

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

LYNETTE BOOTH, individually, and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

CONVERT2MEDIA, LLC, a Nevada)
limited liability company, and RALPH)
RUCKMAN, in his individual capacity,)

Defendants.)

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Case No. _____

JURY DEMAND

2011 JUL 19 PM 2:54

CLASS ACTION COMPLAINT

Plaintiff Lynette Booth ("Plaintiff") brings this Class Action Complaint against Defendants CONVERT2MEDIA, LLC ("Convert2Media") and Ralph Ruckman ("Ruckman") (collectively, "Defendants") based upon their unlawful practice of deceptively marketing to and billing Plaintiff and similarly-situated others for their work-at-home products. Plaintiff, for her Complaint, alleges as follows upon personal knowledge as to herself and her own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by her own attorneys.

Parties

1. Plaintiff Lynette Booth is a natural person and citizen of the State of Illinois.
2. Defendant Convert2Media, LLC is an online provider and/or advertiser of work-at-home products that are marketed to consumers nationwide. Defendant is a Nevada limited liability company headquartered in and having its principal place of business at 2910 Maguire Road, Suite 2010, in the City of Ocoee, State of Florida. Defendant does business in the State of Illinois and nationwide.

3. Defendant Ralph Ruckman is a natural person and citizen of the State of Florida. At all relevant times, Ruckman was the President and Chief Operating Officer of Convert2Media, LLC. Defendant Ruckman is the central figure in the fraudulent scheme of which Plaintiff complains and actively participated in and controlled the wrongful conduct alleged herein.

4. Indeed, Mr. Ruckman sits at the head of Defendant Convert2Media and its affiliated companies, whose network of d/b/a's and agents includes numerous websites, trade names, registered d/b/a's and shell companies.

5. At all relevant times, Mr. Ruckman was and is the Chief Operating Officer and a proprietor of the websites through which Convert2Media perpetrated the conduct of which Plaintiff complains. Moreover, Mr. Ruckman was the central figure and "guiding spirit" of the wrongful conduct at issue in this Complaint.

6. Mr. Ruckman was responsible for, *inter alia*, making all final decisions on Convert2Media's business practices and policies, including Convert2Media's marketing, terms of use, disclosures, user-registration and billing practices.

7. Likewise, Mr. Ruckman was responsible for making all hiring decisions at Convert2Media. Thus, to the extent that other Convert2Media employees were responsible for day-to-day tasks associated with Convert2Media's marketing, terms of use, disclosure, user-registration and billing practices, Mr. Ruckman directed their activities and knowingly consented to their decisions and conduct.

Jurisdiction and Venue

8. The Court has personal jurisdiction over this action pursuant to 735 ILCS 5/2-209(a)(1) because Defendants do business in Illinois, Plaintiff is a resident of Illinois, and

Defendants committed tortious acts within Illinois.

9. Venue is proper because Defendants do business in Cook County and the cause of action arose, in substantial part, in Cook County.

Facts Common to All Counts

10. With unemployment rising and wages stagnant, Americans are suffering through the worst economy in decades. In these hard times, ordinary consumers are more than ever subjected to a proliferation of work-at-home offers that promise the ability to easily make thousands of dollars from at-home businesses.

11. The offers, which are hosted and advertised by Defendants begin as initial representations made through a common deceptive scheme, constituting spam email offers, sponsored links, banner ads on internet search pages, and links in fake news articles and fake blogs. The purpose of each of these initial representations is to drive consumer traffic to credit card submit landing pages at which a purchase can be made.

12. These sponsored links, banner ads, fake news articles, and similar methods of gaining a consumer's attention are created and operated by a group of affiliate marketers and advertising networks whose sole objective is to drive traffic to merchant landing pages such as those selling Defendants' products.

