

BY FAX

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

**F I L E D**

Superior Court of California  
County of San Francisco

NOV 23 2015

CLERK OF THE COURT

BY: [Signature]  
Deputy Clerk

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

16 HOON CHUNG, an individual; )  
17 NICOLE AVILA, an individual; )  
18 MATT BARRETT, an individual; )  
19 CHRISTINA BOWMAN-JONES, an )  
individual; )  
20 HEATHER BYRNES, an individual; )  
21 FENWICK CRECY, an individual; )  
22 WILLIAM GREENBERG, an individual; )  
23 DHODEN GYATSO, an individual; )  
24 VANESSA POWERS, an individual; )  
SERGIO SANTOS, an individual; and )  
25 BUNNY SEGAL, an individual; )

26 Plaintiffs,

27 v.

28 BLUE GLOBAL LLC, an Arizona limited )  
liability company; )  
29 ACQUISITION MEDIA LLC, a Delaware )  
limited liability company; )  
30 PANAMERICAN CAPITAL ADVISORS )  
LLC, a Delaware limited liability company; )  
31 )

) Case No.: **CGC 15-549115**

) **COMPLAINT FOR DAMAGES**

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

1 SOVEREIGN INTERNET MARKETING )  
 2 LLC, a Delaware limited liability company; )  
 3 FETCH DEALS INC., a Delaware )  
 4 corporation; )  
 5 TURN TWO MEDIA LLC, a Nevada limited )  
 6 liability company; )  
 7 UFTHETFVFEHTFE.COM, a business )  
 8 entity of unknown organization, )  
 9 WXYRXTHXSWYXRCX.COM, a business )  
 10 entity of unknown organization, )  
 11 FRTEALING.COM, a business entity of )  
 12 unknown organization in Beverly Hills, )  
 13 California; )  
 14 HOLIDAY FAMILY DEALS, a business )  
 15 entity of unknown organization in San )  
 16 Francisco, California; )  
 17 INT, a business entity of unknown )  
 18 organization in Covina, California; )  
 19 ONLINE EDU-GAMES, a business entity of )  
 20 unknown organization in San Francisco, )  
 21 California; )  
 22 ONLINE SHOPPING MAGAZINE, a )  
 23 business entity of unknown organization in )  
 24 San Francisco, California; )  
 25 ONLINE SPORT EQUIPMENT DEALS, a )  
 26 business entity of unknown organization in )  
 27 San Francisco, California; )  
 28 SECRET BEAUTY WOMAN, a business )  
 29 entity of unknown organization in San )  
 30 Francisco, California; and )  
 31 DOES 1-500; )  
 Defendants. )

COME NOW PLAINTIFFS HOON CHUNG *et al* and file this Complaint for one cause of action against Defendants BLUE GLOBAL LLC *et al* and allege as follows:

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

1. Plaintiffs HOON CHUNG *et al* bring this Action against professional spammers BLUE GLOBAL LLC and related companies (collectively “BLUE GLOBAL”), and their third party advertising networks and affiliates (aka “publishers”), for advertising in and sending almost 2,000 unlawful spams to Plaintiffs. A representative sample appears on the next page.

**Subject:** heather, You Have Received \$25000 Cash deposited!

**From:** Confirm Now ★ (Kdb.yo.mHlu@)

**To:** he[REDACTED]@yahoo.com;

**Date:** Wednesday, December 31, 1969 4:00 PM

✓✓ heather : immediate \$25000 Deposit!

Please Confirm!



**You're OneClick away from holiday cash!**

\* Loans from \$500 - \$25,000

\* Search 100 lenders in One Click

\* Loan application is safe & secure

Our patent-pending technology stores your past application and allows you to click for more cash anytime, anywhere. At [OneClickLoan](#) you can reach our entire network of financial providers with ONE click!

[Get My Holiday Cash Now](#)

How would it feel to have  
***your money***  
***struggles solved by this***  
***time tomorrow?***

**We're ready to help you!**

OneClickLoan, 7302 East Helm Drive, Suite 2005, Scottsdale, AZ 85260

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

US Residents Only

THE SHOPPING PORTALS

To Manage your subscription please [Click here](#)

or write us at : PO BOX 105603 NUMB 91384 ATLANTA, GA 30348-5603 US

Figure 1

1 2. No Plaintiff gave direct consent to receive commercial email advertisements from, or had  
2 a preexisting or current business relationship with, BLUE GLOBAL.

3 3. The spams all materially violated California Business & Professions Code § 17529.5  
4 (“Section 17529.5”) due to: a) the inclusion of third parties’ domain names without permission  
5 of the third parties; b) materially false and deceptive information contained in or accompanying  
6 the email headers (i.e. From Name, Sender Email Address, and Subject Line), and/or c) Subject  
7 Lines misleading relative to the contents of the emails.

8 4. BLUE GLOBAL is strictly liable for advertising in spams sent by its third party  
9 marketing agents.

10 5. Spam recipients are not required to allege or prove reliance or actual damages to have  
11 standing. *See* Bus. & Prof. Code § 17529.5(b)(1)(A)(iii). Nevertheless, Plaintiffs did suffer  
12 damages by receiving the spams. *See, e.g.,* Bus. & Prof. Code § 17529(d), (e), (g), (h).  
13 However, Plaintiffs elect to recover statutory damages only and forego recovery of any actual  
14 damages. *See* Bus. & Prof. Code § 17529.5(b)(1)(B).

