



1 District.

2 5. Defendant 360 Digital Marketing, LLC (“360 Digital”) is a Delaware limited  
3 liability company with its principal place of business at 324 North St. Paul Street #3100, Dallas, TX  
4 75201. Its registered agent and office is Harvard Business Services, Inc., 16192 Coastal Highway,  
5 Lewes, DE 19958. GHOSTWRITER is a "person" as defined by 47 U.S.C. § 153 (39).

6 6. Defendant RECKON MEDIA LLC (“RECKON”) is a Delaware limited liability  
7 company with its principal place of business at 1910 Pacific Avenue, Suite 8025, Dallas, TX 75201. Its  
8 registered agent and office is Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, DE  
9 19958. 360 Digital is a "person" as defined by 47 U.S.C. § 153 (39).

10 7. Defendant GHOSTWRITER (“GHOSTWRITER”) is a business entity, form unknown.  
11 With its principal place of business at 1910 Pacific Avenue, Suite 8025, Dallas, TX 75201. On  
12 information and belief 360 Digital Marketing, LLC, RECKON Media and GHOSTWRITER are  
13 operated in concert. In the alternative, GHOSTWRITER LLC is a fictitious business name that  
14 Defendant 360 Digital Marketing LLC or RECKON MEDIA LLC or **SALMAN YOUSUF are using.**

15 8. VIDEO ANIMATION INC (“VIDEO ”) is a business entity, form unknown. On  
16 information and belief, for the reasons stated in paragraph 30, 360 Digital Marketing, LLC and  
17 VIDEOANIMATION INC are operated in concert. In the alternative, VIDEOANIMATION INC is a  
18 fictitious business name that Defendant 360 Digital Marketing LLC or RECKON MEDIA LLC or  
19 **SALMAN YOUSUF are using.**

20 9. WIKI PROFESSIONALS, INC (“WIKI”) is a business entity, form unknown. With its  
21 principal place of business at 1910 Pacific Avenue, Suite 8025, Dallas, TX 75201. On information and  
22 belief, for the reasons stated in paragraphs 30, 360 Digital Marketing, LLC and GHOSTWRITER are  
23 operated in concert. In the alternative, WIKI PROFESSIONALS is a fictitious business name that  
24 Defendant 360 Digital Marketing LLC or RECKON MEDIA LLC or **SALMAN YOUSUF are using.**

25 10. TRADEMARK TERMINAL (“TRADEMARK”) is a business entity, form unknown.  
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28

1 With an el principal place of business at 10763 Wilshire Blvd, Los Angeles, CA 90024. On information  
2 and belief, for the reasons stated in paragraphs 31-32, 360 Digital Marketing, LLC and TRADEMARK  
3 TERMINAL are operated in concert. In the alternative, TRADEMARK TERMINAL is a fictitious  
4 business name that Defendant 360 Digital Marketing LLC or RECKON MEDIA LLC or **SALMAN**  
5 **YOUSUF are using.**

6 11. Defendant **SALMAN YOUSUF** (“SALMAN”) is a natural person and the director and  
7 member of **360 DIGITAL MARKETING LLC**. He is an individual and a resident of Texas

### 8 **Jurisdiction & Venue**

9 12. The Court has federal question subject matter jurisdiction over these TCPA claims.  
10  
11 *Mims v. Arrow Financial Services, LLC*, 132 S. Ct. 740 (2012).

12 13. Venue is proper pursuant to 28 U.S.C. § 1391 (b)(2) because the Plaintiff is a resident of  
13 this district, which is where he received the illegal telemarketing calls that are the subject of this lawsuit.

14 14. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part  
15 of the events or omissions giving rise to the claims occurred within this District.

16 15. This Court has personal jurisdiction over the parties because Defendants systematically  
17 and continually have conducted business in the State of California. Likewise, Plaintiff’s rights were  
18 violated in the State of California and his claims arose out of his contact with Defendants from  
19 California.

20 16. Several of the companies, Video Animation, INC Trademark Terminal, and WIKI  
21 PROFESSIONAL, INC hold themselves out to be based in California.

### 22 **TCPA Background**

23  
24 17. TCPA Background In 1991, Congress enacted the TCPA to regulate the explosive  
25 growth of the telemarketing industry. In so doing, Congress recognized that “[u]nrestricted telemarketing  
26 . . . can be an intrusive invasion of privacy [.]” Telephone Consumer Protection Act of 1991, Pub. L. No.  
27 102-243, § 2(5) (1991) (codified at 47 U.S.C. § 227).  
28

1           18.     The national Do Not Call Registry allows consumers to register their telephone numbers  
2           and thereby indicate their desire not to receive telephone solicitations at those numbers. *See* 47 C.F.R. §  
3           64.1200(c)(2). A listing on the Registry “must be honored indefinitely, or until the registration is  
4           cancelled by the consumer or the telephone number is removed by the database administrator.” *Id.*

5           19.     The TCPA and implementing regulations prohibit the initiation of telephone solicitations  
6           to residential telephone subscribers to the Registry. 47 U.S.C. § 227(c); 47 C.F.R. § 64.1200(c)(2).

