

FILED by D.C.
JUN 09 2014
STEVEN M. LARIMORE
CLERK U. S. DIST. CT.
S. D. of FLA. - MIAMI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

FEDERAL TRADE COMMISSION, and
STATE OF FLORIDA

Plaintiffs,

v.

7051620 CANADA, INC., also doing
business as NATIONWIDE MARKETING
BUREAU, INC., NATIONAL BUSINESS
ADVERTISING, NATIONAL BIZ ADS,
AND YELLOW BUSINESS ADS, a
Canada corporation,

FRANCOIS EGBERONGBE, individually
and also doing business as NATIONAL
BUSINESS ADVERTISING, NATIONAL
BIZ ADS, and YELLOW BUSINESS ADS,
and as an owner, officer, director, or
manager of 7051620 CANADA, INC., and

ROBERT N. DURHAM, SR., individually
and also doing business as NATIONAL
BUSINESS ADVERTISING, NATIONAL
BIZ ADS, and YELLOW BUSINESS ADS,
and as an owner, officer, director or manager
of 7051620 CANADA, INC.

Defendants.

Case No. **14-22132**

Judge
CIV-MARTINEZ

FILED UNDER SEAL

/GOODMAN

COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF

Plaintiffs, the Federal Trade Commission ("FTC") and the State of Florida, for their
Complaint allege:

1. The FTC brings this action under Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), to obtain temporary, preliminary, and permanent injunctive

relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

2. The State of Florida, by and through its Attorney General, Pamela Jo Bondi, brings this action under the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Fla. Stat. § 501.201 et seq., to obtain temporary, preliminary and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief, as well as civil penalties, for Defendants' acts or practices in violation of the FDUTPA. The State of Florida has conducted an investigation, and the head of the enforcing authority, Attorney General Pamela Jo Bondi, has determined that an enforcement action serves the public interest.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), 1345, and 1367 and 15 U.S.C. §§ 45(a) and 53(b).

4. Venue is proper in this district under 28 U.S.C. § 1391(b)(2), (c)(2), (c)(3), and (d) and 15 U.S.C. § 53(b).

PLAINTIFFS

5. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce.

6. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be

appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b) and 56(a)(2)(A).

7. The State of Florida is the enforcing authority under the FDUTPA pursuant to Florida Statutes Section 501.203(2) and is authorized to pursue this action to enjoin violations of the FDUTPA and to obtain legal, equitable or other appropriate relief including rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, civil penalties, or other relief as may be appropriate. Fla. Stat. §§ 501.207, 501.2075 and 501.2077.

DEFENDANTS

8. *Defendant 7051620 Canada, Inc. (“Nationwide”), also d/b/a/ Nationwide Marketing Bureau, Inc., National Business Advertising, National Biz Ads, and Yellow Business Ads*, is a Canada corporation with its registered office address at 1312 Sainte Catherine Street West, Suite 200, Montreal, Quebec H3G 1P6. Defendant Nationwide transacts business in this district and throughout the United States.

9. Defendant Nationwide pays for a mailbox service, provided by Mail Boxes Etc., which it uses in conjunction with the names “National Business Advertising” and “National Biz Ads.” The address provided through the service, 20533 Biscayne Boulevard, No. 186, Aventura, Florida 33180, is used on National Business Advertising’s and National Biz Ads’ invoices and on their website: www.nationalbizads.com.

10. Defendant Nationwide opened the account associated with a telephone number, 888-846-3506, listed on Yellow Business Ads’ invoices, and also opened the account associated with a telephone number, 305-240-6637. Defendant Nationwide uses the telephone number 305-

240-6637 when contacting consumers using the name “Yellow Business Ads.” The billing address for the account associated with telephone number 866-846-3506 is Defendant Nationwide’s registered address: 1312 Sainte Catherine Street West, Suite 200, Montreal, Quebec H3G 1P6.

11. Defendant Nationwide has also received large sums of money from other Defendants. For instance, between 2011 and 2013, Defendant Robert Durham, Sr. wrote checks to Defendant Nationwide in an amount totaling over \$900,000. These checks are identified on their face as emanating from: “Yellow Business Ads, 12 Seth Square, Plattsburgh, NY 12901,” an account opened by Defendant Robert Durham, Sr.

