

Marc J. Randazza, AZ Bar No.: 27861
Ronald D. Green (*pro hac vice forthcoming*)
RANDAZZA LEGAL GROUP, PLLC
4035 S. El Capitan Way
Las Vegas, NV 89147
Telephone: 702-420-2001
Facsimile: 305-437-7662
ecf@randazza.com

Attorneys for Plaintiff,
AVVO, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

AVVO, INC.,

Plaintiff,

vs.

CHANG LIANG and HUANG
SHAOQING d/b/a WYHES.COM or
T6T7.NET; CLOUDFLARE, INC.;
VERISIGN, INC.; and JOHN DOES 1-10,

Defendants.

Case No.

VERIFIED COMPLAINT

- (1) Violation of the CFAA**
- (2) Violation of Ariz. Rev. Stat. § 44-7202**
- (3) Service Mark Infringement**
- (4) Unfair Competition**
- (5) Copyright Infringement**
- (6) Breach of Contract**
- (7) Conversion**

INJUNCTIVE RELIEF SOUGHT

JURY DEMAND

Plaintiff Avvo, Inc. ("Avvo") hereby files its Verified Complaint against Defendants Chang Liang, Huang Shaoqing, CloudFlare, Inc., and Verisign, Inc. as follows:

INTRODUCTION

1. Launched in 2007, Avvo is the leading online lawyer rating and review system in the United States. Its mission is simple: to help people make the best decisions for their legal needs, free of charge. In contrast to sites

1 where the only listings are lawyers paying to advertise their services, Avvo
2 profiles and rates every lawyer it can find records for - over 97% of all lawyers
3 in the United States. Avvo does not list lawyers outside of the U.S. Avvo
4 publishes its product at <avvo.com>.

5 2. Avvo has also recently launched a service where consumers
6 can retain counsel through the Avvo.com website called Avvo Legal
7 Services. This system is intended to communicate attorney-client privileged
8 information from the client to the chosen attorney using Avvo Legal
9 Services.

10 3. Upon information and belief, Defendants Chang Liang and
11 Huang Shaoqing ("Defendants") operate a website located at
12 <wyhes.com>, <t6t7.net>, and potentially other domains as well (the
13 "Website"), as Defendants seem to cycle through domains to remain
14 untraceable and to avoid being shut down. See **Composite Exhibit 1,**
15 Domain registrations.

16 4. Defendants' names can only be ascertained at this time based
17 upon the registration information they provided when they registered the
18 above domains. Given that Defendants are engaged in an unlawful
19 operation, these names are likely fake, but their true names cannot be
20 presently ascertained.

21 5. The Website is a complete "rip" of the <avvo.com> website.
22 Website ripping is the process of copying an entire website, including all of
23 its text, images, videos, and its underlying code, so that the entire site is a
24 complete duplication of the original website. However, the pernicious
25

1 nature of the scheme is well beyond the fact that this is a wholesale rip off
2 of Plaintiff's website – because the purpose of the scheme appears to be
3 to engage in “Phishing.” See *Internet Solutions Corp. v. Marshall*, 39 So. 3d
4 1201, 1204 (Fla. 2010) (defining “Phishing” as “a scam by which an e-mail
5 user is duped into revealing personal or confidential information which the
6 scammer can use illicitly.”)

7 6. An Internet user would find it nearly impossible to distinguish
8 Plaintiff Avvo's site from the Website operated by Defendants. Thus,
9 Defendants now not only have a disconcerting amount of potential control
10 over the public's perception of Avvo's brand, they also can use the Website
11 to extract sensitive information from the public, through a phishing scam,
12 which is clearly the intent and purpose of the overall scheme.

13 7. The public trusts Avvo for the secure transmission of its personal
14 information, some of which is privileged, allowing Defendants to gather
15 such information for nefarious purposes.

16 8. Avvo seeks redress for the wrongs committed by Defendant,
17 and to recover damages arising from Defendants' willfully infringing
18 actions.

19 9. Defendants Verisign, Inc. (“Verisign”) and CloudFlare, Inc.
20 (“CloudFlare”) are only parties for jurisdictional and injunctive purposes to
21 ensure complete relief. No allegations of wrongdoing are made herein
22 against them, and Plaintiff does not seek damages or attorneys' fees from
23 them. For purposes of this Complaint, when Plaintiff refers to “Defendants,”
24 it is referring to Msrs. Liang and Shaoqing, not Verisign or CloudFlare.