7           20.     A person whose number is on the Registry, and who has received more than one  
8           telephone call within any twelve-month period by or on behalf of the same entity in violation of the  
9           TCPA, can sue the violator and seek statutory damages. 47 U.S.C. § 227(c)(5).

10          21.     The regulations exempt from liability a caller who has obtained the subscriber’s signed,  
11          written agreement to receive telephone solicitations from the caller. 47 C.F.R. § 64.1200(c)(2)(ii). That  
12          agreement must also include the telephone number to which the calls may be placed. *Id.*

13          22.     Any person whose receives any phone in violation 47 U.S.C. § 227(b)(1) (A) can sue  
14          the violator and seek statutory damages. 47 U.S.C §227(b)(3)(B). This is commonly refered to as the auto  
15          dialer statue or ATDS.

16          23.     47 U.S.C. § 227(b)(1) (A) to make any call (other than a call made for emergency  
17          purposes or made with the prior express consent of the called party) using any automatic telephone  
18          dialing system or an artificial or prerecorded voice— (iii) to any telephone number assigned to a paging  
19          service, cellular telephone service, specialized mobile radio service, or other radio common carrier  
20          service, or any service for which the called party is charged for the call, unless such call is made solely  
21          to collect a debt owed to or guaranteed by the federal government.”

22          24.     Automatic Telephone Dialing System, which the statute defines as “equipment which  
23          has the capacity—(A) to store or produce telephone numbers to be called, using a random or sequential  
24          number generator; and (B) to dial such numbers.” 47 USC 227(a)(1). Notwithstanding this limited  
25          definition, the Ninth Circuit ruled in *Marks v. Crunch San Diego, LLC* that an ATDS means more than  
26          27  
28

1 what the statute says. The question is whether, in order to be an ATDS, a device must dial numbers  
2 generated by a random or sequential number generator or if a device can be an ATDS if it merely dials  
3 numbers from a stored list.”

4 25. The Court answered in the affirmative merely that if the dialer dials numbers from a  
5 stored list, it is considered an ATDS. Marks decision is now the law of the land in the 9<sup>th</sup> circuit as of  
6 February 19<sup>th</sup> 2019 after the parties settled.

7 26. All a plaintiff needs to show is that a call or text message was made using an auto dialer  
8 to a number assigned to cellular service, or that the calling party was charged for the call. In this case,  
9 plaintiff received calls sent to his cellular phone.

10 27. In *Sengenberger v. Credit Control Services, Inc*<sup>1</sup>, the court held that "intentionally"  
11 making phone calls that violated the TCPA was sufficient to warrant treble damages because "although  
12 neither the TCPA nor the FCC regulations define the terms 'willfully or knowingly'...courts have  
13 generally interpreted willfulness to imply only that an action was intentional. Further, Sengenberger  
14 noted that while the TCPA does not define willful, the Communications Act of 1943, of which the TCPA  
15 is a part, defines willful as “the conscious or deliberate commission or omission of such act, irrespective  
16 of any intent to violate any provision[ ], rule or regulation.”

## 18 Operations in Concert with 360 Digital and RECKON

### 19 Media

20 28. Defendant GHOSTWRITER LLC lists its place of business at 1910 Pacific Avenue,  
21 Suite 8025, Dallas, TX 75201. This is the same reported address as 360 Digital Marketing, LLC and  
22 RECKON MEDIA. The three entities share the same address. ON 08/22/19 at 4:59 PM, Jason Lewis  
23 called plaintiff from (214) 236-8270 and stated Reckon Media is the parent organization of Ghostwriter.  
24 The message plaintiff received was exactly the same as the one complained about in WEBB V 360  
25 DIGITAL MARKETING, LLC <sup>2</sup>. Parties in the case complained about the same business  
26

27 \_\_\_\_\_  
28 <sup>1</sup> SENGENBERGER v. CREDIT CONTROL SERVICES, INC. (N.D.Ill. 5-5-2010)

<sup>2</sup> WEBB V 360 DIGITAL MARKETING, LLC Case 1:17-cv-5135-WSD



1 arrangement. Plaintiffs credit card charge from GHOSTWRITER on Aug 23, 2019 showed (323) 230-  
2 6487 as the contact number. Manta, a business directory lists that phone number also for Video  
3 Animation Inc<sup>3</sup>.