12. ***Defendant Francois Egberongbe*** (“Egberongbe”) is an owner, officer, director, manager or principal of Defendant Nationwide, and also is an individual doing business as National Business Advertising, National Biz Ads and Yellow Business Ads. At all times material to this Complaint, acting alone or in concert with others, Defendant Egberongbe has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Egberongbe, in connection with the matter alleged herein, transacts or has transacted business in this district and throughout the United States.

13. Defendant Egberongbe registered Defendant Nationwide’s website: www.nationwidemarketingbureau.com. Account documents indicate the billing address for the account is a UPS Store mailbox service address opened by Egberongbe: 1055 Lucien L’Allier 401, Montreal, Quebec H3G 3C4.

14. Defendant Egberongbe also registered Yellow Business Ad’s website: www.yellowbusinessads.com, which appears on Yellow Business Ads’ invoices.

15. Defendant Egberongbe is the contact for the account associated with the telephone number, 888-846-3506, listed on Yellow Business Ads' website and on its invoices.

16. Defendant Egberongbe is also the contact for the account associated with the telephone number, 305-240-6637, that Defendants use to contact consumers using the name Yellow Business Ads.

17. Defendant Egberongbe also opened and pays for a mailbox service used by Yellow Business Ads. The address provided through the service, 7891 West Flagler Street, Suite 346, Miami, Florida 33144, is used on Yellow Business Ads' invoices and is listed on its website. All correspondence received through this mail service is forwarded to a UPS Store mailbox service address opened by Egberongbe: 1055 Lucien L'Allier, Suite 401, Montreal, Quebec H3G 3C4.

18. Defendant Egberongbe also registered the website www.nationalbizads.com, the website through which Defendants do business as National Business Advertising and National Biz Ads. Account documents indicate the billing address for the account is a UPS Store mailbox service address opened by Egberongbe: 1055 Lucien L'Allier, Suite 401, Montreal, Quebec H3G 3C4.

19. Defendant Egberongbe also opened a mailbox service through Mail Boxes Etc., paid for out of Defendant Nationwide's bank account, that received mail addressed to National Business Advertising and National Biz Ads. The address provided through the service, 20533 Biscayne Boulevard, #186, Aventura, Florida 33180, is used on invoices sent in the names of National Business Advertising and National Biz Ads and is listed on their website: www.nationalbizads.com. Defendant Egberongbe opened this mailbox service account under the

name "National Biz Ads." The billing address for the account is a UPS Store mailbox service address opened by Egberongbe: 1055 Lucien L'Allier, Suite 401, Montreal, Quebec H3G 3C4.

20. *Defendant Robert N. Durham, Sr.* ("Durham") is an owner, officer, director, manager, or principal of Nationwide, and also is an individual doing business as National Business Advertising a/k/a National Biz Ads and Yellow Business Ads. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint. Defendant Durham, in connection with the matter alleged herein, transacts or has transacted business in this district and throughout the United States.

21. Defendant Durham opened an individual banking account with Dannemora Federal Credit Union in the name of "Robert N. Durham, Sr. d/b/a National Biz Ads" ("NBA Account"). In doing so, Defendant Durham listed himself as the owner of National Biz Ads. Defendant Durham deposited checks payable to National Business Advertising, National Business Ads, and National Biz Ads into the NBA Account. In addition, between 2011 and 2013, Defendant Durham wrote checks from the NBA Account to himself and to Yellow Business Ads. These checks are identified on their face as emanating from: "National Biz Ads, 12 Seth Square, Plattsburgh, NY 12901."

22. Defendant Durham also opened an individual banking account with Dannemora Federal Credit Union under the name "Robert N. Durham, Sr. d/b/a Yellow Business Ads" ("YBA Account"). In doing so, Defendant Durham listed himself as the owner of Yellow Business Ads. Defendant Durham deposited checks payable to Yellow Business Ads into the YBA Account. In addition, between 2011 and 2013, Defendant Durham wrote checks from the YBA Account to: (1) himself in an amount totaling over \$90,000 and (2) Defendant Nationwide

in an amount totaling over \$900,000. These checks are identified on their face as emanating from: “Yellow Business Ads, 12 Seth Square, Plattsburgh, NY 12901.” Defendant Durham also wired over \$100,000 to Defendant Nationwide from the YBA and NBA Accounts.