25

26

1 10. Verisign is the authoritative registry for all <.com> and <.net>
2 top-level domains, and CloudFlare hosted the infringing Website when it
3 was located at <wyhes.com>.

4 **JURISDICTION AND VENUE**

5 11. This Court has subject matter jurisdiction over Plaintiff's claims for
6 copyright infringement pursuant to 17 U.S.C. §§ 101, et. seq., and 28 U.S.C.
7 §§ 1331 and 1338(a).

8 12. CloudFlare is located in San Francisco, California, and the
9 CloudFlare server that hosts the Website is located in Phoenix, Arizona.
10 Defendants have an ongoing business relationship with CloudFlare.

11 13. In addition to Defendants' use of an Arizona server, which gives
12 rise to jurisdiction under the Arizona long-arm statute, Defendants are
13 subject to jurisdiction in the United States generally pursuant to
14 Fed.R.Civ.P. 4(k)(2).

15 14. Avvo **exclusively** lists lawyers in the United States. Thus,
16 Defendants are **exclusively** targeting American lawyers and Americans
17 searching for legal services.

18 15. When they commenced their unlawful activities, they were
19 aware that they were aiming their unlawful conduct expressly at the United
20 States.

21 16. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b)(2)
22 &/or (b)(3) and 1400(b), as at least some of the infringement occurred on
23 the servers located in Phoenix, Arizona.

THE PARTIES

17. Avvo, Inc., is a corporation formed under the laws of the State of Washington with a principal place of business in Seattle, Washington.

18. Upon information and belief, Defendant Chang Liang owns, operates, and/or controls the Website. According to the domain registration, Defendant resides at Ying Ze Qu Bing Zhou Bei Lu 19 Hao 4 Lou 1-3-1 Hao, in Taiyuan, Shanxi Province, China 030000.

19. Upon information and belief, Defendant Huang Shaoqing also owns, operates, and/or controls the Website. According to the domain registration, Defendant resides at Chengxiangxiang Chengxiangcun 53# in Yongcun, Fujian Province, China 220182.

20. CloudFlare, Inc., is a Delaware corporation headquartered at 101 Townsend, in San Francisco, California 94107.

21. Verisign, Inc., is a Delaware corporation headquartered at 12061 Bluemont Way, in Reston, Virginia 20190.

22. Defendants John Doe 1-10 are unknown individuals involved with the operation of the Website.

STATEMENT OF FACTS

23. At some point after January 28, 2016, Defendants stole Plaintiff's entire website and hosted their stolen mirror of Plaintiff's Website on the domain names <wyhes.com> and <t6t7.net>.

24. Defendants' copies of Plaintiff's website are so complete that an Internet user on Defendants' Website would find it indistinguishable from

1 Plaintiff's. It contains Plaintiff's intellectual property, including its marks and
2 logos and copyrighted material.

3 25. The Website appears to be part of a phishing scheme. In other
4 words, Internet users go to Plaintiff's website at <avvo.com> and feel safe
5 giving Plaintiff sensitive personal information. By impersonating Plaintiff on
6 the Website, Defendants hope that Internet users will feel safe giving
7 Defendants their personal information including usernames, passwords,
8 and information intended to be transmitted to attorneys. After all, the
9 ability to enter personal information onto the Website is every bit as robust
10 as it is on Avvo's site.

11 26. Plaintiff has never licensed or approved of Defendants'
12 activities, and it should go without saying that Defendants do not have a
13 license or Plaintiff's permission to host a copy of Plaintiff's website for the
14 purpose of stealing personal information to facilitate identity theft and
15 other nefarious schemes.

16 27. Defendants' copying of Plaintiff's website was recent, as their
17 Website contains Plaintiff's January 28, 2016 revision to its Terms and
18 Conditions. However, upon information and belief, the public is already
19 being harmed by their actions.

20 28. When Defendants created the Website, they knew that one of
21 Avvo's primary business activities is to help persons in need of legal services
22 find an attorney through its Avvo Legal Services program.

23
24
25
26

1 29. Thus, Defendants were aware that Avvo's users transmitted
2 personally sensitive information and felt safe transmitting that information
3 through Avvo.

4 30. However, Avvo's users are not safe transmitting that information
5 through Defendants' Website, which appears to have been created for the
6 primary purpose of stealing that information for Defendants' financial gain
7 and other unlawful purposes.