4 29. Defendant VIDEO ANIMATION INC (“VIDEO”) is a business entity, form unknown  
5 on. On information and belief, 360 Digital Marketing, LLC and VIDEOANIMATION INC are operated  
6 in concert. The webpage for 360 Digital Marketing, LLC and VIDEOANIMATION INC have the same  
7 basic template. SEE EXHIBIT B. Both websites indicate that 491 out of 500 have sold. Video  
8 Animation’s internal server architecture<sup>4</sup> for its website ([www.videoanimationinc.com](http://www.videoanimationinc.com)) was pointed to  
9 [iqbalsaad2002@gmail.com](mailto:iqbalsaad2002@gmail.com) and later to [marketing@reckonmediallc.com](mailto:marketing@reckonmediallc.com). Reckon Media operates from  
10 the same location as 360 Digital Marketing and had been a co-defendant in other TCPA cases with 360  
11 Digital. [iqbalsaad2002@gmail.com](mailto:iqbalsaad2002@gmail.com) is also listed on 360 Digital’s website as an internal server<sup>5</sup>  
12 architecture record. Videoanimationinc.com has a link to its showreel<sup>6</sup>. The video is played from a  
13 youtube channel called “animation bank” that appears to be the old channel for animation sharks. Many  
14 of the videos on this channel are customer testimonials for Animation Sharks or videos that have been  
15 copied<sup>7</sup> to Video Animations own you tube channel<sup>8</sup>. Plaintiffs in WEBB V 360 DIGITAL  
16 MARKETING, LLC received marketing messages from Animation sharks which was the DBA that  
17 360 Digital Media used.

18  
19 30. Defendant WIKI PROFESSIONALS, INC (“WIKI”) purports to operate from 1910  
20 Pacific Avenue, Suite 8025, Dallas, TX 75201; along with 360 Digital Marketing, LLC and RECKON  
21 MEDIA Plaintiffs credit card charge from wiki professionals on Sep 30, 2019 showed (323) 230-6487 as  
22 the contact number. Manta, a business directory lists that phone number for Video Animation Inc<sup>9</sup>.  
23 Charges from TRADEMARK TERMINAL and Wiki Professionals also listed the same phone number.

24  
25 <sup>3</sup> <https://www.manta.com/d/mhlg4rt/video-animation-inc>

26 <sup>4</sup> <https://securitytrails.com/domain/videoanimationinc.com/history/soa>

27 <sup>5</sup> <https://securitytrails.com/domain/360digimarketing.com/history/soa>

28 <sup>6</sup> <http://archive.is/c918c> <https://www.youtube.com/watch?v=CGKoyy1IK4w>

<sup>7</sup> [https://www.youtube.com/watch?v=\\_nXWU3JrKU&t=4s](https://www.youtube.com/watch?v=_nXWU3JrKU&t=4s) is a video on Animation Bank regarding uses for real estate agents. The exact same video appears on video animation inc website.

<sup>8</sup> Video Animation copy of Animation shark/ bank video [https://www.youtube.com/watch?v=\\_nXWU3JrKU&t=4s](https://www.youtube.com/watch?v=_nXWU3JrKU&t=4s)

<sup>9</sup> <https://www.manta.com/d/mhlg4rt/video-animation-inc>

1 Video Animation's website ([www. wikiprofessionalsinc.com](http://www.wikiprofessionalsinc.com)) has an internal server architecture<sup>10</sup> that  
2 pointed to [marketing@reckonmediallc.com](mailto:marketing@reckonmediallc.com).

3  
4 31. Defendant TRADEMARK TERMINAL ("TRADEMARK") Plaintiffs credit card  
5 charge from TRADEMARK TERMINAL on Sep 25, 2019 showed (323) 230-6487 as the contact  
6 number. Manta, a business directory lists that phone number also for Video Animation Inc<sup>11</sup>. Charges  
7 from Ghostwriter and Wiki Professionals also listed the same phone number. From 09-09-2019 to 11-19-  
8 2019 Liquid Web, L.L.C Hosted trademark terminal. Liquid Web, L.L.C also was the host for  
9 wikispecialistllc.com and videoanimationinc.com Wiki Specialist occupy the same office as  
10 voxghostwriting.com. A footnote on voxghostwriting.com says it is a subsidiary of 360 Digital  
11 Marketing LLC. Recall that Ghostwriter shares the office with RECKON MEDIA and 360 Digital  
12 Marketing LLC. TRADEMARK TERMINAL website appears identical in format to  
13 videoanimationinc.com Liquid Web, L.L.C is the web host for VIDEO ANITMATION.  
14

### 15 Factual Allegations

16  
17 32. Plaintiff MARK AUSSIEKER's phone number ending in 8006 is a cellular phone.

18 33. Plaintiff MARK AUSSIEKER's phone number ending in 8006 was added to the Do Not  
19 Call list in February 2003. SEE EXHIBIT A

20  
21 34. Plaintiff has maintained the same cell phone ending in 8006 continuously since 2002.

22 35. Plaintiff is the subscriber for his cell phone.