13. Defendants "optimize" their transaction pages so as to drive ever-higher rates of purchase. This optimization can include changing the design of ad pages in the order path including the color, words used, placement of words, font size, placement of the Terms of Service, and the use of "pressures" like "You Qualify for Instant Access!" and "...these kits are going FAST!," or the use of running timers counting down the minutes left before an offer

“expires.” Such pressures are simply fabrications and are dynamically inserted into the website at specified screen locations to further drive sales.

14. Defendants employ “affiliate managers” and other representative employees to communicate directly with the affiliate publishers who create deceptive advertising, such as sponsored links and fake news articles and blogs, with the purpose of matching them with the highest converting merchant offers (usually the most deceptive), and to help them optimize their advertising materials by providing templates and ad copy. These affiliate managers have full knowledge of the deceptive advertisements used to drive traffic to work-at-home offers, and likewise, the full knowledge of the deceptive nature of merchants’ transaction pages.

15. As a primary inducement, consumers are often simply responding to the many initial representations and screenshots that appear to state a relationship with large companies, such as Google, within order paths managed by Defendants. The use of Google’s name in this manner, and specifically the prospect of working for one of the world’s most successful companies, appears as a primary non-price inducement to deceptively entice consumers to purchase Defendants’ products.

16. After a consumer is directed by Defendants to a landing page displaying a work-at-home offer, Defendants advertise a product, often a CD or software kit, purportedly designed to enable consumers to “Earn up to \$978 or more a day using GOOGLE,” “Work from Home & learn to make \$1000s a day using GOOGLE!,” and “Anyone with a computer and basic typing skills can make money using Google!”

17. These landing pages typically contain language describing their offering “As seen on: Fox News, CNN,” and “USAToday.” The website prominently features network logos without license from these media entities and are plainly designed to suggest to a consumer that

the offering is supported by a reputable entity. Defendants' products have never been "seen on" or endorsed by any of the networks claimed on their websites.

18. The initial landing page seen by a consumer is bright and welcoming, and promises "FAST CASH USING GOOGLE" and "HOME INCOME USING GOOGLE," among other pleasing inducements. Representations that drive consumers to these landing pages within the order paths managed by Defendants promise "\$7500 a month Working from Home Job: requires basic computer skills." Banner ads even promise "scam free" offers that link to landing pages created by Defendants' business partners on which consumers are promised Defendants' products at prices that are not, in fact, remotely close to the actual price charged by Defendants.

19. Defendants' landing pages often contain a testimonial photo of a consumer that benefited from their product. In fact, this photo is a fake, inasmuch as Defendants simply use a stock photo (commonly available at websites like iStockPhoto.com) and fabricate the testimonial.

20. In furtherance of the deception, Defendants' landing pages may be reached from embedded links in fake blog testimonials ("flogs") and fake news articles with, again, stock photos and testimonials purportedly representing actual consumers from one's own city or state. These consumers relate stories of terrific success using Defendants' products. Examples of these flogs and fake news articles deceptively used to sell Defendants' products are:

- a. "USA Online Journal-Finance News" in which "Mary Steadman"¹ tells

¹ "Mary Steadman," the most widely used fake person in fake news articles selling work-at-home products, is also featured on the following fake news sites, and at least 90 more websites all across the internet:

how she “quit her boring job as a manufacturer’s representative” and “now makes \$6,500+ a month” using Defendants’ products.

b. “Consumer Weekly,” which utilizes the same photo of the woman claiming to be “Mary Steadman” above, but in this instance she has the name “Elaine Love,” also lost her “boring” manufacturing job and now makes thousands using Defendants’ products.

c. “Chicago Job News” at which “Jerry Reynolds” describes how he “lost his boring job as an account representative for a manufacturing company” and “now makes \$5,500+ a month just by submitting small text ads online on Google.”

d. “Scott Hunter” on “wthguide.info,” a fake blog that states how Mr. Hunter also “lost his job as a boring account representative for a manufacturing company.” “Scott” makes “\$9,000+ a month just by submitting small text ads on Google.” Upon information and belief, “Scott Hunter” is the pseudonym of an affiliate marketer driving traffic to Convert2Media’s websites.

