 names in the Sender Email Addresses, Subject Lines, and registration information for the domain  
2 names in the clickthrough hyperlinks.

3 19. Plaintiffs are informed and believe and thereon allege that SIDET PRESEARCH  
4 (“SIDET”) is a business entity of unknown organization claiming a primary place of business in  
5 Encino, California at a box at a commercial mail receiving agency (“CMRA”). Plaintiffs are  
6 informed and believe and thereon allege that no such entity is registered with the California  
7 Secretary of State. Plaintiffs are informed and believe and thereon allege that SIDET also does  
8 business as “Plasson Assurance,” “Octoguide Sumuni,” and “Structure Team,” all at the same  
9 CMRA box in Encino, California; “Linksal Reduction,” claiming its address to be a box at a  
10 CMRA in Cambridge, Massachusetts; and “report secluded” and “mo security,” claiming their  
11 addresses to be a box at a CMRA in Midvale, Utah. Plaintiffs are informed and believe and  
12 thereon allege that SIDET conspired with 5GMALE to advertise in, at least 10 of the spams at  
13 issue sent from the domain names actekbukro.com (never registered), banggearfast.com  
14 (registered to “Structure Team” at the same CMRA box in Encino, California), fjordstrail.com  
15 and genitersiday.com (proxy registered), tetondson.com (registered to “Octoguide Sumuni” at  
16 the same CMRA box in Encino, California), and tollcompass.net (registered to “Linksal  
17 Reduction” at the CMRA box in Cambridge, Massachusetts).

18 20. Plaintiffs are informed and believe and thereon allege that TARGETED PAGES  
19 (“TARGETED”) is a business entity of unknown organization claiming a primary place of  
20 business in Chicago, Illinois at a box at a commercial mail receiving agency (“CMRA”).  
21 Plaintiffs are informed and believe and thereon allege that no such entity is registered with the  
22 Illinois Secretary of State. Plaintiffs are informed and believe and thereon allege that  
23 TARGETED conspired with 5GMALE to advertise in, at least one of the spams at issue sent  
24 from the domain name greenapplestall.com (registered to “Richard Hawking” at the CMRA box  
25 in Chicago, Illinois).

26 21. Plaintiffs are informed and believe and thereon allege that TRADING SEEK  
27 (“TRADING SEEK”) is a business entity of unknown organization claiming a primary place of  
28 business in San Francisco, California at a box at a CMRA. Plaintiffs are informed and believe  
29 and thereon allege that no such entity is registered with the California Secretary of State.  
30 Plaintiffs are informed and believe and thereon allege that TRADING conspired with 5GMALE  
31



1 to advertise in, at least one of the spams at issue purportedly sent from the domain name  
2 securityvoice.org (never registered).

3 22. Plaintiffs are informed and believe and thereon allege that APPROACHPEN.COM  
4 (“APPROACHPEN”) is a business entity of unknown organization claiming a primary place of  
5 business in Falmouth, Maine at a box at a CMRA and/or in Tempe, Arizona at a box at a CMRA.  
6 Plaintiffs are informed and believe and thereon allege that APPROACHPEN conspired with  
7 5GMALE to advertise in, at least two of the spams at issue sent from the domain name  
8 approachpen.com (registered to “Neil Alsop” at the CMRA box in Falmouth, Maine).

9 23. Plaintiffs are informed and believe and thereon allege that IRKSOMELY.COM  
10 (“IRKSOMELY”) is a business entity of unknown organization claiming a primary place of  
11 business in Baltimore, Maryland at a box at a CMRA. Plaintiffs are informed and believe and  
12 thereon allege that IRKSOMELY also does business as fauvist.life and watch-others.com.  
13 Plaintiffs are informed and believe and thereon allege that IRKSOMELY conspired with  
14 5GMALE to advertise in, at least nine of the spams at issue sent from the domain names  
15 irksomely.com, fauvist.life, and watch-others.com (all proxy registered).

16 24. Plaintiffs are informed and believe and thereon allege that PLATONL.COM  
17 (“PLATONL”) is a business entity of unknown organization claiming a primary place of  
18 business in Stockbridge, Georgia at a box at a CMRA. Plaintiffs are informed and believe and  
19 thereon allege that PLATONL conspired with 5GMALE to advertise in, at least one of the spams  
20 at issue sent from the domain name platonl.com (proxy registered).

21 25. Plaintiffs are informed and believe and thereon allege that WOODIESTING.COM  
22 (“WOODIESTING”) is a business entity of unknown organization claiming a primary place of  
23 business in Naples, Florida at an executive office suite. Plaintiffs are informed and believe and  
24 thereon allege that WOODIESTING conspired with 5GMALE to advertise in, two of the spams  
25 at issue sent from the domain name woodiesting.com (proxy registered).

### 26 **3. DOE Defendants**

27 26. Plaintiffs do not know the true names or legal capacities of the Defendants designated  
28 herein as DOES 1 through 100, inclusive – other 5GMALE Marketing Partners – and therefore  
29 sue said Defendants under the fictitious name of “DOE.” Plaintiffs allege that certain  
30 Defendant(s) designated herein as DOES conspired with 5GMALE to advertise in some of the  
31 spams at issue because their domain names appear in the email addresses used to send the spams.

1 These DOEs operate at least five domain names used in the sending email addresses, all of which  
2 were proxy-registered or registered to non-existent addresses to prevent a person from  
3 identifying the true owner. These domain names are: beggercocoa.com, dubblechoice.com,  
4 hankie.org, lilac10.net, soutil.com.

5 27. Plaintiffs do not know the true names or legal capacities of the Defendants designated  
6 herein as DOES 101 through 200, inclusive – other 5GMALE Marketing Partners – and  
7 therefore sue said Defendants under the fictitious name of “DOE.” Plaintiffs allege that certain  
8 Defendant(s) designated herein as DOEs conspired with 5GMALE to advertise in some of the  
9 spams at issue because their domain names appear in the redirect links after a recipient clicks the  
10 link in the spam. I.e., when a person clicks a link in the spam, that launches an Internet browser  
11 that immediately redirects through several URLs before landing at 5GMALE’s website  
12 5gmale.com. Thus, these DOEs actually direct a person who clicks the link in the spam to  
13 5GMALE’s website to purchase 5GMale; an advertisement without the opportunity to purchase  
14 is ineffective. These DOEs operate at least 20 domain names used in the redirect links, all of  
15 which were proxy-registered, registered to non-existent addresses, or registered to generic words  
16 such as “Tech Support” at a CMRA box to prevent a person from identifying the true owner.  
17 These domain names are: adtrkr1.com, affordlearn.net, beedsbees.com, bookishmug.com,  
18 cagedwizdom.com, confirmer.org, deconsquad.pw, greenlisten.com, handpointas.net,  
19 hyperfever.com, mayegg.com, mediatracktracer.com, minymuni.com, reynoldsville.net,  
20 rngmebell.com, roundstation.com, tucocray.com, tuftsu.com, vacantgenesis.com,  
21 yokeapartment.com.