15 6. This Court should award liquidated damages of \$1,000 per email as provided by  
16 Section 17529.5(b)(1)(B)(ii), and not consider any reduction in damages, because BLUE  
17 GLOBAL and its marketing agents failed to implement reasonably effective systems to prevent  
18 advertising in unlawful spams. Indeed, BLUE GLOBAL knowingly and willfully continues to  
19 advertise in unlawful spams despite numerous past settlements and lawsuits. The unlawful  
20 elements of these spams represent willful acts of falsity and deception, rather than clerical errors.

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

## 25 26 **II. PARTIES**

### 27 **A. Plaintiffs**

28 8. HOON CHUNG (“CHUNG”) was domiciled in and a citizen of the State of California,  
29 when he received the BLUE GLOBAL spams at issue. The spams at issue were sent to  
30 CHUNG’s email address that he ordinarily accesses from California.  
31

1 9. NICOLE AVILA (“AVILA”) was domiciled in and a citizen of the State of California,  
2 when she received the BLUE GLOBAL spams at issue. The spams at issue were sent to  
3 AVILA’s email address that she ordinarily accesses from California.

4 10. MATT BARRETT (“BARRETT”) was domiciled in and a citizen of the State of  
5 California, when he received the BLUE GLOBAL spams at issue. The spams at issue were sent  
6 to BARRETT’s email address that he ordinarily accesses from California.

7 11. CHRISTINA BOWMAN-JONES (“BOWMAN-JONES”) was domiciled in and a citizen  
8 of the State of California, when she received the BLUE GLOBAL spams at issue. The spams at  
9 issue were sent to BOWMAN-JONES’ email address that she ordinarily accesses from  
10 California.

11 12. HEATHER BYRNES (“BYRNES”) was domiciled in and a citizen of the State of  
12 California, when she received the BLUE GLOBAL spams at issue. The spams at issue were sent  
13 to BYRNES’ email address that she ordinarily accesses from California.

14 13. FENWICK CRECY (“CRECY”) was domiciled in and a citizen of the State of  
15 California, when he received the BLUE GLOBAL spams at issue. The spams at issue were sent  
16 to CRECY’s email address that he ordinarily accesses from California.

17 14. WILLIAM GREENBERG (“GREENBERG”) was domiciled in and a citizen of the State  
18 of California, when he received the BLUE GLOBAL spams at issue. The spams at issue were  
19 sent to GREENBERG’s email address that he ordinarily accesses from California.

20 15. DHODEN GYATSO (“GYATSO”) was domiciled in and a citizen of the State of  
21 California, when he received the BLUE GLOBAL spams at issue. The spams at issue were sent  
22 to GYATSO’s email address that he ordinarily accesses from California.

23 16. VANESSA POWERS (“POWERS”) was domiciled in and a citizen of the State of  
24 California, when she received the BLUE GLOBAL spams at issue. The spams at issue were sent  
25 to POWERS’ email address that she ordinarily accesses from California.

26 17. SERGIO SANTOS (“SANTOS”) was domiciled in and a citizen of the State of  
27 California, when he received the BLUE GLOBAL spams at issue. The spams at issue were sent  
28 to SANTOS’ email address that he ordinarily accesses from California.

29 18. BUNNY SEGAL (“SEGAL”) was domiciled in and a citizen of the State of California,  
30 when she received the BLUE GLOBAL spams at issue. The spams at issue were sent to  
31 SEGAL’s email address that she ordinarily accesses from California.

1 19. Plaintiffs' joinder in this Action is proper pursuant to Code of Civil Procedure § 378  
2 because Plaintiffs seek relief based on the same series of transactions or occurrences: all received  
3 similar spams in the same general time period advertising BLUE GLOBAL's websites, and all of  
4 those spams were sent by BLUE GLOBAL or its marketing agents. The same questions of law  
5 (e.g., violations of Section 17529.5, strict liability) and fact (e.g., direct consent, practices and  
6 procedures to prevent advertising in unlawful spam) will arise in this Action. The fact that each  
7 Plaintiff does not sue for *exactly* the same spams does not bar joinder: "It is not necessary that  
8 each plaintiff be interested as to every cause of action or as to all relief prayed for. Judgment  
9 may be given for one or more of the plaintiffs according to their respective right to relief." Code  
10 Civ. Proc. § 378(b).

11 **B. Defendants**

12 20. Plaintiffs are informed and believe and thereon allege that Defendant BLUE GLOBAL  
13 LLC is now, and was at all relevant times, an Arizona limited liability company with a primary  
14 place of business in Scottsdale, Arizona.

15 21. Plaintiffs are informed and believe and thereon allege that Defendant ACQUISITION  
16 MEDIA LLC is now, and was at all relevant times, a Delaware limited liability company with a  
17 primary place of business in Scottsdale, Arizona.

18 22. Plaintiffs are informed and believe and thereon allege that Defendant PANAMERICAN  
19 CAPITAL ADVISORS LLC is now, and was at all relevant times, a Delaware limited liability  
20 company with a primary place of business in Scottsdale, Arizona.

21 23. Plaintiffs are informed and believe and thereon allege that Defendant SOVEREIGN  
22 INTERNET MARKETING LLC is now, and was at all relevant times, a Delaware limited  
23 liability company with a primary place of business in Scottsdale, Arizona.

