

ELLEN K. BERZ
CIRCUIT COURT, BR. 11

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

DANE COUNTY

2013 JUN 10 PM 3:24

STATE OF WISCONSIN,
17 West Main Street
P.O. Box 7857
Madison, WI 53707-7857,

CIRCUIT COURT
DANE COUNTY, WI

COPY

Plaintiff,

v.

Case No. 13-CX-10

EYAL Y. YECHEZKELL,
144 Oxford Drive
Tenafly, New Jersey 07670,

Complex Forfeiture: 30109

ITAI Y. KATHEIN,
10983 Blackhawk Street
Plantation, FL 33324,

EMAIL DISCOUNT NETWORK LLC,
a Nevada limited liability company,
701 North Green Valley Parkway, Suite 200
Henderson, NV 89074,

INTELICOM MESSAGING LLC,
a Nevada limited liability company,
701 North Green Valley Parkway, Suite 200
Henderson, NV 89074,

ENHANCED SERVICES BILLING, INC.,
a Delaware corporation,
7411 John Smith Drive, Suite 1500
San Antonio, TX 78229,

THE BILLING RESOURCE, LLC,
a Delaware corporation,
302 Enzo Drive, Suite 162
San Jose, CA 95138,

THIS IS AN AUTHENTICATED COPY OF THE
ORIGINAL DOCUMENT FILED WITH THE DANE
COUNTY CLERK OF CIRCUIT COURT.

CARLO ESQUEDA
CLERK OF CIRCUIT COURT

ILD CORP.,
a Delaware corporation,
5000 Sawgrass Village Circle, Suite 30
Ponte Vedra Beach, FL 32082,

Defendants.

COMPLAINT

The State of Wisconsin, by its attorneys, J.B. Van Hollen, Attorney General, and Assistant Attorneys General Gwendolyn J. Cooley and Phillip D. Ferris, on behalf of the Wisconsin Department of Justice and the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), brings this action against Defendants named above and alleges as follows:

COMPLAINT SUMMARY

1. This lawsuit alleges that collectively Defendants placed unauthorized charges on thousands of telephone bills of Wisconsin consumers, for services the consumers did not order. Many of the charges may have resulted from consumers visiting online sites for discount coupons, sweepstakes or merchandise. The State alleges that Defendants’ conduct violated Wisconsin consumer protection laws, and seeks restitution for injured Wisconsin consumers, as well as forfeitures, injunctive relief, and recovery of the State’s costs of investigating and prosecuting this case.

2. Snackable Media LLC (“Snackable Media”), through a network of controlled companies, sold a variety of services to Wisconsin consumers, such as email and voicemail services, along with “personalized savings” such as discounts, special

deals, and bargain alerts. Those controlled companies include Defendant Email Discount Network LLC (“Email Discount Network”), Email Discounts LLC (“Email Discounts”), Defendant Intelicom Messaging LLC (“Intelicom Messaging”), Douglas-Lambert Laboratories LLC (“Douglas-Lambert Laboratories”) d/b/a Orbit Telecom, Residential Email LLC (“Residential Email”) and Voicemail Direct USA LLC (“Voicemail Direct”).

3. Snackable Media’s controlled companies obtained their Wisconsin customers by various means of online marketing. This typically occurred while customers were in the process of registering online for third party offers such as discount coupons, sweepstakes, or merchandise.

4. To collect money from Wisconsin customers, Snackable Media or its controlled companies entered into agreements with one or more billing aggregators, including Defendants Enhanced Services Billing, Inc. (“Enhanced Services Billing”), The Billing Resource, LLC (“The Billing Resource”), and/or ILD Corp. (“ILD”), which, through arrangements with local telephone companies, had the ability to place charges on customers’ telephone bills.

5. As a result, many Wisconsin customers’ telephone bills contained charges for services they did not agree to purchase and did not affirmatively order from Snackable Media or its controlled companies.

6. Many Wisconsin customers have denied viewing Snackable Media’s or its controlled companies’ offers or electing to purchase the Snackable Media’s affiliated/controlled companies’ services.

7. The Defendants were well aware of consumers' claims of unauthorized billing, as evidenced by the substantial proportion of charges by Snackable Media's various controlled entities which have been refunded, adjusted or credited back to Wisconsin customers.

8. Numerous customers have complained to DATCP that they were improperly charged for services they did not agree to purchase or did not affirmatively order, in violation of Wisconsin law.

JURISDICTION AND VENUE

9. This action is brought pursuant to Wis. Stat. § 100.195(5m)(c) to permanently enjoin and restrain violations of Wis. Stat. § 100.195(2) and to recover pecuniary losses suffered by Wisconsin consumers from those violations. Further, this action is brought pursuant to Wis. Stat. § 100.195(5m)(d) to obtain civil forfeitures for the violation of Wis. Stat. § 100.195(2).

10. In the alternative, this action is brought pursuant to Wis. Stat. §§ 100.207(6)(b) and 100.20(6) to permanently enjoin and restrain violations of Wis. Stat. §§ 100.207(2) and (3)(a) and Wis. Admin. Code ch. ATCP 123, respectively, and to recover pecuniary losses suffered by Wisconsin customers or consumers. Further, this action is brought pursuant to Wis. Stat. §§ 100.207(6)(c) and 100.26(6) to obtain civil forfeitures for the violation of Wis. Stat. §§ 100.207(2) and (3)(a) and Wis. Admin. Code ch. ATCP 123, respectively.

11. Pursuant to Wis. Stat. § 801.50(2)(a), venue for this action properly lies in Dane County, Wisconsin, as certain violations alleged herein occurred in Dane County, Wisconsin.

PARTIES

12. Plaintiff, State of Wisconsin, is a sovereign state of the United States of America, with its principal offices at the State Capitol in Madison, Wisconsin.

A. Billing Aggregators

13. Defendant Enhanced Services Billing is a Delaware corporation with its principal office located at 7411 John Smith Drive, Suite 1500, San Antonio, Texas 78229. Enhanced Services Billing operated and acted as a billing aggregator for Defendant Email Discount Network, Email Discounts, Defendant Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, and Residential Email for periods of time relevant to the allegations in this matter.