22 28. Plaintiffs do not know the true names or legal capacities of the Defendants designated  
23 herein as DOES 201 through 300, inclusive – 5GMALE’s Marketing Partners – and therefore  
24 sue said Defendants under the fictitious name of “DOE.” Plaintiffs allege that certain  
25 Defendant(s) designated herein as DOEs conspired with 5GMALE to advertise in some of the  
26 spams at issue.

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

1 alleged within this complaint, acting in conjunction with the named Defendants, whether as a  
2 director, officer, employee, partner, affiliate, customer, participant, or co-conspirator. When the  
3 identities of DOE Defendants 1-300 are discovered, or otherwise made available, Plaintiffs will  
4 seek to amend this Complaint to allege their identity and involvement with particularity.

5 **4. Joinder**

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

13  
14 **III. JURISDICTION AND VENUE**

15 **A. [Unlimited] Jurisdiction is Proper in a California Superior Court**

16 31. This California Superior Court has jurisdiction over the Action because: a) Defendants  
17 targeted their advertisements at Plaintiffs in California, b) the amount in controversy exceeds  
18 \$25,000, and c) Defendants SIDET and TRADING claim primary places of business in  
19 California.

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

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

26 33. Additionally, Defendant TRADING claims a primary place of business in San Francisco  
27 County.

28 //

29 //

30 //

31 //

1 **IV. 40 UNLAWFUL SPAMS**

2 34. 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 35. California’s False Advertising Law, Cal. 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 36. The emails at issue are “commercial email advertisements”<sup>1</sup> because they were initiated  
12 for the purpose of advertising and promoting 5GMALE’s 5gmale.com website and its purported  
13 “male enhancement pills.”

14 37. The emails are “unsolicited commercial email advertisements”<sup>2</sup> because no Plaintiff gave  
15 “direct consent”<sup>3</sup> to, or had a “preexisting or current business relationship”<sup>4</sup> with 5GMALE.  
16

17 \_\_\_\_\_  
18 <sup>1</sup> “‘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  
property, goods, services, or extension of credit.” Cal. Bus. & Prof. Code § 17529.1(c).

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

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

28 <sup>4</sup> “‘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. [.]” Cal. Bus. & Prof.  
Code § 17529.1(l).

1 38. 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 39. Defendant 5GMALE advertised in, and the other Defendants conspired with 5GMALE to  
4 advertise 5GMALE in, at least 40 unlawful spams that Plaintiffs received at their “California  
5 email addresses”<sup>5</sup>:

PLAINTIFF	SPAMS RECEIVED	PLAINTIFF	SPAMS RECEIVED
ANDERSON	11	GREENBERG	6
CARBONARO	7	TAYLOR	10
DUNNING	6	<b>TOTAL</b>	<b>40</b>

6  
7  
8  
9  
10 40. The spams are all unlawful because they include: a) third parties’ domain names without  
11 permission; b) materially false and deceptive information contained in or accompanying the  
12 email headers, and/or c) Subject Lines misleading as to the contents or subject matter of the  
13 emails, as described in more detail below.

14 41. Although “fraud” in the context of a Cal. Business & Professions Code § 17500 action  
15 does not mean the common-law tort,<sup>6</sup> Plaintiffs are not bringing claims for fraud and are not  
16 required to plead with particularity. Nevertheless, Exhibit A shows a table of the spams at issue  
17 – all of which land at 5gmale.com – stating for each spam: the recipient, recipient’s email  
18 address, date/time, From Name, sending domain name, registrant of the sending domain name,  
19

20  
21 <sup>5</sup> “‘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.” Cal. Bus. & Prof. Code § 17529.1(b).

25 <sup>6</sup> *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 Subject Line, domain names constituting “(a)(1) violations,” and sender identification/address in  
2 the body. Plaintiffs incorporate Exhibit A herein by reference.

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

5 42. Section 17529.5(a)(2) prohibits falsified or misrepresented information contained in or  
6 accompanying email headers.

7 43. The From Name field is part of email headers. The From Name does *not* include the  
8 Sender Email Address. So, for example, if an email’s From Line says: “John Doe  
9 <johndoe@yahoo.com>”, the From Name is *just* “John Doe.”

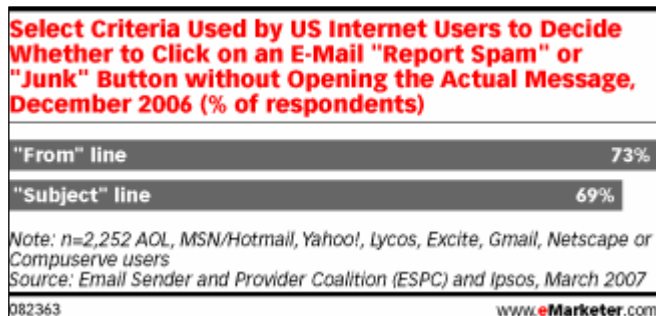
10 44. The From Name in an email’s headers is, not surprisingly, supposed to identify who the  
11 email is *from*; it is not supposed to be an advertising message. Because computers must use  
12 standard protocols in order to communicate, the Internet Engineering Task Force created a  
13 collection of “Requests for Comment” (“RFCs”) that define the rules that enable email to work.  
14 According to RFC 5322 at ¶ 3.6.2 (emphasis in original):

15 The “From:” field specifies the author(s) of the message, that is, the mailbox(es)  
16 of the person(s) or system(s) responsible for the writing of the message. . . . In all  
17 cases, the “From:” field SHOULD NOT contain any mailbox that does not belong  
to the author(s) of the message.

18 45. Plaintiffs do not insist on any *particular* label (e.g., “SuperNatural Male LLC,”  
19 “SuperNatural Male,” “5GMale,” etc.) in the From Name field. Rather, Plaintiffs contend that  
20 the text, whatever it is, cannot misrepresent *who* the emails are from.

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

25 47. Indeed, empirical evidence has  
26 demonstrated that the From Name is the  
27 *most* important factor email recipients use  
28 to determine whether or not an email is  
29 spam. See eMarketer, E-Mail Open Rates  
30 Hinge on ‘Subject’ Line, *available at*



31 <http://www.emarketer.com/Article/E-Mail-Open-Rates-Hinge-on-Subject-Line/1005550> (Oct.