21. Defendants also derive sales from online traffic routed through fake consumer review sites. At these sites, alleged “advocates” for consumers endorse Defendants’ products

www.SanFrancisco-Tribune.com, www.SanFranCiscoCityHearld.com, www.Sandiego-Tribune-News.com, www.SanDiego-Tribune.com, www.SanJose-Herald.com, www.SanJose-Times.com, www.TheLosAngelesJournal.com, www.LosAngelesTribuneNews, www.LosAngelesNews7.com, www.LosAngelesFinanceNews.com, www.Los-Angeles-Weekly.com, www.LosAngelesDispatch.com, www.4KAWeekIn3Steps.com, www.Action7Journal.com, www.AmericaFinanceNews.com, www.AmericaJobJournal.com, www.AmericaNewsDaily.com, www.B12-Media.com, www.BargainBoomer.com, www.Best-Job-In.com, www.BirmingHamTribune.co.uk, www.Boston-BusinessNews.com, www.Boston-Tribune.com, www.BostonFinanceNews.com, www.BostonGazetteNews.com, www.OrlandoWebTimes, www.ReadSomeNews.com, www.Online-Job-News.com, www.NYGazetteNews.com, www.NewYorkPostHearld.com, www.NewYorkPostHearld.com.

with laudatory language and within the body of the fake reviews link to deceptive transaction pages for those products.

22. The online order path leading to Defendants' transaction pages are littered with pictures of individuals that testify to the success they have enjoyed using Defendants' products. The individuals in Defendants' fake photos are not from the consumer's city or state; in fact, the specific locale represented is dynamically generated by instructions contained in the underlying source code for the screen page presented. That is, "Sara Stanley" from "Chicago" is in fact simply a fictitious person whose city name is generated by source code that recognizes and responds to the (Chicago) IP address of the consumer's computer.

23. A consumer is required to give Defendants certain "personally identifying information" (PII) to "CHECK AVAILABILITY" of this "LIMITED TIME OFFER!" A consumer's submission of his PII enables Defendants to sell this information to other marketers of goods and products. Thus, a consumer actually does not have to "qualify" for anything, but is instead submitting to a lead generation process by which their PII (a "lead") is monetized by Defendants, and the consumer unknowingly "consents" to the receipt of additional email offers from an untold number of merchants, i.e., anyone to whom Defendants can sell this information.

24. The products offered by Defendants are promised at the minimal price of \$2.00 or less, which is represented as covering all costs of the products.

25. Importantly, in order to cover this small charge, Defendants require that consumers give them a credit card number.

26. A consumer's credit card number is entered into a credit card submit field on an online transaction page (the transaction page most often directly follows the landing page – the order path may be understood as starting with the initial representation that drives traffic to the

landing path where a consumer's PII is taken. A billing or transaction page completes the online order path).

27. Materially, the only price representation clearly and conspicuously displayed on the credit card submit page or in proximity to the credit card submit box is a line that states **"Total: \$1.97."**

28. Calls to action like "LIMITED TIME OFFER!" and "WORK FROM HOME, SET YOUR OWN HOURS, THEN LIVE YOUR LIFE!" are found on these pages. These phrases are part of a static background image that are saved and displayed every time the page loads on a consumer's browser.

29. Compelling phrases including "Satisfaction Guaranteed," and "100% Trusted!" appear in large print scattered about the page.

30. Ultimately, a consumer reasonably understands that ordering Defendants' products is an action that will cause them to incur a small charge on their credit card. In fact, this small price is simply bait for a credit card number that can then be used to impose additional charges on the consumer.

31. Though the actual price of a product is always material, Defendants hide the real price of its product in small print on or under the transaction page or simply does not disclose it at all on this checkout page.