14. Defendant The Billing Resource is a Delaware corporation with its principal office located at 302 Enzo Drive, Suite 162, San Jose, California 95138. The Billing Resource operated and acted as a billing aggregator for Defendants Email Discount Network and Intelicom Messaging for periods of time relevant to the allegations in this matter.

15. Defendant ILD is a Delaware corporation with its principal place of business located at 5000 Sawgrass Village Circle, Suite 30, Ponte Vedra Beach, Florida 32082. ILD operated and acted as a billing aggregator for Voicemail Direct with respect to the allegations in this matter.

B. Snackable Defendants

16. Defendant Eyal Y. Yechezkel, upon information and belief, presently resides at 144 Oxford Drive, Tenafly, New Jersey 07670, and was the co-founder, Chief Executive Officer, and a managing member of Snackable Media. At all times material to this Complaint, Mr. Yechezkel had actual or constructive knowledge of and formulated, directed, controlled and/or participated in or was in a position to formulate, direct, control and/or participate in the alleged unlawful acts and practices of Snackable Media and the companies controlled by Snackable Media, or for which Snackable Media was the manager or managing member under the name NextWeb Media LLC (“NextWeb Media”) or, upon information and belief, NextWeb Media, including, without limitation, Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct.

17. Defendant Itai Y. Kathein, upon information and belief, presently resides at 10983 Blackhawk Street, Plantation, Florida 33324, and was co-founder, President, and a managing member of Snackable Media. At all times material to this Complaint, Mr. Kathein had actual or constructive knowledge of and formulated, directed, controlled and/or participated in or was in a position to formulate, direct, control and/or participate in the alleged unlawful acts and practices of Snackable Media and the companies controlled by Snackable Media or for which Snackable Media was the manager or managing member under the name NextWeb Media or, upon information and belief, NextWeb Media, including, without limitation, Email Discount Network, Email

Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct.

18. Snackable Media f/k/a NextWeb Media, was a Nevada limited liability company with its principal address at 8201 Peters Road, Suite 2400, Plantation, Florida 33324. Snackable Media was dissolved by a managing member, Defendant Yechezkell, on or about September 18, 2012.

19. Snackable Media, through entities it controlled, sold such products and/or services as email services and voicemail services.

20. Defendant Email Discount Network is a Nevada limited liability company with its last known headquarters at 701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074. Email Discount Network's manager is listed as NextWeb Media, which, upon information and belief, was Snackable Media prior to its dissolution.

21. Email Discounts was a Nevada limited liability company with its last known mailing address at 701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074. Email Discounts' managing member was NextWeb Media, which, upon information and belief, was Snackable Media prior to its dissolution. Email Discounts was dissolved by Defendant Yechezkell on or about May 7, 2012. New Articles of Organization were filed with the Nevada Secretary of State for an entity named Email Discounts on or about October 8, 2012. The managing members of that new limited liability company are presently Mr. Kathein and Mr. Yechezkell.

22. Defendant Intelicom Messaging is a Nevada limited liability company with its last known headquarters located at 701 North Green Valley Parkway, Suite 200,

Henderson, Nevada 89074. Intelicom Messaging's managing member is listed as NextWeb Media, which, upon information and belief, was formerly Snackable Media prior to its dissolution.

23. Douglas-Lambert Laboratories was a Nevada limited liability company. It did business as Orbit Telecom, with its last known headquarters at 701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074. Prior to its dissolution on or about May 7, 2012, its managing member was NextWeb Media, which upon information and belief was Snackable Media prior to its dissolution. The Articles of Dissolution were signed by Defendant Yechezkel. On September 24, 2012, new Articles of Organization were filed with the Nevada Secretary of State creating a limited liability company named Douglas-Lambert Laboratories. Its managing member is presently Mr. Yechezkel. Douglas-Lambert Laboratories will hereinafter also be referred to as "Orbit Telecom."

24. Residential Email was a Nevada limited liability company. Its last known mailing address was 701 North Green Valley Parkway, Suite 200, Henderson, Nevada 89074. Residential Email's managing member prior to its dissolution on May 7, 2012, was NextWeb Media, which upon information and belief was Snackable Media prior to its dissolution. The Articles of Dissolution were signed by Defendant Yechezkel. New Articles of Organization were filed with the Nevada Secretary of State for a limited liability company named Residential Email on or about September 24, 2012. Its managing member is presently Mr. Yechezkel.

25. Voice Mail Direct was a Nevada limited liability company. Its managing member was NextWeb Media a/k/a Snackable Media. Voice Mail Direct merged with

Intelicom Messaging on or about March 30, 2010, which became Defendant Intelicom Messaging. As the merged corporation, Defendant Intelicom Messaging is liable for the conduct of Voice Mail Direct.

26. At all times material to this Complaint, Snackable Media, Mr. Yechezkell and Mr. Kathein, had actual or constructive knowledge of and formulated, directed, controlled, and/or participated in or were in a position to formulate, direct, control and/or participate in the alleged unlawful acts and practices of Snackable Media, Defendant Email Discount Network, Email Discounts, Defendant Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct n/k/a Intelicom Messaging.

27. For the purposes of this Complaint, unless otherwise noted, references to "Snackable" hereafter includes Defendant Yechezkell, Defendant Kathein, Snackable Media f/k/a NextWeb Media, Defendant Email Discount Network, Email Discounts, Defendant Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct.

DEFENDANTS' CONDUCT AT ISSUE

I. Billing Aggregators

28. A billing aggregator is a company that acts as a billing and collection agent for numerous service providers, including providers of telecommunication services or other services. A billing aggregator, among other things, functions as an intermediary between local telephone companies (local exchange companies) and other commercial operations that use telephone billing to obtain payments from consumers/customers.

A. Enhanced Services Billing

29. Enhanced Services Billing is a billing aggregator.

30. Enhanced Services Billing has had contractual relationships with various local exchange carriers doing business in Wisconsin, including, without limitation, at one time Ameritech Wisconsin, and Wisconsin Bell, Inc. ("Wisconsin Bell") d/b/a AT&T Wisconsin. Pursuant to those relationships, Enhanced Services Billing has provided local exchange carriers with billing information related to charges for either telecommunication services or other services purportedly ordered by the local exchange carrier subscribers.

