

Assigned for all purposes to: Burbank Courthouse, Judicial Officer: William Stewart

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8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF LOS ANGELES – NORTH CENTRAL DISTRICT

10 IDAN ASAYAG, an individual; and
11 ASAYAG BUILDERS, INC., a California
corporation,

12 Plaintiffs,

13 v.

14 GOOGLE LLC, a Delaware limited liability
company; and
15 DOE 1 through DOE 10, inclusive,

16 Defendants.

Case No.: 20BBCV00336
[UNLIMITED CIVIL CASE]

**REPRESENTATIVE COMPLAINT
FOR VIOLATION OF UNFAIR
COMPETITION LAW (BUSINESS AND
PROFESSIONS CODE § 17200) AND
CONSUMER LEGAL REMEDIES ACT,
(CIVIL CODE §§ 1750-1784)**

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1 Plaintiffs Idan Ayasag (“Mr. Asayag”) and Asayag Builders, Inc. (“Builders”) (collectively
2 “Plaintiffs”) allege as follows

3 I.

4 **PARTIES AND VENUE**

5 1. At all relevant times Mr. Asayag was an individual, a resident of North
6 Hollywood in the County of Los Angeles, State of California.

7 2. At all relevant times, Builders was a corporation organized and existing under the
8 laws of the State of California, with its principal place of business on La Maida Street, in North
9 Hollywood, California within the North Central District for the Los Angeles Superior Court.

10 3. Defendant Google LLC (“Google”) is a limited liability company organized under
11 the laws of the State of Delaware , with its principal place of business in Mountain View,
12 California, doing business in the County of Los Angeles, State of California.

13 4. Plaintiffs are informed and believe and based on such information and belief
14 allege that each of the fictitiously named defendants sued as Doe 1 through Doe 10, inclusive,
15 are individuals, corporations or other entities type unknown, which are in some manner
16 responsible or legally liable for the actions, events, transactions and circumstances alleged. The
17 true names, types and capacities of such fictitiously-named defendants are presently unknown to
18 Plaintiffs. Plaintiffs will seek leave of Court to amend this Complaint to assert the true names
19 and capacities of such fictitiously-named defendants once Plaintiffs ascertain them. For
20 convenience, each reference to Defendant shall refer to Google and such fictitiously-named
21 defendants collectively.

22 5. Plaintiffs are informed and believe and based on such information and belief
23 allege that in performing the acts alleged each of the Defendants was and is the agent, licensee,
24 employee, partner, joint venturer, co-conspirator, owner, principal, or employer of each
25 remaining Defendants. Plaintiffs further are informed and believe and based on such information
26 and belief allege that at all relevant times each defendant was acting within the course and scope
27 of that agency, license, partnership, employment, conspiracy, ownership, or joint venture.

28 Plaintiffs further are informed and believe and based on such information and belief allege that

1 the acts and conduct alleged of each of the Defendants were known to, authorized by, or ratified
2 by the other Defendants, and each of them.

3 6. Venue is proper in the North Central District of the Los Angeles Superior Court
4 as Google does business in this district, Plaintiffs reside in this district and the dispute arose in
5 this district.

6 **II.**

7 **BACKGROUND**

8 A. *Google terminated Plaintiffs but refused to refund Plaintiffs' money for 11*
9 *months*

10 7. This is a simple case that has three moving parts. Google could easily remedy all
11 three to not unfairly profit from each.

12 8. First, using a Google advertising platform called "Ad Words" designed, managed
13 and run by Google, over the course of approximately three years, Plaintiffs paid Google in
14 excess of \$35 million for advertising services intended to help Builder appear as high as possible
15 on Google search results, using terms Plaintiffs purchased from Google at auction. The process
16 generally works as follows: Plaintiffs would determine how much they would pay for each
17 "Google Search" using specified search terms, such as "kitchen remodel" as an example.

18 9. Each time a user of Google's internet search engine undertook a search using one
19 or more terms Plaintiffs had bid to use, Plaintiffs immediately paid Google the amount Plaintiffs
20 had bid for the right to use that search term, from payment sources Plaintiffs had set up in
21 advance with Google. In the period before Google cancelled Plaintiffs' account on January 9,
22 2019, Google collected far in excess of \$35 million from Plaintiffs for searches using terms
23 Plaintiffs had bid upon. Plaintiffs also had very substantial advances on deposit with Google to
24 pay for future searches using terms Plaintiffs had bid to use.