24 24. Plaintiffs are informed and believe and thereon allege that each of the Defendants BLUE  
25 GLOBAL LLC, ACQUISITION MEDIA LLC, PANAMERICAN CAPITAL ADVISORS LLC,  
26 and SOVEREIGN INTERNET MARKETING LLC share physical assets, personnel, addresses,  
27 finances, and intellectual property; failed to follow proper corporate formalities; and each is an  
28 alter ego of the other. Plaintiffs hereafter refer to BLUE GLOBAL LLC, ACQUISITION  
29 MEDIA LLC, PANAMERICAN CAPITAL ADVISORS LLC, and SOVEREIGN INTERNET  
30 MARKETING LLC collectively as "BLUE GLOBAL."

1 25. Plaintiffs are informed and believe and thereon allege that BLUE GLOBAL owns,  
2 operates, and controls the Internet domain names *100dayloans.com*, *3clickloan.com*,  
3 *3yearloans.com*, *cashmojo.com*, *oneclickloan.com*, *onehourloan.com*, and *rockstarloan.com*,  
4 among others. These are the domain names for BLUE GLOBAL's websites advertised in the  
5 spams at issue. Nevertheless, Plaintiffs are informed and believe and thereon allege that BLUE  
6 GLOBAL is not actually a lender, but rather sells consumer "leads" it acquires by spamming to  
7 lenders.

8 26. Plaintiffs are informed and believe and thereon allege that Defendant FETCH DEALS  
9 INC. is now, and was at all relevant times, a Delaware corporation dba *ob1trk.com* with a  
10 primary place of business in New York, New York. Plaintiffs are informed and believe and  
11 thereon allege that Defendant FLETCH DEALS INC. sent, or hired others to send, 19 of the  
12 unlawful spams at issue to Plaintiffs.

13 27. Plaintiffs are informed and believe and thereon allege that Defendant TURN TWO  
14 MEDIA LLC is now, and was at all relevant times, a Nevada limited liability company dba  
15 *tmtracker.com* in Henderson, Nevada, whose status with the Nevada Secretary of State is in  
16 default. Plaintiffs are informed and believe and thereon allege that Defendant TURN TWO  
17 MEDIA LLC sent, or hired others to send, 3 of the unlawful spams at issue to Plaintiffs.

18 28. Plaintiffs are informed and believe and thereon allege that Defendant  
19 UFTHETFVFTEHTFE.COM, is now, and was at all relevant times, a business entity of  
20 unknown organization with an unknown primary place of business. Plaintiffs are informed and  
21 believe and thereon allege that Defendant UFTHETFVFTEHTFE.COM sent, or hired others to  
22 send, 8 of the unlawful spams at issue to Plaintiffs.

23 29. Plaintiffs are informed and believe and thereon allege that Defendant  
24 WXYRXTHXSWYXRCX.COM, is now, and was at all relevant times, a business entity of  
25 unknown organization with an unknown primary place of business. Plaintiffs are informed and  
26 believe and thereon allege that Defendant WXYRXTHXSWYXRCX.COM sent, or hired others  
27 to send, 1,802 of the unlawful spams at issue to Plaintiffs.

28 30. Plaintiffs are informed and believe and thereon allege that Defendant FRTEALING.COM  
29 is now, and was at all relevant times, a business entity of unknown organization with a primary  
30 place of business in Beverly Hills, California.

1 31. Plaintiffs are informed and believe and thereon allege that Defendant HOLIDAY  
2 FAMILY DEALS is now, and was at all relevant times, a business entity of unknown  
3 organization with a primary place of business in San Francisco, California.

4 32. Plaintiffs are informed and believe and thereon allege that Defendant INT is now, and  
5 was at all relevant times, a business entity of unknown organization with a primary place of  
6 business in Covina, California.

7 33. Plaintiffs are informed and believe and thereon allege that Defendant ONLINE EDU-  
8 GAMES is now, and was at all relevant times, a business entity of unknown organization with a  
9 primary place of business in San Francisco, California.

10 34. Plaintiffs are informed and believe and thereon allege that Defendant ONLINE  
11 SHOPPING MAGAZINE is now, and was at all relevant times, a business entity of unknown  
12 organization with a primary place of business in San Francisco, California.

13 35. Plaintiffs are informed and believe and thereon allege that Defendant ONLINE SPORT  
14 EQUIPMENT DEALS is now, and was at all relevant times, a business entity of unknown  
15 organization with a primary place of business in San Francisco, California.

16 36. Plaintiffs are informed and believe and thereon allege that Defendant SECRET BEAUTY  
17 WOMAN is now, and was at all relevant times, a business entity of unknown organization with a  
18 primary place of business in San Francisco, California.

19 37. Plaintiffs do not know the true names or legal capacities of the Defendants designated  
20 herein as DOES 1 through 500, inclusive, and therefore sue said Defendants under the fictitious  
21 name of "DOE." Plaintiffs are informed and believe and thereon allege that each of the  
22 Defendants designated herein as a DOE is legally responsible in some manner for the matters  
23 alleged in this complaint, and is legally responsible in some manner for causing the injuries and  
24 damages of which Plaintiffs complain. Plaintiffs are informed and believe and thereon allege  
25 that each of the Defendants designated herein as a DOE Defendant was, at all times relevant to  
26 the matters alleged within this complaint, acting in conjunction with the named Defendants,  
27 whether as a director, officer, employee, agent, affiliate, customer, participant, or co-conspirator.  
28 When the identities of DOE Defendants 1-500 are discovered, or otherwise made available,  
29 Plaintiffs will seek to amend this Complaint to allege their identity and involvement with  
30 particularity.



