

EXHIBIT K

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

FILED
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CLERK OF COOK COUNTY, ILL.

BARBARA FORD, an individual, on her
own and on behalf of all others similarly situated,

Case No. 09 CH 4278

Plaintiff,

CLASS ACTION COMPLAINT
AND JURY DEMAND

v.

PACIFIC WEBWORKS, INC., a Nevada
corporation, and JOHN DOE DEFENDANT,

Defendants,

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Barbara Ford, brings this Class Action Complaint against Defendant Pacific WebWorks, Inc. and John Doe Defendant (hereinafter collectively referred to in the singular as "Defendant") based upon Defendant's practice of deceptively billing Plaintiff and similarly-situated others for unauthorized charges. Plaintiff, for her Class Action Complaint, alleges as follows upon personal knowledge as to herself and her own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by her own attorneys.

Parties

1. Plaintiff Barbara Ford is an Illinois resident.
2. Defendant Pacific WebWorks is an online provider of work-at-home products marketed to consumers nationwide. Pacific WebWorks is a Nevada corporation headquartered in and having its principal place of business at 230 West 400 South, 1st Floor, Salt Lake City, Utah 84101.

3. John Doe Defendant is an online advertising network that participates in the acts and practices that are the subject of Plaintiff's complaint. John Doe Defendant participated in the deceptive acts and practices that victimized Plaintiff. On information and belief, John Doe Defendant is one of the following corporations or corporate d/b/a's: (1) Tracking202, Inc.; (2) Media Trust LLC (Advaliant); (3) CyberPlex Inc. (CX Digital Media); (4) Coleadium, Inc. (Ads4Dough); (5) JAR Media LLC; (6) Sybtrack.com; (7) eSynergy Media LLC; (8) W4 Media LLC; (9) Bskytracking.com; (10) GMB Direct, Inc.; (11) Elite Clicks Media LLC; (12) Tracklead.net; (13) Track606.com; (14) Intermark Communications, Inc. (Copeac); (15) Zoomleads.net; (16) Venture Incorporated (Neverblue); (17) Lidango; and (18) Convert2Media LLC.

Jurisdiction and Venue

4. This Court has personal jurisdiction over this action pursuant to 735 ILCS 5/2-209(a)(1) because the Defendant does business in this state and because Plaintiff is a resident of Illinois.

5. Venue is proper in Cook County because Defendant does business in Cook County and/or because the cause of action arose here.

Facts Common to All Counts

6. With unemployment rising and wages stagnant, Americans are suffering through the worst economy in decades. In these hard times, ordinary consumers are more than ever subjected to a proliferation of work-at-home offers that promise the ability to easily make thousands of dollars from at-home businesses.

7. The offers hosted by Defendant Pacific WebWorks state that consumers will work directly with and be well-paid by the giant web search engine Google. The ability to work for

this enormously successful company reasonably supports the promise of good income described in the offers from Defendant.

8. Defendant's offers begin as initial representations made through a common deceptive scheme, constituting spam email offers, sponsored links, banner ads on internet search pages, and links in fake news articles and fake blogs. The purpose of each of these initial representations is to drive consumer traffic to credit card submit landing pages at which a purchase can be made.

9. These sponsored links, banner ads, fake news articles, and similar methods of gaining a consumer's attention are created and operated by a group of affiliate marketers and ad networks whose sole objective is to drive traffic to merchant landing pages such as those selling Defendant Pacific WebWorks's products. John Doe Defendant acts in this space as an ad network and/or affiliate marketer, and in that capacity, actively drives traffic to Pacific WebWorks websites for its own monetary gain.

10. Defendant Pacific WebWorks and John Doe Defendant work together to "optimize" transaction pages so as to drive ever-higher rates of purchase. Both are motivated to take this active role because the sales revenue generated on a Pacific WebWorks site is the only way that both Pacific WebWorks and the upstream ad networks are compensated. Therefore, the John Doe Defendant has a vested interest in not only directing consumers to the product page, but also ensuring and actively inducing the consumer to actually purchase the product. This optimization can include changing the design of ad pages in the order path including the color, words used, placement of words, font size, placement of the Terms of Service, and the use of such "pressures" as phrases like "You Qualify for Instant Access!" and "...these kits are going FAST!," or the use of running timers counting down the minutes left before an offer "expires."