23 36. Taking from Satterfield v. Simon & Schuster, Inc at 954<sup>12</sup>; A text message is treated as a  
24 call since "that a voice message or a text message are not distinguishable in terms of being an invasion of  
25 privacy."

26  
27 <sup>10</sup> <https://securitytrails.com/domain/wikiprofessionalsinc.com/history/soa>

28 <sup>11</sup> <https://www.manta.com/d/mh1g4rt/video-animation-inc>

<sup>12</sup> in Satterfield v. Simon & Schuster, Inc., 569 F.3d 946 (9th Cir. 2009).

1           37. Plaintiff compiled a chart attached as “Exhibit C “ of the text messages that he believes  
2 were sent to his cell phone using an automated dialing system, which violated 47 C.F.R. § 64.1200(a)(2)  
3 and 47 U.S.C. § 227(b)(1)(A)(iii) Plaintiff also alleges that each call was sent in violation of 47 C.F.R.  
4 §64.1200(c)(2) since he is on the Do not call list.

5           38. In each of the messages, the caller id has been spoofed to be non working numbers.  
6 Plaintiff confirmed this by searching the number on Twilio or attempting to call back the sender. In  
7 each of the calls, plaintiff believes that the messages were sent with an auto dialer since complicated,  
8 case sensitive URLs are provided which are impractical to type by hand and need to be sent with the  
9 use of a sophisticated dialing platform which allows messages to be composed on a computer and  
10 sent. To call from a non-working phone number takes sophisticated computer dialing equipment that  
11 allows the user to manipulate the caller id. Generally, telemarketers that use spoofed caller id are  
12 hiding their illicit calling.

13           39. Some of the messages sent are the same messages that are complained about in WEBB  
14 V 360 DIGITAL MARKETING, LLC. The impersonal nature of the messages which are indicative  
15 of auto dialed calls.

16           40. Some of the messages are sent more than once, from different caller id’s which is  
17 indicative of an overall CRM database driven marketing strategy where potential customers receive  
18 the same message at a pre-planned interval and from different caller id’s. The use of a pre-planned  
19 message is indicative of an ATDS since a message is sent automatically at a predetermined interval,  
20 with different caller ids. This alone meets the definition of an ATDS in Marks in the 9<sup>th</sup> circuit. In  
21 other districts, it is likely that the defendants database would give each potential customer a unique  
22 id that increments sequentially by 1 (as most databases do). Thus, the mechanism by which  
23 DEFENDANTS are storing the potential customers and their numbers to be texted is using a  
24 sequential number generator. Essentially any relational database does this.

25           41. While allegations of dead air or a pause may be insufficient alone to determine if a single  
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1 call was made with an ATDS, *Thomas v. Dun & Bradstreet Credibility Corp*<sup>13</sup> found that when  
2 additional calls contained dead air or calls were made using sophisticated dialing systems or were part of  
3 a pattern or practice, plaintiff did adequately allege the use of an ATDS. Here, Plaintiff alleges multiple  
4 scenarios that show there is a pattern or practice and adequately alleges the use of an ATDS,

5 42. Each of the calls sought to promote services of the defendants. The calls were  
6 unsolicited advertisements as defined by 47 U.S. Code § 227 a(5).

7 43. DEFENDANTS caused 36 telephones text messages to be made to Plaintiff's cell phone  
8 number that were made with an auto dialer and to a number listed on the do not call registry.

9 44. Plaintiff did not consent to receive these calls

10 45. DEFENDANTS willfully and knowingly made the phone calls.

11 46. Defendant used an "automatic telephone dialing system" as defined by 47 U.S.C. §  
12 227(a)(1) to place its call to Plaintiff seeking solicit people who wanted to sell their homes.

13 47. Defendants leveraged the economic benefit of an automatic dialer at Plaintiff's  
14 expense.

15 48. Defendant's calls constituted calls that were not for emergency purposes as defined by  
16 47 U.S.C. § 227(b)(1)(A).

17 49. During all relevant times, Defendant did not possess Plaintiff's "prior express consent"  
18 to receive calls using an automatic telephone dialing pursuant to 47 U.S.C. § 227(b)(1)(A). The calls are  
19 impersonal advertisements as they do not address Plaintiff personally and they are only meant to sell  
20 defendant's services.

21 50. Plaintiff declares that he has never heard of DEFENDANTS, visited any location  
22 operated by said DEFENDANTS prior to the harassing and annoying calls, nor provided his cellular  
23 telephone numbers to said Defendant or consented to receive calls from Defendant. Plaintiff also has had  
24 no prior business relationship with Defendants. Plaintiff had no reason to be in contact with  
25 DEFENDANTS VISIONARY or SALMAN.  
26  
27

28 <sup>13</sup> *Thomas v. Dun & Bradstreet Credibility Corp.*, 100 F. Supp. 3d 937, 945 (C.D. Cal. 2015)

1           51.     Such calls constitute solicitation calls pursuant to 47 C.F.R. § 64.1200(c)(2) as they were  
2 attempts to promote or sell Defendant's services of Ghostwriting, Trademark services, Wiki page  
3 creation and Video Production.

