

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

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF SAN FRANCISCO (UNLIMITED JURISDICTION)

FILED
San Francisco County Superior Court

DEC 11 2018

CLERK OF THE COURT
BY: Chalene Johnson
Deputy Clerk

CGC-18-572010

18 MARTA GREENBERG, an individual;) Case No.:
19 JOHN JUDGE, an individual;)
20 KAREN MANDEL, an individual;)
21 ANDREW MONROE, an individual; and) **COMPLAINT FOR DAMAGES**
22 KATIE VAN CLEAVE, an individual;)

23 Plaintiffs,

24 v.

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

29 DIGITAL MEDIA SOLUTIONS LLC, a)
30 Delaware limited liability company;)
31 BILCO MEDIA INC., a business entity of)
unknown organization;
ALLAN HUGHES, an individual; and
DOES 1-100;

Defendants.

COME NOW PLAINTIFFS MARTA GREENBERG *et al* and file this Complaint for one cause of action against Defendants DIGITAL MEDIA SOLUTIONS LLC *et al* and allege as follows:

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

2 1. Plaintiffs MARTA GREENBERG *et al* bring this Action against professional
3 “spamvertiser” DIGITAL MEDIA SOLUTIONS LLC dba “Platinum Auto Warranty”
4 (“PLATINUM”), and its third party advertising networks and affiliates a/k/a publishers
5 (“Marketing Partners”), for advertising/conspiring to advertise in at least 282 unlawful
6 unsolicited commercial emails (“spams”) hawking auto warranty products that Plaintiffs
7 received. Figure 1 on the next page is a representative sample.

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

11 3. The spams all materially violated California Business & Professions Code § 17529.5
12 (“Section 17529.5”) due to materially false and deceptive information contained in or
13 accompanying the email headers: From Names, registration information for the sending domain
14 names in the Sender Email Addresses, and Subject Lines.

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

18 5. Spam recipients are not required to allege or prove reliance or actual damages to have
19 standing. *See* Cal. Bus. & Prof. Code § 17529.5(b)(1)(A)(iii). Plaintiffs elect to recover
20 statutory damages only and forego recovery of any actual damages. *See* Cal. Bus. & Prof. Code
21 § 17529.5(b)(1)(B).

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

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

Subject: martagreenberg@yahoo.com, please confirm your extended warranty plan

From: Vehicle Service Plan (Vehicle.Service.Plan@badealz.com)

To: martagreenberg@yahoo.com;

Date: Thursday, December 28, 2017 5:46 AM

martagreenberg@yahoo.com, please confirm your extended warranty plan

:: Your Vehicle's Warranty May Be Expiring Within 28 Days ::

View your warranty options below and see how you can prevent car trouble from breaking your bank.

Protect yourself from costly vehicle repairs. Without protection, auto issues could lead to severe financial hardship.

View Your Warranty Options Here

Transparent Auto Warranty, 7000 W. Palmetto Park Rd. Suite 210, Boca Raton, FL 33433

Please [click here](#) to unsubscribe.

Figure 1

1 **II. PARTIES**

2 **A. Plaintiffs**

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

7 9. JOHN JUDGE (“JUDGE”) was domiciled in and a citizen of the State of California,
8 when he received the spams at issue. The spams at issue were sent to JUDGE’s email address
9 jojudge23@yahoo.com that he ordinarily accesses from California.

10 10. KAREN MANDEL (“MANDEL”) was domiciled in and a citizen of the State of
11 California, when she received the spams at issue. The spams at issue were sent to MANDEL’s
12 email address klmandel@yahoo.com that she ordinarily accesses from California.

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

16 12. KATIE VAN CLEAVE (“VAN CLEAVE”) was domiciled in and a citizen of the State
17 of California, when she received the spams at issue. The spams at issue were sent to VAN
18 CLEAVE’s email address dbkatie77@yahoo.com that she ordinarily accesses from California.