31. Enhanced Services Billing also had contractual relationships with providers of telecommunications services or other services, including, without limitation, Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, and Residential Email.

32. Under those contracts, Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, and Residential Email submitted billing information to Enhanced Services Billing, and Enhanced Services Billing, through its arrangement with the local exchange carriers, arranged to have charges placed on customers' telephone bills.

33. Under Enhanced Services Billing's contracts with providers of telecommunications or other services, Enhanced Services Billing fielded calls from the provider's customers inquiring or complaining about the charges on the customer's telephone bill, and adjusted and resolved disputes.

34. Under an addendum to Enhanced Services Billing's contracts with providers, the provider was allowed to field calls from customers inquiring or complaining about the charges on the customer's telephone bill. In that situation where the provider had calls from customers transferred from Enhanced Services Billing to the provider regarding inquiries or complaints about charges, Enhanced Services Billing reserved the right to monitor or handle calls and to terminate that addendum if, in its sole discretion, the provider was not in compliance with Enhanced Services Billing's or the local exchange carrier's customer service requirements.

35. Enhanced Services Billing entered into a contract in October 2007 with Email Discount Network, under which Enhanced Services Billing was authorized, among other things, to place Email Discount Network's charges on Email Discount Network's customers' local telephone bills.

36. Enhanced Services Billing entered into a contract in October 2005 with Email Discounts, under which Enhanced Services Billing was authorized, among other things, to place Email Discounts' charges on Email Discounts' customers' local telephone bills.

37. Enhanced Services Billing entered into a contract in October 2007 with Intelicom Messaging, under which Enhanced Services Billing was authorized, among other things, to place Intelicom Messaging's charges on Intelicom Messaging's customers' local telephone bills.

38. Enhanced Services Billing entered into a contract in December 2003 with Douglas-Lambert Laboratories d/b/a Orbit Telecom, under which Enhanced Services

Billing was authorized, among other things, to place Orbit Telecom's charges on Orbit Telecom's customers' local telephone bills.

39. Enhanced Services Billing entered into a contract in May 2005 with Residential Email, under which Enhanced Services Billing was authorized, among other things, to place Residential Email's charges on Residential Email's customers' local telephone bills.

40. In providing billing and collection services to Defendant Email Discount Network, Email Discounts, Defendant Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Enhanced Services Billing was acting as the agent of those entities with respect to those services.

B. The Billing Resource

41. The Billing Resource is a billing aggregator.

42. The Billing Resource has had contractual relationships with various local exchange carriers doing business in Wisconsin, including, without limitation, Wisconsin Bell d/b/a AT&T Wisconsin. Pursuant to those relationships, The Billing Resource has provided local exchange carriers with billing information related to charges for either telecommunication services or other services purportedly ordered by the local exchange carrier subscribers.

43. The Billing Resource also has had agreements with providers of telecommunications services or other services, including, without limitation, Email Discount Network and Intelicom Messaging.

44. Under those agreements, Email Discount Network and Intelicom Messaging submitted billing information to The Billing Resource, and The Billing Resource, through its arrangement with the local exchange carriers, arranged to have their respective charges placed on their respective customers' telephone bills.

45. Upon information and belief, The Billing Resource fielded calls from at least some of the providers' customers inquiring or complaining about the charges on the customer's telephone bill, and either adjusted and resolved disputes or was otherwise aware that adjustments were being made.

46. The Billing Resource had an agreement with Email Discount Network by October 2008, under which The Billing Resource was authorized, among other things, to place Email Discount Network's charges on Email Discount Network's customers' local telephone bills.

47. The Billing Resource had an agreement with Intelicom Messaging by October 2008, under which The Billing Resource was authorized, among other things, to place Intelicom Messaging's charges on Intelicom Messaging's customers' local telephone bills.

48. In providing billing and collection services to Defendants Email Discount Network and Intelicom Messaging, The Billing Resource was acting as the agent of those entities with respect to those services.

C. ILD

49. ILD is a billing aggregator.

50. ILD has had contractual relationships with various local exchange carriers doing business in Wisconsin, including, without limitation, Wisconsin Bell d/b/a SBC Wisconsin and Wisconsin Bell d/b/a AT&T Wisconsin. Pursuant to those relationships, ILD has provided local exchange carriers with billing information related to charges for either telecommunication services or other services purportedly ordered by the local exchange carrier subscribers.

51. ILD also had agreements with providers of telecommunications services or other services, including, without limitation, Voicemail Direct.

52. Under its agreement with Voicemail Direct, upon information and belief, Voicemail Direct submitted billing information to ILD, and ILD, through its arrangement with the local exchange carriers, arranged to have Voicemail Direct's charges placed on its customers' telephone bills.

53. Upon information and belief, ILD's agreements with providers also authorized ILD to field calls from the provider's customers' inquiring or complaining about the charges on the customer's telephone bill, and to adjust and resolve disputes.

54. By February 2005, ILD had a contract in with Voicemail Direct, under which ILD was authorized, among other things to place Voicemail Direct's charges on Voicemail Direct's customers' local telephone bills.

55. In providing billing and collection services to Voicemail Direct, ILD was acting as the agent of Voicemail Direct with respect to those services.

II. Snackable Defendants and Controlled Entities

A. Email Discount Network

56. According to its website, Defendant Email Discount Network offered an email service and “personalized savings,” including personalized newsletters with time-sensitive discounts, special deals and bargain alerts.

57. Email Discount Network’s email service was primarily marketed on the Internet, and Email Discount Network charged \$12.95 or \$14.95, plus tax, per month for its service, which charge was placed, via a billing aggregator, on the subscriber’s telephone bill.

58. Email Discount Network allegedly obtained from the sign-up process an electronic document/file it refers to as a letter of authorization that contains such information as the customer name and address, telephone number, date of birth, city of birth, email address, sign-up website and the IP address for the subscriber’s computer.

59. Many Wisconsin consumers/customers were billed by Email Discount Network and Enhanced Services Billing, The Billing Resource or another billing aggregator on their telephone bill for services they did not agree to purchase and did not affirmatively order.