4           52.     The only requirement to enforce the TCPA is the indentify of the party responsible for  
5 the calls.

6           53.     Mr. Aussieker's concrete injury as it relates to the *Spokeo* decision is loss of productivity  
7 for answering the call, decreased battery life, the nuisance of receiving a telephone call and having to  
8 wait for the other party to pick up the phone, defendants bothering him with unrequested solicitations.

9  
10                   360 Digital or Reckon Media AND SALMAN YOUSUF's INVOLEVEMENT  
11                   AND KNOWLEDGE

12           54.     At all times relevant to the claims alleged herein, SALMAN was the corporate officer  
13 and executive in charge of 360 Digital Marketing LLC and RECKON MEDIA. Each and every call was  
14 placed on behalf of the corporate entity owned by SALMAN YOUSUF .

15           55.     SALMAN was aware that automated calls were being placed on behalf 360 Digital  
16 Media and Reckon Media and himself en masse to people, including Plaintiff. Three separate lawsuits  
17 have alleged 360 Digital Media and Reckon Media have violated the TCPA. There are numerous  
18 complaints on BBB board for RECKON MEDIA regarding spam texts<sup>14</sup> with spam.

19           56.     SALMAN had a duty to investigate the claims

20           57.     Plaintiff received the exact same message that was complained about in WEBB V 360  
21 DIGITAL MARKETING, LLC.

22           58.     As the corporation's senior-most executive, SALMAN had the power to refrain from  
23 using abusive robocalling and sending out unsolicited texts.

24           59.     As these corporation's, senior-most executive, SALMAN YOUSUF had the power to  
25 fire the managers, affiliates, agents, and employees (if any) taking part of the day-to-day operations of  
26 these illegal robocalling operations. Despite this knowledge of illegal telemarketing, SALMAN  
27

28 <sup>14</sup> <https://www.bbb.org/us/tx/dallas/profile/interactive-media/reckon-media-0875-90896047/complaints>

1 YOUSUF continued to use the services which resulted in the Plaintiff being called additional times on  
2 his behalf and at his direction.

3 60. If the corporate officers/shareholders were personally involved in the illegal activity they  
4 are personally liable because they did the act themselves. See Texas v. AmBlastfax<sup>15</sup> “Neither the TCPA  
5 nor the common law requires knowing or willful violations of the TCPA as a prerequisite to officer  
6 liability<sup>16</sup>,” “Direct participation or authorization is sufficient<sup>17</sup>.” SALMAN directly participated and  
7 authorized the calling

## 8 CAUSES OF ACTION

### 9 COUNT 1

#### 10 **Violation of the Telephone Consumer Protection Act, 47 U.S.C.**

##### 11 **§227(c)(5) – Telemarketing Solicitations to National Do Not Call Registrants**

12 61. Defendant placed 36 telemarketing calls to the Plaintiff.

13 62. Defendant did so despite the fact that the Plaintiff previously listed his telephone on the  
14 national do not call registry, which is a violation of 47 C.F.R. §64.1200(c)(2).  
15

16 63. Defendant did so despite not training its personnel on the existence or use of any internal  
17 “do not call” list which is a violation of 47 C.F.R. §64.1200(c)(2).  
18

19 64. Accordingly, Plaintiff is entitled to an award of \$500 in statutory damages for each  
20 violative telephone call pursuant to 47 U.S.C. § 227(c)(5). Defendant violated multiple regulations  
21 promulgated under 47 U.S.C. § 227(c)(5)(B).

22 65. Plaintiff s entitled to an award of up to \$1,500 in damages for each such knowing or  
23 willful violation. 47 U.S.C. § 227(c)(5)(C).  
24  
25  
26

27 <sup>15</sup> Texas v. American Blast Fax, Inc., 159 F. Supp. 2d 936 (W.D. Tex. 2001)

28 <sup>16</sup> Physicians Healthsource, Inc. v. A-S Medication Solutions LLC Memorandum and Opinion

<sup>17</sup> ibid

**COUNT 2**

**Violation of the Telephone Consumer Protection Act, 47 U.S.C.**

**§227(b)(1)(A)(iii) – Auto Dialer**

66. Plaintiff hereby incorporates, as if fully rewritten herein, all foregoing paragraphs.

67. Defendant's own conduct (by placing a Call to Plaintiff's telephone using an automated dialing system, violated 47 C.F.R. § 64.1200(a)(2) and 47 U.S.C. § 227(b)(1)(A)(iii) and, therefore, Plaintiff is entitled to an award of statutory damages in the minimum amount of \$500 for this violation.