Such pressures are simply fabrications and are dynamically inserted into the website at specified screen locations to further drive sales.

11. As a primary inducement, consumers are often simply responding to the many initial representations and screenshots that appear to state a relationship with Google itself. The use of Google's name in this manner, and specifically the prospect of working for one of the world's most successful companies, appears as a primary non-price inducement to deceptively entice consumers to purchase the Pacific WebWorks product.

12. After a consumer is directed by a John Doe Defendant to a Pacific WebWorks landing page displaying a work-at-home offer, Defendant pushes a product, often a CD or software kit, purportedly designed to enable consumers to "Earn up to \$978 or more a day using GOOGLE," "Work from Home & learn to make \$1000s a day using GOOGLE!," and "Anyone with a computer and basic typing skills can make money using Google!"

13. These landing pages typically contain language describing their offering "As seen on: Fox News, CNN," and "USAToday." The website prominently features network logos without license from these media entities and are plainly designed to suggest to a consumer that the offering is supported by a reputable entity. Pacific WebWorks products have never been "seen on" or endorsed by any of the networks claimed on the website.

14. The initial landing page seen by a consumer is bright and welcoming, and promises "FAST CASH USING GOOGLE" and "HOME INCOME USING GOOGLE," among other pleasing inducements. Representations that drive consumers to these landing pages promise "\$7500 a month Working from Home Job: requires basic computer skills." Banner ads even promise "scam free" offers that link to landing pages used by Defendant on which consumers are

promised Pacific WebWorks products at prices that are not, in fact, remotely close to the actual price charged by Pacific WebWorks.

15. Defendant's landing pages contain a testimonial photo of a consumer that benefited from Defendant's product. In fact, this photo is a fake, inasmuch as Defendant simply uses a stock photo (commonly available at websites like iStockPhoto.com) and fabricates the testimonial.

16. In furtherance of the deception, Defendant's landing pages may be reached from embedded links in fake blog testimonials ("flogs") and fake news articles with, again, stock photos and testimonials purportedly representing actual consumers from one's own city or state. These consumers relate stories of terrific success using the Pacific WebWorks product. Examples of these flogs and fake news articles deceptively used to sell Pacific WebWorks's products are:

a. "USA Online Journal-Finance News" in which "Mary Steadman"¹ tells how she "quit her boring job as a manufacturer's representative" and "now makes \$6,500+ a month" using Pacific WebWorks products.

¹ "Mary Steadman," the most widely used fake person in fake news articles selling work-at-home products, is also featured on the following fake news sites, and at least 90 more websites all across the internet:

www.SanFrancisco-Tribune.com, www.SanFranCiscoCityHearld.com, www.Sandiego-Tribune-News.com, www.SanDiego-Tribune.com, www.SanJose-Herald.com, www.SanJose-Times.com, www.TheLosAngelesJournal.com, www.LosAngelesTribuneNews.com, www.LosAngelesNews7.com, www.LosAngelesFinanceNews.com, www.Los-Angeles-Weekly.com, www.LosAngelesDispatch.com, www.4KAWeekIn3Steps.com, www.Action7Journal.com, www.AmericaFinanceNews.com, www.AmericaJobJournal.com, www.AmericaNewsDaily.com, www.B12-Media.com, www.BargainBoomer.com, www.Best-Job-In.com, www.BirmingHamTribune.co.uk, www.Boston-BusinessNews.com, www.Boston-Tribune.com, www.BostonFinanceNews.com, www.BostonGazetteNews.com, www.OrlandoWebTimes.com, www.ReadSomeNews.com, www.Online-Job-News.com, www.NYGazetteNews.com, www.NewYorkPostHearld.com, www.NewYorkPostHearld.com.

b. "Consumer Weekly," which utilizes the same photo of the woman claiming to be "Mary Steadman" above, but in this instance she has the name "Elaine Love," also lost her "boring" manufacturing job and now makes thousands using Pacific WebWorks products.

c. "Chicago Job News" at which "Jerry Reynolds" describes how he "lost his boring job as an account representative for a manufacturing company" and "now makes \$5,500+ a month just by submitting small text ads online on Google."

d. "Scott Hunter" on "wthguide.info," a fake blog that states how Mr. Hunter also "lost his job as a boring account representative for a manufacturing company." "Scott" makes "\$9,000+ a month just by submitting small text ads on Google." Upon information and belief, "Scott Hunter" is the pseudonym of an affiliate marketer driving traffic to a Pacific WebWorks site.

