

SUPREME COURT – COMMERCIAL DIVISION  
COUNTY OF WESTCHESTER

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Julie Zanotti and Ronese Brooks, On Behalf of  
Themselves and All Other  
Persons Similarly Situated

Index No:

Plaintiffs,

-against-

**Class Action Complaint**  
**Jury Trial Demanded**

Invention Submission Corporation d/b/a InventHelp,  
Technosystems Consolidated Corp., Technosystems  
Service Corp., Western Invention Submission Corp.,  
Robert J. Susa, Innovation Credit Corp., Invents Company,  
Invents Company, LLC, Global Express Manufacturing,  
Smithlilly Manufacturing; Zambro Manufacturing, Inc.,  
Ashkan Najafi, Esq., RG Patent Consulting LLC,  
John Doe Companies 1-10; John Doe Individuals 1-10,

Defendants.

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Plaintiffs, by their attorneys, Oxman Law Group LLP, on behalf of themselves and all  
others similarly situated, make the following allegations on personal knowledge as to their own  
actions and upon information and belief:

**NATURE OF THE ACTION**

1. This class action arises out of a deceptive and fraudulent invention promotion  
scam that has bilked thousands of aspiring inventors and entrepreneurs into paying millions of  
dollars to Defendants for invention promotion services that Defendants do not, and never intend  
to, provide.

2. Defendants herein are part and parcel of a sophisticated and grand scheme that has fraudulently enriched themselves at the expense of innocent and often naive aspiring inventors.

3. Defendants promise that they will provide consumer inventors the tools to successfully monetize their inventions. Defendants craft their polished marketing materials (including television advertisements, internet web pages and telemarketing calls) to create the impression that Defendants have successfully helped other inventors, and thus that they are reliable and reputable. Defendants' offices are decorated with supposed successful inventions, often labeled, "As Seen On TV," in order to further create the impression that they are a legitimate enterprise. In truth and in fact, Defendants are a fraud and fail to fulfill almost every promise they make to consumers.

4. Defendants' multi-tiered conspiracy preys upon aspiring inventors' high hopes and dreams. It is cleverly constructed to avoid liability and monetary judgment by employing a web of seemingly independent entities – invention promotion companies, a private money lender, patent attorneys, licensing and distribution companies, and manufacturing companies – that act in concert to defraud Class Plaintiffs.

5. Defendants employ sophisticated and crafty mechanisms to escape liability, including the insertion of fraudulent clauses into their various contracts designed to extinguish would-be private litigants' rights.

6. After luring Class Plaintiffs in with slick television and internet advertising, Defendants assure each and every consumer who inquires of their services that Plaintiffs' ideas are unique, patentable, and carry terrific potential for immense profit.

7. Defendants then offer loans, research, patenting, invention promotion, marketing, manufacturing, and distribution services to individual consumers located throughout New York and the United States.

8. In exchange for initial fees ranging between \$5,000 and \$10,000, Defendants represent that they will obtain patents and produce models, press releases, and infomercials, among other things, to promote Class Plaintiffs' inventions.

9. Then, because Class Plaintiffs often do not have at hand the thousands of dollars 'necessary' to make their dreams come true, they are offered generous loans by Defendant private money lender Innovation Credit Corporation, which represents itself on its website ([www.innovationcredit.com](http://www.innovationcredit.com)) as a company that specializes in "lending to qualified individual inventors who have a great idea, but lack the resources to launch it into a successful product."

10. Class Plaintiffs then agree to pay the steep initial fees out of pocket (often selling personal property, remortgaging their homes, or borrowing from family members) or to loan the money from Defendant Innovation Credit Corporation. In the meantime, Defendants make off with Class Plaintiffs' money and do little to nothing to fulfill their end of the bargain, stringing Class Plaintiffs along with false promises and boilerplate "analyses" in order to extract more money from them for additional services (which they do not and never intend to provide), and then disappearing and dodging calls as soon as Defendants have all the money in hand.

11. After months or years of silence, Defendants reappear to Class Plaintiffs, sometimes in the guise of distribution, marketing or manufacturing companies, telling them that they've discovered Class Plaintiffs' inventions, that they have purchase orders, licensing agreements, and/or retail distributors at the ready, and that they just need an additional \$5000-

\$10,000 in order to make those final arrangements. After scamming more money from Plaintiffs, they disappear without a trace.