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

1 **B. Defendants**

2 ***1. Digital Media Solutions LLC***

3 14. Plaintiffs are informed and believe and thereon allege that Defendant DIGITAL MEDIA
4 SOLUTIONS LLC dba Platinum Auto Warranty (“PLATINUM”) is now, and was at all relevant
5 times, a Delaware limited liability company with its principal place of business in Clearwater,
6 Florida, who sells auto warranties via its website platinumautowarranty.com. Plaintiffs are
7 informed and believe and thereon allege that PLATINUM is responsible for advertising its auto
8 warranty products in all of the 282 spams at issue in this Action.

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

25 ***2. Bilco Media Inc.***

26 16. Plaintiffs are informed and believe and thereon allege that Bilco Media Inc. (“BILCO”) is
27 an unknown entity of unknown organization with an unknown primary place of business. 229 of
28 the spams at issue were sent from domain names registered to “William Bilco” and BILCO,
29 claiming the address 13727 SW 152nd Street, Miami, FL 33186. However, the business at that
30 address is a commercial mail receiving agency – Mail Mart USA – and Plaintiffs are informed
31 and believe that BILCO does not and never had a box at Mail Mart USA, or at least, not under

1 that name. The sending domain names registered to “William Bilco” and BILCO are:
2 00hullo.com, badealz.com, buyerdate.com, deal4utoday.com, dealssss.com, dicountforu.com,
3 greatsavinsites.com, holidayspecails.com, jajajawelcome.com, peaksavingsites.com,
4 savinsitenow.com.

5 **3. Allan Hughes**

6 17. Plaintiffs are informed and believe and thereon allege that Allan Hughes (“HUGHES”) is
7 an individual claiming a business address to be PO Box 8 STN A, Nanaimo, British Columbia
8 V9R5K4 Canada. 53 of the spams at issue were sent from domain names registered to
9 HUGHES: alewjfol.com, comeonletsdoit10.com, comeonletsdoit7.com, eoanodo.com,
10 fwpopgd.com, letsgetitdone1.com, letsgetitdone2.com, letsgetitdone3.com, letsgetitdone4.com,
11 letsgetitdone5.com, letsgetitdone6.com, letsgetitdone9.com, makejnks.com, qjndiesp.com,
12 qncorpw.com, realojtnsl.com.

13 **4. DOE Defendants**

14 18. Plaintiffs do not know the true names or legal capacities of the Defendants designated
15 herein as DOES 1 through 5, inclusive – PLATINUM’s Marketing Partners – and therefore sue
16 said Defendants under the fictitious name of “DOE.” Plaintiffs allege that certain Defendant(s)
17 designated herein as DOEs advertised in/conspired with PLATINUM to advertise in some of the
18 spams at issue because their domain names appear in the redirect links after a recipient clicks the
19 link in the spam. I.e., when a person clicks a link in the spam, that launches an Internet browser
20 that immediately redirects through several URLs before landing at PLATINUM’s website
21 platinumautowarranty.com. Thus, these DOEs actually direct a person who clicks the link in the
22 spam to PLATINUM’s website to purchase an auto warranty; an advertisement without the
23 opportunity to purchase is ineffective. These DOEs operate at least 5 domain names used in the
24 redirect links, all of which were proxy-registered to prevent a person from identifying the true
25 owner: cantrussit.com, chpsuuuy.com, clrinbox.com, coozyfltr.com, and grssypddn.com.

26 19. Plaintiffs do not know the true names or legal capacities of the Defendants designated
27 herein as DOES 6 through 100, inclusive – PLATINUM’s Marketing Partners – and therefore
28 sue said Defendants under the fictitious name of “DOE.” Plaintiffs allege that certain
29 Defendant(s) designated herein as DOEs advertised in/conspired with PLATINUM to advertise
30 in some of the spams at issue.