17. Defendant Pacific WebWorks also derives sales from online traffic routed through fake consumer review sites. At these sites, alleged "advocates" for consumers endorse PacificWebWorks's products with laudatory language and within the body of the fake reviews link to deceptive transaction pages for those products.

18. The online order path leading to Defendant's transaction pages are littered with pictures of individuals that testify to the success they have enjoyed using Pacific WebWorks's product. The individuals in Defendant's fake photos are not from the consumer's city or state; in fact, the specific locale represented is dynamically generated by instructions contained in the underlying source code for the screen page presented. That is, "Sara Stanley" from "Chicago" is in fact simply a fictitious person whose city name is generated by source code that recognizes and responds to the (Chicago) IP address of the consumer's computer.

19. A consumer is required to give Pacific WebWorks certain “personally identifying information” (PII) to “CHECK AVAILABILITY” of this “LIMITED TIME OFFER!” A consumer’s submission of her PII enables Pacific WebWorks to sell this information to other marketers of goods and products. Thus, a consumer actually does not have to “qualify” for anything, but is instead submitting to a lead generation process by which their PII (a “lead”) is monetized by Pacific WebWorks and the consumer unknowingly “consents” to the receipt of additional email offers from an untold number of merchants, *i.e.*, anyone to whom Pacific WebWorks can sell this information.

20. The product offered by Pacific WebWorks is promised at the minimal price of \$2.00 or less, which is represented as covering all costs of the product.

21. Importantly, in order to cover this small charge, Pacific WebWorks requires that consumers give it a credit card number.

22. A consumer’s credit card number is entered into a credit card submit field on an online transaction page (the transaction page most often directly follows the landing page – the order path may be understood as starting with the initial representation that drives traffic to the landing path where a consumer’s PII is taken. A billing or transaction page completes the online order path).

23. Materially, the only price representation clearly and conspicuously displayed on the credit card submit page or in proximity to the credit card submit box is a line that states “**Total: \$1.97.**”

24. Calls to action like “LIMITED TIME OFFER!” and “WORK FROM HOME, SET YOUR OWN HOURS, THEN LIVE YOUR LIFE!” are found on these pages. These phrases

are part of a static background image that are saved and displayed every time the page loads on a consumer's browser.

25. Compelling phrases including "Satisfaction Guaranteed," and "100% Trusted!" appear in large print scattered about the page.

26. Ultimately, a consumer reasonably understands that ordering the Pacific WebWorks product is an action that will cause them to incur a small charge on their credit card. In fact, this small price is simply bait for a credit card number that can then be used to impose additional charges on the consumer.

27. Though the actual price of a product is always material, Defendant hides the real price of its product in small print on or under the transaction page or simply does not disclose it at all on this checkout page.

28. By simply submitting credit card information to Pacific WebWorks in payment of the discounted fee of \$1.97 (Defendant also offers identical products at \$.97, \$1.95, and \$2.95), a consumer unwittingly agrees to a monthly recurring charge of \$79.90 (also, in some instances, \$69.90) for access to a program purportedly containing information that enables a consumer to "Start Making Money Today!"

29. Materially, and wholly absent any clear and conspicuous price disclosure, consumers may also find that they have been billed \$24.90 by Defendant for another, unknown product. This charge is recurring in that it appears every month on a consumer's bill. This undisclosed negative option, deceptively tied to a consumer's agreement to pay a small amount for a Pacific WebWorks product, is charged to consumers entirely without their authorization.

30. Thus, a consumer reasonably expecting to pay \$1.97 for a Pacific WebWorks product will be charged that sum plus: 1) \$79.90, and 2) \$24.90 a month for as long as the consumer fails to notice this charge and object to it.

31. Only the charge of \$1.97 is clearly and conspicuously disclosed to a consumer responding to an offer from Defendant.

32. Pacific WebWorks acts with John Doe Defendant to drive traffic to, promote, and sell its work-at-home product. Correspondingly, all Defendants optimize and continually oversee the creation of the deceptive advertisements concealing material terms and conditions, described herein, and all receive significant revenue from the sale of each poorly-disclosed Pacific WebWorks product.

