

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Ogletree, Abbott, Clay & Reed
Law Firm, L.L.P.,

Civil No.:

Plaintiff,

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

v.

FindLaw, an assumed name, West
Publishing Corporation, a Minnesota
corporation, and Thomson Reuters
Holdings Inc., a Delaware corporation,

Defendants.

COMES NOW the Plaintiff, Ogletree, Abbott, Clay & Reed L.L.P., by and through its undersigned attorney, and for its claims and causes of action against the Defendants above named, states and alleges as follows:

JURISDICTION AND PARTIES

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 in that the amount in controversy exceeds \$75,000 and the parties are citizens of different states; that complete diversity exists between Plaintiff and Defendants herein.

2. That at all times relevant, Plaintiff, Ogletree, Abbott, Clay & Reed L.L.P. (hereafter "Plaintiff") was a Texas Limited Liability Partnership, whose principal place of business is located at 12600 N. Featherwood Drive, Suite 200, Houston, Harris County, Texas 77034.

3. That at all times relevant, Defendant FindLaw was an assumed name with a principal place of business located at 610 Opperman Drive, City of Eagan, Minnesota.

4. That at all times relevant, West Publishing Corporation was a Minnesota corporation with a principal place of business located at 610 Opperman Drive, City of Eagan, Minnesota, and is the nameholder of Defendant FindLaw.

5. That at all times relevant, Thomson Reuters Holdings Inc. was a foreign corporation with its principal place of business in New York, New York, organized under the laws of the State of Delaware, and was authorized to do and was doing business in the State of Minnesota.

6. That at all times herein, Defendants shall be known collectively as “FindLaw.”

FACTS

7. Plaintiff is a law firm which operates three corporate websites with the following addresses: Ogletree, Abbott, Clay & Reed, LLC website at www.ogletreeabbott.com (“Ogletree website”), Jones Act website at www.1800jonesact.com (“Jones Act website”) and the Workers’ Compensation website at www.complawyers.net (“Complawyers website”) (collectively, the Ogletree website, Jones Act website and Complawyers websites are referred to as the “Ogletree websites”).

8. FindLaw is a corporation which markets website developing to attorneys all across the United States. FindLaw advertises on the Internet to the public for the purpose of encouraging the public to find lawyers through their company. FindLaw sells various types of advertising to attorneys and also sells website developing services to attorneys.

FindLaw is profiting from being a “middleman” in the legal field. FindLaw also markets a magazine named “Top Lawyers” and also advertises under the name “Top Lawyers”. This magazine supposedly contains the nations’ top lawyers, however, it contains lawyers who pay to be in the magazine.

9. Plaintiff hired FindLaw to increase its exposure to potential legal clients on the Internet after seeing FindLaw’s advertising and hearing a sales pitch from their marketing representative Brian Vogel.

10. Plaintiff then entered into a series of written agreements with FindLaw on November 27, 2012, January 23, 2013, January 24, 2013 and June 14, 2013 to redesign the Ogletree websites and to improve the search engine optimization (“SEO”) of the Ogletree websites.

11. Plaintiff began paying FindLaw for their services on February 21, 2013, and in total has paid \$61,965.69 to FindLaw. Plaintiff stopped paying September 15, 2013.

12. Even though Plaintiff initially contracted with FindLaw on November 27, 2012 and then started paying FindLaw on February 21, 2013, it was not until April 23, 2013 that FindLaw launched one of the three revised Ogletree websites – the Complawyers website. It was not until May 2, 2013 that FindLaw launched the 1800 Jones Act website. It was not until May 6, 2013 that FindLaw launched the Ogletree website.

13. When FindLaw did launch the revised Ogletree websites, there were numerous errors and omissions including: missing content, changed file (webpage)

names and conventions, unauthorized outbound links, paid links to the Ogletree websites, increased code size and website latency.

14. When FindLaw redesigned and launched the revised Ogletree websites, FindLaw did not utilize and migrate all of the existing content and webpages from the existing Ogletree websites (as provided by Plaintiff to FindLaw) to the new Ogletree websites (as redesigned and published by FindLaw). Each of the three Ogletree websites that was redesigned and published by FindLaw had significantly less webpages than the Ogletree websites which FindLaw was hired to improve. By way of example and not limitation, the Ogletree website's total pages indexed was reduced from 612 pages indexed to 184 pages; the Complawyers website's total pages indexed was reduced from 1,358 pages indexed to 157 pages; and the 1800 Jones Act website's total pages indexed was reduced from 598 pages indexed to 81 pages. Unbeknownst to Plaintiff until sometime after FindLaw launched the Ogletree websites, it appears that FindLaw omitted 2,146 (two thousand one hundred and forty six) webpages (about 84% of Ogletree websites' previously existing content disappeared and thus caused damage to content and page rankings).