1 31, 2007). Thus, a From Name that misrepresents who a spam is from is *not* a mere technical  
2 error; rather, it is a material misrepresentation of the most important part of the email header.

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

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

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

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

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

19 203 Cal. App. 4th 1083, 1088, 1090-91, 1093 (1st Dist. 2012), *petition for review denied*, 2012  
20 Cal. LEXIS 4979 (Cal. May 23, 2012), *petition for certiori denied*, 2012 U.S. LEXIS 8423 (U.S.  
21 Oct. 29, 2012), *petition for rehearing denied*, 2013 U.S. LEXIS 243 (U.S. Jan. 7, 2013). More  
22 specifically, *Balsam* confirmed that generic From Names that "do not exist or are otherwise  
23 misrepresented when they do not represent any real company and cannot be readily traced back  
24 to the true owner/sender" violate the statute. *Id.* at 1093. The Court affirmed the award of  
25 \$1,000 liquidated damages for the seven emails with misrepresented information in the From  
26 Name field, even though most of the spams identified the advertiser in the body. *Id.* at 1091,  
27 1093. Therefore, truthful information in the body of a spam does not cure misrepresented  
28 information contained in or accompanying the headers.

29 50. Here, only one of the 40 spams (2.5%) has a From Name that complies with the statute:  
30 "5G Male."  
31

1 51. Twenty-six of the spams (65%) have *Balsam* violations: generic From Names that  
2 misrepresent *who* the spams are really from and could just easily represent a 5GMALE purported  
3 “male enhancement pills” competitor or possibly even an entirely different product category:  
4 “Alpha Male Performance,” “Congratulations,” “Make Her Moan,” “Male Enhancer,” “Natural  
5 Male Enhancer,” “Thank You.”

6 52. Two of the spams (5%) have *Balsam* violations: generic From Names – “Urgent Notice”  
7 – that misrepresent who the spams are really from, and go even further to mislead the recipient  
8 because there is nothing urgent about unsolicited emails for 5GMALE’s purported “male  
9 enhancement pills.”

10 53. Eleven of the spams (27.5%) have From Names that are the user ID part of the *recipient’s*  
11 email address: “davegreen1131,” “jsdunn50,” and “miasweet84.” These spams are undisputedly  
12 false because the spams were sent *to* Plaintiffs; they are not *from* Plaintiffs.

13 54. In *Rosolowski v. Guthy-Renker LLC*, the court permitted From Names that were not the  
14 sender’s official corporate name when the identity of the sender was readily ascertainable in the  
15 body. 230 Cal. App. 4th 1403, 1407, 1416 (2d Dist. 2014). However, the From Names in that  
16 case (“Proactiv” and “Wen Hair Care”) were the advertiser’s fanciful trademarks and well-  
17 known brands with their own websites. But here, unlike the spams in *Rosolowski*, all of the  
18 From Names are generic or are related to the recipients; they are not well-known trademarks  
19 and/or brands readily associated with Defendants. There is no way an ordinary consumer,  
20 looking at the emails in his/her inbox, could readily associate “Natural Male Enhancer” with  
21 Defendants, as opposed to 5GMALE’s many competitors, much less “Thank You” or recipients’  
22 own usernames. Moreover, none of the spams at issue accurately identify the sender in the body,  
23 so *Balsam* would control, not *Rosolowski*.

24 55. Even if a spam purports to identify the sender in the body, using that information alone as  
25 described in *Rosolowski*, an ordinary consumer can still never be sure that the information is  
26 true, because spammers can and often do make false claims. For example, a “phishing” spam  
27 might appear to come from Bank of America, even including BofA’s logo and address in the  
28 body of the spam, although the spam was not in fact sent from BofA. *See e.g.* Federal Trade  
29 Commission, *Phishing*, [https://www. consumer.ftc.gov/articles/0003-phishing](https://www.consumer.ftc.gov/articles/0003-phishing). As another  
30 example, in 2017 the Federal Trade Commission sued Daniel Croft for unlawful spamming.  
31 Press Release, FTC Halts Imposter Scheme that Falsely Claimed Connection to the Agency



1 (Apr. 11, 2017), available at <https://www.ftc.gov/news-events/press-releases/2017/04/ftc-halts->  
2 *imposter-scheme-falsely-claimed-connection-agency*. Among other false and misleading  
3 representations, the body of the spams led consumers to believe that certain other parties had  
4 been shut down by the FTC for putting spyware on their computers, that Croft was affiliated with  
5 the FTC, and that the FTC had appointed Croft to contact consumers to inform them of the  
6 lawsuit and to remove the spyware from their computers. *FTC v. Daniel L. Croft*, No. 9:17-cv-  
7 80425 (S.D. Fl. filed Apr. 3, 2017), complaint at ¶¶ 22-28 (Docket #1). *Rosolowski* appears to  
8 inherently assume that whatever appears on the face of a spam must be true. But that assumption  
9 is wrong. See e.g. Cal. Bus. & Prof. Code § 17529.1(i) (“Many spammers have become so adept  
10 at masking their tracks that they are rarely found”) and (j) (“actual spammers can be difficult to  
11 track down due to some return addresses that show up on the display as ‘unknown’ and many  
12 others being obvious fakes”). As shown by the above examples, an ordinary consumer can never  
13 ascertain the true identity of the sender of a spam simply by looking at the body of the email, so  
14 *Rosolowski* is illogical, irrelevant, and inapplicable.

15 56. Here, the purported senders are also misidentified in the body of the spams. Specifically,  
16 the purported senders are “untraceable” entities under *Balsam*. So, even after opening the spam,  
17 the recipient does not know who actually sent it. For example, ANDERSON received six spams  
18 that provide an address in Baltimore, Maryland – a box at a CMRA – but do not even attempt to  
19 identify the sender. Even if the CMRA box addresses were valid, a spam recipient’s ability to  
20 communicate with the sender is not the same thing as identifying the sender. *Balsam*, 203 Cal.  
21 App. 4th at 1100-1101. DUNNING and TAYLOR received seven spams claiming in the body  
22 that they were sent by “Sidet Presearch” or “Plasson Assurance” and an address that is a box at a  
23 CMRA in Encino, California, but according to the California Secretary of State, no such entities  
24 exist, so the purported “identification” is misleading, misrepresented, and meaningless. In those  
25 instances, the only way a recipient could even attempt to identify the Marketing Partner  
26 responsible for the spam is to click on a link contained in the spam or search the source code of  
27 the email – both of which require opening the email first – in direct violation of *Balsam*. And 14  
28 of the spams do not even attempt to identify the sender or provide an address.