60. For example, one Wisconsin resident complained she received an unauthorized charge on her telephone bill in 2009 for \$15.76 (which was actually for \$15.78). The billing aggregator was Enhanced Services Billing and the unauthorized bill was for Email Discount Networks. A “letter of authorization” provided to DATCP by counsel for Email Discount Network indicated that “Mona Lisa” whose address was “412

s. new york av., Milwaukee, WI 53207” apparently signed up for the Email Discount Network service. The complaining resident’s name was not “Mona Lisa” and her address was not on South New York Avenue. In addition, the letter of authorization had her birth date wrong as well as her email address.

61. From approximately mid-October 2007 to the end of September 2008, Enhanced Services Billing was the exclusive billing aggregator for Email Discount Network.

62. Upon information and belief, from October 2008 until approximately the end of March 2010, Enhanced Services Billing was the primary billing aggregator for Email Discount Network. During that period The Billing Resource also provided a limited amount of billing aggregator services to Email Discount Network.

63. Upon information and belief, from April 2010 through October 2010, both Enhanced Services Billing and The Billing Resource acted as billing aggregators for Email Discount Network.

64. Based on information received from Snackable Media and its controlled companies, from approximately May 2005 through some point in October 2010, Email Discount Network, via Enhanced Services Billing, The Billing Resource or another billing aggregator, billed to Wisconsin customers’ telephone numbers a total of approximately \$1,050,000.00 for Email Discount Network’s service.

65. During that same time period, the total amount refunded, adjusted or credited back to Wisconsin customers by Snackable or Email Discount Network, the billing aggregators or the local exchange carriers for Email Discount Network’s service

was approximately \$250,000.00. Thus, during that period approximately 24% of all charges were refunded, adjusted or credited back to Wisconsin customers.

66. Based on information received from Snackable Media and its controlled companies, from November 2007 to the end of September 2008, when Enhanced Services Billing was the exclusive billing aggregator for Email Discount Network, Email Discount Network billed, via Enhanced Services Billing, on Wisconsin customers' telephone numbers a total of approximately \$76,300.00. During that same period the total amount refunded, adjusted or credited back to Wisconsin customers was approximately \$17,100.00. Thus, during that period approximately 22% of all charges were refunded, adjusted or credited back to Wisconsin customers.

67. Based on information received from Snackable Media and its controlled companies, from October 2008 to the end of March 2010, Email Discount Network, via Enhanced Services Billing or Billing Resources, billed to Wisconsin customers' telephone numbers a total of approximately \$320,000.00. During that same period the total amount refunded, adjusted or credited back to Wisconsin customers was approximately \$115,000.00. Thus, during that period approximately 35% of all charges were refunded, adjusted or credited back to Wisconsin customers.

68. Based on information received from Snackable Media and its controlled companies, from April 2010 to some point in October 2010, Email Discount Network, via Enhanced Services Billing or Billing Resources, billed to Wisconsin customers' telephone numbers a total of approximately \$240,200.00. During that same period the total amount refunded, adjusted or credited back to Wisconsin customers was

approximately \$22,800.00. Thus, during that period approximately 9.5% of all charges were refunded, adjusted or credited back to Wisconsin customers.

69. During the periods that they were acting as billing aggregators, Enhanced Services Billing and The Billing Resource knew or should have known of the deceptive or unauthorized nature of the billing information they were receiving from Email Discount Network given the amount of refunds, adjustments and credits issued back to Wisconsin customers.

70. Upon information and belief, an additional substantial number of Wisconsin telephone customers, whom defendants Email Discount Network and Enhanced Services Billing, The Billing Resource or another billing aggregator billed, but who did not receive refunds or credits, never agreed to purchase and did not affirmatively order that service for which they were billed.

B. Email Discounts

71. According to its website, Email Discounts offered an email service that included cash back on purchases from certain stores, and discount coupons plus exclusive deals from participating retailers.

72. Email Discounts charged \$12.95 or \$14.95 plus tax, per month, which charge was placed, via Enhanced Services Billing, its billing aggregator, on the subscriber's telephone bill.

73. Email Discounts claims to have obtained an electronic document it refers to as a letter of authorization which contains such information as customer name and address, telephone number, mother's maiden name, date of birth, email address, sign-up

date, sign-up website and the IP address from the customer when he or she signs up to receive the services from Email Discounts.

74. Many Wisconsin consumers/customers were billed by Email Discounts and Enhanced Services Billing, its billing aggregator, on their telephone bill for services they did not agree to purchase and did not affirmatively order.

75. For example, one Wisconsin resident who received a telephone bill in August 2009 found an unauthorized charge for \$15.77 for Email Discounts services, where Enhanced Services Billing was the billing aggregator. According to a complaint filed with DATCP, the telephone customer disputed the charge. After further investigation, the customer discovered that he had been billed for five months. Further, as to the alleged "letter of authorization" obtained by Email Discounts upon the alleged sign-up, the customer told DATCP that both the date and city of birth were wrong and that he had never heard of the website where he supposedly signed up for the service.

76. Based on information received from Snackable Media and its controlled companies, from approximately the end of December 2005, through sometime in October 2010, Email Discounts, via Enhanced Services Billing, the billing aggregator, billed to Wisconsin customers' telephone numbers a total of approximately \$1,050,000.00 for Email Discounts' service.

77. Based on information received from Snackable Media and its controlled companies, during that same period the total amount refunded, adjusted or credited back to Wisconsin customers by Snackable Media or Email Discounts, the billing aggregator or the local exchange carrier for Email Discounts' service, was approximately

\$320,000.00. Thus, during that period, approximately 30% of all charges were refunded, adjusted or credited back to Wisconsin customers.

78. During the period it was acting as the billing aggregator, Enhanced Services Billing knew or should have known of the deceptive or unauthorized nature of the billing information it was receiving for Wisconsin Email Discounts subscriber charges from Email Discounts given the amount of refunds, adjustments and credits issued back to Wisconsin customers.

79. Upon information and belief, an additional substantial number of Wisconsin telephone customers, whom defendants Email Discounts and Enhanced Services Billing billed, but who did not receive refunds or credits, never agreed to purchase and did not affirmatively order that service for which they were billed.