15. The more indexed pages there are on a website with high quality, useful and relevant content, including different keywords, can provide a website with more opportunities to present a webpage relevant to a user's search query, which can increase a website's page ranking(s) in Google. By way of example and not limitation, when Google's spiders find, crawl and index a webpage, Google will include that webpage in what Google refers to as its proprietary index database. Generally, when Google's spiders

find that a previously existing webpage no longer exists, Google will remove that webpage from Google's index (or indices). An important element of generating traffic to a website can be having high quality, useful and relevant content on various webpages indexed by Google. Each webpage with high quality, useful and relevant content that is indexed by Google potentially increases the ranking of the website's page(s) for people searching for specific keywords.

16. When FindLaw redesigned the Ogletree websites, FindLaw ignored the page naming conventions of the existing Ogletree websites. By way of example and not limitation, FindLaw created webpages that had the extension “.shtml”, and to that end, in the absence of a 301 redirect that correctly sent users to the new page (that FindLaw created), the visitors (Plaintiff's prospective clients) instead received the 404 error “page not found” error (an HTTP status code meaning that the server could not find the webpage requested by the browser). By way of example and not limitation, the Complawyers website revised by FindLaw contained 234 (two hundred and thirty four) 404 errors resulting from FindLaw changing the naming conventions on the FindLaw powered Complawyers website. If the information that was moved to another webpage with the .shtml extension was useful to users and had inbound links pointing to the old website address that FindLaw subsequently changed, changing that webpage naming convention (address) would for all intents and purposes be commensurate with removing that previously existing webpage from the Internet and would cause the Ogletree website to lose the beneficial page rank that those inbound links would have otherwise provided.

17. FindLaw has represented that goods or services have characteristics, or benefits, which they do not have, represented that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law and failed to disclose information concerning goods or services which was known at the time of the transaction thereby intending to induce Plaintiff into entering into the referenced agreement, knowing that it would not have entered into such agreement had such information been disclosed in that FindLaw represented that they would perform an audit of the Ogletree websites and promised to improve the Ogletree websites so that Plaintiff could get “more clients and more money” and that Plaintiff would get “better results and more business.” However, in fact, Plaintiff has experienced significantly less clients and money after FindLaw supposedly commenced its work to redesign the Ogletree websites and improve the SEO for the Ogletree websites.

18. With regard to the content that FindLaw did use to launch the revised Ogletree websites, FindLaw added software code that required users to download a large amount of data to view certain webpages. The previous Ogletree websites only required the user to download 0.5 MB of data to view the Ogletree websites. FindLaw redesigned the Ogletree website and Complawyers website with code that required the user to download over 1.5 MB in data to view the respective webpage(s), and also forced the user to load over 100 different files. The previous Ogletree websites loaded half that many files. Webpage load time is a ranking factor for Google. Webpage load time is affected by how much data is required to load a webpage and by how many different files

are loaded. Each file that is loaded lengthens the load time as well. FindLaw either did not know this or ignored it.

19. When it comes to webpage performance and latency, milliseconds matter in terms of speed and load times of webpages in general and specifically for the Ogletree websites. In other words, in addition to impacting Google page ranking (with prospective clients not seeing the Ogletree websites in their search rankings as readily as they may have but for FindLaw's actions), these changes also resulted in users (prospective clients) abandoning the Ogletree websites prematurely (i.e., potential clients not converting into clients at the same rates as prior to the websites being redesigned by FindLaw).

20. Plaintiff specifically told FindLaw not to place outbound links on the Ogletree websites. However, in October 2013, Plaintiff discovered that FindLaw had secretly inserted at least one outbound link on every page of the Ogletree websites which were directed to FindLaw's website, thereby diminishing Plaintiff's website's values so that FindLaw could increase its SEO value. In general, outbound links are very valuable for the website that receives the outbound link (FindLaw) and may take away some value from the websites that give them (Plaintiff). Therefore, FindLaw has intentionally damaged the value and effectiveness of Ogletree websites by placing FindLaw's links on the Ogletree websites. When Plaintiff demanded that these outbound links be removed from the Ogletree websites, FindLaw immediately removed these outbound links, didn't admit they had placed them, and offered no excuse for their unlawful conduct, however, the damage was done.