32. By simply submitting credit card information to Defendants in payment of the discounted fee of \$1.97 (Defendants also offer identical products at \$.97, \$1.95, and \$2.95), a consumer unwittingly agrees to a monthly recurring charge of \$79.90 (also, in some instances, \$69.90) for access to a program purportedly containing information that enables a consumer to "Start Making Money Today!" Consumers may also find that they have been billed \$24.90 by

Defendants for another unknown product. This charge is recurring in that it appears every month on a consumer's bill. This undisclosed negative option, deceptively tied to a consumer's agreement to pay a small amount for Defendants' products, is charged to consumers entirely without their authorization.

33. Materially, and wholly absent are any clear and conspicuous price disclosures connected to these product offerings.

34. Thus, a consumer reasonably expecting to pay \$1.97 for Defendants' product will be charged that sum plus: (1) \$88.87, and (2) \$24.90 a month for as long as the consumer fails to notice this charge and object to it.

35. Only the charge of \$1.97 is clearly and conspicuously disclosed by Defendants to a consumer responding to a work-at-home offer.

36. Defendants know or should know that these ads and offers violate clearly established laws requiring, among other seminal concerns, that all material purchase terms be clearly and conspicuously disclosed to consumers.

37. Although Defendants use a number of specific paths and representations for its deception, each order path has a core, common underpinning; namely, that a consumer will only be charged \$1.97 for a work at home product sold by or directly associated with Google.

Facts Relating to the Plaintiff Lynette Booth

38. In or around October 2009, Plaintiff clicked on an advertisement describing the life-changing experience of a woman that utilized Defendants' product to make thousands of dollars a month. This site contained a link to Defendants' server, which instantaneously routed the consumer to Defendants' specific PII landing page, similar to the page described above.

Plaintiff reasonably understood that she could receive Defendants' work-at-home product for \$1.97 on this page.

39. Plaintiff did not reasonably understand that, by only agreeing to pay Defendants \$1.97, she also "consented" to be billed \$88.87.

40. Plaintiff only authorized Defendants to bill her credit card the charge of \$1.97. Nevertheless, and wholly without authorization from Plaintiff, Defendants charged and collected from Plaintiff an additional \$88.87.

41. Upon discovering the unauthorized charges, Plaintiff called repeatedly to request a refund. Plaintiff finally did speak with a representative whom she informed that she (1) never authorized Defendants to bill her card the sum of \$88.87, 2) never received the work-at-home product, and 3) wanted to cancel her order and receive a refund of the unauthorized charge of \$88.87.

42. Plaintiff told Defendants' representative that she would not have agreed to pay \$88.87 for this product if she would have clearly understood that this was the actual price for the product offered. Nevertheless, despite her vehement assertions that she should not be charged this price, Defendants refused to provide Plaintiff with a refund.

43. Because Plaintiff reasonably did not trust Defendants to stop billing her without authorization, Plaintiff cancelled her credit card and asked her bank to issue her a new card with a new account number.

44. Plaintiff has *not* been given a refund from either Ruckman or Convert2Media.

Class Allegations

45. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23(b)(2) and Fed. R. Civ. P. 23(b)(3) on behalf of herself and two Classes:

The Merchant Class: Plaintiff brings this action on behalf of herself and a Class of similarly situated individuals, defined as follows:

All persons who submitted payment information to Convert2Media, LLC for the purpose of obtaining Convert2Media, LLC's products or services, and who were charged, without authorization, any amount in excess of \$2.00.

The Advertising Class: Plaintiff brings this action on behalf of herself and a Class of similarly situated individuals, defined as follows:

All persons who submitted credit card or debit card information to purchase a work at home product from an online merchant's website, and who were charged, without authorization, any amount in excess of \$2.00, and that were traceably driven to such website by Convert2Media, LLC or affiliate marketers acting through or in conjunction with Convert2Media, LLC.

Hereinafter, the above-described Classes may be stated as "Classes" for purposes of this Complaint.