C. Intelicom Messaging

80. According to its website, Defendant Intelicom Messaging offered a voicemail service.

81. Intelicom Messaging billed for the voicemail service \$12.95 or \$14.95, plus tax, per month, which charge was placed, via a billing aggregator, on the subscriber's telephone bill.

82. Intelicom Messaging claims it obtains from the sign up process an electronic document it refers to as a letter of authorization information which contains such information as customer name and address, telephone number, date of birth, city of birth, email address, order date, sign-up website and the computer IP address.

83. Many Wisconsin consumers/customers were billed by Intelicom Messaging and Enhanced Services Billing, The Billing Resource or another billing aggregator on their telephone bill for services they did not agree to purchase and did not affirmatively order.

84. For example, one Wisconsin resident received a phone bill in 2008 from AT&T which included an unauthorized billed charge of \$15.77, via Enhanced Services Billing for Intelicom Messaging. As described in her complaint to DATCP, that Wisconsin resident took an online quiz and, in order to receive the score, her name, address and phone number were requested. The Wisconsin resident clicked on the "terms" link and read that she would be billed \$14.95 per month for voicemail services. The Wisconsin resident reported that she suspected a scam, did not click the accept or submit button and closed her web browser. The next day she received an account activation email. She did not click the link to cancel thinking that would activate an account. The Wisconsin resident did not pay the Intelicom Messaging charge when it appeared on her subsequent month's phone bill.

85. Another Wisconsin resident received an invoice in 2009 from AT&T indicating a charge for \$15.77 via Enhanced Services Billing for Intelicom Messaging voicemail service. That resident never purchased or ordered this service. When the alleged "Letter of Authorization Information" was reviewed by the Wisconsin resident, she noted that her email address, city of birth and date of birth were wrong, and that she did not sign up as indicated by the sign-up date, website or IP address listed on that "Letter of Authorization Information."

86. Upon information and belief, from approximately mid-October 2007 to the end of September 2008, Enhanced Services Billing was the exclusive billing aggregator for Intelicom Messaging.

87. Upon information and belief, from October 2008 until sometime near the end of 2009 or beginning of 2010, Enhanced Services Billing was the primary billing aggregator for Intelicom Messaging. During that period The Billing Resource also provided a limited amount of billing aggregator services to Intelicom Messaging.

88. Upon information and belief, from approximately February 2010 through October 2010, both Enhanced Services Billing and The Billing Resource acted as billing aggregators for Intelicom Messaging.

89. Based on information received from Snackable Media and its controlled companies, from approximately January 2005 through approximately October 2010, Intelicom Messaging, via either Enhanced Services Billing, The Billing Resource or another billing aggregator, billed on Wisconsin customers' telephone invoices approximately \$990,000.00 for Intelicom Messaging's service.

90. Based on information received from Snackable Media and its controlled companies, during that same period the total amount refunded, adjusted or credited back to Wisconsin customers by Snackable or Intelicom Messaging, the billing aggregators or the local exchange carriers for Intelicom Messaging's service was approximately \$250,000.00. Thus, during that period, over 25% of all charges were refunded, adjusted or credited back to Wisconsin customers.

91. Based on information received from Snackable Media and its controlled companies, from November 2007 to the end of September 2008, Intelicom Messaging, via Enhanced Services Billing, billed to Wisconsin customers' telephone numbers a total of approximately \$187,440.00. During that same period the total amount refunded, adjusted or credited back to Wisconsin customers was approximately \$57,250.00. Thus, during that period approximately 30% of all charges were refunded, adjusted or credited back to Wisconsin customers.

92. Based on information received from Snackable Media and its controlled companies, from October 2008 to January 2010, Intelicom Messaging, via Enhanced Services Billing or Billing Resources, billed to Wisconsin customers' telephone numbers a total of approximately \$310,880.00. During that same period the total amount refunded, adjusted or credited back to Wisconsin customers was approximately \$106,080.00. Thus, during that period, approximately 34% of all charges were refunded, adjusted or credited back to Wisconsin customers.

93. Based on information received from Snackable Media and its controlled companies, from February 2010 to some point in October 2010, Intelicom Messaging, via Enhanced Services Billing or Billing Resources, billed to Wisconsin customers' telephone numbers a total of approximately \$149,570.00. During that same period the total amount refunded, adjusted or credited back to Wisconsin customers was approximately \$14,420.00. Thus, during that period, approximately 9.6% of all charges were refunded, adjusted or credited back to Wisconsin customers.

94. During the periods that they were acting as billing aggregators, Enhanced Services Billing and The Billing Resource knew or should have known of the deceptive or unauthorized nature of the billing information they were receiving from Intelicom Messaging given the amount of refunds, adjustments and credits issued back to Wisconsin customers.

95. Upon information and belief, an additional substantial number of Wisconsin telephone customers, whom defendants Intelicom Messaging and Enhanced Services Billing, The Billing Resource or another billing aggregator billed, but who did not receive refunds or credits, never agreed to purchase and did not affirmatively order that service for which they were billed.

D. Douglas-Lambert Laboratories d/b/a Orbit Telecom

96. According to its website, Orbit Telecom (d/b/a Douglas-Lambert Laboratories) offered a voicemail service.

97. Orbit Telecom's voicemail service was primarily marketed on the Internet. Orbit Telecom billed for its service \$12.95 or \$14.95, plus tax, per month, which charge was placed, via Enhanced Services Billing, its billing aggregator, on the subscriber's telephone bill.

98. Upon information and belief Orbit Telecom obtains from the sign-up process an electronic document it refers to as a letter of authorization information which contains such information as the customer's name and address, telephone number, date of birth, mother's maiden name, email address, order date, sign-up website and computer IP address.

99. Many Wisconsin consumers/customers were charged by Orbit Telecom and Enhanced Services Billing on their telephone bill for services they did not agree to purchase and did not affirmatively order.

100. One Wisconsin resident complained that he went online to pay his AT&T bill and found that a company called Orbit Telecom had instructed AT&T to charge him for something called VMail. He sent an email to AT&T to tell them he did not give this company permission to bill his account with them. He stated he never heard of the company and had never allowed other services to be charged to his phone account other than local/long distance charges. He states he paid the AT&T portion of the phone bill but did not pay for the Orbit Telecom services. Ultimately Orbit Telecom refunded an aggregate amount of \$29.90, which was the total amount billed to the Wisconsin resident's telephone number.