21. FindLaw represented that it would build inbound links to the Ogletree websites that would meet and conform to Google's SEO Guidelines and terms for proper inbound links. However, Plaintiff discovered that FindLaw had obtained links for the Ogletree websites. These links actually expire after a period of time, which strongly suggests that these links are paid links in violation of Google's paid link policy. This policy would subject the Ogletree websites to serious penalties from Google for Black Hat SEO techniques. As of the date of the filing of this lawsuit, it appears that Google has significantly penalized the Ogletree websites.

22. FindLaw has misrepresented that it "produces results" with "custom content" developed by FindLaw's "expert copy writers" and a "dedicated team of attorney SEO experts" but FindLaw outsources to Bangalore, India and FindLaw cut its staff in January 2013 by 25%.

23. One of the means by which results can be tracked is with analytics tools that track website performance such as Google Analytics. When FindLaw launched the Ogletree websites, FindLaw failed to recognize that Plaintiff was previously using Google Analytics to track Plaintiff's visitors on the Ogletree websites. Information such as this from Google Analytics is generally used to know where a website's visitors are coming from and what they are doing on the website. Plaintiff has regularly used this type of information to generate more qualified leads of prospective clients by: (1) making improvements to the Ogletree websites; (2) helping the Ogletree websites rank better in Google; and (3) improving the visitor experience on the Ogletree websites. From April 23, 2013 to June 6, 2013 (45 days), the Complawyers website did not have any Google

Analytics code installed. From May 1, 2013 to May 27, 2013 (27 days), the Ogletree website did not have any Google Analytics code installed. From May 1, 2013 to June 6, 2013 (37 days), the 1800 Jones Act website did not have any Google Analytics code installed.

24. On November 11, 2013, Plaintiff, in order to mitigate its damages, removed the Ogletree websites from FindLaw's servers and launched the Ogletree websites on Plaintiff's servers. In order to attempt to amicably resolve this matter, on November 17, 2013, Plaintiff removed the Ogletree websites from Plaintiff's servers and re-launched the Ogletree websites on FindLaw's servers. When Plaintiff realized that its damages were irreparable, on November 30, 2013, Plaintiff removed the Ogletree websites from FindLaw's servers and launched the Ogletree websites on Plaintiff's servers.

COUNT I: FRAUD

25. Plaintiff realleges the previous paragraphs and incorporates the same by reference herein.

26. Based on information and belief, FindLaw made material false representations to Plaintiff in order to induce Plaintiff into a series of contracts for website redesign, SEO marketing services and internet attorney marketing services or alternatively, concealed material facts from Plaintiff that, had those facts been known by Plaintiff, Plaintiff would not have entered into such contract.

27. Based on information and belief, FindLaw knew that its representations were false when made or the representations were asserted without knowledge of the

truth of the representations. FindLaw also knew the concealed facts were material to the subject contract.

28. Based on information and belief, FindLaw intended that Plaintiff rely on the representations.

29. Plaintiff relied on FindLaw's representations.

30. As a direct and proximate result of the misrepresentations and concealment of facts by FindLaw, Plaintiff has sustained damages in excess of \$75,000.

31. FindLaw's conduct as described above was malicious and the tortuous conduct occurred in whole or in part in Harris County, Texas. Accordingly, Plaintiff requests that exemplary damages be awarded against FindLaw.

COUNT II: DECEPTIVE TRADE PRACTICES ACT

32. Plaintiff realleges the previous paragraphs and incorporates the same by reference herein.

33. FindLaw's conduct described above violated the Texas Deceptive Trade Practices Act and the Minnesota Deceptive Trade Practices Act, as such FindLaw is liable to Plaintiff pursuant to those statutes as follows:

34. FindLaw represented that goods or services have characteristics, or benefits which they do not have, in violation of Texas Business & Commerce Code, Sec. 17.46(b)(5), and Minn. Stat. § 325D.44 et al.

35. FindLaw represented that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law, in violation of Texas Business & Commerce Code, Sec. 17.46 (b) (12) and Minn.