25 B. *Google violated the UCL and CLRA by keeping \$369,000.00 of plaintiffs'*
26 *money for 11 months despite promising to begin to refund it in a week.*

27 10. On January 9, 2019, without prior notice, with no reason given and with no prior
28 complaints about Plaintiffs, Google cancelled Plaintiffs' right to advertise on Google. A true and

1 correct copy of the January 9, 2019 email message cancelling Plaintiffs’ advertising account on
2 Google is attached as Exhibit A and incorporated by reference. Plaintiffs had done nothing
3 wrong. They had not received any complaints from Google about their advertising efforts, as
4 Plaintiffs paid Google tens of millions of dollars for searches by Google search engine users
5 using the key words for which Plaintiffs had agreed to pay Google a fixed price per search

6 11. On January 9, 2019, however, Google inexplicably cancelled Plaintiffs’ right to
7 advertise on Google as shown in Exhibit A. At that time, Google was holding \$369,000.00 in
8 Plaintiffs’ funds, that Plaintiffs had deposited with Google to pay for advertising. On January 14,
9 2019, Google sent Plaintiffs an email message, a true and correct copy of which is attached as
10 Exhibit B and incorporated by reference, in which Google promised to start to refund Plaintiffs’
11 money within one week. In making the promise in Exhibit B, Google was flatly lying.

12 12. After inexplicably cancelling Plaintiffs’ right to advertise on Google on January 9,
13 2019, and then lying to Plaintiffs when it promised to immediately begin refunding Plaintiffs’
14 money on January 14, 2019, and despite multiple written demands by Plaintiffs and their
15 lawyers for repayment of the money Google had admitted in writing that it owed Plaintiffs,
16 Google failed and refused to return Plaintiffs’ money until on or about November 12, 2019.

17 13. Plaintiffs’ made a series of written demands, to which Google answered with truly
18 nonsensical responses (excuses to the effect of “we cannot return the money we owe and
19 promised in writing to return because we cancelled your account and cannot give it back while
20 the account is cancelled”). The absurdity of Google’s position is demonstrated by Google’s
21 cancelling Plaintiffs’ account without reason, then days later falsely promising to immediately
22 refund Plaintiffs’ money but refusing to refund the money Google had already promised refund,
23 and nevertheless giving as justification that Google could not give back Plaintiffs nearly
24 \$400,000.00 it admitted that owed Plaintiffs was the nonsensical reason that Google because
25 Plaintiffs’ account was cancelled.

26 14. Google’s failure to return Plaintiff’s \$369,000.00 in unused funds for 11 months
27 was without any commercially reasonable purpose, it caused Plaintiffs very significant business
28 damages in that Plaintiffs was deprived of the use of those funds for another of Plaintiffs’ then-

1 profitable businesses of buying, remodeling, and reselling houses.

2 15. Google’s conduct in holding Plaintiffs’ money on such deceitful terms after lying
3 about intending to immediately return it was also willful, malicious, knowing and in reckless
4 disregard of Plaintiffs’ rights, given that Google admitted it owed the money and lied in
5 promising to return on the terms set forth in Exhibit B. This behavior was unfair competition
6 under the Unfair Competition Law (“UCL”), Business and Professions Code § 17200 *et seq.* The
7 deceptive and untrue statements and other behavior by Google in refusing to return the funds for
8 11 months was also a willful and malicious violation of the Consumer Legal Remedies Act
9 (“CLRA”), Civil Code §§ 1750-1784.

10 16. Google is a multinational technology company, headquartered in Mountain View,
11 California at its world-famous “Googleplex”. Google specializes in Internet-related services and
12 products, including online advertising technologies, a search engine, cloud-based computing,
13 software, and hardware. Google is considered one of the Big Four technology companies,
14 alongside Amazon, Apple, and Facebook. In 2015, Google announced plans to reorganize its
15 various interests into a conglomerate called Alphabet Inc. Google is Alphabet’s leading
16 subsidiary and will continue to be the umbrella company for Alphabet’s Internet interests. Upon
17 information and belief, Google generates over \$150 billion a year in advertising revenue. That
18 amount is larger than California’s tax revenues and is greater than the gross domestic product of
19 many developed countries, including Hungary.