101. Based on information received from Snackable Media and its controlled companies, from approximately January 2005 through approximately October 2010, Orbit Telecom, via Enhanced Services Billing as the billing aggregator, billed on Wisconsin customers' local exchange carrier telephone invoices a total of approximately \$1,250,000.00 for Orbit Telecom's service.

102. Based on information received from Snackable Media and its controlled companies, from approximately January 2005 through approximately October 2010, the total amount refunded, adjusted or credited back to Wisconsin customers by Snackable/Orbit Telecom, Enhanced Services Billing, or the local exchange carrier for Orbit Telecom's service was approximately \$380,000.00. Thus, during that period,

approximately 30% of all charges were refunded, adjusted or credited back to Wisconsin customers.

103. During the period it was acting as the billing aggregator, Enhanced Services Billing knew or should have known of the deceptive or unauthorized nature of the billing information it received from Orbit Telecom given the amount of refunds, adjustments and credits issued back to Wisconsin customers.

104. Upon information and belief, an additional substantial number of Wisconsin telephone customers whom defendants Orbit Telecom and Enhanced Services Billing billed, but who did not receive refunds or credits, never agreed to purchase and did not affirmatively order that service for which they were billed.

E. Residential Email

105. According to its website, Residential Email provided an email service which also allowed the subscriber to receive coupons from hundreds of online stores plus exclusive deals and cash back on every purchase made at participating online stores.

106. Residential Email's email service was, upon information and belief, primarily marketed on the Internet. Residential Email generally billed for its service \$12.95 or \$14.95, plus tax, per month, which charge was placed, via Enhanced Services Billing, its billing aggregator, on the subscriber's telephone bill.

107. Many Wisconsin consumers/customers were charged by Residential Email and Enhanced Services Billing, its billing aggregator, on their telephone bill for services they did not agree to purchase and did not affirmatively order.

108. For example, one Wisconsin resident complained that she received a charge on her AT&T telephone bill for a service she did not want and did not ask for. The letter of authorization information provided by counsel for Residential Email did not identify the name of the website on which they allegedly signed up. When asked, the resident informed DATCP that her husband filled out some sort of survey.

109. Based on information received from Snackable Media and its controlled companies, from approximately July 2005 through approximately October 2010, Residential Email, via Enhanced Services Billing as the billing aggregator, billed Wisconsin customers' telephone invoices a total of approximately \$990,000.00 for Residential Email's service.

110. Based on information received from Snackable Media and its controlled companies, during that same period the total amount refunded, adjusted or credited back to Wisconsin customers by Snackable/Residential Email, Enhanced Services Billing, or the local exchange carriers, for Residential Email's service was approximately \$310,000.00. Thus, during that period, approximately 31% of all charges were refunded, adjusted or credited back to Wisconsin customers.

111. During the period it was acting as the billing aggregator, Enhanced Services Billing knew or should have known of the deceptive or unauthorized nature of the billing information it received from Residential Email given the amount of refunds, adjustments and credits issued back to Wisconsin customers.

112. Upon information and belief, an additional substantial number of Wisconsin telephone customers who defendants Residential Email and Enhanced

Services Billing billed, but who did not receive refunds or credits, never agreed to purchase and did not affirmatively order that service for which they were billed.

F. Voicemail Direct

113. Voicemail Direct, now merged with Intelicom Messaging, offered a voice-mail service.

114. Voicemail Direct's voice-mail service was primarily marketed on the Internet and was charged at \$14.95, plus tax, per month, which charge was placed, via ILD, its billing aggregator, on the subscriber's telephone bill.

115. Many Wisconsin consumers/customers were billed by Voicemail Direct and ILD, its billing aggregator, on their telephone bill for services they did not agree to purchase and did not affirmatively order.

116. For example, one Wisconsin resident, in his complaint to DATCP, indicated that in 2009 he found \$15.77 billed on his AT&T bill attributed to "Voicemail Direct USA, LLC." He stated in his DATCP complaint that until he received his AT&T bill he had never heard of Voicemail Direct.

117. Based on information received from Snackable Media and its controlled companies, from approximately February 2005 through approximately January 2010, Voicemail Direct, via ILD f/k/a ILD Telecommunications, Inc., as the billing aggregator, billed on Wisconsin residents' local exchange carrier telephone invoices, a total of approximately \$970,000.00 for Voicemail Direct's service.

118. Based on information received from Snackable Media and its controlled companies, from approximately March 2005 to January 2010, the total amount refunded,

adjusted or credited back to Wisconsin customers by Snackable/Voicemail Direct, ILD, or the local exchange carrier, for Voicemail Direct's service was approximately \$220,000.00. Thus, during that period, over 22% of all charges were refunded, adjusted, or credited back to Wisconsin customers.

119. Pursuant to information obtained from ILD, from February 2005 to January 2010, Voicemail Direct, via ILD as the billing aggregator, billed on Wisconsin consumers' local exchange carrier telephone invoices approximately \$907,000.00 for Voicemail Direct's service.

120. During that period, according to ILD's records, the total amount refunded, credited or adjusted back to Wisconsin customers by it, Snackable/Voicemail Direct and the local exchange carriers was approximately \$484,000.00; that is, over 53% of the amount billed.

121. During the period that it was acting as the billing aggregator, ILD knew or should have known of the deceptive or unauthorized nature of the billing information it received from Voicemail Direct given the amount of refunds, adjustments and credits issued back to Wisconsin customers.

122. Upon information and belief, an additional substantial number of Wisconsin telephone customers whom defendants Voicemail Direct and ILD billed, but who did not receive refunds or credits, never agreed to purchase and did not affirmatively order the services for which they were billed.