33. Defendant knows or should know that these ads and offers violate clearly established laws requiring, among other seminal concerns, that all material purchase terms be clearly and conspicuously disclosed to consumers.

34. Although Defendant uses a number of specific paths and representations for their deception, each order path has a core, common underpinning; namely, that a consumer will only be charged \$1.97 for a work at home product sold by or directly associated with Google.

Facts Relating to the Plaintiff Barbara Ford

35. During the relevant period, Plaintiff Barbara Ford clicked on a advertisement link, located on her AOL home page, pitching a Google work-at-home opportunity. Plaintiff is elderly, retired, and on a fixed income. The fake news article described the life-changing experience of a woman that utilized a Pacific WebWorks product to make \$5,000.00 a month. This site contained a link to the PII landing page described above and from which Plaintiff

reasonably understood that she could receive the Pacific WebWorks product (Google Business Kit) for \$1.97. Plaintiff reasonably believed that this was a Google offer.

36. Plaintiff did not know that Google itself had nothing to do with this product nor did Plaintiff reasonably understand that, by only agreeing to pay Defendant \$1.97, she also “consented” to be billed \$79.90.

37. Plaintiff only authorized Defendant to bill her credit card the charge of \$1.97. Nevertheless, and wholly without authorization from Plaintiff, Pacific WebWorks took from Plaintiff an additional \$79.90.

38. Plaintiff called repeatedly to request a refund. Plaintiff finally did speak with a representative who she informed that she 1) never authorized Pacific WebWorks to bill her card the sum of \$79.90, 2) never received the Google Kit, and 3) wanted to cancel her order and receive a refund of the unauthorized charge of \$79.90.

39. Plaintiff told the Pacific WebWorks representative that she would not have agreed to pay \$79.90 for this product if she would have clearly understood that this was the actual price for the product offered. Nevertheless, despite her vehement assertions that she should not be charged this price, Defendant refused to give Plaintiff a refund of this money.

40. Because Plaintiff reasonably does not trust Defendant not to bill her again without authorization for some unknown amount, Plaintiff cancelled her credit card and asked her bank to issue her a new card with a new account number.

41. Plaintiff has *not* been given a refund from Pacific WebWorks.

Amount in Controversy

42. Plaintiff makes no specific allegation that the amount in controversy (including requests for attorneys' fees, injunctive relief, etc.) exceeds any specific amount. Specifically, Plaintiff makes no allegations that the amount in controversy exceeds \$5,000,000.

Class Allegations

43. Plaintiff bring this action pursuant to Illinois 735 ILCS 5/2-801 on behalf of herself and a Class and SubClass:

Pacific WebWorks Class: Plaintiff brings this action on behalf of herself and a Class of similarly situated individuals, defined as follows:

all Illinois residents who submitted payment information to Pacific WebWorks for the purpose of obtaining Pacific WebWorks's products or services, and who were charged any amount other than a stated shipping and handling or discounted fee.

John Doe Defendant SubClass: Plaintiff brings this action on behalf of herself and a SubClass of similarly situated individuals, defined as follows:

all Illinois residents who submitted credit card information to a Pacific WebWorks website for the purpose of obtaining Pacific WebWorks's products or services, who were charged any amount other than a stated shipping and handling or discounted fee, and that were traceably driven to a Pacific WebWorks website(s) by John Doe Defendant, or affiliate marketers acting through or in conjunction with John Doe Defendant.

The following people are excluded from the Class and SubClass: 1) any Judge or Magistrate presiding over this action and members of their families; 2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and its current or former employees, officers and directors; and 3) persons who properly execute and file a timely request for exclusion from the class and 4) the legal representatives, successors or assigns of any such excluded persons.

44. Hereinafter, the above-described Class and SubClass shall be stated as “Classes” for purposes of this Complaint.

45. **Numerosity:** The exact number of the members of the Classes is unknown and not available to Plaintiff, but it is clear that individual joinder is impracticable. On information and belief, Defendant has deceived thousands of consumers who fall into the definition set forth in the Classes. Class and SubClass members can be identified through Defendant’ records.