20 17. According to Seotribunal.com, using numbers Google does not seem to dispute,
21 Google has 90.46% of the internet search engine market worldwide. Google receives millions of
22 searches per day on any given day. Google has a market value of approximately \$739 billion.

23 18. Upon information and belief, at least as of September 2018, an average internet
24 user conducts between 3 and 4 searches every single day. Because of its size and market share,
25 Google has near absolute monopoly power over access to information on the internet and is one
26 of the most powerful private entities on earth.

27 19. Upon information and belief, at least with respect to private entities, Google’s
28 power over access to information is unmatched in human history. “Googling” is often used as a

1 gerund and “Googling” is almost universally used to describe the act of searching the internet for
2 information.

3 20. Such universal recognition is something Google’s relatively tiny competitors like
4 Microsoft corporation’s search engine “Bing” can only dream of. As far as Plaintiffs are aware,
5 few internet users would ever say that they “Bing” something to find an answer. Even more
6 remarkably, the internet users who use Google’s internet search engine pay absolutely nothing
7 for the privilege of undertaking searches.

8 C. *Google’s hidden revenue model for “ad words” charges businesses for the*
9 *searches “googles” undertake for free.*

10 21. Upon information and belief, Google generates its nearly \$150 billion a year in
11 revenue without charging those undertaking searches using Google’s search engine and other
12 services, such as gmail electronic mail. Upon further information and belief, to generate that
13 staggering amount, Google uses a “hidden revenue” business model that generates revenue
14 without charging internet users undertaking internet searches using Google’s search engine.
15 Google does so by employing a business model that keeps the end-users using Google’s services
16 out of the equation.

17 22. In this model, as in other “hidden revenue” models (like many internet
18 applications or “apps”), users do not pay for the initial service or product offered. Rather than
19 having Google’s users pay for the searches, a substantial portion of Google’s revenue streams
20 come from advertising money spent by businesses bidding on keywords.

21 D. *The google ad words auction process.*

22 23. In order to generate the staggering revenues Google generates, Google employs
23 several marketing platforms to generate advertising revenues. Upon information and belief, in
24 one such platform, “Ad Words” Google auctions key words to businesses that pay a
25 predetermined price each time a search engine user uses a search term for which a business has
26 paid. Therefore, upon further information and belief, users of Google’s search engine using the
27 auctioned terms are directed to search results for businesses that contracted with Google to pay
28 Google each time the search term or terms chosen at auction are used in a search.

1 24. Plaintiffs designed various advertising campaigns to attract consumers interested
2 in Builder’s services. In these campaigns, Plaintiffs came up with various words and
3 combinations of words designed to attract users of Googler’s search engine searching for
4 services like those offered by Builder.

5 25. At auction, Google and Plaintiffs agree upon the price Google will charge
6 Plaintiffs each time users of Google’s search engine include search terms Plaintiffs have
7 successfully bid on in their campaigns. Google immediately charges Plaintiffs the agreed-upon
8 amount for each search including one or more search terms Plaintiffs agreed to pay a fixed
9 amount to use. Plaintiffs immediately paid Google for each “click” using a search terms
10 Plaintiffs agreed to pay Google to use

11 26. The words and word combinations chosen and bid on by Plaintiffs were intended
12 to harvest results for searches using those words and combinations that would cause Builder to
13 show up as high as possible within the Google searches using those terms.

14 27. Upon information and belief, while Plaintiffs paid Google different amounts at
15 different times to use various search terms, Plaintiffs frequently paid Google approximately
16 \$10.00 per click to use search terms Plaintiff had obtained from Google through auction.

17 E. *The retailer/bidder arrangement.*

18 28. Plaintiffs must agree to pay Google the agreed-upon amount each time a Google
19 search is run, using terms Plaintiffs have agreed to pay to use.