VIOLATIONS

COUNT I

Unfair Billing Practices Wis. Stat. § 100.195

123. Plaintiff re-alleges all preceding paragraphs of this Complaint and incorporates them herein by this reference.

124. The products and services offered by Snackable and/or its directly controlled subsidiaries Email Discount Network (email service and “personalized savings”), Email Discounts (email service with discount coupons and cash back on purchases made at participating stores), Intelicom Messaging (voice-mail service), Douglas-Lambert Laboratories d/b/a Orbit Telecom (voice-mail service), Residential Email (email service with coupons, deals and cash back on certain purchases), and Voicemail Direct (voice-mail service) are consumer goods or services within the meaning of Wis. Stat. § 100.195(1)(c), and, upon information and belief, are not telecommunication services as defined by Wis. Stat. § 196.01(9m).

125. Defendant Email Discount Network, Email Discounts, Defendant Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct were, at all times relevant to the allegations in this Complaint, sellers within the meaning of Wis. Stat. § 100.195(1)(f).

126. Defendant Enhanced Services Billing was, at all times relevant to the allegations in this Complaint, the agent of Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom and

Residential Email with respect to the billing at issue on behalf of those entities, and thus was also a seller within the meaning of Wis. Stat. § 100.195(1)(f).

127. Defendant The Billing Resource was, at all times relevant to the allegations in this Complaint, the agent of Email Discount Network and Intelicom Messaging with respect to the billing at issue on behalf of those entities, and thus was also a seller within the meaning of Wis. Stat. § 100.195(1)(f).

128. Defendant ILD was, at all times relevant to the allegations in this Complaint, the agent of Voicemail Direct with respect to the billing at issue on behalf of that entity, and thus was also a seller within the meaning of Wis. Stat. § 100.195(1)(f).

129. On numerous occasions, the Defendants and Email Discounts, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct, with respect to the transactions in which they were respectively involved, billed Wisconsin consumers for consumer goods or services that the consumer did not agree to purchase, in violation of Wis. Stat. § 100.195(2)(a).

130. Defendant Yechezkell is personally liable for the violations described in the preceding paragraph arising out of the actions and/or conduct of Defendant Snackable Media, Email Discount Network, Email Discounts, Intelicom Messaging, Orbit Telecom, Residential Email, and Voicemail Direct, by virtue of his role and conduct alleged in paragraphs 13 and 15 through 24, above.

131. Defendant Kathein is personally liable for the violations described in paragraph 130 arising out of the actions and/or conduct of Snackable Media, Email Discount Network, Email Discounts, Intelicom Messaging, Orbit Telecom, Residential

Email, and Voicemail Direct, by virtue of his role and conduct alleged in paragraphs 14 through 24, above.

132. Each placement of a charge on a consumer's telephone bill for consumer goods or services that the consumer did not agree to purchase constitutes a separate violation of Wis. Stat. § 100.195(2)(a), which subjects the responsible Defendants to forfeitures of not less than \$100 nor more than \$10,000 per violation pursuant to Wis. Stat. § 100.195(5m)(d), as well as to injunctive relief and full consumer restitution, pursuant to Wis. Stat. § 100.195(5m)(c).

COUNT II
Unlawful Sales Practices; Unfair Trade Practices
Wis. Stat. § 100.207

133. Plaintiff re-alleges all preceding paragraphs of this Complaint and incorporates them herein by this reference, and pleads in the alternative as follows:

134. In the event that this Court were to find that any of the services of Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and/or Voicemail Direct at issue in this action constitute "telecommunications services" within the meaning of Wis. Stat. § 196.01(9m), then the provisions of Wis. Stat. § 100.207 apply.

135. As to any services of Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and/or Voicemail Direct which are found to constitute "telecommunications services" within the meaning of Wis. Stat. § 196.01(9m), the State alleges, in the alternative, that as to those such services, on numerous occasions the Defendants and Email Discounts, Douglas-

Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct, with respect to the transactions in which they were respectively involved, billed Wisconsin customers for telecommunications services that the customers did not affirmatively order, in violation of Wis. Stat. § 100.207(3)(a).

136. Further, as to those such services, on numerous occasions the Defendants and Email Discounts, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct, with respect to the transactions in which they were respectively involved, made statements or representations regarding the alleged provision of telecommunications services which were false, misleading or deceptive; to wit, by affirmatively billing Wisconsin customers for telecommunications services that the customer did not affirmatively order, in violation of Wis. Stat. § 100.207(2).

137. Defendant Yechezkell is personally liable for the violations described in the two preceding paragraphs arising out of the actions and/or conduct of Snackable Media, Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories, d/b/a Orbit Telecom, Residential Email and Voicemail Direct, by virtue of his role and conduct alleged in paragraphs 13 and 15 through 24, above.

138. Defendant Kathein is personally liable for the violations described in paragraphs 136 and 137, above, arising out of the actions and/or conduct of Snackable Media, Email Discount Network, Email Discounts, Intelicom Messaging, Orbit Telecom, Residential Email and Voicemail Direct, by virtue of his role and conduct alleged in paragraphs 14 through 24, above.

139. As to any services of Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and/or Voicemail Direct which are found to constitute “telecommunications services” within the meaning of Wis. Stat. § 196.01(9m), each placement of a charge on a customer’s telephone bill which the customer did not affirmatively order constitutes a separate violation of Wis. Stat. §§ 100.207(2) and (3)(a), which subjects the responsible Defendants to forfeitures of not less than \$25 nor more than \$5,000 per violation pursuant to Wis. Stat. § 100.207(6)(c), as well as to injunctive relief and full restitution, pursuant to Wis. Stat. § 100.207(6)(b)1.

COUNT III
Improper Billing Practices
Wis. Admin. Code. ch. ATCP 123

140. Plaintiff re-alleges all preceding paragraphs of this Complaint and incorporates them herein by this reference, and pleads in the alternative as follows:

141. In the event that this Court were to find that any of the services of Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and/or Voicemail Direct at issue in this action constitute “telecommunications services” within the meaning of Wis. Stat. § 196.01(9m), then any such service also constitutes “telecommunications service” within the meaning of Wis. Admin. Code § ATCP 123.01(15) as that section existed prior to January 1, 2009, and also constitutes an “electronic communications service” within the meaning of Wis. Admin. Code § ATCP 123.01(5) and a “telecommunications service” within the meaning of Wis. Admin. Code § ATCP 123.01(13) as those sections existed

on and after January 1, 2009, and further, constitutes a “service offering” under Wis. Admin. Code § ATCP 123.01(11) as that section existed prior to January 1, 2009, and under Wis. Admin. Code § ATCP 123.01(10) as that section existed on and after January 1, 2009.