29 **C. Spams Sent From Domain Names Registered So As to Not Be Readily Traceable to the**  
30 **Sender Violate Cal. Business & Professions Code § 17529.5(a)(2)**

31 57. Section 17529.5(a)(2) prohibits falsified, misrepresented, or forged information contained  
in or accompanying in email headers.

1 58. Registration information for the domain names used to send spams is information  
2 contained in or accompanying email headers.

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

7 60. All of the spams that Plaintiffs received advertising 5GMALE were sent from domain  
8 names that:

- 9 • Did not identify Defendants or the sender on their face, and
- 10 • Were not readily traceable to the sender using a publicly available online database  
11 such as WHOIS, because they were:
  - 12 a. “Proxy” registered, or
  - 13 b. Registered to nonexistent entities (corporations, LLC’s, individuals, etc.)  
14 and/or boxes at commercial mail receiving agencies or fake addresses, so  
15 as to not be readily traceable to the sender by querying the Whois  
16 database, or
  - 17 c. Not registered at all and the headers were forged (a violation of Section  
18 17529.5(a)(2)) to show those domain names,

19 in violation of Section 17529.5. *Balsam*, 203 Cal. App. 4th at 1097-1101. For example:

20 61. DUNNING received spams sent from the domain name genitersiday.com, which is  
21 proxy-registered. The *Balsam* court held that sending a spam from a domain name that is proxy-  
22 registered is a misrepresentation as to *who* the sender actually is. The *Balsam* court held that  
23 such proxy-registration is a violation of section 17529.5.

24 62. TAYLOR received a spam sent from the domain name tollcompass.net. That domain  
25 name is registered to “Linksal Reduction” at an address in Cambridge, Massachusetts – a box at  
26 a CMRA – and no such entity is registered with the Massachusetts Secretary of State. Therefore,  
27 the domain name does not identify the sender on its face, nor is it readily traceable to the entity  
28 that actually sent the spams.

29 63. CARBONARO received a spam sent from the domain name beggercocoa.net. That  
30 domain name is registered to “Guadalupe Willis,” which on information and belief is a fake  
31 name, at the address 127 Hartford Drive, Larkston, MI 48348, which according to the United

1 States Postal Service does not exist. Therefore, the domain name does not identify the sender on  
2 its face, nor is it readily traceable to the entity that actually sent the spams.

3 64. TAYLOR received a spam purportedly sent from the domain name actekboukro.com.  
4 That domain name does not appear to have ever been registered; therefore, the domain name  
5 does not identify the sender on its face, nor is it readily traceable to the entity that actually sent  
6 the spams.

7 65. Thus, for every single spam at issue, Plaintiffs could not identify 5GMALE's Marketing  
8 Partner by querying the Whois database. In those instances, the only way a recipient could even  
9 attempt to identify the Marketing Partner responsible for the spam is to click on a link contained  
10 in the spam or search the source code of the email – both of which require opening the email first  
11 – in direct violation of *Balsam*.

12 **D. Spams With False and Misrepresented Subject Lines Violate Cal. Business &**  
13 **Professions Code § 17529.5(a)(2)**

14 66. Section 17529.5(a)(2) prohibits falsified, misrepresented, or forged information in email  
15 headers.

16 67. The Subject Line is part of email headers.<sup>7</sup>

17 68. Thirty-five of the spams (87.5%) that Plaintiffs received contain Subject Lines with  
18 falsified and/or misrepresented information. Plaintiffs allege that these Subject Lines are

---

19  
20 <sup>7</sup> The Internet Engineering Task Force's RFC 5322 – which essentially defines how email works  
21 – includes Subject Lines as part of email headers at ¶ 3.6. Network Working Group, *RFC 5322*  
22 (Oct. 2008), <https://tools.ietf.org/html/rfc5322>. So does Wikipedia, LifeWire.com (a website  
23 about technology), IBM, WhatIsMyIPAddress.com, and many other sources. Congress may be  
24 one of the few, if not the only, entity that believes that Subject Lines are not part of email  
25 headers. (*See* 15 U.S.C. § 7702(8), defining “header information” as “the source, destination,  
26 and routing information attached to an electronic mail message, including the originating domain  
27 name and originating electronic mail address, and any other information that appears in the line  
28 identifying, or purporting to identify, a person initiating the message.”) But California is not  
29 bound by federal definitions. In fact, in *Kleffman v. Vonage Holdings Inc.*, the California  
30 Supreme Court acknowledged the existence of the federal definition, and then immediately  
31 stated that “A similar definition was proposed, *but not adopted*, during the legislative process  
that culminated in section 17529.5(a)(2)'s enactment.” 49 Cal. 4th 334, 340 n.5 (2010)  
(emphasis added). Thus, it is not as though the California Legislature were unaware of the  
question of Subject Lines, for *Kleffman* expressly states that the Legislature rejected a definition  
similar to the federal definition. And by rejecting that definition, the California Legislature  
demonstrated its knowledge and understanding that Subject Lines are in fact part of email  
headers. Every spammer and court that cites *Kleffman* (and its progeny) for the proposition that  
Subject Lines are not part of email headers is incorrect.

1 *absolutely* false and/or misrepresented and violate Section 17529.5(a)(2), as opposed to  
2 misleading *relative* to the contents/body of the spams, which would be a violation of Section  
3 17529.5(a)(3). Examples of falsified/misrepresented Subject Lines include:

4 69. DUNNING and TAYLOR received spams with the Subject Line: “90% of women says  
5 size does matter. Here is your solution.” This Subject Line contains material misrepresentations  
6 because, on information and belief, 90% of women do not say [penis] size matters, and even if  
7 they did, on information and belief, 5G Male pills do not increase penis size.

8 70. TAYLOR received a spam with the Subject Line: “A STRONGER, THICKER  
9 MEMBER - FREE TRIAL, 100% GUARANTEED.” This Subject Line contains material  
10 misrepresentations because, on information and belief, 5G Male pills do not increase penis  
11 strength and thickness.

12 71. ANDERSON, CARBONARA, GREENBERG, and TAYLOR received spams with the  
13 Subject Line: “EASILY the best way to give a girl multiple intense orgasms.” This Subject Line  
14 contains material misrepresentations because, on information and belief, 5G Male pills are not  
15 the best way to give a girl multiple intense orgasms, and indeed, do not give a man any increased  
16 ability to do so at all.

17 72. TAYLOR received a spam with the Subject Line: “Always get it up.” This Subject Line  
18 contains material misrepresentations because, on information and belief, 5G Male pills do not  
19 improve a man’s ability to achieve or maintain an erection.