1 20. Plaintiffs are informed and believe and thereon allege that each of the Defendants
2 designated herein as a DOE is legally responsible in some manner for the matters alleged in this
3 complaint, and is legally responsible in some manner for causing the injuries and damages of
4 which Plaintiffs complain. Plaintiffs are informed and believe and thereon allege that each of the
5 Defendants designated herein as a DOE Defendant was, at all times relevant to the matters
6 alleged within this complaint, acting in conjunction with the named Defendants, whether as a
7 director, officer, employee, partner, affiliate, customer, participant, or co-conspirator. When the
8 identities of DOE Defendants 1-100 are discovered, or otherwise made available, Plaintiffs will
9 seek to amend this Complaint to allege their identity and involvement with particularity.

10 **5. Joinder**

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

18
19 **III. JURISDICTION AND VENUE**

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

21 22. This California Superior Court has jurisdiction over the Action because Defendants
22 targeted their advertisements at Plaintiffs in California, and each Plaintiff's claims exceed the
23 \$10,000 maximum for small claims court.

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

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

1 **IV. 282 UNLAWFUL SPAMS**

2 24. 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 25. California’s False Advertising Law, Business & Professions Code § 17500
6 prohibits “not only advertising which is false, but also advertising which[,]
7 although true, is either actually misleading or which has a capacity, likelihood or
8 tendency to deceive or confuse the public.” . . . [T]he UCL and the false
advertising law prohibit deceptive advertising even if it is not actually false.

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

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

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

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

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

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

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

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

1 28. 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 29. Defendants advertised in and/or conspired to advertise in at least 282 unlawful spams that
4 Plaintiffs received at their “California email addresses”⁵:

PLAINTIFF	SPAMS RECEIVED	PLAINTIFF	SPAMS RECEIVED
GREENBERG	29	MONROE	53
JUDGE	79	VAN CLEAVE	58
MANDEL	63	TOTAL	282

5
6
7
8
9 30. The spams are all unlawful because there is materially false and deceptive information
10 contained in or accompanying the email headers, as described in more detail below.

11 31. Although “fraud” in the context of a Cal. Business & Professions Code § 17500 action
12 does not mean the common-law tort,⁶ Plaintiffs are not bringing claims for fraud and are not
13 required to plead with particularity. Nevertheless, Exhibit A shows a table of the spams at issue,
14 sorted by recipient and stating for each spam: the recipient, recipient’s email address, date/time,
15 From Name, sending domain name, registrant of the sending domain name, Subject Line, and
16 landing website. Plaintiffs incorporate Exhibit A herein by reference.
17
18
19
20

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

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

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

3 32. Section 17529.5(a)(2) prohibits falsified or misrepresented information contained in or
4 accompanying email headers.

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

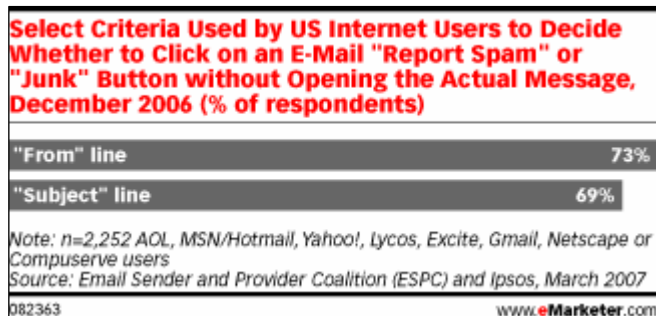
8 34. The From Name in an email's headers is, not surprisingly, supposed to identify who the
9 email is *from*; it is not supposed to be an advertising message. Because computers must use
10 standard protocols in order to communicate, the Internet Engineering Task Force created a
11 collection of "Requests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

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

17 35. Plaintiffs do not insist on any *particular* label (e.g., "Digital Media Solutions LLC,"
18 "Platinum Auto Warranty," etc.) in the From Name field. Rather, Plaintiffs contend that the text,
19 whatever it is, cannot misrepresent *who* the emails are from.