142. Defendant Email Discount Network, Email Discounts, Defendant Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct were, at all times relevant to the allegations in this Complaint, providers within the meaning of Wis. Admin. Code § ATCP 123.01(10) as that section existed prior to January 1, 2009, and within the meaning of Wis. Admin. Code § ATCP 123.01(9) as that section existed on or after January 1, 2009.

143. Defendant Enhanced Services Billing was, at all times relevant to the allegations in this Complaint, the agent authorized to act on behalf of or in the name of Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom and Residential Email with respect to the billing at issue on behalf of those entities, and thus was also a provider within the meaning of Wis. Admin. Code § ATCP 123.01(10) as that section existed prior to January 1, 2009, and within the meaning of Wis. Admin. Code § ATCP 123.01(9) as that section existed on or after January 1, 2009.

144. Defendant The Billing Resource was, at all times relevant to the allegations in this Complaint, the agent authorized to act on behalf of or in the name of Email Discount Network and Intelicom Messaging with respect to the billing at issue on behalf of those entities, and thus was also a provider within the meaning of Wis. Admin. Code §

ATCP 123.01(10) as that section existed prior to January 1, 2009, and within the meaning of Wis. Admin. Code § ATCP 123.01(9) as that section existed on or after January 1, 2009.

145. Defendant ILD was, at all times relevant to the allegations in this Complaint, the agent authorized to act on behalf of or in the name of Voicemail Direct with respect to the billing at issue on behalf of that entity, and thus was also a provider within the meaning of Wis. Admin. Code § ATCP 123.01(10) as that section existed prior to January 1, 2009, and within the meaning of Wis. Admin. Code § ATCP 123.01(9) as that section existed on or after January 1, 2009.

146. As to any services of Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and/or Voicemail Direct which are found to constitute “telecommunications services” within the meaning of Wis. Stat. § 196.01(9m), the State further alleges, in the alternative, that on numerous occasions, Defendants and Email Discounts, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct, with respect to the transactions in which they were respectively involved, billed Wisconsin consumers for service offerings that the consumers did not affirmatively order, in violation of Wis. Admin. Code § ATCP 123.06(1).

147. Further, as to such services, on numerous occasions, the Defendants and Email Discounts, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct, with respect to the transactions in which they were respectively involved, misrepresented that consumers had subscribed to or received

telecommunications services, in violation of Wis. Admin. Code § ATCP 123.10(3) as that section existed prior to January 1, 2009, and misrepresented that consumers had subscribed to or received electronic communications services, in violation of Wis. Admin. Code § ATCP 123.10(3) as that section existed on and after January 1, 2009.

148. Defendant Yechezkell is personally liable for the violations described in the two preceding paragraphs arising out of the actions and/or conduct of Snackable Media, Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct, by virtue of his role and conduct alleged in paragraphs 13 and 15 through 24, above.

149. Defendant Kathein is personally liable for the violations described the paragraphs 147 and 148 arising out of the actions and/or conduct of Snackable Media, Email Discount Network, Email Discounts, Intelicom Messaging, Douglas-Lambert Laboratories d/b/a Orbit Telecom, Residential Email and Voicemail Direct, by virtue of his role and conduct alleged in paragraphs 14 through 24, above.

150. Each violation of Wis. Admin. Code § ATCP 123.06(1) or § ATCP 123.10(3) as that section existed both before and after January 1, 2009, subjects the responsible Defendants to civil forfeitures of not less than \$100 nor more than \$10,000 per violation pursuant to Wis. Stat. § 100.26(6), as well as injunctive relief and full consumer restitution under Wis. Stat. § 100.20(6).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, State of Wisconsin, demands judgment against

Defendants as follows:

1. Granting appropriate injunctive relief to restrain Defendants from further violations of Wis. Stat. § 100.195, pursuant to Wis. Stat. § 100.195(5m)(c) or, in the alternative, from further violations of Wis. Stat. § 100.207 and Wis. Admin. Code ch. ATCP 123, pursuant to Wis. Stat. §§ 100.207(6)(b)1. and 100.20(6).

2. Imposing appropriate forfeitures of not less than \$100 nor more than \$10,000 pursuant to Wis. Stat. § 100.195(5m)(d) for each violation of Wis. Stat. § 100.195.

3. Imposing, in the alternative, appropriate forfeitures of not less than \$25 nor more than \$5,000 pursuant to Wis. Stat. § 100.207(6)(c) for each violation of Wis. Stat. § 100.207 and imposing appropriate forfeitures of not less than \$100 nor more than \$10,000 pursuant to Wis. Stat. § 100.26(6) for each violation of Wis. Admin. Code §§ ATCP 123.06(1) and ATCP 123.10(3) as that section existed both before and after January 1, 2009.

4. Ordering Defendants to pay full restitution to all affected persons suffering pecuniary loss because of Defendants' violations of Wis. Stat. § 100.195 pursuant to Wis. Stat. § 100.195(5m)(c) or, alternatively, to pay full restitution to all affected persons suffering pecuniary loss because of Defendants' violations of Wis. Stat. § 100.207 and Wis. Admin. Code §§ ATCP 123.06(1) and ATCP 123.10(3), as that section existed both before and after January 1, 2009, pursuant to Wis. Stat. §§ 100.207(6)(b) and 100.20(6), respectively.

5. Awarding against the Defendants and in favor of the Wisconsin Department

of Agriculture, Trade and Consumer Protection all reasonable, documented enforcement costs incurred to prepare and prosecute this action, pursuant to Wis. Stat. §§ 814.04 and 93.20(2).


6. Awarding against the Defendants and in favor of the Wisconsin Department of Justice the reasonable and necessary expenses of investigation and prosecution, including attorneys fees, relating to enforcement of this action, pursuant to Wis. Stat. § 100.263.

7. Imposing joint and several liability on all Defendants for the forfeitures, restitution, expenses and costs awarded in this action, as to all of their concurrent violations of Wisconsin law.

8. Providing such other and further relief as justice and equity may require.

Dated this 10 day of June, 2013.

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