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

8  
9 **III. JURISDICTION AND VENUE**

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

11 39. This California Superior Court has jurisdiction over the Action because all Plaintiffs  
12 numerous defendants are located in California, and the amount in controversy is more than  
13 \$25,000.

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

15 40. Defendants HOLIDAY FAMILY DEALS, ONLINE EDU-GAMES, ONLINE  
16 SHOPPING MAGAZINE, ONLINE SPORT EQUIPMENT DEALS, and SECRET BEAUTY  
17 WOMAN are all located in San Francisco. Code Civ. Proc. § 395.

18 41. Additionally, “A corporation or association may be sued in the county where . . . the  
19 obligation or liability arises.” Code Civ. Proc. § 395.5.

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

24 *Black Diamond Asphalt Inc. v. Superior Court of San Joaquin County*, 109 Cal. App. 4th 166,  
25 172, 173 (3d Dist. 2003) (internal citations omitted) (emphasis added). Here, even if the  
26 unlawful spams originated outside of San Francisco County, Defendants’ obligations arose in  
27 San Francisco County, where Plaintiff CRECY received the spams and was damaged.

28 **IV. NEARLY 2,000 UNLAWFUL SPAMS**

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

1 43. California’s False Advertising Law, Business & Professions Code § 17500  
2 prohibits “not only advertising which is false, but also advertising which[,]  
3 although true, is either actually misleading or which has a capacity, likelihood or  
4 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.

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

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

7 44. The emails at issue are “commercial email advertisements”<sup>1</sup> because they were initiated  
8 for the purpose of advertising and promoting BLUE GLOBAL’s products and services related to  
9 advertising third-party loans and acquiring and selling information of consumers interested in  
10 loans.

11 45. The emails are “unsolicited commercial email advertisements”<sup>2</sup> because no Plaintiff gave  
12 “direct consent”<sup>3</sup> to, or had a “preexisting or current business relationship”<sup>4</sup> with, BLUE  
13 GLOBAL.

14 46. Plaintiffs did not consent or acquiesce to receive the BLUE GLOBAL spams at issue.  
15 Plaintiffs did not waive or release any rights or claims related to the BLUE GLOBAL spams at  
16 issue.

---

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

21  
22 <sup>2</sup> “‘Unsolicited commercial e-mail advertisement’ means a commercial e-mail advertisement sent  
23 to a recipient who meets both of the following criteria: (1) The recipient has not provided direct  
24 consent to receive advertisements from the advertiser. (2) The recipient does not have a  
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  
27 <sup>3</sup> “‘Direct consent’ means that the recipient has expressly consented to receive e-mail  
28 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).

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

1 47. BLUE GLOBAL advertised in, sent, and/or conspired to send at least 1,946 unlawful  
2 spams that Plaintiffs received at their “California email addresses”<sup>5</sup> as shown below:

3 PLAINTIFF	SPAMS RECEIVED	PLAINTIFF	SPAMS RECEIVED
4 AVILA	64	GREENBERG	46
5 BARRETT	260	GYATSO	68
6 BOWMAN-JONES	148	POWERS	146
7 BYRNES	411	SANTOS	317
8 CHUNG	149	SEGAL	293
	44	<b>TOTAL</b>	<b>1,946</b>

9 48. Plaintiffs’ email addresses play no part in determining whether or not the emails have  
10 falsified, misrepresented, forged, misleading, or otherwise deceptive information contained in or  
11 accompanying the email headers.

12 49. The spams are all unlawful because there is materially false and deceptive information  
13 contained in or accompanying the email headers, and the use of third parties’ domain names  
14 without permission, as described in more detail below.

15 **B. Spams Containing a Third Party’s Domain Name Without Permission Violate Business**  
16 **& Professions Code § 17529.5(a)(1)**

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

19 51. Plaintiffs are informed and believe and thereon allege that many of the spams at issue in  
20 this Action contain third parties’ domain names without permission of the third parties. For  
21 example: *1800petmeds.com, baltimoresun.com, containerstore.com, cvs.com, ebay.com,*  
22 *facebook.com, gmail.com, hertz.com, houzz.com, internationalliving.com, investmentu.com,*  
23 *michaelkorsemail.com, microsoft.com, nytimes.com, pier1.com, samsung.com,*  
24 *sierratradingpost.com, skype.com, spotifymail.com, staples.com, studentloans.gov,*  
25 *summitracing.com, toysrus.com, wellsfargoemail.com, yougov.com.*

26 52. Such unauthorized use of third parties’ domain names is materially false and deceptive.  
27 There can be no dispute that these spams were *not* sent from eBay, The New York Times

28 \_\_\_\_\_  
29  
30 <sup>5</sup> “‘California e-mail address’ means 1) An e-mail address furnished by an electronic mail service  
31 provider that sends bills for furnishing and maintaining that e-mail address to a mailing address  
in this state; 2) An e-mail address ordinarily accessed from a computer located in this state; 3)  
An e-mail address furnished to a resident of this state.” Bus. & Prof. Code § 17529.1(b).