68. As a result of Defendant's knowing and/or willful violations of 47 U.S.C. § 227(b), Plaintiff is entitled to an award of \$1,500.00 in statutory damages, for each and every violation, pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests judgment against **360 DIGITAL MARKETING LLC, RECKON MEDIA** and **SALMAN YOUSUF** for the following:

69. Injunctive relief prohibiting such violations of the TCPA by Defendants in the future.

70. For an order finding for plaintiff in all counts.

71. For an order finding the defendant knowingly and willfully violated TCPA

72. TCPA intentional violations jointly and severally against the corporation and individual for the 36 calls.

73. An award of \$500 per call for the 36 calls which amounts to \$18,000 in statutory damages as prescribed under 47 U.S.C. § 227(c)(5)(B). This amount be tripled to \$54,000 as prescribed under 47 U.S.C. § 227(c)(5)(C).

74. An award of \$500 per call for the 36 calls which amounts to \$18,000 in statutory damages as prescribed under 47 U.S.C. § 227(b)(3)(B) This amount be tripled to \$54,000 as prescribe under 47 U.S.C. § 227(b)(3)(C)



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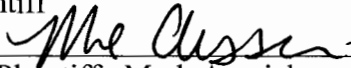
75. Any other relief the court deems proper.

Respectfully Submitted this 3rd<sup>st</sup> Day of March, 2020.

Certification and Closing Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11. I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 3<sup>rd</sup> Day of March, 2020.

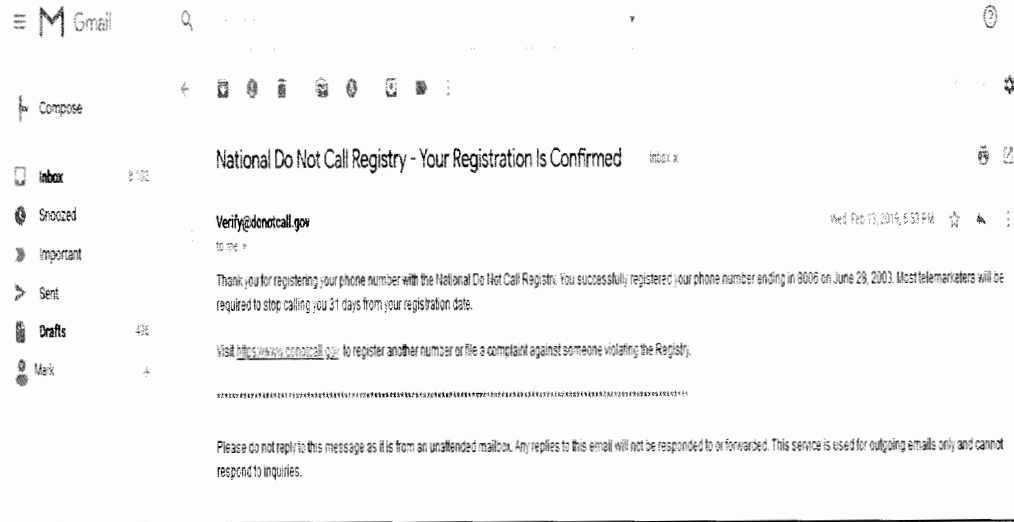
Signature of Plaintiff



Printed Name of Plaintiff Mark Aussieker

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## EXHIBIT A



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EXHIBIT B

**360 Digital**

HOME SERVICES PORTFOLIO ABOUT CONTACT

Get 30 Second Animated Video for only \$199!

- ✓ SCRIPTWRITING
- ✓ CONCEPTUALIZATION & STORYBOARD
- ✓ VOICOVER
- ✓ ANIMATION
- ✓ PUBLISHING
- ✓ 3-4 WEEKS TURNAROUND
- ✓ UNLIMITED REVISIONS
- ✓ MONEY BACK GUARANTEE

LOCK THIS DEAL NOW!

132 Visitors Watching Now!  
491 of 500 Sold

Need More Than 90 Second Video?

Consult Our Design Expert Now to Avail Exclusive Discount!

360 Digital

**Video Animation**

Call Us: 1-888-770-9216

GET FREE QUOTE

Get 30 Second Animated Video for only \$199!

- ✓ SCRIPTWRITING
- ✓ CONCEPTUALIZATION & STORYBOARD
- ✓ VOICOVER
- ✓ ANIMATION
- ✓ PUBLISHING
- ✓ UNLIMITED REVISIONS
- ✓ MONEY BACK GUARANTEE

LOCK THIS DEAL NOW! CHAT NOW TO AVAIL 50% DISCOUNT

132 Visitors Watching Now!  
491 of 500 Sold

Need More Than 90 Second Video?