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

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



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

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

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

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

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

14 ... The seven [] emails do not truly reveal who sent the email The []
15 "senders" identified in the headers of the [] seven emails do not exist or are
16 otherwise misrepresented, namely Paid Survey, Your Business, Christian Dating,
17 Your Promotion, Bank Wire Transfer Available, Dating Generic, and Join Elite. .
18 . . . 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 40. Here, all of the spams have the From Name "Vehicle Service Plan" which is generic text
30 that misrepresents *who* the spam is really from.

31 41. In *Rosolowski v. Guthy-Renker LLC*, the court permitted From Names that were not the
sender's official corporate name when the identity of the sender was readily ascertainable in the
body. 230 Cal. App. 4th 1403, 1407, 1416 (2d Dist. 2014). However, the From Names in that

1 case (Proactiv and Wen Hair Care) were the advertiser’s fanciful trademarks and well-known
2 brands with their own websites. But here, unlike the spams in *Rosolowski*, all of the From
3 Names are generic; they are not well-known trademarks and/or brands readily associated with
4 Defendants. There is no way an ordinary consumer, looking at the emails in his/her inbox, could
5 readily associate “Vehicle Service Plan” with Defendants, as opposed to PLATINUM’s many
6 competitors. Moreover, none of the spams at issue identify the sender in the body, so *Balsam*
7 would control, not *Rosolowski*.

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

1 in the spam or search the source code of the email – both of which require opening the email first
2 – in direct violation of *Balsam*.

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

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

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

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

13 46. 229 of the 282 spams – 81% – were sent from domain names that were registered to
14 BILCO, an entity that does not exist, and that claims an address at a commercial mail receiving
15 agency without specifying the box number.

16 47. Thus, for most of the spams at issue, Plaintiffs could not identify PLATINUM’s
17 Marketing Partner by querying the Whois database. In those instances, the only way a recipient
18 could even attempt to identify the Marketing Partner responsible for the spam is to click on a link
19 contained in the spam or search the source code of the email – both of which require opening the
20 email first – in direct violation of *Balsam*.

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

23 48. Section 17529.5(a)(2) prohibits falsified, misrepresented, or forged information in email
24 headers.

25 49. The Subject Line is part of email headers.⁷

26 ⁷ The Internet Engineering Task Force’s RFC 5322 – which essentially defines how email works
27 – includes Subject Lines as part of email headers at ¶ 3.6. Network Working Group, *RFC 5322*
28 (Oct. 2008), <https://tools.ietf.org/html/rfc5322>. So does Wikipedia, LifeWire.com (a website
29 about technology), IBM, WhatIsMyIPAddress.com, and many other sources. Congress may be
30 one of the few, if not the only, entity that believes that Subject Lines are not part of email
31 headers. (*See* 15 U.S.C. § 7702(8), defining “header information” as “the source, destination,
and routing information attached to an electronic mail message, including the originating domain
name and originating electronic mail address, and any other information that appears in the line
identifying, or purporting to identify, a person initiating the message.”) But California is not

1 50. All but three of the spams that Plaintiffs received contain Subject Lines with falsified
2 and/or misrepresented information. Plaintiffs allege that these Subject Lines are *absolutely* false
3 and/or misrepresented and violate Section 17529.5(a)(2), as opposed to misleading *relative* to the
4 contents/body of the spams, which would be a violation of Section 17529.5(a)(3).

5 51. The Subject Lines include:

- 6 • “[name or email address], please confirm your extended warranty plan.” This
7 Subject Line contains material misrepresentations because it falsely claims that
8 the recipient has (or at a minimum has applied for) an extended warranty plan
9 with PLATINUM.
- 10 • “[name or email address], Confirm your Auto Warranty Plan Extension.” This
11 Subject Line contains material misrepresentations because it falsely claims that
12 the recipient has an extended warranty plan with PLATINUM, and furthermore
13 has requested to extend it.
- 14 • “[name or email address], Your Auto Warranty is Running Out!” and “Attention
15 [name], Your Auto Warranty is Running Out!” These Subject Lines contain
16 material misrepresentations because they falsely claim that not only does the
17 recipient has an extended warranty plan with PLATINUM, but that the plan’s
18 contract term is about to expire.