1 Company, etc. Plaintiffs are informed and believe and thereon allege that BLUE GLOBAL  
2 and/or its marketing agents forge the Sender Email Addresses to include domain names  
3 belonging to legitimate third party businesses in order to:

- 4 • Falsely lend an air of legitimacy to the spams by leveraging the brand equity of  
5 legitimate advertisers, and
- 6 • Trick spam filters as to the source of the spams. If BLUE GLOBAL and its  
7 marketing agents used their *own* domain names, it would be more likely that spam  
8 filters would be able to automatically identify the domain names as being  
9 associated with spammers, and block the spams. On the other hand, emails  
10 domain names like *ebay.com* and *nytimes.com* are more likely to be treated as  
11 legitimate emails and not spams.

12 53. Furthermore, assuming that these spams were *not* actually sent from the domain names  
13 that appear in the Sender Email Addresses, which Plaintiffs are informed and believe and thereon  
14 allege to be the case, then the spams also contained falsified and forged information, which  
15 violates Section 17529.5(a)(2).

16 **C. Spams With Generic or False From Names Misrepresent Who is Advertising in the**  
17 **Spams and Violate Business & Professions Code § 17529.5(a)(2)**

18 54. Section 17529.5(a)(2) prohibits falsified or misrepresented information contained in or  
19 accompanying email headers.

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

23 56. The From Name in an email's headers is, not surprisingly, supposed to identify who the  
24 email is *from*; it is not supposed to be an advertising message. Because computers must use  
25 standard protocols in order to communicate, the Internet Engineering Task Force created a  
26 collection of "Requests for Comment" ("RFCs") that define the rules that enable email to work.

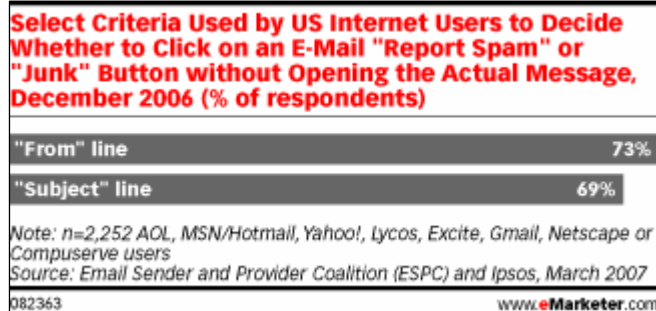
27 According to RFC 5322 at ¶ 3.6.2 (emphasis in original):

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

1 57. Plaintiffs do not insist on any *particular* label (e.g., “Acquisition Media LLC,”  
2 “Acquisition Media,” “100DayLoans,” “100DayLoans.com,” etc.) in the From Name field.  
3 Rather, Plaintiffs contend that the text, whatever it is, cannot misrepresent *who* the emails are  
4 from.

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

9 59. Indeed, empirical evidence has  
10 demonstrated that the From Name is the  
11 *most* important factor email recipients use  
12 to determine whether or not an email is  
13 spam. *See* eMarketer, E-Mail Open Rates  
14 Hinge on ‘Subject’ Line, *available at*



15 <http://www.emarketer.com/Article/E-Mail-Open-Rates-Hinge-on-Subject-Line/1005550> (Oct.  
16 31, 2007). Thus, a From Name that misrepresents who a spam is from is *not* a mere technical  
17 error; rather, it is a material misrepresentation of the most important part of the email header.

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

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

24 Federal Trade Commission, CAN-SPAM ACT: A COMPLIANCE GUIDE FOR BUSINESS, *available*  
25 *at* <http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business>  
26 (emphasis added).

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

30 ... The seven [ ] emails do not truly reveal who sent the email . . . The [ ]  
31 “senders” identified in the headers of the [ ] seven emails do not exist or are  
otherwise misrepresented, namely Paid Survey, Your Business, Christian Dating,

1 Your Promotion, Bank Wire Transfer Available, Dating Generic, and Join Elite. .  
2 . . . Thus the sender information (“from”) is misrepresented.

3 203 Cal. App. 4th 1083, 1088, 1090-91, 1093 (1st Dist. 2012), *petition for review denied*, 2012  
4 Cal. LEXIS 4979 (Cal. May 23, 2012), *petition for certiori denied*, 2012 U.S. LEXIS 8423 (U.S.  
5 Oct. 29, 2012), *petition for rehearing denied*, 2013 U.S. LEXIS 243 (U.S. Jan. 7, 2013). More  
6 specifically, *Balsam* confirmed that generic From Names that “do not exist or are otherwise  
7 misrepresented when they do not represent any real company and cannot be readily traced back  
8 to the true owner/sender” violate the statute. *Id.* at 1093. The Court affirmed the award of  
9 \$1,000 liquidated damages for the seven emails with misrepresented information in the From  
10 Name field, even though most of the spams identified the advertiser in the body. *Id.* at 1091,  
11 1093. Therefore, truthful information in the body of a spam does not cure misrepresented  
12 information contained in or accompanying the headers.

13 62. Almost all of the spams that Plaintiffs received advertising BLUE GLOBAL’s websites  
14 show generic text in the From Name field that misrepresents *who* the spams are from, e.g.  
15 “Congratulations,” “Approval Department,” “Happy New Years,” and “Personal Bank Loans.”  
16 Many of the spams that Plaintiffs received advertising BLUE GLOBAL’s websites had generic  
17 From Names that were further misrepresented because they suggest that Plaintiffs have a  
18 relationship with and/or made an inquiry to BLUE GLOBAL, e.g. “Your Confirmation,”  
19 “APPROVED,” and “Urgent Notification.” These generic From Names could just as easily refer  
20 to BLUE GLOBAL’s competitors, such as *checkintocash.com*, *advanceamerica.com*, or  
21 *acecashexpress.com*.