The following people are excluded from the Classes: (1) any Judge or Magistrate presiding over this action and members of their families; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which the Defendants or its parents have a controlling interest and its current or former employees, officers and directors; and (3) persons who properly execute and file a timely request for exclusion from the class and (4) the legal representatives, successors or assigns of any such excluded persons.

46. **Numerosity:** The exact number of the members of the Classes is unknown and not available to Plaintiff at this time, but it is clear that individual joinder is impracticable. On information and belief, Defendants have deceived thousands of consumers who fall into the definition set forth in the Classes. Members of the Classes can be identified through Defendants' records.

47. **Typicality:** Plaintiff's claims are typical of the claims of other members of the Classes, as Plaintiff and other members sustained damages arising out of the wrongful conduct of

Defendants, based upon the same transactions that were made uniformly to Plaintiff and the public.

48. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Classes, and has retained counsel competent and experienced in complex class actions. Plaintiff has no interest antagonistic to those of the Classes, and Defendants have no defenses unique to Plaintiff.

49. **Predominance and Superiority:** This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. The damages suffered by the individual members of the Classes will likely be relatively small, especially given the burden and expense of individual prosecution of the complex litigation necessitated by the actions of Defendants. It would be virtually impossible for the individual members of the Classes to obtain effective relief from the misconduct of Defendants. Even if members of the Classes themselves could sustain such individual litigation, it would still not be preferable to a class action, because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single Court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

50. **Commonality:** There are many questions of law and fact common to the claims of Plaintiff and the Classes, and those questions predominate over any questions that may affect individual members of the Classes. Common questions for the Classes include, but are not limited to the following:

- (a) Whether Defendants' conduct described herein violates the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.*);
- (b) Whether Defendants' conduct described herein violates the Automatic Contract Renewal Act (815 ILCS 601/1 *et seq.*);
- (c) Whether Defendants' conduct described herein constitutes Fraud in the Inducement;
- (d) Whether Defendants' conduct described herein constitutes Conspiracy to Commit Fraud in the Inducement;
- (e) Whether Defendants' conduct described herein results in unjust enrichment to Defendants; and,
- (f) Whether Defendants' conduct described herein results in a breach of contract.

COUNT I

**Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act
(815 ILCS 505/1 *et seq.*)
(On Behalf of the Plaintiff and the Classes)**

- 51. Plaintiff incorporates by reference the foregoing allegations.
- 52. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA") (815 ILCS 505/1 *et seq.*) protects both consumers and competitors by promoting fair competition in commercial markets for goods and services.
- 53. The ICFA prohibits any unlawful, unfair or fraudulent business acts or practices including the employment of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact.
- 54. As described within, Defendants' continued utilization of unlawful and unconscionable marketing practices, and the continuing practice of charging consumers' credit

cards without authorization, constitutes a deceptive act or practice by Defendants in violation of the ICFA.

55. In deceiving Plaintiff and the Classes by creating and supporting advertising that fails to clearly and conspicuously disclose the actual price of its products, and inducing Plaintiff and the Classes to proffer payment information based on that misrepresentation, Defendants have engaged in deceptive trade practices in violation of the ICFA.

56. The price of a consumer product is a material term of any transaction because it is likely to affect a consumer's choice of, or conduct regarding, whether to purchase a product. Any deception related to the price of a consumer product is materially misleading.

57. Defendants' misrepresentation of the price, in all phases of the marketing and sale of work-at-home products, is likely to mislead a reasonable consumer who is acting reasonably under the circumstances.

58. Defendants have violated the "unfair" prong of the ICFA in that they caused substantial injury to consumers by charging their credit cards without their consent after inducing them to submit their payment information through deceptive marketing. The injury caused by Defendants' conduct is not outweighed by any countervailing benefits to consumers or competition, and the injury is one that consumers themselves could not reasonably have avoided.

59. Defendants have violated the "fraudulent" prong of the ICFA in that their statements, advertisements, and representations regarding what consumers would be charged for its products are false and likely to deceive a reasonable consumer.