Let's Chat

Denis

Last 9 Coupons Left 50 Sold in the Last Hour

Video Animation

Exhibit B



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EXHIBIT C

| #  | ATDS | Business Unit          | date       | CID          | Time  |   |
|----|------|------------------------|------------|--------------|-------|---|
| 1  | Yes  | Ghostwriter            | 8/22/2019  | 385-213-3968 | 13:06 | Good afternoon Mark. I think you could be interested in this opp with ourwriters. jonaky.com/8yjP4r   |
| 2  | Yes  | Ghostwriter            | 9/11/2019  | 478-215-0134 | 12:19 | Good afternoon Mark. I heard you could be interested in writing a novel. We can get you started. http   |
| 3  | Yes  | Ghostwriter            | 9/13/2019  | 484-275-2905 | 9:12  | Hi . Are you writing a book or thinking of starting your first?dunnol.com/xRVZ8A  |
| 4  | Yes  | Trademark Terminal LLC | 9/20/2019  | 323-320-8912 | 14:09 | Mark Aussieker, USPTO Offer special discounts on all Trademark Package. Visit Here <a href="https://ces.to/tuspto">https://ces.to/tuspto</a> to avail 50 percent of   |
| 5  | Yes  | Video Animation INC    | 9/23/2019  | 305-901-3401 | 10:56 | Mark, Last Day! Get a Short Animated Video for your Business. 90 Percent Off Coupon. Make Your Business Viral! <a href="https://ces.to/Gdaddy">https://ces.to/Gdaddy</a>  |
| 6  | Yes  | Video Animation INC    | 9/25/2019  | 218-261-5072 | 11:13 | A short animated video is what you need to attract potential customersranony.com/gm7dGp   |
| 7  | Yes  | Video Animation INC    | 9/27/2019  | 386-202-2732 | 12:27 | draw in customers with a thirty second animated video tabume.com/raXLQd   |
| 8  | Yes  | design                 | 9/27/2019  | 858-216-4539 | 13:59 | , Promote your business through illustration design tialom.com/dBVXKN   |
| 9  | Yes  | Video Animation INC    | 10/3/2019  | 515-337-0723 | 15:02 | Hi Mark, Grow your business with a custom short animated video. Best for Social Media. special halloween disc. <a href="anpath.com/VvXLOeB">anpath.com/VvXLOeB</a>  |
| 10 | Yes  | Video Animation INC    | 10/14/2019 | 201-701-6405 | 14:22 | Dear Mark, We have been trying to get in touch with you in regards to your pending order for creating an Animation Video. Kindly get in touch with your Account Manager to start your project. Team Video Animation INC |
| 11 | Yes  | Ghostwriter            | 10/29/2019 | 202-852-6771 | 14:19 | Dear Mark Aussieker, We are offering 60 percent discount offer on all our Book Marketing Packages. Reply YES to avail it. Professional Ghostwriter  |
| 12 | Yes  | Video Animation INC    | 30-Oct     | 415-877-5914 | 22:08 | Dear Mark, We have been trying to get in touch with you in regards to your pending order for creating an Animation Video. Kindly get in touch with your Account Manager to start your project. Team Video Animation INC |
| 13 | Yes  | Wiki Pros              | 10/31/2019 | 781-202-9848 | 12:10 | We think you are good to have a Wikipedia Profile. opp ending <a href="nowcarmby.com/7EdBrZn">nowcarmby.com/7EdBrZn</a>   |
| 14 | Yes  | Ghostwriter            | 12/2/2019  | 561-600-4069 | 9:38  | Good Day, This is just to inform you that the Thanksgiving offer has been extended for today on customers demand.   |
| 15 | Yes  | Ghostwriter            | 2-Dec      | 561-600-4069 | 13:02 | Good Day, This is just to inform you that the Thanksgiving offer has been extended for today on customers demand.   |