22 63. Some of the spams that Plaintiffs received advertising BLUE GLOBAL’s websites had  
23 From Names that are categorically false, like “Microsoft account team.”

24 64. These From Names, like those in *Balsam*, misrepresent *who* was advertising in the spams,  
25 and therefore violate Section 17529.5(a)(2).

26 65. Plaintiffs are informed and believe and thereon allege that BLUE GLOBAL knowingly  
27 chooses to advertise using generic From Names precisely so the recipients will *not* know who the  
28 emails were really from when viewing the spams in the inbox view. This forces recipients to  
29 open the emails to see if the emails might actually be from someone with whom the recipient has  
30 had dealings... or if the emails are in fact, as is the case here, nothing but spams from a for-profit  
31 lead-generator attempting to acquire consumer information to re-sell to lenders.

1 66. Additionally, Plaintiffs are informed and believe and thereon allege that since BLUE  
2 GLOBAL is a “lead generator” and not an actual lender, it has no knowledge, and cannot have  
3 any knowledge, as to whether any of the Plaintiffs have been pre-approved for loans or whether  
4 any of the spam recipients have received any loans.

5 67. In *Rosolowski v. Guthy-Renker LLC*, the court permitted From Names that were not the  
6 sender’s official corporate name as long as the identify of the sender was readily ascertainable in  
7 the body. 230 Cal. App. 4th 1403, 1407, 1416 (2d Dist. 2014). However, the From Names in  
8 that case (Proactiv and Wen Hair Care) were the advertiser’s fanciful trademarks, well-known  
9 brands with their own websites. But here, unlike the spams in *Rosolowski*, almost of the From  
10 Names are generic; they are not well-known trademarks and brands readily associated with  
11 BLUE GLOBAL. There is no way an ordinary consumer, looking at the emails in his/her inbox,  
12 could readily associate them with BLUE GLOBAL. Many of the From Names – e.g.,  
13 “Congratulations,” “Your Confirmation” – do not even inherently relate to loans.

14 68. Moreover, in many of the spams at issue, neither the sender nor the advertiser is readily  
15 ascertainable in the body of the spams, so *Balsam* would control, not *Rosolowski*.

16 **D. Spams Sent From Domain Names Registered So As To Not Be Readily Traceable to the**  
17 **Sender Violate Business & Professions Code § 17529.5(a)(2)**

18 69. Section 17529.5(a)(2) prohibits falsified, misrepresented, or forged information contained  
19 in or accompanying in email headers.

20 70. Registration information for the domain names used to send spams is information  
21 contained in or accompanying email headers.

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

26 72. Many of the spams that Plaintiffs received advertising BLUE GLOBAL were sent from  
27 domain names that:

- 28 • Did not identify BLUE GLOBAL or the sender on their face, and
- 29 • Were deliberately registered so as to not be readily traceable to the sender by  
30 querying the Whois database,

31 in violation of Section 17529.5. *Balsam*, 203 Cal. App. 4th at 1097-1101.

1 73. Example of not-readily-traceable domain names include:

- 2 • *Easyoftensure.com*, which is registered to “Delightfully Receipts Online,”  
3 claiming its address to be a P.O. Box in Los Angeles, California. Plaintiffs are  
4 informed and believe and thereon allege that no such entity exists.
- 5 • *Fundpiano.net*, which is registered to “Credit Card Protection Tips,” claiming its  
6 address to be a P.O. Box in Seattle, Washington. Plaintiffs are informed and  
7 believe and thereon allege that no such entity exists.
- 8 • *Gauchosteakhouse.com*, which is proxy-registered via Domains By Proxy LLC.

9 74. Plaintiffs could not identify BLUE GLOBAL or its spamming affiliates who sent most of  
10 the spams at issue by querying the Whois database for the domain names used to send many of  
11 the spams at issue.

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

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

16 76. The Subject Line is part of email headers.

17 77. Many of the spams that Plaintiffs received contain Subject Lines with falsified and/or  
18 misrepresented information. Plaintiffs allege that these Subject Lines are *absolutely* false and/or  
19 misrepresented and violate Section 17529.5(a)(2), as opposed to misleading *relative* to the  
20 contents/body of the spams, which would be a violation of Section 17529.5(a)(3).

21 78. Example of falsified/misrepresented Subject Lines include:

- 22 • “nicole, You Have Received \$9500 Cash deposited!” is false because AVILA did  
23 *not* receive \$9,500 cash deposited from BLUE GLOBAL.
- 24 • “matman2000: Shhhh! Your check may have finally arrived” is misrepresented  
25 because it implies that there is a financial relationship between BARRETT and  
26 BLUE GLOBAL.
- 27 • “heather, You Have Received \$25000 Cash deposited!” is false because BYRNES  
28 did *not* receive \$25,000 cash deposited from BLUE GLOBAL.
- 29 • “Your Direct Deposit is Ready – Approved for \$35000. Pay back in 5 years” is  
30 false because SANTOS was *not* approved for a \$35,000 loan by any of BLUE  
31 GLOBAL’s client-lenders. Indeed, the lenders wouldn’t even know who



1 SANTOS *is*, unless and until he were to click the link in the spam and apply for a  
2 loan at BLUE GLOBAL’s websites so that BLUE GLOBAL would have his  
3 information to sell to its client-lenders.