20 73. ANDERSON, DUNNING, GREENBERG, and TAYLOR received spams with the  
21 Subject Line: “How to Get So HARD, Your Wife will Start to LIMP.” This Subject Line  
22 contains material misrepresentations because, on information and belief, even assuming a man  
23 wanted to make his wife limp, 5G Male pills do not increase penis hardness.

24 74. Unlike other Subject Lines like “Who says men peak at 17?,” which could arguably be  
25 mere “puffery,” the above examples are actionable, false advertising because they are  
26 specifically making comparative claims about men’s penises and sexual performance – stronger,  
27 best, harder – as the direct result of using the 5G Male product.

28 75. On a different note, TAYLOR received a spam with the Subject Line: “Alert: Please  
29 confirm your mailing-address: {{ronetta.taylor}}.” This Subject Line contains material  
30 misrepresentations because “confirm” suggests that TAYLOR bought or stated an intent to buy  
31

1 5G Male pills, or at a minimum previously requested information from or made a connection  
2 with 5GMALE such that *confirmation* of her mailing address is necessary.

3 76. ANDERSON received a spam with the Subject Line: “RE: pleasuring two girls.” This  
4 Subject Line contains material misrepresentations because “RE” indicates that the email was sent  
5 as a reply to a communication from ANDERSON to 5GMALE, even though ANDERSON never  
6 initiated any communications to 5GMALE.

7 **E. Spams With Subject Lines Misleading Relative to the Contents or Subject Matter of the**  
8 **Spams Violate Business & Professions Code § 17529.5(a)(3)**

9 77. Section 17529.5(a)(3) prohibits Subject Lines that are misleading relative to the contents  
10 or subject matter of the emails.

11 78. ANDERSON received three spams, and CARBONARO received one spam, with the  
12 Subject Line “These 5 incredible erection superfoods will keep you hard for HOURS!”

13 79. Putting aside the question of whether or not the claim that certain superfoods can prolong  
14 erections is *absolutely* true, the Subject Line is nevertheless misleading *relative* to the contents  
15 and subject matter of the emails because a reasonable person would interpret the Subject Line to  
16 mean that the emails are about *foods* such as steak, chili peppers, bananas, and dark chocolate  
17 (*see e.g.* Zeynep Yenisey, These 20 Superfoods are Guaranteed to Make You Better in Bed,  
18 MAXIM (Sep. 19, 2017), *available at* [https://www.maxim.com/maxim-man/20-foods-for-your-](https://www.maxim.com/maxim-man/20-foods-for-your-sex-life-2017-9)  
19 [sex-life-2017-9](https://www.maxim.com/maxim-man/20-foods-for-your-sex-life-2017-9) (last visited Mar. 1, 2019)), when in fact the recipient discovers – after opening  
20 the spams – that the spams are really advertising *pills* and make no mention whatsoever of any  
21 superfoods. Therefore, these four spams violate Section 17529.5(a)(3).

22 **F. Spams Containing a Third Party’s Domain Name Without Permission Violate Cal.**  
23 **Business & Professions Code § 17529.5(a)(1)**

24 80. Section 17529.5(a)(1) prohibits spams containing or accompanied by a third party’s  
25 domain name without the permission of the third party.

26 81. Plaintiffs are informed and believe and thereon allege that 16 of the spams at issue in this  
27 Action contain a third party’s domain name in clickthrough links, specifically, Twitter Inc.’s  
28 domain name t.co. Twitter prohibits the use of its services for spamming. *See* Twitter Terms of  
29 Service at ¶ 4, <https://twitter.com/en/tos#update> (last visited Feb. 26, 2019). Therefore,  
30 5GMALE and its Marketing Partners could not have and did not have permission from Twitter to  
31 use its domain name in these spams.

1 82. Plaintiffs are informed and believe and thereon allege that nine of the spams at issue in  
2 this Action contain a third party's domain name in clickthrough links, specifically, Amazon Web  
3 Services Inc.'s domain name amazonaws.com. Amazon AWS prohibits the use of its services  
4 for spamming. *See* AWS Site Terms at § "Reviews, Comments, Communications, and other  
5 Content," <https://aws.amazon.com/terms> (last visited Mar. 1, 2019). Therefore, 5GMALE and  
6 its Marketing Partners could not have and did not have permission from Amazon AWS to use its  
7 domain name in these spams.

8 83. Plaintiffs are informed and believe and thereon allege that 5G MALE's Marketing  
9 Partners included t.co in the clickthrough links and amazonaws.com in the headers because if  
10 they used their *own* domain names, it would be more likely that spam filters would be able to  
11 automatically identify the domain names as being associated with spammers, and block the  
12 spams. On the other hand, emails containing t.co in the clickthrough links and amazonaws.com  
13 in the headers are more likely to be treated as legitimate emails and not spams, and so are less  
14 likely to be blocked.

15 **G. 5GMALE is Strictly Liable for Advertising in Spams Sent By its Marketing Partners;**  
16 **5GMALE's Marketing Partners are Also Liable on the Basis of Civil Conspiracy**

17 84. 5GMALE is strictly liable for advertising in the spams at issue even if third parties hit the  
18 Send button. Cal. Bus. & Prof. Code § 17529(j), (k); *Hypertouch Inc. v. ValueClick Inc. et al*  
19 192 Cal. App. 4th 805, 820-21 (2d Dist. 2011). Of course, 5GMALE's Marketing Partners are  
20 also liable for conspiring with 5GMALE to advertise in unlawful spams.

21 85. Plaintiffs are informed and believe and thereon allege that no one forced 5GMALE to  
22 outsource any of its advertising to third party spam networks and spammers, but 5GMALE chose  
23 to contract with and partner with them (the Marketing Partners), including but not limited to the  
24 other named Defendants, to advertise its websites for the purpose of selling its products and  
25 services for a profit.

26 86. Plaintiffs are informed and believe and thereon allege that 5GMALE and its Marketing  
27 Partners agreed to share the benefits and the risks of the marketing venture.

28 87. Plaintiffs are informed and believe and thereon allege that 5GMALE and its Marketing  
29 Partners formed a conspiracy (or conspiracies) to advertise 5GMALE's purported "male  
30 enhancement pills" by virtue of signing the Marketing Contracts. Defendants operated the  
31 conspiracy by sending and advertising in spams pursuant to the Marketing Contracts.

1 Defendants committed wrongful acts pursuant to the conspiracy by advertising in unlawful  
2 spams, and Plaintiffs were damaged by receiving those unlawful spams.