60. Defendants intended that Plaintiff and the Classes rely on their material misrepresentations and deception in that their reliance induced them to submit a credit card number that could thereafter be charged without authorization.

61. Defendants' deception occurred during the marketing and sale of a work-at-home product and therefore occurred in the course of trade and commerce.

62. Plaintiff and the Classes have suffered harm as a proximate result of the violations of law and wrongful conduct of Defendants in the form of actual monetary damages.

63. Defendants violated the ICFA because their conduct violates the Automatic Contract Renewal Act (815 ILCS 601/1 *et seq.*) (See Count II).

64. Plaintiff seeks an order (1) permanently enjoining Defendants from continuing to engage in unfair and unlawful conduct; (2) requiring Defendants to pay actual, compensatory and punitive damages pursuant to 815 ILCS 505/10a(a); (3) requiring Defendants to make full restitution of all funds wrongfully obtained; and (4) requiring Defendants to pay interest, attorney's fees, and costs pursuant to 815 ILCS 505/10a(c).

COUNT II
Violation of the Automatic Contract Renewal Act
(815 ILCS 601/1 *et seq.*)
(On Behalf of Plaintiff and the Classes)

65. Plaintiff incorporates by reference the foregoing allegations.

66. The Automatic Contract Renewal Act ("ACRA") (815 ILCS 601/1 *et seq.*) requires an entity enrolling a consumer in an automatically renewing contract to provide the renewal provision to the consumer in a clear and conspicuous manner. Failure to provide the provision in a clear and conspicuous manner deems the automatic renewal provision unenforceable by the party who prepared the contract or directed its preparation.

67. Defendants' website, terms and conditions, and all other representations made by Defendants fail to notify the consumer in a clear and conspicuous manner of the recurring nature of the charges they assess and that the charges will be indefinitely renewed on a monthly basis.

68. Defendants intentionally conceal and misrepresent the nature of the charges, including the actual cost and how often they will be charged.

69. Defendants' violation of the ACRA constitutes an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.*).

70. Plaintiff, on her own behalf, and on behalf of the Classes, seeks an order requiring Ruckman and Convert2Media to immediately stop the unlawful practices stated in this Complaint, preventing Defendants from enforcing any automatic renewal provisions against Plaintiff and the Classes, and awarding damages, interest and attorney's fees and costs.

COUNT III
Fraud in the Inducement
(On Behalf of Plaintiff and the Classes)

71. Plaintiff incorporates by reference the foregoing allegations.

72. As described with particularity in paragraphs 1 through 44, and throughout all Counts of this Complaint, Defendants have disseminated, and continue to disseminate advertising and transaction pages that they know or should reasonably know are false and misleading. This conduct includes, but it is not limited to, promoting and advertising "work-at-home" products without disclosing the actual price, a material term of any transaction. Defendants actively misrepresent and conceal the actual price(s) consumers are charged when they submit their credit card information.

73. Through a series of advertisements, representations and false statements regarding the efficacy, association, and price of work-at-home products, Defendants acted in concert to misrepresent the actual price a consumer would be charged. Defendants facilitated the widespread distribution of work-at-home offers by optimizing, directing and recruiting third party publishers to promote specific landing pages hosted by Defendants that included deceptive terms.

74. Ruckman and Convert2Media took concrete and intentional steps to conceal the actual price ultimately placed on the credit cards of members of the Classes. Defendants intentionally made all representations of the actual price difficult to locate and/or read, by hiding these representations on a separate page, or displaying these representations far from the payment fields in a miniscule font and in an indistinct color.

75. Defendants clearly understand that the offer pages they create and post for publishers do not contain a clear and conspicuous disclosure of the actual price a consumer will be charged. In other words, Defendants know that a consumer will be charged a sum beyond \$1.95.