12. Fraud permeates all of the dealings and contracts between Class Plaintiffs and all Defendants herein, from start to finish. Defendants' enterprise as a whole is fraudulent, and Defendants fraudulently induce Class Plaintiffs to sign various contracts.

13. Defendants also fraudulently misrepresent the actual content of the contracts between Defendants and Class Plaintiffs, thereby tricking Class Plaintiffs into signing documents that state different terms and conditions than those represented by Defendants (fraud-in-the-factum).

14. Defendants' actions are particularly egregious because many of their customers are of modest means. Defendants' representatives employ high pressure tactics to push Class Plaintiffs to hand over tens of thousands of dollars and sign fraudulent contracts, falsely representing to Class Plaintiffs the actual content of those contracts, that Class Plaintiffs' proposed inventions are one-of-a-kind, and that Class Plaintiffs likely stand to make 'millions' or 'billions' therefrom if they engage Defendants' services.

15. In truth and in fact, Defendants do not (nor ever intend to) fulfill the bulk of the promises they make to Plaintiffs, instead making off with their money and leaving Plaintiffs high and dry.

16. As detailed *infra*, Defendants' actions violate State consumer protection statutes and give rise to liability pursuant to a variety of common law claims, including fraud and conspiracy.

### THE PARTIES

17. Plaintiff Julie Zanotti (“Ms. Zanotti” or “Plaintiff”) is an individual who is a citizen of the State of New York, residing at 19 Clubhouse Road, Putnam Valley, New York, 10579.

18. Plaintiff Ronese Brooks (“Ms. Brooks” or “Plaintiff”) is an individual who is a citizen of the State of New York, residing at 1 Glenwood Avenue, #24C, Yonkers, New York 10701.

19. The entities and individuals listed in paragraphs 20-34 have engaged in and have conspired to engage in a pattern of fraudulent activity, have each committed numerous criminal acts as part of their scheme to defraud Class Plaintiffs, and have each participated in the operation or management of a fraudulent and criminal enterprise, and have each acted with authority and/or apparent authority on behalf of each Defendant herein.

20. Defendant Invention Submission Corporation does business under the names ‘InventHelp,’ and ‘Innovation Communications,’ among others, and is located in the same office space as InventHelp, Technosystems Consolidated Corporation, Western Invention Submission Corporation, and Technosystems Service Corporation. Defendants “Invents Company” and “Invents Company LLC” are affiliated with and/or identical to InventHelp, and individuals who contact InventHelp are subsequently rerouted to Invents Company and/or Invents Company LLC. These entities, together with the other Defendants named herein, are one and the same, operate in concert to perpetrate the scheme described herein, and are arranged in a corporate structure and with differing corporate and company names in order to perpetrate the scheme and evade liability and collection of damages.

21. Defendant Invention Submission Corporation d/b/a/ InventHelp and d/b/a/ Innovative Communications, is a Pennsylvania corporation with its principal place of business located at 217 Ninth Street, Pittsburgh, Pennsylvania 15222, and does business under the name InventHelp. The InventHelp website lists a New York office located at 14 Penn Plaza, #958, New York, New York 10122.

22. Defendant Technosystems Consolidated Corporation identifies its “web URL” as “www.inventhelp.com.” It is a Delaware corporation with its primary place of business located at 217 Ninth Street, Pittsburgh, Pennsylvania 15222. Upon information and belief, Defendant Technosystems Consolidated Corporation is a parent company of InventHelp and Invention Submission Corporation. Bloomberg identifies the “web URL” of Technosystems Consolidated Corporation as “www.inventhelp.com.”

23. Defendant Technosystems Service Corporation is a Delaware Corporation with a primary place of business located at 217 9<sup>th</sup> Street, Pittsburgh, PA 15222. Upon information and belief, Technosystems Service Corporation is affiliated with InventHelp, Invention Submission Corporation and other Defendants herein and is used in Defendants’ perpetration of the scheme described herein.

24. Defendant Western Invention Submission Corporation is a North Carolina Corporation with a principal place of business located at 217 9<sup>th</sup> Street, Pittsburgh, PA 15222. Its registered agent for service is CT Corporation System, 150 Fayetteville Street, Box 1011, Raleigh, North Carolina 27601. Upon information and belief, Western Invention Submission Corporation is affiliated and engaged in the scheme with Defendants herein.