3 88. Plaintiffs are informed and believe and thereon allege that 5GMALE may have provided  
4 some of the content (i.e. From Names and Subject Lines) to its Marketing Partners, and  
5 5GMALE and its Marketing Partners explicitly or tacitly agreed to use such content to send and  
6 advertise in unlawful spams, and 5GMALE's Marketing Partners directed themselves towards  
7 those wrongful goals by using that content in the spams that were sent. But, to the extent that  
8 5GMALE's Marketing Partners may have created certain false and misrepresented elements of  
9 the spams (e.g. putting generic text in the From Name field, including false and misrepresented  
10 Subject Lines, and including third parties' domain names without permission), 5GMALE's  
11 Marketing Partners must be held liable for violations of Section 17529.5 because such wrongful  
12 acts were committed in accordance with the general conspiracy to advertise 5GMALE's  
13 5gmale.com website and its purported "male enhancement pills."

14 89. To the extent that some of the Marketing Partners (e.g. the spam networks) did not  
15 actually send the spams, and their domain names appear in the redirect links, they are still liable  
16 for conspiring with 5GMALE to advertise its purported "male enhancement pills." But for these  
17 Marketing Partners' actions, the spams would not happened because these Marketing Partners  
18 provided codes and links for other Marketing Partners to use to effectuate the sending of the  
19 spams and to ultimately enable the recipients to buy the 5G Male pills.

20 **H. Plaintiffs Sue for Statutory Liquidated Damages; No Proof of Reliance or Actual**  
21 **Damages is Necessary**

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

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

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

30 93. Section 17529.5 does not require Plaintiffs to quantify their actual damages, allege or  
31 prove reliance on the advertisements contained in the spams, or purchase the goods and services  
advertised in the spams. *Recipients* of unlawful spam have standing to sue and recover

1 liquidated damages. Cal. Bus. & Prof. Code § 17529.5(b)(1)(A)(iii); *Hypertouch*, 192 Cal. App.  
2 4th at 820, 822-23, 828. Plaintiffs do not seek actual damages in this Action, only liquidated  
3 damages. Cal. Bus. & Prof. Code § 17529.5(b)(1)(B).

4 **I. Defendants' Actions Were Willful and Preclude any Reduction in Statutory Damages**

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

10 95. Plaintiffs are informed and believe and thereon allege that Defendants have not  
11 established and implemented, with due care, practices and procedures reasonably designed to  
12 effectively prevent unsolicited commercial e-mail advertisements that are in violation of  
13 Section 17529.5.

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

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

18 98. Moreover, Plaintiffs are informed and believe and thereon allege that Defendants  
19 intended to deceive recipients of their spam messages through the use of generic/misrepresented  
20 information in From Names, falsely-registered domain names used to send the spams,  
21 false/misrepresented Subject Lines, and third parties' domain names, as described herein.

22 99. Third parties' domain names do not insert themselves into spams without permission.  
23 Subject Lines and From Names do not write themselves. Domain names do not register  
24 themselves. The false and misrepresented information contained in and accompanying the email  
25 headers are not "clerical errors." Plaintiffs are informed and believe and thereon allege that  
26 Defendants went to great lengths to create falsified and misrepresented information contained in  
27 and accompanying the email headers in order to deceive recipients, Internet Service Providers,  
28 and spam filters.

29 100. Plaintiffs are informed and believe and thereon allege that Defendants intended to profit,  
30 actually profited, and continue to profit, and were unjustly enriched by, their wrongful conduct  
31 as described herein.



1 **FIRST CAUSE OF ACTION**

2 **[Violations of California Restrictions on Unsolicited Commercial Email,**  
3 **California Business & Professions Code § 17529.5]**  
4 **(Against All Defendants)**

5 101. Plaintiffs hereby incorporate the foregoing paragraphs as though set forth in full herein.

6 102. Plaintiffs received all of the spams within one year prior to filing the Complaint.

7 103. Defendants advertised in/conspired to advertise in at least 40 unsolicited commercial  
8 email advertisements that Plaintiffs received at their California electronic mail addresses that  
9 had: a) materially falsified and/or misrepresented information contained in or accompanying the  
10 email headers; b) Subject Lines misleading relative to the contents or subject matter of the  
11 emails; and/or c) third parties' domain names without permission, in violation of Section  
12 17529.5. The unlawful elements of these spams represent willful acts of falsity and deception,  
13 rather than clerical errors.

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

16 105. Defendants have not established and implemented, with due care, practices and  
17 procedures to effectively prevent advertising in unlawful spams that violate Section 17529.5 that  
18 would entitle them to a reduction in statutory damages.

19 106. Plaintiffs seek reimbursement of attorneys' fees and costs as authorized by Section  
20 17529.5(b)(1)(C).

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

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

28 //

29 //

30 //

31

1 **PRAYER FOR RELIEF**

2 **(Against All Defendants)**

- 3 A. An Order from this Court declaring that Defendants violated California Business &  
4 Professions Code § 17529.5 by advertising in unlawful spams.
- 5 B. Liquidated damages against Defendants in the amount of \$1,000 for each of at least 40  
6 unlawful spams, as authorized by Section 17529.5(b)(1)(B)(ii), for a total of at least  
7 \$40,000, as follows:

8

<b>PLAINTIFF</b>	<b>DAMAGES SOUGHT</b>	<b>PLAINTIFF</b>	<b>DAMAGES SOUGHT</b>
ANDERSON	\$11,000	GREENBERG	\$6,000
CARBONARO	\$7,000	TAYLOR	\$10,000
DUNNING	\$6,000	<b>TOTAL</b>	<b>\$40,000</b>

9  
10  
11

- 12 C. Liquidated damages against 5GMALE, in the amount of \$1,000 for each of the 40  
13 unlawful spams (\$40,000) that it advertised in that Plaintiffs received, according to proof.
- 14 D. Liquidated damages against SIDET, jointly and severally with 5GMALE, in the amount  
15 of \$1,000 for each of the 10 unlawful spams (\$10,000) that it conspired with 5GMALE to  
16 advertise 5GMALE in, that Plaintiffs received, according to proof.
- 17 E. Liquidated damages against TARGETED, jointly and severally with 5GMALE, in the  
18 amount of \$1,000 for each of the one unlawful spams (\$1,000) that it conspired with  
19 5GMALE to advertise 5GMALE in, that Plaintiffs received, according to proof.
- 20 F. Liquidated damages against TRADING, jointly and severally with 5GMALE, in the  
21 amount of \$1,000 for each of the one unlawful spams (\$1,000) that it conspired with  
22 5GMALE to advertise 5GMALE in, that Plaintiffs received, according to proof.
- 23 G. Liquidated damages against APPROACHPEN, jointly and severally with 5GMALE, in  
24 the amount of \$1,000 for each of the two unlawful spams (\$2,000) that it conspired with  
25 5GMALE to advertise 5GMALE in, that Plaintiffs received, according to proof.
- 26 H. Liquidated damages against IRKSOMELY, jointly and severally with 5GMALE, in the  
27 amount of \$1,000 for each of the nine unlawful spams (\$9,000) that it conspired with  
28 5GMALE to advertise 5GMALE in, that Plaintiffs received, according to proof.
- 29 I. Liquidated damages against PLATONL, jointly and severally with 5GMALE, in the  
30 amount of \$1,000 for each of the one unlawful spams (\$1,000) that it conspired with  
31 5GMALE to advertise 5GMALE in, that Plaintiffs received, according to proof.