19 All three Subject Line falsely reference a preexisting business relationship that does not in fact
20 exist, for the purpose of inducing the recipient into believing that the email is from an entity with
21 whom the recipient has done business, which is designed to lure the recipient into clicking and
22 opening the spam, and ultimately, sending money to PLATINUM.

23
24
25
26 bound by federal definitions. In fact, in *Kleffman v. Vonage Holdings Inc.*, the California
27 Supreme Court acknowledged the existence of the federal definition, and then immediately
28 stated that “A similar definition was proposed, *but not adopted*, during the legislative process
29 that culminated in section 17529.5(a)(2)’s enactment.” 49 Cal. 4th 334, 340 n.5 (2010)
30 (emphasis added). Thus, it is not as though the California Legislature were unaware of the
31 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 **E. PLATINUM is Strictly Liable for Advertising in Spams Sent By its Marketing**
2 **Partners; PLATINUM's Marketing Partners are Also Liable on the Basis of Civil**
3 **Conspiracy**

4 52. PLATINUM is strictly liable for advertising in the spams at issue even if third parties hit
5 the Send button. Cal. Bus. & Prof. Code § 17529(j), (k); *Hypertouch Inc. v. ValueClick Inc. et al*
6 192 Cal. App. 4th 805, 820-21 (2d Dist. 2011). Of course, PLATINUM's Marketing Partners
7 are also liable for conspiring with PLATINUM to advertise in unlawful spams.

8 53. Plaintiffs are informed and believe and thereon allege that no one forced PLATINUM to
9 outsource any of its advertising to third party spam networks and spammers, but PLATINUM
10 chose to contract with and partner with them (the Marketing Partners), including but not limited
11 to the other named Defendants, to advertise its websites for the purpose of selling its products
12 and services for a profit.

13 54. Plaintiffs are informed and believe and thereon allege that PLATINUM and its Marketing
14 Partners agreed to share the benefits and the risks of the marketing venture.

15 55. Plaintiffs are informed and believe and thereon allege that PLATINUM and its Marketing
16 Partners formed a conspiracy (or conspiracies) to advertise PLATINUM's websites and auto
17 warranty product, by virtue of signing the Marketing Contracts. Defendants operated the
18 conspiracy by sending and advertising in spams pursuant to the Marketing Contracts.
19 Defendants committed wrongful acts pursuant to the conspiracy by advertising in unlawful
20 spams, and Plaintiffs were damaged by receiving those unlawful spams.

21 56. Plaintiffs are informed and believe and thereon allege that PLATINUM may have
22 provided some of the content (i.e. From Names and Subject Lines) to its Marketing Partners, and
23 PLATINUM and its Marketing Partners explicitly or tacitly agreed to use such content to send
24 and advertise in unlawful spams, and PLATINUM's Marketing Partners directed themselves
25 towards those wrongful goals by using that content in the spams that were sent. But, to the
26 extent that PLATINUM's Marketing Partners may have created certain false and misrepresented
27 elements of the spams (e.g. putting generic text in the From Name field and including false and
28 misrepresented Subject Lines), PLATINUM's Marketing Partners must be held liable for
29 violations of Section 17529.5 because such wrongful acts were committed in accordance with the
30 general conspiracy to advertise PLATINUM's websites and the Marketing Partners' services.

31 57. To the extent that some of the Marketing Partners (e.g. the spam networks) did not
actually send the spams, and their domain names appear in the redirect links, they are still liable

1 for conspiring with PLATINUM to advertise its auto warranty product. But for these Marketing
2 Partners' actions, the spams would not have happened because these Marketing Partners provided
3 codes and links for other Marketing Partners to use to effectuate the sending of the spams and to
4 ultimately enable the recipients to buy the auto warranty product.