20 29. Google gets its money from Plaintiffs promptly, each time a search engine user
21 runs a search using one or more terms Plaintiffs have agreed to pay Google a set amount per
22 search to use. Conversely, Plaintiffs are paid once a search engine user clicks through the search
23 results obtained using Plaintiffs’ ad words and then hires Builder or another company that has
24 contacted to pay Plaintiffs for business that comes from the Google search engine results
25 harvested from searches with the words Plaintiffs have paid Google to use.

26 30. By way of example an example, a search engine user searching for builder
27 services, using terms Plaintiff had successfully bid on from Google, would be directed to a page
28 of search results where Builder’s advertisement would be at or near the top of the search results.

1 31. If the search engine user after “clicking through” the search results generated,
2 goes to Builder’s ad and hires Builder, Builder’s cost to Google for that particular search and
3 hundreds or even thousands more searches using the ad words Plaintiffs agreed to pay Google to
4 use may have been financially justified.

5 32. Plaintiffs were obligated to pay Google immediately pay, or almost immediately
6 pay Google, for each Google search using a term or terms Plaintiffs had successfully bid upon.
7 Therefore, Plaintiffs had to keep a source of ready payment on deposit with Google to pay for all
8 searches for which they had agreed to pay. In contrast, there was, of course, a substantial delay
9 between the time a Google search engine user used Plaintiffs search terms and when Plaintiffs
10 were paid. So, while Google got paid immediately, Plaintiffs had to wait a much longer period to
11 be paid.

12 33. Before Google cancelled Plaintiffs’ account on January 9, 2019, Plaintiffs had
13 spent more than \$35 million dollars advertising with Google.

14 F. *Google has violated the UCL and CLRA by knowingly, willfully, and deceptively*
15 *enriched itself and damaged Plaintiffs by refusing to remedy the known*
16 *problem of “fraudulent clicks,” although Google could easily do so.*

17 34. Plaintiffs advised Google in writing of the damage that third-parties could do and
18 did do by draining Plaintiffs’ advertising budget through the use of “false clicks,” where parties
19 with no interest in doing business with Plaintiffs used Plaintiffs’ search terms to run multiple
20 Google searches with absolutely no intention of purchasing Plaintiffs’ products or services.
21 Plaintiffs were charged by Google for such “false clicks” and Google pocketed the money it
22 charged Plaintiffs for such searches, knowing the searches damaged Plaintiffs. Google knew this
23 because Plaintiffs notified Google in writing of the problem on multiple occasions. Plaintiffs
24 believe that Google had no intention of fixing the problem, because each dollar charged to
25 Plaintiffs for false clicks went to Google, which unfairly, knowingly, and maliciously profited
26 from a problem which it could quickly and easily have fixed. Upon further information and
27 belief, Google refused to fix the problem because allowing it to remain unresolved generated
28 many additional millions of dollars for Google. Upon information and belief, Google has long

1 had actual knowledge of this practice but has not meaningfully addressed it since the practice is
2 both endemic and extremely profitable for Google.

3 35. Plaintiffs are informed and believe that such false clicks have cost Plaintiffs
4 millions of dollars that went straight into the pockets of Google, while Google was aware of the
5 problem, could easily have stopped it, and did nothing.

6 G. *Google purposely conceals some of the metrics by which it judges advertisers.*

7 36. Google provides advertisers with data that purportedly intended to help them
8 evaluate the effectiveness of their ad campaigns using search terms purchased from Google.
9 However, information that Google does not and will not provide is information that will help
10 advertisers forecast the expected “click through” rate, telling advertisers like Plaintiffs, who pay
11 millions for use of the search terms, the vitally important information regarding the percentage of
12 searchers who, after having run google searches with Plaintiffs’ ad terms, “click through” to
13 Plaintiffs’ ads. Google obviously knows this information but will not share it with the advertisers
14 who are pay millions for this vitally important information.

15 37. Google’s refusal to share this information which is, after all, what its advertisers
16 pay for, is unfair and deceptive in violation of the UCL and CLRA.