25. Defendant Robert Susa is President of Defendants Invention Submission Corporation, Technosystems Consolidated Corporation, Technosystems Service Corporation,

Western Invention Submission Corporation, Innovative Communications, and InventHelp.

Upon information and belief, Mr. Susa is an individual who is a citizen of the State of Pennsylvania, residing at 86 Waterfront Drive, Pittsburgh, Pennsylvania 15222. Upon information and belief, Mr. Susa, together with the Technosystems Defendants, exercises complete domination over all the entities named herein and he uses the entities and such domination to commit the fraud described herein.

26. Defendant Invents Company, is a Delaware corporation with its principal place of business located at 450 7<sup>th</sup> Avenue, Suite 1107, New York, New York 10123. The website for Defendant Invents Company – [www.invents.com](http://www.invents.com) – states: Headquartered in the heart of the business and financial mecca of the world, New York City, Invents Company has access to the resources needed to bring new products to market. We also have nationwide branch locations so that our clients can meet with us in person.

Invents Company is more than a product development solution – we are a full-service marketing and advertising agency. This means we can give your invention the exposure it needs to be a success!”

27. Defendant Invents Company LLC, is a Delaware limited liability company with its principal place of business located at 469 7<sup>th</sup> Avenue, 7<sup>th</sup> Floor, New York, New York 10018. Upon information and belief, Invents LLC is identical to or affiliated with Invents Company and shares the same website, [www.invents.com](http://www.invents.com). (Defendants Invents Company and Invents Company LLC are hereinafter collectively referred to as “Invents.”)

28. Defendant Innovation Credit Corporation (“ICC”) is a New York corporation with its principal place of business located at 1 Penn Plaza, Suite 6289, New York, New York 10119. Some “Promissory Notes” referred to herein list ICC’s address as 654 Bellamy Avenue, #1072, Murrells Inlet, SC 29576.

29. Defendant Zambro Manufacturing, Inc., is a Wisconsin company with its principal place of business located at 250 E. Wisconsin Avenue, Suite 1800, Milwaukee, WI 53202-4299. Zambro claims to provide custom manufacturing for electronics, plastic, wood, and metal products.

30. Defendant Global Express Manufacturing is a Wisconsin company also with its principal place of business located at 250 E. Wisconsin Avenue, Suite 1800, Milwaukee, WI 53202-4299 (identical to Zambro Manufacturing). Upon information and belief, Global Express Manufacturing is also purportedly located at 3505 Constitution Ave NE, Albuquerque, New Mexico 87106.

31. Defendant Smith Lilly Health & Beauty Manufacturing Supply is an Indiana company with its principal place of business located at 1251 N. Eddy Street, Suite 200, South Bend, IN 46617.

32. Defendant Ashkan Najafi, Esq., is an attorney licensed to practice in the State of Florida, with a primary place of business located at 6817 Southpoint Parkway, #1803 Jacksonville, FL 32255-1339

33. Defendant RG Patent Consulting LLC, is an “intellectual property and consulting organization,” with a principal place of business located at P.O. Box 25895, Scottsdale, AZ 85255.

34. Defendants ‘John Doe’ Individuals and ‘John Doe’ Companies exercise complete domination over all the entities named herein and use the entities and such domination to commit the fraud described herein.

#### VENUE



35. This Court is a proper venue for this action pursuant to CPLR § 503 because it is where a substantial part of the events and omissions giving rise to Plaintiffs' causes of action took place, and named Plaintiffs are residents of Westchester, New York. Defendants regularly conduct business in the State of New York and within Westchester County.

### **JURISDICTION**

36. Exercise of jurisdiction over Defendants is proper pursuant to C.P.L.R. §§ 301, 302. Defendants regularly transact extensive business activities in the State and are licensed and/or authorized to do business in the State. Defendants have transacted and continue to transact business in the State, have engaged in tortious conduct in the State, and there is a substantial nexus between Defendants' purposeful availment of the New York forum and Plaintiff(s)' claims.

37. Defendants have significant contact with New York such that they are subject to the personal jurisdiction of this Court. This Court's assertion of jurisdiction over Defendants is consistent with the notions of fair play and substantial justice. One or more Defendants purposefully availed themselves of the benefits of this State such that they could reasonably anticipate being hauled into Court here, or otherwise directed their conduct toward this State such that the effects of their damages were occasioned upon Plaintiff(s) within this State.