8 31. In addition to the danger that Defendants present to the public,
9 Defendants are also exercising a disconcerting amount of control over
10 Avvo's brand and intellectual property, including its service marks and
11 copyrights. Its reputation may be irreparably damaged if the public
12 believes that Avvo is facilitating or participating in Defendants' unlawful
13 scheme.

14 32. Plaintiff possesses common law and registered rights in its
15 intellectual property.

16 33. The mark AVVO has been in continuous use by Avvo since 2007
17 and has been registered with the United States Patent and Trademark
18 Office in International Classes 35, 42, 44, and 45. See USPTO Registration
19 Nos. 3,959,466 and 4,343,038, attached as **Composite Exhibit 2**.

20 34. Defendants' conduct and infringing activity harmed and
21 continues to harm Plaintiff Avvo.

22 35. More importantly, Defendants' infringements and "phishing
23 scheme" harmed and continue to harm the public, as it is a scheme
24 designed to gather important personal information, including attorney-

1 client privileged information, from the public who will be deceived into
2 thinking that they are entering their usernames, passwords, payment
3 information, and privileged legal communications into a trusted website,
4 when in reality, they will be transmitting this information to a cyber-criminals
5 who have set up a scheme to harvest this information from the
6 unsuspecting public.

7 36. Defendants' activities using the Website must halt immediately
8 for the protection of the public and Plaintiff.

9 **CLAIMS FOR RELIEF**
10 **FIRST CLAIM FOR RELIEF**
11 **(Violation of the Computer Fraud and Abuse Act –**
12 **18 U.S.C. § 1030(a)(5)(C))**

13 37. Plaintiff realleges and incorporates each and every preceding
14 paragraph.

15 38. Plaintiff maintains a computer system hosting the website
16 content located at <avvo.com>.

17 39. Such system constitutes a protected computer within the
18 meaning of 18 U.S.C. § 1030(a).

19 40. Users of Avvo's website agree to the Terms and Conditions of
20 Use located at <<http://www.avvo.com/support/terms>>, governing
21 permissible uses and access.

22 41. Paragraph 1 of the Terms and Conditions states, in relevant part:
23 Using our Services does not give you ownership of any
24 intellectual property rights in our Services or the content you
25 access. Except in the context of browsing or accessing our
Services in accordance with these Terms, you may not use
content from our Services unless you obtain permission from its
owner or are otherwise permitted by law. These terms do not

1 grant you the right to use any branding or logos used in our
2 Services. Do not remove, obscure, or alter any legal notices
displayed in or along with our Services.

3 "Terms and Conditions," Avvo, attached hereto as **Exhibit 3**.¹

4 42. Defendants were clearly aware of these terms, since
5 Defendants actually stole these terms and reproduced them on their own
6 Website as part of Defendants' efforts to mislead the public and to commit
7 widespread identity theft, information theft, and misappropriation of secret
8 and privileged information.

9 43. Defendant does not have any intellectual property rights in the
10 content appearing on the Website.

11 44. Notwithstanding the lack of such rights, upon information and
12 belief, Defendants intentionally accessed, downloaded, and republished
13 the Services and content on <avvo.com>.

14 45. Defendants used content from Plaintiff's Services without
15 permission from Plaintiff and were not otherwise permitted by law to do so.

16 46. Defendants used Plaintiff's branding and logos on the Website
17 without permission.

18 47. The content reproduced on the Website omits the footer
19 section of the pages containing Plaintiff's copyright notice and link to the
20 Terms and Conditions, thereby removing and altering legal notices
21 otherwise displayed.

22
23
24 _____
25 ¹ Available at: <<http://www.avvo.com/support/terms>> (last accessed
March 28, 2016.)

1 48. Upon information and belief, Defendant, thus, accessed
2 Plaintiff's protected computer system without authorization, in violation of
3 18 U.S.C. § 1030(a)(5).

4 49. As a direct and proximate result of such violation of 18 U.S.C.
5 § 1030(a)(5), Plaintiff has suffered monetary loss and irreparable injury to its
6 business, reputation, and goodwill.

7 50. Pursuant to 18 U.S.C. § 1030(g), Plaintiff is entitled to an award
8 of compensatory damages and/or disgorgement of Defendant's profits in
9 an amount to be proven at trial, as well as injunctive relief.

10 **SECOND CLAIM FOR RELIEF**
11 **(Violation of Ariz. Rev. Stat. § 44-7202)**

12 51. Plaintiff realleges and incorporates each and every preceding
13 paragraph.