17 38. In sum, Google cancels or otherwise terminates advertisers like Plaintiffs without
18 rhyme or reason, willfully refuses to timely return advertiser funds, willfully and maliciously
19 fails to address the endemic problem of false clicks well known to Google, when it could easily
20 do so, and fails to share critical “click through” information with advertisers who pay its
21 staggering revenues. These practices violate both the UCL and the CLRA.

22 39. Google must be enjoined from: (i) holding money for extended periods that
23 “cancelled,” advertisers have deposited with Google; (ii) knowingly profiting from “false clicks”
24 that enrich Google, while begging its advertisers like Plaintiffs; and (iii) withholding
25 information from Google advertisers the very information they pay Google for, expected “click
26 throughs” to ads by Plaintiffs and other advertisers.

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III.

**FIRST CAUSE OF ACTION FOR RELIEF UNFAIR COMPETITION UNDER
BUSINESS AND PROFESSIONS CODE § 17200 et seq.**

(By All Plaintiffs Against All Defendants)

40. Plaintiffs incorporate and reallege as though set forth paragraphs 1 through 39 above. In undertaking the acts hereinabove alleged, including refusing to return Plaintiffs’ funds for more than 10 months, and failing and refusing to address the issue of false clicks, Google has committed unfair competition under the UCL, which prohibits unfair competition including any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.

41. As a result of Google’s unfair competition, Plaintiffs are entitled to preliminary and permanent injunctive relief, as well as restitution of all sums Google wrongfully took from Plaintiffs, as well as Plaintiffs’ attorney fees.

IV.

**SECOND CAUSE OF ACTION FOR VIOLATION OF CONSUMER LEGAL
REMEDIES ACT (CIVIL CODE §§ 1750-1784)**

(By All Plaintiffs Against All Defendants)

42. Plaintiffs incorporate and reallege as though set forth paragraphs 1 through 39 above.

43. In undertaking the acts hereinabove alleged, including refusing to return Plaintiffs’ funds for almost eleven months after promising to do so within days, and in failing and refusing to address the issue of false clicks, Google has violated the CRLA, including subdivision (a) of Civil Code § 1770, which prohibits:

- (1) Passing off goods or services as those of another.
- (2) Misrepresenting the source, sponsorship, approval, or certification of goods or services.
- (3) Misrepresenting the affiliation, connection, or association with, or certification by, another.

- 1 (4) Using deceptive representations or designations of geographic origin in
2 connection with goods or services
- 3 (5) Representing that goods or services have sponsorship, approval, characteristics,
4 ingredients, uses, benefits, or quantities that they do not have or that a person has
5 a sponsorship, approval, status, affiliation, or connection that the person does not
6 have.
- 7
- 8 (8) Disparaging the goods, services, or business of another by false or misleading
9 representation of fact.
- 10 44. In undertaking the acts in violation of the CRLA above and in damaging Plaintiffs
11 to Google’s own profit through knowingly profiting from “false clicks,” Google acted
12 knowingly, maliciously and wantonly, with a reckless disregard for Plaintiffs’ rights, entitling
13 Plaintiffs to punitive damages.

14 V.

15 **PRAYER FOR RELIEF**

- 16 A. As to Plaintiffs’ First Cause of Action:
- 17 1. For preliminary and permanent injunctive relief;
- 18 2. For restitution of the more than \$35 million in advertising money unfairly
19 and wrongfully taken from Plaintiffs under false pretense by Google; and
- 20 3. For attorney fees.
- 21 B. As to Plaintiffs’ Second Cause of Action:
- 22 1. For preliminary and permanent injunctive relief;
- 23 2. For general and special damages as proven at trial, but in excess of \$35
24 million;
- 25 3. For Punitive Damages in an amount to be determined; and
- 26 4. For attorney fees.
- 27 C. As to All Causes of Action:
- 28 1. For costs of suit; and

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2. For such other and further relief as the Court may deem just and proper.

Dated: May 21, 2020

The Rudd Law Firm

/s/ Christopher L. Rudd
Christopher L. Rudd
Attorneys for Plaintiffs Idan Asayag and Ayasag
Builders, Inc.