### **FACTUAL BASIS FOR CLAIMS**

38. During 2014, Plaintiff Julie Zanotti, a professional hair stylist, believed that she had created a new invention: a hollow comb that could be filled with styling products that would

evenly distribute the products throughout hair by ejecting the product through the teeth of the comb. She named her invention “The Distributor” and/or “Liqui Comb.”

39. Plaintiff saw various television spots advertising the services of the company InventHelp. Plaintiff was struck by the advertisement’s cartoon image of a caveman sitting on a rock, banging a wheel with a chisel.

40. On or about May 2014, Plaintiff contacted InventHelp by telephone to inquire about their services.

41. An InventHelp representative answered the telephone, took Ms. Zanoliti’s name, telephone number, and address, and promised that someone from the InventHelp team would return her call shortly. Upon information and belief, these same representations were made to all Class Plaintiffs who called InventHelp.

42. Ms. Zanoliti then received written materials and a call from a representative from “Invents Company.” Upon information and belief, all consumers who contact InventHelp are subsequently contacted by and/or redirected to an “Invents Company” representative.

43. Although ‘InventHelp’ and ‘Invents Company’ hold themselves out to the public to be competitors and/or wholly unrelated entities, they are part and parcel of the same grand scheme.

44. Upon information and belief, all customers who contact InventHelp are rerouted by InventHelp to ‘Invents Company.’

45. Indeed, upon information and belief, many individuals who purportedly work for and/or represent ‘Invents,’ also work and/or worked with Invention Submission Corporation d/b/a/ ‘InventHelp’ as well as the fraudulent distribution and marketing companies within this

scheme. For example, upon information and belief, many Class Plaintiffs met with a representative named Chet Dombrowski during their initial meeting with Invents.

46. However, upon information and belief, Chet Dombrowski also allegedly worked for Invention Submission Corporation d/b/a/ InventHelp, as well as Invents Company during this same time period. Independently, he also held himself out to Class Members to be an “Authorized License Agent” for Global Express Manufacturing and ‘Smithlilly Health & Beauty Manufacturing’ and represented that he had never worked for or with Invents, InventHelp, or any other invention promotion company.

47. The Invents Company website ([www.invents.com](http://www.invents.com)) advertises the company as follows: “Invents Company is more than a product development solution – we are a full service marketing and advertising agency. This means we can give your invention the exposure it needs to be a success!”

48. The Invents Company website further states: “No other solution can offer you the market saturation that our service delivers – making sure the right person sees your idea is crucial to being a successful inventor. We don’t stop with just showing off your idea either, we carefully monitor the results of our efforts and include the market data in our presentations to manufacturers. This information can tip the scales in your favor when a manufacturer is making a decision on whether to produce your product or not.”

49. The Invents Company website further states: “Once you have patent protection, we will take the presentation materials developed by us (while working with you) and contact major manufacturers in your invention’s industry and attempt to procure a licensing agreement on your behalf. Once a manufacturer displays interest in your invention idea, our licensing

negotiation team will contact you and work side by side with you in entering into a fair and profitable licensing agreement.”

50. On or about May 5, 2014, Plaintiff met with Invents Company at their offices located at Woodbridge Towers, 555 Route One South, Suite 140, Iselin, New Jersey 08830, to inquire about whether her idea was appropriate for their services. Upon entering Invents’ office, Plaintiff was given the impression that Invents had successfully helped other inventors, and thus that they are a reliable and reputable company. Defendants’ offices were decorated with supposed successful inventions, often labeled, “As Seen On TV,” in order to further create the impression that the entity is a legitimate enterprise.

51. At that meeting, she was assured by an Invents representative, Pamela Mitchell, that her idea was not only viable, but that it was original and presented an excellent opportunity for profit

52. On information and belief, Plaintiff’s comb idea is not novel, non-obvious, or otherwise unavailable to the public, and several companies already manufacture and sell a similar product to Plaintiffs idea.

53. Upon information and belief, all Class Plaintiffs were told that their proposed inventions were novel and presented excellent opportunities for profit during their initial meetings with Defendants.

54. At that meeting, Invents did not inform Plaintiff of, *inter alia*, the number of customers it had in the last five years, the number of positive and negative evaluations, the number of customers who received a net profit from inventions, the number of customers who received license agreements, or the names and addresses of invention promotion companies with

whom Invents or its officers were affiliated in the last ten (10) years. Upon information and belief, Defendants failed to provide this information to all Class Plaintiffs.