COMMERCE

23. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44 and as “trade or commerce” is defined in Florida Statutes Section 501.203(8).

DEFENDANTS’ BUSINESS ACTIVITIES

24. Since at least 2011, Defendants have engaged in a plan, program, or campaign throughout the United States, including in the state of Florida, to deceptively sell online business directory listings, online advertising, search engine optimization services, business cards, flyers, and post cards (collectively, “business directory and advertising services”). Defendants’ scheme targets, among others, small businesses, nonprofits, doctors’ offices, and churches (hereinafter “consumers”).

25. Defendants purportedly sell listings in their business directory and their advertising services by making unsolicited, misleading outbound phone calls to United States consumers. Defendants make these phone calls from both Florida area codes, as well as various toll free numbers, and Defendants misrepresent to consumers that Defendants are located in Florida.

26. In numerous instances, Defendants misrepresent to consumers’ owners or employees who answer the calls that Defendants are calling to “confirm” or “verify” the business name, address, and telephone number of the consumers’ businesses or that they are calling to

“confirm” or “verify” that Defendants can send the consumers information by mail regarding their alleged business directory and advertising services.

27. Based on Defendants’ misrepresentations, many of consumers’ owners or employees reasonably believe that they merely are verifying their businesses’ contact information or that they are providing their contact information in order to receive informational material about Defendants’ alleged business directory and advertising services.

28. In other cases, Defendants’ representatives place the initial call to the consumer informing the consumers’ owners or employees that Defendants are calling in response to the consumers’ prior request to cancel their listing in Defendants’ business directory and advertising services. Defendants then tell the consumers’ owners or employees that they are calling to confirm that it is okay to cancel the service. During such initial calls, Defendants do not ask consumers’ owners or employees to acknowledge that they are obligated to pay for business directory and advertising services already purportedly ordered from Defendants. Defendants represent, expressly or by implication, that the consumer previously used or currently ordered a listing in Defendants’ business directory or advertising services, when that is untrue.

29. Based on Defendants’ misrepresentations, many consumers’ owners or employees, reasonably believe that someone from their organization or office already has sought to cancel the business directory and advertising services allegedly sold by Defendants and that they are only being asked to confirm cancellation of unwanted services.

30. Because of the misrepresentations made by Defendants in Paragraphs 26 through 29, many consumers proceed to confirm their contact information and/or their agreement to cancel advertising services. Defendants often record consumers’ responses and later use partial,

edited, altered, or manipulated versions of these recordings to convince consumers to pay for Defendants' alleged business directory and advertising services.

31. After these telephone calls, Defendants wait several weeks or months to contact the consumers again. In numerous instances, Defendants then inform the consumers that they are past due for paying for business directory and advertising services provided by Defendants, although Defendants have provided no business directory listing or advertising services to the consumers.

32. Defendants use various means to convince consumers that they should pay Defendants for their purported services. For example, Defendants claim to have a recording of the consumer or one of the consumer's owners or employees ordering the business directory and advertising services and tell the consumer, expressly or by implication, that the recording was made before the service was rendered. Defendants claim that the recording constitutes a binding oral contract. In numerous instances, Defendants play the purported recording for the consumers, but the recordings are not authentic recordings. Instead, they are edited, altered, or manipulated versions of recordings made during the telephone contacts described in Paragraphs 25 through 31.

33. Another means Defendants use to convince consumers to pay is to send invoices for their purported services. The National Business Advertising invoices deceptively display the logo associated with AT&T, thereby misrepresenting to consumers that Defendants are associated with AT&T. In many instances, consumers ignore or otherwise refuse to pay Defendants' written invoices and demands for payment by phone because the consumers never ordered the business directory and advertising services from Defendants. In such instances, Defendants make multiple telephone calls seeking payment for the alleged business directory and

advertising services provided by Defendants and threaten to add interest charges and legal fees to the originally invoiced price. Defendants also threaten to send consumers' accounts to collection, to damage consumers' credit rating, or to initiate legal proceedings against the consumer.

