

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

FERRIS & SALTER, P.C.

Plaintiffs,

v.

**Honorable
File No. 12-**

**THOMSON REUTERS CORPORATION
d/b/a WEST PUBLISHING CORPORATION,
d/b/a FINDLAW.**

Defendants.

**Don Ferris P26436
Ferris & Salter, P.C.
Attorney for Plaintiff
4158 Washtenaw Avenue
Ann Arbor, MI 48108
734/677-2020**

**MARK N. JENNINGS
MN Reg. #49931
JENNINGS DeWAN & ANDERSON LLC
Minnesota attorney for Plaintiff
6338 Main Street, PO Box 8
North Branch MN 55056
651-674-4437**

COMPLAINT AND JURY DEMAND

Plaintiff FERRIS & SALTER, P.C., by and through their attorneys Ferris & Salter, P.C. and Mark Jennings, says:

COMMON ALLEGATIONS

1. Plaintiff is a law firm, and Michigan professional corporation located in Washtenaw County, Michigan.
2. Plaintiff's partners and principals are Don Ferris and Heidi Salter-Ferris.
3. Plaintiff specializes in the practice of plaintiff's personal injury law, medical malpractice, wrongful death, automobile negligence, birth trauma, premises liability, legal malpractice, and criminal defense – both state and federal.
4. Defendant Thomson Reuters is a publicly held corporation with its principal place of business at 3 Times Square, New York, New York.
5. Thomson Reuters indirectly owns West Publishing Corporation. West Publishing Corporation transacts business as West, a Thomson Reuters business. West is a Minnesota corporation with its business office located at 610 Opperman Drive, Eagan, Minnesota 55123.
6. FindLaw is the brand name for a website product and services offered by West Publishing.
7. Part of FindLaw's business is to provide professional services calling for specialized skill and knowledge in designing, re-designing, and hosting websites for law firms.
8. FindLaw's business office is located at 610 Opperman Drive, Eagan, Minnesota 55123.
9. The amount in controversy exceeds \$75,000, exclusive of interest, costs, and attorneys fees.

JURISDICTION

10. This Court has original jurisdiction over this controversy pursuant to 28 U.S.C. 1332 because there is complete diversity of citizenship between the parties, and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

COUNT I--PROFESSIONAL NEGLIGENCE

11. Paragraphs 1 through 10 are incorporated by reference.

12. For many years prior to 2008, Plaintiff had a website, Ferris-Salter.com, with an inquiry section for clients to send e-mail/inquiries to Don Ferris and Heidi Salter-Ferris concerning plaintiff's personal injury claims.

13. From its website, Plaintiff received hundreds of inquiries each year, resulting in numerous meritorious cases being filed, and successfully litigated, with hundreds of thousands of dollars in attorneys fees being generated for Plaintiff and its principals..

14. During this same period prior to 2008, Plaintiff paid thousands of dollars to web-based services which specialized in directing cases to its subscribing law firms. Among these services were medicalmalpractice.com, lawyers.com, druglitigationlawyers.com, ExpertHub.com, Lawfirms.com, and LeadManager@SWIDigital.com.

15. These services directed hundreds of e-mail inquiries to Plaintiff's website each year, resulting in numerous meritorious cases being filed, and successfully litigated, with hundreds of thousands of dollars in attorneys fees being generated for Plaintiff and its principals.

16. In November, 2008, Plaintiff hired Defendant to provide professional computer engineer services to optimize Plaintiff's website by changing the language of the text of the

website. Defendant was not hired to change in any way the inquiry section of Plaintiff's website.

17. The hiring agreement, which Defendant drafted, had absolutely nothing to do with the connection/link between the inquiry section of Plaintiff's website and Plaintiff's e-mails.

18. In November, 2008, Defendant's professional computer engineer employees and agents negligently destroyed the previous connection/link between Plaintiff's web-site inquiry section and Plaintiff's e-mails, which was in existence before Plaintiff hired Defendant.

19. Defendant did not repair the connection/link until February, 2010.

20. Defendant has admitted in writing to negligently causing this error.

21 Defendant owed a duty to Plaintiff to not destroy the established link between Plaintiff's web-site inquiry section and Plaintiff's e-mail.

22. As a direct and proximate result of Defendant's computer engineers negligence in destroying the website-email connection/link for over 15 months, Plaintiff failed to receive approximately 730 case inquires from Plaintiff's inquiry section in its website, and inquires from medicalmalpractice.com, lawyers.com, druglitigationlawyers.com, ExpertHub.com, Lawfirms.com, and LeadManager@SWIDigital.com.

23. During this 15 month period, Plaintiff paid the previously listed services thousands of dollars for the case inquiries/leads which Plaintiff never received because of Defendant's agents' negligence.

24. As a direct and proximate result of Defendant's computer engineer's negligence in destroying the connection/link for over 15 months, Plaintiff lost numerous clients with meritorious cases, and lost hundreds of thousands of dollars in attorney's fees.

WHEREFORE, Plaintiff demands judgment against Defendant in whatever amount it is found to be entitled over Seventy- Five Thousand Dollars (\$75,000), plus costs, interest, and attorneys fees.

COUNT II – BREACH OF CONTRACT

25. Paragraphs 1 through 24 are incorporated by reference.

26. In November, 2008, Plaintiff hired Defendant to provide professional computer engineer services to optimize Plaintiff's website. Defendant was not hired to change in any way the inquiry section of Plaintiff's website.

27. The language of the agreement provides "The Agreement . . . embodies the entire understanding between the parties with respect to the subject matter of the Agreement . . ."

28. The hiring agreement, which Defendant drafted, had absolutely nothing to do with and states nothing about Defendant working on/dealing with/concerning itself with/or touching in any way the establish in existence connection/link between the inquiry section of Plaintiff's website and Plaintiff's e-mails.

29. In November, 2008, Defendant's professional computer engineer employees and agents negligently destroyed the previous connection/link between Plaintiff's web-site inquiry section and Plaintiff's e-mails, which was in existence before Plaintiff hired Defendant.

30. Defendant did not repair the connection/link until February, 2010.

31. Defendant has admitted in writing to negligently causing this error.

32. Plaintiff contends that these negligent actions fall outside the parameters of the hiring agreement. If this Court rules otherwise, then Defendant's computer engineers' actions detailed in paragraph 29 above are a breach of the contract.

33. This breach of the contract resulted in Plaintiff suffering the hundred of thousands of dollars in damages detailed in paragraphs 23 and 24 above.

WHEREFORE, Plaintiff demands judgment against Defendant in whatever amount it is found to be entitled over Seventy- Five Thousand Dollars (\$75,000), plus costs, interest, and attorneys fees.

Dated: January 3, 2012

/s/ Don Ferris
DON FERRIS P26436
FERRIS & SALTER, P.C.
Attorney for Plaintiff
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313/677-2020

/s/ Mark N. Jennings
MARK N. JENNINGS #49931
JENNINGS DeWAN & ANDERSON LLC
Minnesota Attorney for Plaintiff
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JURY DEMAND

Plaintiff demands a trial by jury.

Dated: January 3, 2012

/s/ Don Ferris
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