46. **Typicality:** Plaintiff’s claims are typical of the claims of other members of the Classes, as Plaintiff and other members sustained damages arising out of the wrongful conduct of Defendant, based upon the same transactions which were made uniformly to Plaintiff and the public.

47. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Classes, and has retained counsel competent and experienced in complex class actions. Plaintiff has no interest antagonistic to those of the Class and SubClass, and Defendant has no defenses unique to Plaintiff.

48. **Predominance and Superiority:** This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. The damages suffered by the individual members of the Class and SubClass will likely be relatively small, especially given the burden and expense of individual prosecution of the complex litigation necessitated by the actions of Defendant. It would be virtually impossible for the individual members of the Class and SubClass to obtain effective relief from the misconduct of Defendant. Even if members of the Class and SubClass themselves could sustain such individual litigation, it would still not be preferable to a class action, because individual litigation would increase the

delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single Court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

49. **Commonality:** There are many questions of law and fact common to the claims of Plaintiff and the Classes, and those questions predominate over any questions that may affect individual members of the Classes. Common questions for the Classes include, but are not limited to the following:

- (a) Whether Defendant's conduct described herein violates the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.*) prohibiting the act, use or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact in connection with the sale or advertisement of any merchandise;
- (b) Whether Defendant's conduct described herein violates the Uniform Deceptive Trade Practices Act (815 ILCS 510/1 *et seq.*), prohibiting deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service;
- (c) Whether Defendant's conduct described herein violates the Automatic Contract Renewal Act (815 ILCS 601/1 *et seq.*);
- (d) Whether Defendant's conduct described herein results in unjust enrichment to Defendant; and,
- (e) Whether Defendant's conduct described herein results in a breach of contract.

COUNT I
Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act
(815 ILCS 505/1 *et seq.*)
(On Behalf of the Plaintiff and the Classes)

50. Plaintiff incorporates by reference the foregoing allegations.

51. The Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”) (815 ILCS 505/1 *et seq.*) protects both consumers and competitors by promoting fair competition in commercial markets for goods and services.

52. The ICFA prohibits any unlawful, unfair or fraudulent business acts or practices including the employment of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact.

53. As described within, Defendant’s continued utilization of unlawful and unconscionable marketing practices, and the continuing practice of charging consumers credit cards without authorization, constitutes a deceptive act or practice by Defendant in violation of the ICFA.

54. In deceiving Plaintiff and the Classes by creating and supporting advertising that fails to clearly and conspicuously disclose the actual price of its products, and inducing Plaintiff and the Classes to proffer payment information based on that misrepresentation, Defendant has engaged in deceptive trade practices in violation of the ICFA.

55. The price of a consumer product is a material term of any transaction because it is likely to affect a consumer’s choice of, or conduct regarding, whether to purchase a product. Any deception related to the price of a consumer product is materially misleading.

56. Defendant’s misrepresentation of the price of its products is likely to mislead a reasonable consumer who is acting reasonably under the circumstances.

57. Defendant has violated the “unfair” prong of the ICFA in that it caused substantial injury to consumers by charging their credit cards without their consent after inducing them to submit

their payment information through deceptive marketing. The injury caused by Defendant's conduct is not outweighed by any countervailing benefits to consumers or competition, and the injury is one that consumers themselves could not reasonably have avoided.

58. Defendant has violated the "fraudulent" prong of the ICFA in that its statements, advertisements, and representations regarding what consumers would be charged for its products are false and likely to deceive a reasonable consumer.

59. Defendant intended that Plaintiff and the Classes rely on its material misrepresentations and deception in that their reliance induced them to submit a credit card number that could thereafter be charged without authorization.

60. Defendant's deception occurred during the marketing and sale of a work-at-home product and therefore occurred in the course of trade and commerce.

61. Plaintiff and the Classes have suffered harm as a proximate result of the violations of law and wrongful conduct of Defendant in the form of actual monetary damages.

62. Defendant violated the ICFA because its conduct violates the Uniform Deceptive Trade Practices Act (815 ILCS 510/1 *et seq.*) (See Count II).

63. Defendant violated the ICFA because its conduct violates the Automatic Contract Renewal Act (815 ILCS 601/1 *et seq.*) (See Count III).