14 52. Avvo is an online business that maintains a website at
15 <avvo.com>.

16 53. Defendants created a nearly exact duplicate of Plaintiff Avvo's
17 website and published it to the Internet at the <wyhes.com> and <t6t7.net>
18 domain names, among others.

19 54. Defendants' counterfeit version of Plaintiff's website is virtually
20 indistinguishable from Plaintiff's actual website.

21 55. Defendants' undertook these actions with the intent to commit
22 fraud or theft, in contravention of Arizona law.

23 56. Defendants' are representing, either directly or implication, that
24 they are Plaintiff Avvo without Avvo's authority or approval.

25

26

1 57. Defendants have taken these actions to induce members of
2 the public to provide them identifying information, thereby violating Ariz.
3 Rev. Stat. § 44-7202.

4 58. Pursuant to Ariz. Rev. Stat. § 44-7203(A), Plaintiff is entitled to
5 injunctive relief from this Court to prevent Defendants from continuing their
6 unlawful conduct.

7 59. Pursuant to Ariz. Rev. Stat. § 44-7203(A), Plaintiff is entitled to its
8 actual damages in an amount to be proven at trial, as it has been
9 damaged in excess of \$2,500.

10 **THIRD CLAIM FOR RELIEF**
11 **(Service Mark Infringement – 15 U.S.C. § 1114)**

12 60. Plaintiff realleges and incorporates each and every preceding
13 paragraph.

14 61. Defendants are using and displaying Plaintiff's registered
15 service marks on their Internet Website.

16 62. Defendants' use in commerce of Plaintiff's marks for the
17 provision of Defendants' services constitutes a reproduction, copying,
18 counterfeiting, and colorable imitation of Plaintiff's marks in a manner that
19 is likely to cause confusion or mistake or is likely to deceive consumers.

20 63. By using Plaintiff's marks with the knowledge that Plaintiff owns,
21 has used, and continues to use its trademarks in the United States,
22 Defendants have intended to cause confusion, cause mistake, or deceive
23 consumers.

24 64. Defendants are using a mark identical to Plaintiff's trademarks
25 in connection with the sale, offering for sale, or advertising of services in a

1 manner that is likely to cause confusion, or to cause mistake, or to deceive
2 consumers as to affiliation, connection, or association with Plaintiff or as to
3 the origin, sponsorship, or approval of Defendants' services or commercial
4 activities by Plaintiff.

5 65. Defendants' use of Plaintiff's marks has created a likelihood of
6 confusion among consumers who may falsely believe that Defendants'
7 business or website is associated with Plaintiff's website and business or that
8 Plaintiff sponsors or approves of Defendants' services or commercial
9 activities.

10 66. As a direct and proximate result of Defendants' infringement,
11 Plaintiff has suffered, and will continue to suffer, monetary loss and
12 irreparable injury to its business, reputation, and goodwill. Plaintiff is entitled
13 to an award of compensatory damages and/or disgorgement of
14 Defendants' profits in an amount to be proven at trial.

15 67. Pursuant to the Lanham Act, Plaintiff is entitled to treble
16 damages and reimbursement of its attorneys' fees and costs, as this is an
17 "exceptional case," pursuant to 15 U.S.C. § 1117(a).

18 **FOURTH CLAIM FOR RELIEF**
19 **(Unfair Competition – 15 U.S.C. § 1125(a))**

20 68. Plaintiff realleges and incorporates each and every preceding
21 paragraph.

22 69. Defendants' use in commerce of marks identical and/or
23 confusingly similar to Plaintiff's trademarks in connection with Defendants'
24 services and Website, constitutes a false designation of origin and/or a false
25 or misleading description or representation of fact, which is likely to cause

1 confusion, cause mistake, or deceive as to affiliation, connection, or
2 association with Plaintiff, or as to the origin, sponsorship, or approval of
3 Defendants' services or commercial activities by Plaintiff.

4 70. Defendants' use in commerce of Plaintiff's marks and/or marks
5 confusingly similar to Plaintiff's marks with the knowledge that Plaintiff owns
6 and has used, and continues to use, its trademarks constitutes intentional
7 conduct by Defendants to make false designations of origin and false
8 descriptions about Defendants' services and commercial activities.

9 71. As a direct and proximate result of such unfair competition,
10 Plaintiff has suffered, and will continue to suffer, monetary loss and
11 irreparable injury to its business, reputation, and goodwill.