|    |     |                     |            |              |       |  |
|----|-----|---------------------|------------|--------------|-------|--|
| 16 | Yes | Ghostwriter         | 4-Dec      | 561-600-4069 | 9:58  | Get an amazing discount on our extended BLACK FRIDAY offer up to 95% OFFwith Professional ghostwriter on your first book.The offer has beenextended from 85% to 95% discount and this is valid only for this week.                       |
| 17 | Yes | Ghostwriter         | 5-Dec      | 561-600-4069 | 9:43  | Greetings,If the money is concern i can get you leverage by paying only \$500 as adeposit to start the project and the rest you can pay next month orwhenever is convenient for you and this is just to make you my client.Please advise |
| 18 | Yes | Ghostwriter         | 5-Dec      | 561-600-4069 | 10:09 | Greetings,If the money is concern i can get you leverage by paying only \$500 as adeposit to start the project and the rest you can pay next month orwhenever is convenient for you and this is just to make you my client.Please advise |
| 19 | Yes | design              | 12/9/2019  | 304-316-6871 | 18:34 | Mark, The biggest sale of the year is here, and it's the best time to getyour logo. gocustomlogos.me   |
| 20 | Yes | Ghostwriter         | 10-Dec     | 561-600-4069 | 11:20 | Celebrate this Christmas with an exclusive offer up to 96% discount withProfessional Ghostwriter on writing your first book.The offer is first come first serve basis for limited customers.   |
| 21 | Yes | Ghostwriter         | 11-Dec     | 561-600-4069 | 16:06 | Would you like to signup with this offer and get your book project started?Awaiting for your prompt reply.....   |
| 22 | Yes | Ghostwriter         | 12-Dec     | 561-600-4069 | 9:58  | Celebrate this Christmas with an exclusive offer up to 96% discount withProfessional Ghostwriter on writing your first book.The offer is first come first serve basis for limited customers.   |
| 23 | Yes | Video Animation INC | 12/19/2019 | 716-351-3193 | 16:26 | Hey Mark Aussieker wassup <a href="https://www.animationmator.com/?src=s">https://www.animationmator.com/?src=s</a>  |
| 24 | Yes | Video Animation INC | 12/24/2019 | 716-351-3193 | 14:04 | dear Mark Aussieker, get an animated video for only \$95. grab thisChristmas deal now <a href="https://www.animationmator.com/">https://www.animationmator.com/</a>  |
| 25 | Yes | Ghostwriter         | 12/25/2019 | 202-852-8146 | 11:18 | Mark Aussieker, Last Chance to avail Book Marketing Packages at 70% offChristmas Deal. Reply YES to get more info & Lock this Deal. ProfessionalGhostwriter  |
| 26 | Yes | Ghostwriter         | 12/26/2019 | 202-852-8146 | 12:46 | Mark Aussieker - Author, Get your Author mobile Apps at 50% off. Reply withAPP to lock this deal. Professional Ghost Writer. Check <a href="http://sampleauthorappssample.com">sampleauthorappssample.com</a>                            |
| 27 | Yes | Ghostwriter         | 12/27/2019 | 202-852-8146 | 13:20 | NEW YEAR SPECIAL DISCOUNT!!Get five books creatively written for \$2020 only. Offer valid only fortoday.RegardsProfessional Ghostwriter  |

|    |     |             |           |              |       |  |
|----|-----|-------------|-----------|--------------|-------|--|
| 28 | Yes | Ghostwriter | 30-Dec    | 202-852-6734 | 12:03 | Reminder Mark Aussieker Last Chance to avail Book Marketing Packages at 70% off Deal. Reply YES to get more info & Lock this Deal. Professional GhostWriter  |
| 29 | Yes | Ghostwriter | 1/1/2020  | 213-634-2533 | 13:51 | NEW YEAR SPECIAL DISCOUNT!! Get five books creatively written for \$2020 only. Offer valid only fortoday.RegardsProfessional Ghostwriter   |
| 30 | Yes | design      | 1/6/2020  | 716-351-3689 | 14:11 | Dear Mark Aussieker, one hour remaining to Activate your logo design couponnow<br><a href="https://www.vividlogodesign.com/lp4/">https://www.vividlogodesign.com/lp4/</a>  |
| 31 | Yes | Ghostwriter | 1/15/2020 | 877-222-0287 | 12:09 | Mark Aussi , Last Chance to avail Book Marketing Packages at 70% offNewYear Deal. Reply YES to Lock this Deal Now. Professional Ghostwr  |
| 32 | Yes | Ghostwriter | 1/17/2020 | 877-222-0287 | 9:51  | Last Reminder Mark Aussi, Get your Book Written Today with 85% Off Coupon. Visit here<br><a href="https://www.rooseveltghostwriting.com/lp-coupon3/">https://www.rooseveltghostwriting.com/lp-coupon3/</a> Reply stop to sto |
| 33 | Yes | 360 Digital | 3/4/2020  | 717-990-3534 | 10:44 | Mark, turn your ideas into an app. <a href="http://goador.com/VvKBkDB">goador.com/VvKBkDB</a>  |
| 34 | Yes | 360 Digital | 3/2/2020  | 715-280-5163 | 11:55 | Mark, your app idea could make you famous. <a href="http://zipust.com/XQKwa6n">zipust.com/XQKwa6n</a>  |
| 35 | yes | Ghostwriter | 2/26/2020 | 74709        | 11:48 | New York Times Recommended: Mark Become A Best Seller, Hire Expert BookWriters at 85% Off. Click here <a href="http://barnesghostwritings.com/lp">http://barnesghostwritings.com/lp</a> toActivate.                          |
| 36 | yes | Ghostwriter | 2/26/2020 | 74709        | 11:48 | New York Times Recommended: Mark Become A Best Seller, Hire Expert BookWriters at 85% Off. Click here <a href="http://barnesghostwritings.com/lp">http://barnesghostwritings.com/lp</a> toActivate.                          |