64. Plaintiff seeks an order (1) permanently enjoining Defendant from continuing to engage in unfair and unlawful conduct; (2) requiring Defendant to pay actual, compensatory and punitive damages pursuant to 815 ILCS 505/10a(a); (3) requiring Defendant to make full restitution of all funds wrongfully obtained; and (4) requiring Defendant to pay interest, attorney's fees, and costs pursuant to 815 ILCS 505/10a(c).

COUNT II
Violation of the Uniform Deceptive Trade Practices Act
(815 ILCS 510/1 *et seq.*)
(On Behalf of Plaintiff and the Classes)

65. Plaintiff incorporates by reference the foregoing allegations.

66. The Uniform Deceptive Trade Practices Act (“UDTPA”) (815 ILCS 510/1 *et seq.*) prohibits deceptive trade practices and specifically prohibits misrepresentation via trademark or advertising.

67. As described within, Defendant has engaged in deceptive practices, unlawful methods of competition, and/or unfair acts as defined by 815 ILCS 510/1 *et seq.* and 815 ILCS 505/1 *et seq.* to the detriment of Plaintiff and the Classes.

68. Defendant’s conduct constitutes a representation to the public relating to goods and services because they are allegedly marketing a product (*e.g.* an instructional CD) or service (*e.g.* access to a “members only site”) for consumer use.

69. Defendant utilizes false and deceptive advertising that both conceals the actual price of the product offered and widely and willfully misrepresents testimonial support for the product offered, including representing that Defendant’s product is directly connected to Google and/or that Defendant is itself Google. Defendant willfully and knowingly uses Google’s trademarks and likeness throughout its representations and marketing materials without permission.

70. Defendant willfully and knowingly represents that its products have been “seen on” or endorsed by networks such as CNN and Fox News, and Defendant utilizes the trademarked logos of these networks throughout its representations and marketing materials without permission.

71. Defendant, acting with knowledge, intentionally and unlawfully brought harm upon Plaintiff and the Classes by: (1) inducing the Plaintiff and the Classes to purchase a product with deceptive and misleading advertisements; (2) failing to clearly and conspicuously disclose the

price of the goods and services; and (3) placing unauthorized charges on their credit card accounts (4) utilizing the name and trademarks of third parties without permission in such a way to deceive and confuse consumers. In light of this conduct, Defendants specifically violated the UDTPA in at least the following respects:

- (a) In violation of 815 ILCS 510/2(a)(1) by passing off goods or services as those of another;
- (b) In violation of 815 ILCS 510/2(a)(2) by misrepresenting the source, sponsorship, approval, or certification of Defendant's goods or services;
- (c) In violation of 815 ILCS 510/2(a)(3) by misrepresenting the affiliation, connection, or association with, or certification by, a third party in relation to Defendant's products;
- (d) In violation of 815 ILCS 510/2(a)(9) by advertising Defendant's goods or services with the intent not to sell them as advertised;
- (e) In violation of 815 ILCS 510/2(a)(11) by making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions related to Defendant's good or services.

72. Plaintiff and the Classes have suffered harm as a proximate result of the violations of law and wrongful conduct of the Defendant.

73. Defendant's violation of the ACRA constitutes an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.*).

74. Pursuant to 815 ILCS 510/3, Plaintiff and the Classes seek injunctive relief requiring Defendant to cease and desist the illegal conduct stated in this Complaint, reasonable attorneys' fees and costs, and any other appropriate remedy for violations of the UDTPA.

COUNT III
Violation of the Automatic Contract Renewal Act
(815 ILCS 601/1 *et seq.*)
(On Behalf of Plaintiff and the Pacific WebWorks Class)

75. Plaintiff incorporates by reference the foregoing allegations.

76. The Automatic Contract Renewal Act (“ACRA”) (815 ILCS 601/1 *et seq.*) requires an entity enrolling a consumer in an automatically renewing contract to provide the renewal provision to the consumer in a clear and conspicuous manner. Failure to provide the provision in a clear and conspicuous manner deems the automatic renewal provision unenforceable by the party who prepared the contract or directed its preparation.

77. Defendant’s website, terms and conditions, and all other representations made by Defendant fail to notify the consumer in a clear and conspicuous manner of the recurring nature of the charges they assess and that the charges will be indefinitely renewed on a monthly basis.

78. Defendant intentionally conceals and misrepresents the nature of the charges, including the actual cost and how often they will be charged.