12 **FIFTH CLAIM FOR RELIEF**
13 **(Copyright Infringement – 17 U.S.C. § 101)**

14 72. Plaintiff realleges and incorporates each and every preceding
15 paragraph.

16 73. Plaintiff is, and at all relevant times has been, the copyright
17 owner of the copyrighted works infringed upon by Defendant.

18 74. At all pertinent times, Plaintiff Avvo was the author and owner
19 of the works illegally and improperly reproduced and distributed by
20 Defendants through the Website.

21 75. Upon information and belief, Defendants reproduced,
22 reformatted, and distributed Plaintiff Avvo's copyrighted works by and
23 through servers and/or other hardware owned, operated, and/or
24 controlled by Defendants.

25

26

1 76. Among the exclusive rights granted to each Plaintiff under the
2 Copyright Act are the exclusive rights to reproduce the website and to
3 distribute it – rights which Defendants maliciously and intentionally infringed
4 upon.

5 77. Defendants, without the permission or consent of Plaintiff, used,
6 and continue to use, the Website to distribute Plaintiff's copyrighted works
7 to the public, and/or make the protected works available for distribution to
8 others. In doing so, Defendants have violated Plaintiff's exclusive rights of
9 reproduction and distribution. Defendants' actions constitute infringement
10 of Plaintiff's copyrights and exclusive rights under the Copyright Act.

11 78. Defendants' foregoing acts of infringement were willful and
12 intentional.

13 79. As a result of Defendants' infringement of Plaintiff's copyrights
14 and exclusive rights under the Copyright Act, Plaintiff is entitled to either
15 actual or statutory damages pursuant to 17 U.S.C. § 504(c), and to its
16 attorney fees pursuant to 17 U.S.C. § 505.

17 80. Upon information and belief, the conduct of Defendants is
18 causing and will continue to cause Plaintiff great and irreparable injury.
19 Such harm will continue unless Defendants are enjoined from such conduct
20 by this Court. Plaintiff has no adequate remedy at law. Pursuant to 17
21 U.S.C. §§ 502 and 503, Plaintiff is entitled to injunctive relief prohibiting
22 Defendants from further infringing Plaintiff's copyrights, and ordering
23 Defendants to destroy all copies of the Plaintiff's copyrighted works made
24 in violation of Plaintiff's exclusive rights under the Copyright Act.

25

26

**SIXTH CLAIM FOR RELIEF
(Breach of Contract)**

1
2 81. Plaintiff realleges and incorporates each and every preceding
3 paragraph.

4 82. Users of Plaintiff's website agree to the contractual Terms and
5 Conditions of Use located at <<http://www.avvo.com/support/terms>>,
6 governing permissible uses and access.

7 83. As evidenced by the fact that they made a complete copy of
8 it, Defendants used Plaintiff's website and were thereby bound by such
9 Terms and Conditions.

10 84. Paragraph 1 of the Terms and Conditions states, in relevant part:
11 Using our Services does not give you ownership of any
12 intellectual property rights in our Services or the content you
13 access. Except in the context of browsing or accessing our
14 Services in accordance with these Terms, you may not use
15 content from our Services unless you obtain permission from its
16 owner or are otherwise permitted by law. These terms do not
grant you the right to use any branding or logos used in our
Services. Do not remove, obscure, or alter any legal notices
displayed in or along with our Services.

17 "Terms and Conditions," Avvo, attached hereto as **Exhibit 3**.

18 85. Defendants were clearly aware of these terms, since
19 Defendants actually stole these terms and reproduced them on the
20 Website as part of Defendants' efforts to mislead the public and to commit
21 widespread identity theft, information theft, and misappropriation of secret
22 and privileged information.

23 86. Defendants do not have any intellectual property rights in the
24 content appearing on the Website.

25

26

1 87. Notwithstanding the lack of such rights, Defendants
2 intentionally accessed, downloaded, and republished the Services and
3 content on Plaintiff's website.

4 88. Defendants used content from Plaintiff's Services without
5 permission from Plaintiff and were not otherwise permitted by law to do so.

6 89. Defendants used Plaintiff's branding and logos on the Website
7 without permission.

8 90. The content reproduced on the Website omits the footer
9 section of the pages containing Plaintiff's copyright notice and link to the
10 Terms and Conditions, thereby removing and altering legal notices
11 otherwise displayed.