Stat. § 325D.44 et al.; and failed to disclose information concerning goods or services which was known at the time of the transaction thereby intending to induce Plaintiff into entering into the referenced agreement, knowing that it would not have entered into such agreement had such information been disclosed, in violation of Texas Business & Commerce Code, Sec. 17.46(b) (24) and Minn. Stat. § 325D.44 et al.

36. These representations, acts, and omissions made by FindLaw in its dealing with the Plaintiff, constitutes an “unconscionable action or Plaintiff’s causes of action” as such term is defined in Texas Business & Commerce Code, Sec. 17.45(5) and Minn. Stat. § 325D.44 et al.

37. The foregoing violations were committed knowingly and intentionally and Plaintiff relied on such representations, acts, and omissions to its damage and detriment in excess of \$75,000.

38. As a direct result of FindLaw’s wrongful acts and omissions, Plaintiff has been compelled to expend legal services incurred in this matter.

COUNT III: BREACH OF CONTRACTS

39. Plaintiff realleges the previous paragraphs and incorporates the same by reference herein.

40. FindLaw breached the terms of its contracts with Plaintiff and its duty of good faith and fair dealing, including specific promises represented in advertising and by statements made to Plaintiff to increase Plaintiff’s exposure to potential legal clients, which were relied upon by Plaintiff to its detriment and damage in excess of \$75,000.

COUNT IV: MISREPRESENTATION

41. Plaintiff realleges the previous paragraphs and incorporates the same by reference herein.

42. Based on information and belief, Plaintiff states that FindLaw made material misrepresentations to Plaintiff in order to induce Plaintiff into a series of contracts for website redesign, SEO marketing services and internet attorney marketing services or alternatively, concealed material facts from Plaintiff that, had those facts been known by Plaintiff, Plaintiff would not have entered into such contract.

43. Based on information and belief, FindLaw supplied false information for the guidance of Plaintiff in their business transactions and in doing so failed to exercise reasonable care or competence in obtaining or communicating the information. FindLaw also knew the concealed facts were material to the subject contract.

44. Based on information and belief, FindLaw intended that Plaintiff rely on the representations, and Plaintiff relied on FindLaw's representations.

45. As a direct and proximate result of the misrepresentations by FindLaw, Plaintiff has sustained damages in excess of \$75,000.

COUNT V: BREACH OF EXPRESSED AND IMPLIED WARRANTY

46. Plaintiff realleges the previous paragraphs and incorporates the same by reference herein.

47. That at all times relevant herein, FindLaw promoted and sold website redesign, SEO marketing services and internet attorney marketing services and in so

doing FindLaw expressly and impliedly warranted to the public and to Plaintiffs that its products and services were of merchantable quality for use for which they were intended.

48. That at the time FindLaw promoted and sold website redesign, SEO marketing services and internet attorney marketing services, they were not of merchantable quality for its intended use as expressly and impliedly warranted by FindLaw, and it knew, or should have known, that they were not of merchantable quality for use for which they were intended by the public, including Plaintiff.

49. That FindLaw's breached its expressed and implied warranties, which were relied upon by Plaintiff to Plaintiff's damage and detriment in excess of \$75,000.

COUNT VI: NEGLIGENCE

50. Plaintiff realleges the previous paragraphs and incorporates the same by reference herein.

51. FindLaw was negligent in the promotion and sale of its website redesign, SEO marketing services and internet attorney marketing services, and breached its duty of reasonable care by its words and actions to Plaintiff, directly and proximately causing Plaintiff's damage and detriment in excess of \$75,000.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, Ogletree, Abbott, Clay & Reed Law Firm, L.L.P. respectfully requests that Plaintiff have judgment against Defendants above-named, and each of them, for the following:

1. Actual damages, treble and exemplary damages against the Defendants in an amount in excess of seventy-five thousand (\$75,000) dollars;

2. Attorney's fees pursuant to the Texas Consumer Protection – Deceptive Trade Practices Act;
3. Attorney's fees pursuant to the Minnesota Deceptive Trade Practices Act;
4. Pre-judgment and post-judgment interest at the maximum legal rate;
5. Costs and disbursements; and
6. Other and further relief as the Court shall deem appropriate.

PLAINTIFF DEMANDS TRIAL BY JURY.

Dated: February 5, 2014

HANDORFF LAW OFFICES, P.C.

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