5 **F. Some of PLATINUM's Marketing Partners Also Advertised in the Spams, Making**
6 **them Directly Liable Under the Statute**

7 58. Plaintiffs allege that PLATINUM's Marketing Partners both sent *and* advertised in the
8 spams at issue. Each spam contains domain names owned and controlled by whatever Marketing
9 Partner sent or was responsible for sending any particular spam. Because the Marketing
10 Partners' domain names appear in the headers and source code of the spams, the Marketing
11 Partners are advertising in the spams. Plaintiffs are informed and believe and thereon allege that
12 the Marketing Partners did this, in part, to advertise their own services as email marketers.

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

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

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

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

23 62. Section 17529.5 does not require Plaintiffs to quantify their actual damages, allege or
24 prove reliance on the advertisements contained in the spams, or purchase the goods and services
25 advertised in the spams. *Recipients* of unlawful spam have standing to sue and recover
26 liquidated damages. Cal. Bus. & Prof. Code § 17529.5(b)(1)(A)(iii); *Hypertouch*, 192 Cal. App.
27 4th at 820, 822-23, 828. Plaintiffs do not seek actual damages in this Action, only liquidated
28 damages. Cal. Bus. & Prof. Code § 17529.5(b)(1)(B).

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

30 63. Section 17529.5 authorizes this Court to reduce the statutory damages to \$100 per spam.
31 Cal. Bus. & Prof. Code § 17529.5(b)(2). But, to secure the reduction, Defendants have the
burden of proof to demonstrate not only that they *established* practices and procedures to prevent

1 unlawful spamming, but also that they *implemented* those practices and procedures, and that the
2 practices and procedures are *effective*.

3 64. Plaintiffs are informed and believe and thereon allege that Defendants have not
4 established and implemented, with due care, practices and procedures reasonably designed to
5 effectively prevent unsolicited commercial e-mail advertisements that are in violation of
6 Section 17529.5.

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

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

11 67. Moreover, Plaintiffs are informed and believe and thereon allege that Defendants
12 intended to deceive recipients of their spam messages through the use of generic/misrepresented
13 information in From Names, falsely-registered domain names used to send the spams, and
14 false/misrepresented Subject Lines, as described herein.

15 68. Subject Lines and From Names do not write themselves. Domain names do not register
16 themselves. The false and misrepresented information contained in and accompanying the email
17 headers are not “clerical errors.” Plaintiffs are informed and believe and thereon allege that
18 Defendants went to great lengths to create falsified and misrepresented information contained in
19 and accompanying the email headers in order to deceive recipients, Internet Service Providers,
20 and spam filters.

21 69. Plaintiffs are informed and believe and thereon allege that Defendants intended to profit,
22 actually profited, and continue to profit, and were unjustly enriched by, their wrongful conduct
23 as described herein.

24
25 **FIRST CAUSE OF ACTION**

26 **[Violations of California Restrictions on Unsolicited Commercial Email,**
27 **California Business & Professions Code § 17529.5]**
28 **(Against All Defendants)**

29 70. Plaintiffs hereby incorporate the foregoing paragraphs as though set forth in full herein.

30 71. Plaintiffs received most of the spams within one year prior to filing the Complaint. As
31 for the few spams that Plaintiffs received more than one year prior to filing the Complaint,

1 Plaintiffs and PLATINUM entered into an agreement on November 9, 2018 to extend the statute
2 of limitations through December 14, 2018.

3 72. Defendants advertised in at least 282 unsolicited commercial email advertisements that
4 Plaintiffs received at their California electronic mail addresses that had materially falsified
5 and/or misrepresented information contained in or accompanying the email headers, in violation
6 of Section 17529.5. The unlawful elements of these spams represent willful acts of falsity and
7 deception, rather than clerical errors.

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

10 74. Defendants have not established and implemented, with due care, practices and
11 procedures to effectively prevent advertising in unlawful spams that violate Section 17529.5 that
12 would entitle them to a reduction in statutory damages.

13 75. Plaintiffs seek reimbursement of attorneys' fees and costs as authorized by Section
14 17529.5(b)(1)(C).