79. Defendant’s violation of the ACRA constitutes an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 *et seq.*).

80. Plaintiff, on her own behalf, and on behalf of the Pacific WebWorks Class, seeks an order requiring Defendant to immediately stop the unlawful practices stated in this Complaint, preventing Defendant from enforcing any automatic renewal provisions against Plaintiff and Pacific WebWorks Class, damages, and interest and attorney’s fees and costs.

COUNT IV
Restitution/Unjust Enrichment
(on behalf of the Plaintiff and the Classes)

81. Plaintiff incorporates by reference the foregoing allegations.

82. Plaintiff and members of the Class and SubClass conferred a monetary benefit on Defendant. Defendant has received and retained money belonging to Plaintiff and the Classes resulting from substantial and unauthorized charges placed on their credit card bills by Pacific

WebWorks. Defendant profits from each individual purchase made by a consumer after being directed to Pacific WebWorks's transaction pages.

83. Defendant appreciates or has knowledge of such benefit.

84. Under principles of equity and good conscience, Defendant should not be permitted to retain the money belonging to Plaintiff and members of the Classes, which Defendant has unjustly received as a result of its unlawful actions.

85. Plaintiff and other members of the Classes suffered damages as a direct result of Defendant's conduct.

86. Plaintiff, on her own behalf, and on behalf of the Classes, seeks restitution for Defendant's unlawful conduct, as well as interest and attorney's fees and costs.

COUNT V
Breach of Contract
(On Behalf of Plaintiff and the Pacific WebWorks Class)

87. Plaintiff incorporates by reference the foregoing allegations.

88. In reliance upon Defendants' misrepresentations and deceptive advertising, Plaintiff entered into a contract to receive a product from Pacific WebWorks at a genuinely discounted price, or for the cost of shipping and handling only. Because of these deceptive misrepresentations, Plaintiff and the Pacific WebWorks Class entered their credit card information with the understanding that they would only be charged a genuinely discounted price or the cost of shipping and handling in exchange for a product from Pacific WebWorks.

89. By cramming additional undisclosed charges on the credit/debit cards of Plaintiff and the members of the Pacific WebWorks Class, Pacific WebWorks breached the contract for the purchase of a product at the clearly disclosed price described above. Plaintiff and the members of the Pacific WebWorks Class did not assent to any additional charges and did not reasonably expect that the contract for purchase and sale would include such additional charges.

90. At all times relevant to this action, Pacific WebWorks acted willfully and with the intent to breach the contracts they entered into with Plaintiff and the Pacific WebWorks Class.

91. Plaintiff and the Pacific WebWorks Class have suffered damages as a direct result of Pacific WebWorks's acts and practices in the form of monies paid and lost.

92. Plaintiff, on her own behalf, and on behalf of the Pacific WebWorks Class, seek damages for Defendant's breach of contract, as well as interest and attorney's fees and costs.

WHEREFORE, Plaintiff Barbara Ford, on behalf of herself and members of the Class and SubClass, prays for the following relief:

a. Certify this case as a class action on behalf of the Class and SubClass as defined above and appoint Barbara Ford as class representative and undersigned counsel as lead counsel of this class action;

b. Enter judgment against Pacific WebWorks, Inc. and John Doe Defendant for all monetary, actual, consequential, and compensatory damages caused by its unlawful conduct;

c. Award Plaintiff and the Classes civil penalties and/or punitive damages for violations of the above-cited statutes and law;

d. Award Plaintiff and the Classes reasonable costs and attorneys' fees;

e. Award Plaintiff and the Classes pre- and post-judgment interest;

f. Enter judgment for injunctive, statutory and/or declaratory relief as is necessary to protect the interests of Plaintiff and the Classes; and,

g. Award such other and further relief as equity and justice may require.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: November 9, 2009

KAMBEREDELSON, LLC

By: 

Christopher Dore

One of the Attorneys for Barbara Ford,
individually and on behalf of a class of
similarly situated individuals

Will Haselden
Florida Bar No. 0072011
(*pro hac vice* motion to be filed)
Christopher Dore
Illinois Bar No. 6299670
KAMBEREDELSON, LLC
350 North LaSalle, Suite 1300
Chicago, Illinois 60654
Telephone: (312) 589-6370
whaselden@kamberedelson.com
cdore@kamberedelson.com