76. Defendants intentionally misrepresented the association their work-at-home products have with Google and other media outlets by making representations that the products stem from Google and have been endorsed by television networks.

77. In furtherance of their fraudulent conduct, Defendants advertised and promoted their work-at-home products by using the word “free” and other variations of “free” where the actual charges, and/or any conditions placed on the offer were not clearly and conspicuously disclosed to the consumer at the time the offer was made.

78. Defendants additionally promoted their products through a network of publishers operating fake news articles and fake blogs. These promotions and marketing materials feature widespread use of the term “free” to describe Defendants’ product.

79. By committing the acts alleged in this Complaint, Defendants have knowingly disseminated untrue and/or misleading statements through fraudulent advertising in order to sell or induce members of the public to purchase work-at-home products.

80. The price of a consumer product is a material term of any transaction because it directly affects a consumer's choice of, or conduct regarding, whether to purchase a product. Any deception or fraud related to the price of a consumer product is materially misleading.

81. The misrepresentation of the price of a product is likely to mislead a reasonable consumer who is acting reasonably under the circumstances.

82. Defendants knew or should have known of the falsity of the representations made regarding the work-at-home products they marketed.

83. Defendants intended that the deceptive and fraudulent representations would induce a consumer to rely and act based on those false representations.

84. Plaintiff and members of the Classes were all charged monies beyond what they authorized. Accordingly, Plaintiff and members of the Classes have suffered injury in fact and lost money in justifiable reliance on Defendants' misrepresentations of material fact.

85. In deceiving Plaintiff and the Classes by creating and supporting advertising that fails to clearly and conspicuously disclose the actual price of its products, and inducing Plaintiff and the Classes to proffer payment information based on that misrepresentation, Defendants have engaged in fraudulent practices designed to mislead and deceive consumers.

86. Plaintiff and the Classes have suffered harm as a proximate result of the violations of law and wrongful conduct of the Defendants.

87. Plaintiff and the Classes have suffered harm as a proximate result of the violations of law and wrongful conduct of Defendants.

88. Plaintiff, on her own behalf, and on behalf of the Classes, seek damages for Defendants' unlawful conduct.

COUNT IV
Conspiracy to Commit Fraud in the Inducement
(On Behalf of Plaintiff and the Classes)

89. Plaintiff incorporates by reference the foregoing allegations.

90. Defendants acted in concert as business partners and through a common enterprise to drive sales of work-at-home products, and cram consumers' credit card bills with unauthorized charges through fraudulent and deceptive marketing, as stated in Count III of this Complaint.

91. As a fundamental part of their business relationship, Defendants acted to deceive consumers regarding the actual price of the work-at-home products, thereby inducing consumers to submit their credit card information, on which Defendants crammed unauthorized charges. Perpetrating the fraudulent activity described herein requires multiple identical representations from Defendants, each one reinforcing the legitimacy of the deceptive offer; therefore, it is imperative for Defendants to work cooperatively and with knowledge of each other's marketing methods. Defendants play the central role in creating a consistent appearance by ensuring that their transaction pages and their affiliate publishers' sponsored links, fake news articles and blogs all convey the same deceptive marketing message.

92. Defendants took overt acts in furtherance of their conspiracy across the nation, and specifically took overt acts in furtherance within Illinois. As described with particularity above, Defendants formed contracts with each other, created deceptive marketing, advertisements, websites, and other solicitation materials to drive consumers to the work-at-home transaction page with knowledge that the marketing contained therein was false and misleading, and with the intent that the marketing taken as a whole would be relied on by consumers. Defendants further partnered with affiliate marketers and publishers to increase the

effectiveness of their deceptive and fraudulent marketing. Defendants, working together, and working with non-defendant affiliate marketers and publishers, formed a mutually beneficial network of deceptive and misleading marketing designed to induce consumers to submit a credit card number for the purchase of a work-at-home product.