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

21
22 WHEREFORE, Plaintiffs pray for judgment against Defendants as hereinafter set forth.

23
24 **PRAYER FOR RELIEF**

25 **(Against All Defendants)**

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

28 B. Liquidated damages against Defendants in the amount of \$1,000 for each of at least 282
29 unlawful spams, as authorized by Section 17529.5(b)(1)(B)(ii), for a total of at least
30 \$282,000, as follows:

PLAINTIFF	DAMAGES SOUGHT	PLAINTIFF	DAMAGES SOUGHT
GREENBERG	\$29,000	MONROE	\$53,000
JUDGE	\$79,000	VAN CLEAVE	\$58,000
MANDEL	\$63,000	TOTAL	\$282,000

- C. Liquidated damages against PLATINUM, in the amount of \$1,000 for each of the 282 unlawful spams (\$282,000) that it advertised in that Plaintiffs received, according to proof.
- D. Liquidated damages against BILCO MEDIA INC., jointly and severally with PLATINUM, in the amount of \$1,000 for each of the 229 unlawful spams (\$229,000) that it advertised in and/or conspired to advertise in that Plaintiffs received, according to proof.
- E. Liquidated damages against ALLAN HUGHES, jointly and severally with PLATINUM, in the amount of \$1,000 for each of the 53 unlawful spams (\$53,000) that he advertised in and/or conspired to advertise in that Plaintiffs received, according to proof.
- F. Liquidated damages against each DOE 1-100 (when their true names are learned and they are added to the Action), jointly and severally with PLATINUM, in the amount of \$1,000 for each of the unlawful spams they advertised in and/or conspired to advertise in that Plaintiffs received, according to proof.
- G. Attorneys' fees as authorized by Section 17529.5(b)(1)(C) and Cal. Code of Civil Procedure § 1021.5 for violations of Section 17529.5.
- H. Costs of suit.
- I. Such other and further relief as the Court deems proper.

THE LAW OFFICES OF DANIEL BALSAM

Date: December 11, 2018

BY: *Daniel L Balsam*

DANIEL BALSAM
Attorneys for Plaintiffs

EXHIBIT A

Recipient	Date	From Name	Sending Domain	Registrant	Subject	Advertiser (Landing Page)
jojudge23@yahoo.com;	2018-02-21 0923	Vehicle Service Plan	qncorpw.com	Allan Hughes, Canada	jojudge23@yahoo.com, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
jojudge23@yahoo.com;	2018-02-22 2120	Vehicle Service Plan	alewjfol.com	Allan Hughes, Canada	jojudge23@yahoo.com, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
jojudge23@yahoo.com;	2018-02-26 1200	Vehicle Service Plan	alewjfol.com	Allan Hughes, Canada	jojudge23@yahoo.com, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
jojudge23@yahoo.com;	2018-02-28 0839	Vehicle Service Plan	qindiesp.com	Allan Hughes, Canada	jojudge23@yahoo.com, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-01 1634	Vehicle Service Plan	letsgetttdone1.com	Allan Hughes, Canada	jojudge23@yahoo.com, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-02 1232	Vehicle Service Plan	letsgetttdone2.com	Allan Hughes, Canada	jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-03 0316	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-03 1130	Vehicle Service Plan	letsgetttdone3.com	Allan Hughes, Canada	jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-04 0808	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-04 1156	Vehicle Service Plan	letsgetttdone4.com	Allan Hughes, Canada	jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-05 1556	Vehicle Service Plan	letsgetttdone5.com	Allan Hughes, Canada	Attention jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-06 0739	Vehicle Service Plan	letsgetttdone6.com	Allan Hughes, Canada	Attention jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-09 1901	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-10 1537	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-11 0031	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-11 0126	Vehicle Service Plan	letsgetttdone9.com	Allan Hughes, Canada	jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-13 1034	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-13 2332	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-14 0652	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-14 1317	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-14 1653	Vehicle Service Plan	comeonletsdoit10.com	Allan Hughes, Canada	Attention jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-15 0140	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-15 1237	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-16 1625	Vehicle Service Plan	dicoountforu.com	Bilco Media Inc., Miami FL	jojudge23@yahoo.com, please confirm your extended warranty plan	platinumautowarranty.com
jojudge23@yahoo.com;	2018-03-31 1139	Vehicle Service Plan	comeonletsdoit7.com	Allan Hughes, Canada	Attention jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com
jojudge23@yahoo.com;	2018-04-01 1706	Vehicle Service Plan	comeonletsdoit7.com	Allan Hughes, Canada	Attention jojudge23@yahoo.com, Your Auto Warranty is Running Out!	platinumautowarranty.com