- 1 J. Liquidated damages against WOODIESTING, jointly and severally with 5GMALE, in
- 2 the amount of \$1,000 for each of the two unlawful spams (\$2,000) that it conspired with
- 3 5GMALE to advertise 5GMALE in, that Plaintiffs received, according to proof.
- 4 K. Liquidated damages against each DOE 1-300 (when their true names are learned and they
- 5 are added to the Action), jointly and severally with 5GMALE, in the amount of \$1,000
- 6 for each of the unlawful spams that they conspired with 5GMALE to advertise 5GMALE
- 7 in, that Plaintiffs received, according to proof.
- 8 L. Attorneys' fees as authorized by Section 17529.5(b)(1)(C) and Cal. Code of Civil
- 9 Procedure § 1021.5 for violations of Section 17529.5.
- 10 M. Costs of suit.
- 11 N. Such other and further relief as the Court deems proper.

12  
13 THE LAW OFFICES OF DANIEL BALSAM

14  
15 Date: March 1, 2019

14  
15 BY: *Daniel L Balsam*

16 DANIEL BALSAM  
17 Attorneys for Plaintiffs

# EXHIBIT A

RECIPIENT	RECIPIENT EMAIL	DATE	FROM NAME	SENDING DOMAIN NAME	REGISTRANT
Anderson, Gina	miasweet84@gmail.com	2018-03-06 0305	Male Enhancer	iliac10.net	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-06 1243	Male Enhancer	iliac10.net	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-06 1651	miasweet84	irksomely.com	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-07 0941	Male Enhancer	greenapplestall.com	Richard Hawking, Chicago IL
Anderson, Gina	miasweet84@gmail.com	2018-03-07 1121	miasweet84	irksomely.com	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-07 1849	Natural Male Enhancer	soputil.com	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-08 0406	miasweet84	dublechoice.com	Tremaine Robinson, Chicago, IL
Anderson, Gina	miasweet84@gmail.com	2018-03-08 1124	miasweet84	irksomely.com	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-08 1142	Alpha Male Performance	faunist.life	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-08 1326	Natural Male Enhancer	hankie.org	Proxy
Anderson, Gina	miasweet84@gmail.com	2018-03-09 1743	miasweet84	irksomely.com	Proxy
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1032	Make Her Moan	AMTSH.de	Domain Available
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1032	Make Her Moan	gbLA.de	Domain Available
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1033	Make Her Moan	dvshH.de	Domain Available
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1033	Make Her Moan	LqkY.de	Domain Available
Carbonaro, Nick	carbonaro1@att.net	2018-12-24 0705	5G Male	beggarcocoa.com	Guadalupe Willis Clarkston, MI
Carbonaro, Nick	carbonaro1@att.net	2018-12-24 0927	Make Her Moan	CqWID.de	Domain Available
Carbonaro, Nick	carbonaro1@att.net	2018-12-24 0927	Make Her Moan	Yrmas.de	Domain Available
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-11 1543	Thank you	genitersday.com	Proxy
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-12 0924	Thank you	genitersday.com	Proxy
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-12 1051	Thank you	genitersday.com	Proxy
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-13 1106	Thank you	genitersday.com	Proxy
Dunning, Sherri	jsdunn50@yahoo.com	2018-11-02 0412	jsdunn50	platoml.com	Proxy
Dunning, Sherri	jsdunn50@yahoo.com	2018-11-17 1243	Thank you	banggearfast.com	Structure Team Encino, CA
Greenberg, Dave	davegreen1131@gmail.com	2018-03-06 1758	davegreen1131	irksomely.com	Proxy
Greenberg, Dave	davegreen1131@gmail.com	2018-03-07 1114	davegreen1131	watch-others.com	Proxy
Greenberg, Dave	davegreen1131@gmail.com	2018-03-07 1513	Natural Male Enhancer	soputil.com	Proxy
Greenberg, Dave	davegreen1131@gmail.com	2018-03-08 0416	davegreen1131	dublechoice.com	Tremaine Robinson, Chicago IL
Greenberg, Dave	davegreen1131@gmail.com	2018-03-08 0716	davegreen1131	watch-others.com	Proxy
Greenberg, Dave	davegreen1131@gmail.com	2018-03-09 0115	davegreen1131	watch-others.com	Proxy
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-05 1312	Thank you (5G-Male-Congratulations!@equant.fjordstrail.com)	fjordstrail.com	Proxy
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-15 1206	Thank you (5G-Male-Congratulations!@equant.fjordstrail.com)	tetondson.com	Proxy
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-28 2327	Thank you (5G-Male-Congratulations!@equant.fjordstrail.com)	tolcompass.net	Octoguide Sumuni Encino, CA
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-30 0146	Thank you (5G-Male-Congratulations!@equant.fjordstrail.com)	securityvoice.org	Linksal Reduction Cambridge, MA
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-30 0619	Congratulations! (worldscientific@actekbukro.com)	actekbukro.com	Domain Available
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-04 0805	Urgent Notice (info@bzknbfds.bzknbfds.rig-object.approachpen.com)	approachpen.com	Domain Available
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-04 0818	Urgent Notice (info@Us1SeE22.Us1SeE22.approachpen.com)	approachpen.com	Neil Alsop, Falmouth ME
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-04 1044	Congratulations (BusinessPro4ever@widely.woodiesting.com)	woodiesting.com	Neil Alsop, Falmouth ME
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-05 1544	Thank you (5G-Male-Congratulations!@genitersday.com)	genitersday.com	Proxy
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-10 0701	Congratulations (BusinessPro4ever@widely.woodiesting.com)	woodiesting.com	Proxy