34. Defendants also contact consumers and hold themselves out to be various debt collection companies, including Reginal Debt Recovery a/k/a Regional Debt Recovery a/k/a RDR Collections, Inc., and TransUnion Credit Bureau. Defendants call consumers representing that they are one of these debt collectors in order to pressure consumers to pay the National Business Advertising and Yellow Business Ads' invoices. These purported debt collectors continue to threaten consumers who refuse to pay Defendants.

35. In response to Defendants' misleading representations, aggressive collection tactics, and threats, many consumers pay Defendants in order to protect their credit ratings, avoid being sued, and because they believe that paying Defendants will put an end to Defendants' harassing collection efforts.

36. In some instances, Defendants induce consumers to pay them with the promise that they will no longer contact consumers after payment, and that the accounts of those consumers who do pay will be closed. Based on these promises, some consumers pay Defendants amounts ranging from \$200 to over \$1500. Nevertheless, in some instances, Defendants continue to bill consumers even after consumers pay for closing Defendants' alleged advertising services.

VIOLATIONS OF THE FTC ACT

37. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or affecting commerce.”

38. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

COUNT I

(By Plaintiff FTC)

39. In numerous instances in connection with the marketing, promotion, offering for sale, or sale of business directory and advertising services, Defendants have represented, directly or indirectly, expressly or by implication, through, *inter alia*, telephone calls, invoices, and collection letters that consumers have a preexisting business relationship with Defendants.

40. In truth and in fact, in numerous instances in which Defendants have made the representation set forth in Paragraph 39 of this Complaint, consumers do not have a preexisting business relationship with Defendants.

41. Therefore, Defendants’ representation as set forth in Paragraph 39 of this Complaint is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT II

(By Plaintiff FTC)

42. In numerous instances in connection with the marketing, promotion, offering for sale, or sale of business directory and advertising services, Defendants have represented, directly or indirectly, expressly or by implication, through, *inter alia*, telephone calls, invoices, or

collection letters, that consumers have agreed to purchase Defendants' business directory and advertising services.

43. In truth and in fact, in numerous instances in which Defendants have made the representation set forth in Paragraph 42 of this Complaint, consumers have not agreed to purchase Defendants' business directory and advertising services.

44. Therefore, Defendants' representation as set forth in Paragraph 42 of this Complaint is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT III

(By Plaintiff FTC)

45. In numerous instances in connection with the marketing, promotion, offering for sale, or sale of Defendants' business directory and advertising services, Defendants have represented, directly or indirectly, expressly or by implication, through, *inter alia*, telephone calls, invoices, or collection letters, that consumers owe money to Defendants for business directory and advertising services.

46. In truth and in fact, in numerous instances in which Defendants have made the representation set forth in Paragraph 45 of this Complaint, consumers do not owe money to Defendants for Defendants' alleged business directory and advertising services.

47. Therefore, Defendants' representation as set forth in Paragraph 45 of this Complaint is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE FDUTPA

COUNT IV

(By Plaintiff State of Florida)

48. As set forth in Paragraphs 1 through 47 above, which allegations are incorporated as if set forth herein, Defendants have committed acts and practices that are unfair or deceptive in violation of the FDUTPA.

49. Section 501.204(1), Florida Statutes, declares, “unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

50. In the course of Defendants’ trade or commerce, Defendants have committed acts or practices that are unfair or deceptive in violation of the FDUTPA including some or all of the following:

- a. Making false or misleading representations, directly or indirectly, expressly or by implication, through, *inter alia*, telephone calls, invoices, or collections letters that consumers have a preexisting business relationship with Defendants when in numerous instances, consumers do not have a preexisting business relationship with Defendants; and/or
- b. Making false or misleading representations, directly or indirectly, expressly or by implication, through, *inter alia*, telephone calls, invoices, or collection letters, that consumers have agreed to purchase a listing in Defendants’ business directory and advertising services when in numerous instances, consumers have not agreed to purchase Defendants’ business directory and advertising services; and/or

c. Making false or misleading representations, directly or indirectly, expressly or by implication, through, *inter alia*, telephone calls, invoices, or collection letters, that consumers owe money to Defendants for Defendants' business directory and advertising services when consumers do not owe money to Defendants for Defendants' business directory and advertising services.