93. The combination of Defendants' joint deception, embodied in the "creative" benefits derived from this combination, reinforces the appearance of legitimacy presented to consumers, thereby increasing the likelihood that a consumer will submit their credit card number. Defendants would not have the widespread access to consumers across a wide variety of websites and would not be able to enroll customers with the same effectiveness without the direct involvement, assistance, and direction from each other.

94. Plaintiff and the Classes have suffered harm in the form of monetary damages as a proximate result of the conspiracy and violations of law carried out by Defendants.

95. Plaintiff, on her own behalf, and on behalf of the Classes, seeks damages for Defendants' unlawful conduct.

COUNT V
Breach of Contract
(On Behalf of Plaintiff and the Classes)

96. Plaintiff incorporates by reference the foregoing allegations.

97. In reliance upon Defendants' misrepresentations and deceptive advertising, Plaintiff entered into a contract to receive a product from Defendants at a genuinely discounted price, or for the cost of shipping and handling only. Because of these deceptive misrepresentations, Plaintiff and the Classes entered their credit card information with the understanding that they would only be charged a genuinely discounted price or the cost of shipping and handling in exchange for a product from Defendants.

98. By cramming additional undisclosed charges on the credit/debit cards of Plaintiff and the members of the Classes, Defendants breached the contracts for the purchase of a product at the clearly disclosed price described above. Plaintiff and the members of the Classes did not assent to any additional charges and did not reasonably expect that the contract for purchase and sale would include such additional charges.

99. At all times relevant to this action, Defendants acted willfully and with the intent to breach the contracts they entered into with Plaintiff and the Classes.

100. Plaintiff and the Classes have suffered damages as a direct result of Defendants' acts and practices in the form of monies paid and lost.

101. Plaintiff, on her own behalf, and on behalf of the Classes, seeks damages for Defendants' breach of contract, as well as interest and attorney's fees and costs.

COUNT VI
Restitution/Unjust Enrichment (*in the alternative to Breach of Contract*)
(On Behalf of Plaintiff and the Classes)

102. Plaintiff incorporates by reference paragraphs 1 through 95.

103. Plaintiff and members of the Classes conferred a monetary benefit on Defendants. Defendants have received and retained money belonging to Plaintiff and the Classes resulting from substantial and unauthorized charges placed on their credit card bills by Defendants. Defendants profit from each individual purchase made by a consumer after being directed to their transaction pages.

104. Defendants appreciate or have knowledge of such benefit.

105. Under principles of equity and good conscience, Defendants should not be permitted to retain the money belonging to Plaintiff and members of the Classes, which Defendants have unjustly received as a result of its unlawful actions.

106. Plaintiff and other members of the Classes suffered damages as a direct result of Defendants' conduct.

107. Plaintiff, on her own behalf, and on behalf of the Classes, seeks restitution for Defendants' unlawful conduct, as well as interest and attorneys' fees and costs.

WHEREFORE, Plaintiff Lynette Booth on behalf of herself and members of the Classes, pray for the following relief:

- a. Certify this case as a class action on behalf of the Classes as defined above and appoint Lynette Booth as class representative and undersigned counsel as class counsel;
- b. Enter judgment against Defendants Jeremy Ruckman and Convert2Media, LLC for all monetary, actual, consequential, and compensatory damages caused by their unlawful conduct;
- c. Award Plaintiff and the Classes civil penalties and/or punitive damages for violations of the above-cited statutes and law;
- d. Award Plaintiff and the Classes reasonable costs and attorneys' fees;
- e. Award Plaintiff and the Classes pre- and post-judgment interest;
- f. Enter judgment for injunctive, statutory and/or declaratory relief as is necessary to protect the interests of Plaintiff and the Classes; and,
- g. Award such other and further relief as equity and justice may require.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: July 19, 2011

Respectfully submitted,

**LYNETTE BOOTH, individually and on
behalf of all others similarly situated,**

By: 

One of her attorneys

Jay Edelson
Rafey S. Balabanian
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