RECIPIENT	RECIPIENT EMAIL	DATE	SUBJECT LINE	(A1) VIOLATION	SENDER ID/ADDRESS IN BODY
Anderson, Gina	miasweet84@gmail.com	2018-03-06 0305	Is it Her Time Of Month? (2 reasons to make her climax)	amazonaws.com, t.co	None
Anderson, Gina	miasweet84@gmail.com	2018-03-06 1243	Is it Her Time Of Month? (2 reasons to make her climax)	amazonaws.com, t.co	None
Anderson, Gina	miasweet84@gmail.com	2018-03-06 1651	oldest porn star in the world finally reveals his mega hard-on secret RE: pleasuring two girls	t.co	Illegible
Anderson, Gina	miasweet84@gmail.com	2018-03-07 0941	these 5 incredible erection superfoods will keep you hard for HOURS!	t.co	Targeted Pages, PO Box 803338 #70339, Chicago IL 60680
Anderson, Gina	miasweet84@gmail.com	2018-03-07 1121	How To Get So HARD, Your Wife will Start To LIMP	t.co	211 EAST Lombard St. #340, Baltimore MD 21202
Anderson, Gina	miasweet84@gmail.com	2018-03-07 1849	Is it Her Time Of Month? (2 reasons to make her climax)	t.co	None
Anderson, Gina	miasweet84@gmail.com	2018-03-08 0406	these 5 incredible erection superfoods will keep you hard for HOURS!	t.co	211 EAST Lombard St. #340, Baltimore MD 21202
Anderson, Gina	miasweet84@gmail.com	2018-03-08 1124	EASILY the best way to give a girl multiple intense orgasms...	t.co	211 EAST Lombard St. #340, Baltimore MD 21202
Anderson, Gina	miasweet84@gmail.com	2018-03-08 1142	How To Get So HARD, Your Wife will Start To LIMP	t.co	None
Anderson, Gina	miasweet84@gmail.com	2018-03-09 1743	these 5 incredible erection superfoods will keep you hard for HOURS!	t.co	None
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1032	This guy reveals how to get a "rock hard" boner in less than two weeks+	amazonaws.com	None
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1032	This guy reveals how to get a "rock hard" boner in less than two weeks+	amazonaws.com	None
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1033	This guy reveals how to get a "rock hard" boner in less than two weeks+	amazonaws.com	None
Carbonaro, Nick	carbonaro1@att.net	2018-12-22 1033	This guy reveals how to get a "rock hard" boner in less than two weeks+	amazonaws.com	None
Carbonaro, Nick	carbonaro1@att.net	2018-12-24 0705	These 5 incredible erection "superfoods" will keep you hard for HOURS!	amazonaws.com	Dylan Whitehouse, 2234 College Avenue, STE 327, Wilmington OH 45177
Carbonaro, Nick	carbonaro1@att.net	2018-12-24 0927	EASILY the best way to give a girl multiple intense orgasms/	amazonaws.com	None
Carbonaro, Nick	carbonaro1@att.net	2018-12-24 0927	EASILY the best way to give a girl multiple intense orgasms/	amazonaws.com	None
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-11 1543	90% of women says size does matter. Here is your solution.	amazonaws.com	Sidet Presearch, 4924 Balboa Blvd #482, Encino, CA 91316
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-12 0924	90% of women says size does matter. Here is your solution.	amazonaws.com	Sidet Presearch, 4924 Balboa Blvd #482, Encino, CA 91316
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-12 1051	Amazing OTC Pill for Thicker Erections!	amazonaws.com	Sidet Presearch, 4924 Balboa Blvd #482, Encino, CA 91316
Dunning, Sherri	jsdunn50@yahoo.com	2018-10-13 1106	Who says men peak at 17?	amazonaws.com	Sidet Presearch, 4924 Balboa Blvd #482, Encino, CA 91316
Dunning, Sherri	jsdunn50@yahoo.com	2018-11-02 0412	If She Said Screw Me NOW, Could You Get HARD?	amazonaws.com	4359 Hwy. 155 #509, Stockbridge, GA 30281
Dunning, Sherri	jsdunn50@yahoo.com	2018-11-17 1243	How To Get So HARD, Your Wife Starts To LIMP	amazonaws.com	mo security, 1042 Fort Union Blvd. #448, Midvale, UT 84047
Greenberg, Dave	davegreen1131@gmail.com	2018-03-06 1758	oldest porn star in the world finally reveals his mega hard-on secret	t.co	Illegible
Greenberg, Dave	davegreen1131@gmail.com	2018-03-07 1114	EASILY the best way to give a girl multiple intense orgasms	t.co	211 EAST Lombard St. #340, Baltimore MD 21202
Greenberg, Dave	davegreen1131@gmail.com	2018-03-07 1513	How To Get So HARD, Your Wife will Start To LIMP	t.co	None
Greenberg, Dave	davegreen1131@gmail.com	2018-03-08 0416	Is it Her Time Of Month? (2 reasons to make her climax)	t.co	None
Greenberg, Dave	davegreen1131@gmail.com	2018-03-08 0716	EASILY the best way to give a girl multiple intense orgasms	t.co	211 EAST Lombard St. #340, Baltimore MD 21202
Greenberg, Dave	davegreen1131@gmail.com	2018-03-09 0115	EASILY the best way to give a girl multiple intense orgasms	t.co	211 EAST Lombard St. #340, Baltimore MD 21202
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-05 1312	How To Get So HARD, Your Wife Starts To LIMP	t.co	Plasson Assurance, 4924 Balboa Blvd. #482, Encino, CA 91316
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-15 1206	Always get it up	t.co	Sidet Presearch, 4924 Balboa Blvd #482, Encino, CA 91316
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-28 2327	A STRONGER, THICKER MEMBER - FREE TRIAL, 100% GUARANTEED	t.co	Sidet Presearch, 4924 Balboa Blvd #482, Encino, CA 91316
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-30 0146	Alert: Please confirm your mailing-address: {ronetta.taylor}	t.co	trading seek, 5214F Diamond Heights Blvd. #1051, San Francisco CA 94131
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-09-30 0619	90% of women say ' IZE DOE MATTER. HERE I YOUR SOLUTION.	t.co	report secluded, 1042 Fort Union Blvd #448, Midvale, UT 84047
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-04 0805	90% of women say ' IZE DOE MATTER. HERE I YOUR SOLUTION.	t.co	1817 E Southern Avenue #479, Tempe, AZ 85282
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-04 0818	90% of women say ' IZE DOE MATTER. HERE I YOUR SOLUTION.	t.co	1817 E Southern Avenue #479, Tempe, AZ 85282
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-04 1044	Stay Hard All Night	t.co	5660 Strand Court #A20, Naples, FL 34110
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-05 1544	Get your love life back on track	t.co	Sidet Presearch, 4924 Balboa Blvd #482, Encino, CA 91316
Taylor, Ronetta	ronetta.taylor@yahoo.com	2018-10-10 0701	EASILY the best way to give a girl multiple intense orgasms	t.co	5660 Strand Court #A20, Naples, FL 34110