51. The Individual Defendants Egberongbe and Durham are personally liable for the unlawful acts and practices of Nationwide as each of the Individual Defendants has the authority and power to control or direct the conduct at issue herein and/or actually participated in and directed the conduct at issue herein.

52. The acts and practices of the Defendants as set forth herein were misleading or deceptive and likely to mislead a consumer acting reasonably, and consumers within the State of Florida and elsewhere were actually misled by the acts and practices of the Defendants recited herein.

CONSUMER INJURY

53. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and the FDUTPA. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THE COURT'S POWER TO GRANT RELIEF

54. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations

of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

55. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction to allow Plaintiff State of Florida to enforce its state law claims against Defendants in this Court for violations of the FDUTPA. Florida Statutes Sections 501.207, 501.2075, and 501.2077 authorize this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violation of the FDUTPA, including injunctive relief, rescission or reformation of contract, the refund of monies paid, the disgorgement of ill-gotten monies, and civil penalties.

PRAYER FOR RELIEF

56. Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), and the Court's own equitable powers, and Plaintiff State of Florida, pursuant to Florida Statutes Sections 501.207, 501.2075, and 501.2077 and as authorized by the Court's own equitable powers, request that the Court:

A. Award Plaintiffs such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to, temporary and preliminary injunctions and an order freezing assets;

B. Enter a permanent injunction to prevent future violations of the FTC Act and the FDUTPA by Defendants;

C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act and the FDUTPA, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies;

D. Award civil penalties in an amount up to \$10,000.00 per transaction pursuant to Florida Statutes Section 501.2075 and up to \$15,000.00 per transaction pursuant to Florida Statutes Section 501.2077, for the willful acts and practices of the Defendants in violation of the FDUTPA; and

E. Award Plaintiff FTC the cost of bringing this action and Plaintiff State of Florida its attorneys' fees and costs in bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: ____, 2014

Respectfully submitted,

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JS 44 (Rev. 12/12)

CIVIL COVER SHEET 14-22132

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS FEDERAL TRADE COMMISSION et al. DEFENDANTS 7051620 CANADA, INC.; FRANCOIS EGBERONGBE; and ROBERT N. DURHAM SR. CIV. MARTINEZ
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) County of Residence of First Listed Defendant (EXCEPT IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address, and Telephone Number) Anna Burns, Federal Trade Commission, 225 Peachtree Street, N.E., Suite 1500, Atlanta, GA 30303 404-656-1350
(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant Diversity (Indicate Citizenship of Parties in Item III)
Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country
PTF DEF PTF DEF PTF DEF
1 1 1 1 1 1 1 1
2 2 2 2 2 2 2 2
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4 4 4 4 4 4 4 4
5 5 5 5 5 5 5 5
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IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excl. Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Med. Malpractice
PERSONAL INJURY: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability, 370 Other Fraud, 371 Truth in Lending, 380 Other Personal Property Damage, 385 Property Damage Product Liability
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
CIVIL RIGHTS: 440 Other Civil Rights, 441 Voting, 442 Employment, 443 Housing/Accommodations, 445 Amer. w/Disabilities - Employment, 446 Amer. w/Disabilities - Other, 448 Education
PRISONER PETITIONS: Habeas Corpus: 463 Alien Detainee, 510 Motions to Vacate Sentence, Other: 530 General, 535 Death Penalty, 540 Mandamus & Other, 550 Civil Rights, 555 Prison Condition, 560 Civil Detainee - Conditions of Confinement
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
LABOR: 710 Fair Labor Standards Act, 720 Labor/Mgmt. Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Empl. Ret. Inc. Security Act
IMMIGRATION: 462 Naturalization Application, 465 Other Immigration Actions
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 840 Trademark
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS-Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment
8 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S) (See instructions):
a) Re-filed Case YES NO
b) Related Cases YES NO
JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION
15 U.S.C. Section 45(a), Defendants make misrepresentations in marketing business directories and listings
LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$
CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT IFP JUDGE MAG JUDGE