4 **F. Spams With Subject Lines Misleading Relative to the Contents of the Spams Violate**  
5 **Business & Professions Code § 17529.5(a)(3)**

6 79. Section 17529.5(a)(3) prohibits Subject Lines misleading relative to the contents or  
7 subject matter of the emails.

8 80. Some of the spams that Plaintiffs received contain Subject Lines misleading relative to  
9 the contents of subject matter of the emails, which violate Section 17529.5(a)(3).

10 81. Example of misleading Subject Lines include:

- 11 • “Up to *\$1,500* for nick - 100DayLoans” (emphasis added) is misleading because  
12 the body says “We are waiting to Deposit up to *\$1000* into your account!”
- 13 • “nick , Your Pre-Approved Application For *\$900* is ready: Confirm Now”  
14 (emphasis added) is misleading because the body says “We Need Your  
15 Confirmation for *\$1000* deposit.”
- 16 • “Real time *approval* - \$35,000 Deposit! (ALL CREDIT OK! *Apply* in Minutes!)”  
17 (emphasis added) is misleading because the body says “heather, You’ve *received*  
18 Your New \$35000 Cash *deposited*.”

19 **G. BLUE GLOBAL is Strictly Liable for Spams Sent By its Marketing Agents**

20 82. Plaintiffs are informed and believe and thereon allege that BLUE GLOBAL contracted  
21 with third party advertising networks and affiliates, including but not limited to the other named  
22 Defendants, to advertise its websites for the purpose of selling products and services for a profit.

23 83. No one forced BLUE GLOBAL to outsource any of its advertising to third party spam  
24 networks and spammers.

25 84. Advertisers such as BLUE GLOBAL are liable for advertising in spams, even if third  
26 parties hit the Send button.

27 There is a need to regulate the advertisers who use spam, as well as the actual  
28 spammers because the actual spammers can be difficult to track down due to  
29 some return addresses that show up on the display as “unknown” and many others  
being obvious fakes and they are often located offshore.

30 The true beneficiaries of spam are the advertisers who benefit from the marketing  
31 derived from the advertisements.

1 Bus. & Prof. Code § 17529(j)(k).

2 It is unlawful [ ] to advertise in a commercial email advertisement [ ] under any of  
3 the following circumstances...

4 Bus. & Prof. Code § 17529.5 (emphasis added). Of course, BLUE GLOBAL's agents are also  
5 liable for sending unlawful spams. See *Balsam*, generally.

6 85. In fact, in *Hypertouch Inc. v. ValueClick Inc. et al*, the court of appeal held that  
7 advertisers are *strictly liable* for advertising in false and deceptive spams, even if the spams were  
8 sent by third parties.

9 [S]ection 17529.5 makes it unlawful for a person or entity "to advertise in a  
10 commercial e-mail advertisement" that contains any of the deceptive statements  
11 described in subdivisions (a)(1)-(3). Thus, by its plain terms, the statute is not  
12 limited to entities that actually send or initiate a deceptive commercial e-mail, but  
13 applies more broadly to any entity that advertises in those e-mails.

14 Thus, like other California statutes prohibiting false or misleading business  
15 practices, the statute makes an entity *strictly liable* for advertising in a  
16 commercial e-mail that violates the substantive provisions described in section  
17 17529.5, subdivision (a) regardless of whether the entity knew that such e-mails  
18 had been sent or had any intent to deceive the recipient.

19 192 Cal. App. 4th 805, 820-21 (2d Dist. 2011) (emphasis added). The court did not find that this  
20 was an arbitrary requirement; rather, the court identified sound policy reasons behind the  
21 Legislature's decision to create a strict liability statute. *Id.* at 829.

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

24 86. The California Legislature defined liquidated damages to be \$1,000 per spam. Bus. &  
25 Prof. Code § 17529.5(b)(1)(B)(ii).

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

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

89. Section 17529.5 does not require Plaintiffs to quantify their actual damages, allege or  
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. Bus. & Prof. Code § 17529.5(b)(1)(A)(iii); *Hypertouch*, 192 Cal. App. 4th  
2 at 820, 822-23, 828.

3 90. However, Plaintiffs did suffer damages by receiving the unlawful spams advertising  
4 BLUE GLOBAL's products and services in the state of California, at their California email  
5 addresses. Bus. & Prof. Code § 17529(d), (e), (g), (h). Regardless, Plaintiffs do not seek actual  
6 damages in this Action, only liquidated damages. Bus. & Prof. Code § 17529.5(b)(1)(B).

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

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

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

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

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

21 95. Moreover, Plaintiffs are informed and believe and thereon allege that Defendants  
22 intended to deceive recipients of their spam messages through the use of falsified and/or  
23 misrepresented information in From Names, domain name registrations, and Subject Lines, and  
24 use of third parties' domain names without permission, as described herein.

25 96. Subject Lines and From Names do not write themselves. Domain names do not register  
26 themselves. Samsung, eBay, Wells Fargo, and other third parties' domain names do not insert  
27 themselves into spams on their own. The false and misrepresented information contained in and  
28 accompanying the email headers are not "clerical errors." Plaintiffs are informed and believe  
29 and thereon allege that Defendants went to great lengths to create falsified and misrepresented  
30 information contained in and accompanying the email headers in order to deceive recipients,  
31 Internet Service Providers, and spam filters.