12 91. Defendant, thus, breached the Terms and Conditions.

13 92. As a direct and proximate result of such breach of contract,
14 Plaintiff has suffered monetary loss and irreparable injury to its business,
15 reputation, and goodwill.

16 93. Plaintiff is entitled to an award of compensatory damages
17 and/or disgorgement of Defendant's profits in an amount to be proven at
18 trial, as well as injunctive relief.

19 **SEVENTH CLAIM FOR RELIEF**
20 **(Conversion)**

21 94. Plaintiff realleges and incorporates each and every preceding
22 paragraph.

23 95. Plaintiff has clear legal ownership and right to possession of its
24 intellectual property, including the content on its website located at
25 <avvo.com>.

1 96. Defendants wrongfully converted Plaintiff's intellectual property
2 for their own benefit and without permission from Plaintiff.

3 97. As a direct and proximate result of such conversion, Plaintiff has
4 suffered monetary loss and irreparable injury to its business, reputation, and
5 goodwill.

6 98. Plaintiff is entitled to an award of compensatory damages
7 and/or disgorgement of Defendant's profits in an amount to be proven at
8 trial, as well as injunctive relief.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff Avvo, Inc. respectfully prays that the Court grant
11 the following relief:

12 A. Temporary, preliminary, and permanent injunctive relief,
13 prohibiting Defendants, their respective officers, agents, servants,
14 employees, and/or all persons acting in concert or participation with them,
15 or any of them, from: (1) continuing to operate the Website at the
16 <wyhes.com> and <t6t7.net> domain names, or on any other domain
17 name; (2) operating any other website that purports to originate from or be
18 condoned by Plaintiff Avvo or contains any trademarks, copyrights, or other
19 intellectual property belonging to Avvo; and (3) using Plaintiff's trademarks,
20 or confusingly similar variations thereof, alone or in combination with any
21 other letters, words, letter strings, phrases, or designs, in commerce or in
22 connection with any other business or for any other purpose;

23
24
25
26

1 B. Temporary, preliminary, and permanent injunctive relief,
2 instructing Defendants Verisign and/or CloudFlare to disable the Website
3 should Defendants refuse to comply with the Court's injunction;

4 C. Temporary, preliminary, and permanent injunctive relief,
5 instructing Defendants Verisign and/or CloudFlare to disable any other
6 Websites that the Defendants set up in order to avoid the orders of this
7 Court, effectively turning the Website into a "moving target" that can never
8 actually be restrained;

9 D. Impoundment during the pendency of this action of the
10 following: (1) all copies of Plaintiff's works, in any format, in Defendants'
11 possession or under their control; (2) All hard drives, computers, or other
12 storage devices that contain Plaintiff's marks, works, or other copyrighted
13 images; and (3) the <wyhes.com> and <t6t7.net> domain names, which
14 should be forfeited to Plaintiff at the conclusion of this case, or before that
15 date if good cause is shown;

16 E. A full and complete accounting of all amounts due and owing
17 to Plaintiff Avvo as a result of Defendants' illegal or improper activity,
18 whether criminal or civil in nature, of any and all Defendants;

19 F. An award of compensatory, consequential, statutory, treble,
20 and punitive damages to Plaintiff in an amount to be determined at trial;

21 G. An award of interest, costs, and attorneys' fees incurred by
22 Plaintiff in prosecuting this action; and

23 H. All other relief to which Plaintiff is entitled.
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Dated: March 31, 2016.

Respectfully Submitted,

/s/ Marc J. Randazza

Marc J. Randazza, AZ Bar No. 27861
Ronald D. Green, (*pro hac vice forthcoming*)
Randazza Legal Group, PLLC
4035 S. El Capitan Way
Las Vegas, NV 89147

*Attorneys for Plaintiff,
AVVO, Inc.*

RANDAZZA | LEGAL GROUP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VERIFICATION

I, Joshua M. King, declare as follows,

1. I am Chief Legal Officer at Plaintiff Avvo, Inc.

2. I have personal knowledge of the factual allegations set forth herein, and if called as a witness, could and would testify competently thereto.

3. I verify under penalty of perjury under the laws of the United States of America that I have read the foregoing Complaint, and that the facts alleged therein are true and correct to the best of my knowledge and belief.

Executed on 3/29/2016.

DocuSigned by:
Joshua M. King
5DAD54DFF4F44A7...

Joshua M. King