79

62

^ Bilco

17

^ Allan Hughes

Recipient	Date	From Name	Sending Domain	Registrant	Subject	Advertiser (Landing Page)
kimandel@yahoo.com;	2018-03-02 1240	Vehicle Service Plan	letsgetitdone2.com	Allan Hughes, Canada	Karen, Your Auto Warranty is Running Out!	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-03 0340	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-03 1139	Vehicle Service Plan	letsgetitdone3.com	Allan Hughes, Canada	Karen, Your Auto Warranty is Running Out!	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-04 0839	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-04 1158	Vehicle Service Plan	letsgetitdone4.com	Allan Hughes, Canada	Karen, Your Auto Warranty is Running Out!	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-05 1554	Vehicle Service Plan	letsgetitdone5.com	Allan Hughes, Canada	Karen, Your Auto Warranty is Running Out!	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-06 0736	Vehicle Service Plan	letsgetitdone6.com	Allan Hughes, Canada	Karen, Your Auto Warranty is Running Out!	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-09 1835	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-10 1554	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-11 0122	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-12 1908	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-13 1020	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-13 2307	Vehicle Service Plan	dcountforu.com	Bilco Media Inc., Miami FL	Karen, please confirm your extended warranty plan	platinumautowarranty.com
kimandel@yahoo.com;	2018-03-31 1054	Vehicle Service Plan	comeonletsdoit7.com	Allan Hughes, Canada	Attention Karen, Your Auto Warranty is Running Out!	platinumautowarranty.com
kimandel@yahoo.com;	2018-04-01 1606	Vehicle Service Plan	comeonletsdoit7.com	Allan Hughes, Canada	Attention Karen, Your Auto Warranty is Running Out!	platinumautowarranty.com

Monroe

Recipient	Date	From Name	Sending Domain	Registrant	Subject	Advertiser (Landing Page)
ndrw_monroe@yahoo.com;	2018-02-22 21:12	Vehicle Service Plan	alewjfoi.com	Allan Hughes, Canada	Andrew, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
ndrw_monroe@yahoo.com;	2018-02-26 11:54	Vehicle Service Plan	alewjfoi.com	Allan Hughes, Canada	Andrew, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
ndrw_monroe@yahoo.com;	2018-02-27 05:32	Vehicle Service Plan	makejnk.com	Allan Hughes, Canada	Andrew, Confirm your Auto Warranty Plan Extension	platinumautowarranty.com
ndrw_monroe@yahoo.com;	2018-02-28 08:28	Vehicle Service Plan	qjndiesp.com	Allan Hughes, Canada	Andrew, please confirm your extended warranty plan	platinumautowarranty.com

53

45

^ Bilco

8

^ Allan Hughes

Recipient dbkatie77@yahoo.com; 2018-03-17 0619 **Date** 2018-03-17 2243 **From Name** Vehicle Service Plan
dbkatie77@yahoo.com; 2018-03-17 2243 **Vehicle Service Plan**
Sending Domain discountforu.com **Registrant** Bilco Media Inc., Miami FL
discountforu.com Bilco Media Inc., Miami FL **Subject** Michael r, please confirm your extended warranty plan
Advertiser (Landing Page) platinumautowarranty.com
platinumautowarranty.com

58

46
^ Bilco

12
^ Allan Hughes