1 97. Further demonstrating a pattern and practice of deceptive advertising, Plaintiffs are  
2 informed and believe and thereon allege that “Blue Global Media” (a trade name of Defendant  
3 BLUE GLOBAL LLC) has an “F” rating with the Better Business Bureau. *See* <http://www.bbb.org/phoenix/business-reviews/sales-lead-generation/blue-global-media-in-scottsdale-az-1000016699>.

6 98. Plaintiffs are informed and believe and thereon allege that Defendants intended to profit,  
7 actually profited, and continue to profit, and were unjustly enriched by, their wrongful conduct  
8 as described herein.

9 99. Plaintiffs are informed and believe and thereon allege that BLUE GLOBAL has received  
10 numerous complaints related to unlawful spamming prior to this Action, and has been sued  
11 before for unlawful spamming, and yet did nothing to reform its practices.

12 100. Punitive damages are appropriate to punish malicious and oppressive conduct by  
13 Defendants, and to deter others from engaging in such conduct. *See* Civ. Code § 3294.

14  
15 **FIRST CAUSE OF ACTION**

16 **[Violations of California Restrictions on Unsolicited Commercial Email,**  
17 **California Business & Professions Code § 17529.5]**  
18 **(Against All Defendants)**

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

20 102. Plaintiffs received the spams at issue within one year prior to filing this Complaint.

21 103. Defendants advertised in, sent, and/or caused to be sent at least 1,946 unsolicited  
22 commercial email advertisements to Plaintiffs’ California electronic mail addresses that had  
23 materially falsified and/or misrepresented information contained in or accompanying the email  
24 headers, and/or contained third parties’ domain names without permission, in violation of  
25 Section 17529.5. The unlawful elements of these spams represent willful acts of falsity and  
26 deception, rather than clerical errors.

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

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

1 106. Plaintiffs seek reimbursement of attorneys' fees and costs as authorized by Section  
2 17529.5(b)(1)(C).

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

10 WHEREFORE, Plaintiffs pray for judgment against Defendants as hereinafter set forth.  
11

12 **PRAYER FOR RELIEF**

13 **(Against All Defendants)**

- 14 A. An Order from this Court declaring that Defendants violated California Business &  
15 Professions Code § 17529.5 by advertising in and sending unlawful spams.  
16 B. Liquidated damages against BLUE GLOBAL in the amount of \$1,000 for each of at least  
17 1,946 unlawful spams, as authorized by Section 17529.5(b)(1)(B)(ii), for a total of at  
18 least \$1,946,000, as set forth below:

19

<b>PLAINTIFF</b>	<b>DAMAGES SOUGHT</b>	<b>PLAINTIFF</b>	<b>DAMAGES SOUGHT</b>
AVILA	\$64,000	GREENBERG	\$46,000
BARRETT	\$260,000	GYATSO	\$68,000
BOWMAN-JONES	\$148,000	POWERS	\$146,000
BYRNES	\$411,000	SANTOS	\$317,000
CHUNG	\$149,000	SEGAL	\$293,000
CRECY	\$44,000	<b>TOTAL</b>	<b>\$1,946,000</b>

20  
21  
22  
23  
24

- 25 C. Liquidated damages against FETCH DEALS INC. in the amount of \$19,000 based on 19  
26 spams advertising BLUE GLOBAL that FETCH DEALS INC. sent, hired others to send,  
27 or otherwise conspired with others to send, to Plaintiffs.  
28 D. Liquidated damages against TURN TWO MEDIA LLC in the amount of \$3,000 based on  
29 3 spams advertising BLUE GLOBAL that TURN TWO MEDIA LLC sent, hired others  
30 to send, or otherwise conspired with others to send, to Plaintiffs.  
31

- 1 E. Liquidated damages against UFTHETFVFTEHTFE.COM in the amount of \$8,000 based  
2 on 8 spams advertising BLUE GLOBAL that UFTHETFVFTEHTFE.COM sent, hired  
3 others to send, or otherwise conspired with others to send, to Plaintiffs.
- 4 F. Liquidated damages against WXYRXTHXSWYXRCX.COM in the amount of  
5 \$1,802,000 based on 1,802 spams advertising BLUE GLOBAL that  
6 WXYRXTHXSWYXRCX.COM sent, hired others to send, or otherwise conspired with  
7 others to send, to Plaintiffs.
- 8 G. Liquidated damages against FRTEALING.COM, HOLIDAY FAMILY DEALS, INT,  
9 ONLINE EDU-GAMES, ONLINE SHOPPING MAGAZINE, ONLINE SPORT  
10 EQUIPMENT DEALS, and SECRET BEAUTY WOMAN in the amount of \$1,000 for  
11 each spam, according to proof, advertising BLUE GLOBAL that each Defendant sent,  
12 hired others to send, or otherwise conspired with others to send, to Plaintiffs.
- 13 H. Attorneys' fees as authorized by Section 17529.5(b)(1)(C) and Code of Civil Procedure  
14 § 1021.5 for violations of Section 17529.5.
- 15 I. Punitive damages, in an amount to be determined by this Court.
- 16 J. Costs of suit.
- 17 K. Such other and further relief as the Court deems proper.

18  
19 THE LAW OFFICES OF DANIEL BALSAM

20 

21 Date: Nov. 23, 2015

21 BY: \_\_\_\_\_

22 DANIEL L. BALSAM  
23 Attorneys for Plaintiffs  
24  
25  
26  
27  
28  
29  
30  
31