Exhibit A

Your Google Ads account was cancelled > Inbox x

Google Ads <ads-noreply@google.com>
to me

Mon, Jan 14, 4:30 PM ☆ ↶ ⋮

Your Customer ID: 471-866-8387
[Sign in](#)



Your Google Ads account was cancelled

Your account 471-866-8387 was cancelled on 1/14/19. Ads stop showing within 24 hours of account cancellations. Keep in mind that you'll still need to pay for any accrued costs in your account. If you have money left in your account, we'll refund it to your payment method within 4 weeks.

If you didn't request this cancellation, we recommend you check if the [cancellation was authorized](#).

If you'd like to reactivate your account, you can do so in [Google Ads](#). When you cancel your [Google Ads](#) account, your ads stop showing, but you're still able to access the account.

[SIGN IN](#)

Canceling your [Google Ads](#) account is different from deleting your [Google](#) account. Learn how to [reactivate your account](#).

The [Google Ads](#) Team

Exhibit B



Idan Asayag <idanas11@gmail.com>

1

Google Ads: You'll get a refund soon

2 messages

Google Payments <payments-noreply@google.com>
Reply-To: Google Payments <payments-noreply@google.com>
To: idanas11@gmail.com

Mon, Jan 14, 2019 at 4:30 PM



You'll get a refund soon

A refund from your Google Ads payments account 471-866-8387 will be available soon. If you made payments with more than one payment method, your refund might be split among them.

We'll issue the following refund(s):

- Approximately **\$7,000.00** to your **American Express** •••• **1003** within **one week**.
- Approximately **\$6,000.00** to your **American Express** •••• **1006** within **one week**.
- Approximately **\$5,000.00** to your **American Express** •••• **1006** within **one week**.
- Approximately **\$25,000.00** to your **American Express** •••• **1003** within **one week**.
- Approximately **\$50,000.00** to your **American Express** •••• **1003** within **one week**.
- Approximately **\$15,000.00** to your **American Express** •••• **1006** within **one week**.
- Approximately **\$56,000.00** to your **American Express** •••• **1003** within **one week**.
- Approximately **\$56,000.00** to your **American Express** •••• **1003** within **one week**.
- Approximately **\$38,000.00** to your **American Express** •••• **1003** within **one week**.

- Approximately **\$38,000.00** to your **American Express** ••••**1003** within **one week**.
- Approximately **\$38,000.00** to your **American Express** ••••**1003** within **one week**.
- Approximately **\$18,000.00** to your **American Express** ••••**1006** within **one week**.
- Approximately **\$8,000.00** to your **American Express** ••••**1006** within **one week**.
- Approximately **\$5,000.00** to your **American Express** ••••**1006** within **one week**.
- Approximately **\$3,000.00** to your **American Express** ••••**1006** within **one week**.
- Approximately **\$1,000.00** to your **American Express** ••••**1006** within **one week**.

Your refund may be less if you've purchased something or used additional services since we reviewed our records.

[HELP CENTER](#)

[CONTACT US](#)

Google Ads customer ID: 471-866-8387 | Payments profile ID: 9271-7505-0938

Google LLC [1600 Amphitheatre Parkway, Mountain View, CA 94043](#)

To stop receiving email about this payments profile, you can [unsubscribe](#).

You have received this mandatory service announcement to update you about important changes to Google Ads or your account.



Idan Asayag <idanas11@gmail.com>
To: Google Payments <payments-noreply@google.com>

Sun, Mar 31, 2019 at 8:24 PM

Hi,
My name is IDAN ASAYAG Google Ads customer ID: 471-866-8387 | Payments profile ID: 9271-7505-0938
I cancel my account on 01/14/19 , you guys sent me this Email above saying that I will get a Refund in a week.
I never got any Refund to my account.
I tried to contact costumer service a few times by phone with no help from every one to get any answer because the account is suspended and by the way even the rep on the phone hung up on my face twice (i have the calls recorded as well)
I tried to Email you guys a few times as well, explaining that I have my account with a POSITIVE balance and I like to get a refund ASAP
because its bean more than 12 weeks now and I cant get any answer from you guys.
Its a lot of money that I'm talking about and I need it ASAP
hopefully this is the last time i need to email you guys my requests cause next time gonna be thru my lawyer.
you can Email me back to this Email or CALL me to (214) 949-7373
[Quoted text hidden]