55. At that meeting, the Invents representative expressed excitement about the prospects for Plaintiff's proposed invention, and told Ms. Zanotti that Invents would partner with her for \$7,950.00.

56. At that meeting, Plaintiff told the Invents representative that she could not afford the \$7,950.00 fee.

57. The Invents representative told her that there was a solution to her problem – Ms. Zanotti could loan the money from a separate, 'independent' company, Defendant Innovations Credit Corporation, with offices located at 1 Penn Plaza, New York, New York. Upon information and belief, Defendants made these same representations to all Plaintiffs who said that they did not have the funds available to pay the steep initial fees.

58. The Invents representative conveniently had a loan application from Innovations Credit Corporation on hand.

59. Innovations Credit Corporation's website states that it specializes in "lending funds to individuals with promising inventions, who lack the resources to successfully launch it into a product."

60. Plaintiff expressed concern that she may not qualify for the loan and that she could not afford high loan payments.

61. The Invents representative explicitly told her that her idea was special and presented a high probability for profit, that "everyone" qualifies for the loan, and that there is no credit check. Upon information and belief, substantially the same representations were made to all Class Members.

62. The Invents representative pressured Ms. Zanotti, explaining that her idea was very promising, and that the loan was interest-free. Upon information and belief, Defendants made this representation to all Class Plaintiffs when discussing the potential loan.

63. The Invents representative explicitly told her that she should take out the loan in order to monetize her invention. The Invents representative told Ms. Zanotti that Invents and ICC are successful companies, and that Plaintiff too would be successful with her invention. Upon information and belief, Defendants made these representations to all Class Plaintiffs.

64. Thereafter, Ms. Zanotti signed a "Promissory Note" dated May 5, 2014 with Innovation Credit Corporation, 654 Bellamy Avenue, #1072, Murrels Inlet, S.C. 29576 for the amount of \$7,950.00.<sup>1</sup> Upon information and belief, this document is substantially identical to all 'Promissory Notes' signed by Class Plaintiffs with Innovation Credit Corporation.

65. Contrary to Defendants' explicit verbal assurance, the Promissory Note provides for an interest rate of eighteen (18) percent per annum.

66. Ms. Zanotti then made an out-of-pocket "down payment" of \$3,000 to Invents, and began paying approximately \$250 per month directly to Invents to pay off the Innovations Credit Corporation loan.

67. At that same meeting, Plaintiff signed a "New Product Marketing Agreement" with "Invents Company, LLC," in which she agreed to "retain [Invents] to submit [her] invention concept to industry by utilizing [Invents'] Customized Marketing Matrix" in exchange for a "one-time investment fee of \$7,950.00." Upon information and belief, all Class Plaintiffs signed substantially identical contracts.

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<sup>1</sup> An address for Invents Company is also listed as Murrels Inlet, S.C. in paperwork obtained from other Class Members.

68. Pursuant to that agreement, Invents agreed to “commercialize [Plaintiff’s] invention concept,” to prepare and send media press releases, design and produce a personalized product web page, produce a thirty (30) second video infomercial, purchase four (4) airtime spots for the infomercial in major markets, contact “targeted” companies for manufacture and distribution of the invention, provide twenty-four (24) hour standby operators to field any calls which may be received regarding Plaintiff’s invention, among other things. Upon information and belief, Defendants failed to undertake and/or fulfill these promises for Ms. Zanolli and all Class Plaintiffs.

69. Pursuant to that agreement, Invents agreed to “use its best efforts to submit the idea, invention, or product to companies for their review.” Upon information and belief, Defendants made absolutely no such efforts on behalf of Ms. Zanolli and all Class Plaintiffs.

70. Pursuant to that agreement, Invents agreed to “submit Client’s invention to industry.” Upon information and belief, Defendants made absolutely no such efforts on behalf of Ms. Zanolli and all Class Plaintiffs.

71. Ms. Zanolli repeatedly called Invents’ New York office throughout the process and spoke repeatedly to a woman named Dorothy Peterson.

72. Consistent with its customary practice, on or about the Spring on 2015, Invents referred Ms. Zanolli to a Florida attorney, Ashkan Najafi, [www.patent-usa.com](http://www.patent-usa.com) for purposes of obtaining a utility patent for her proposed invention. Invents claimed that Mr. Najafi was independent from Invents. Upon information and belief, Mr. Najafi receives all or a substantial percentage of his business from Invents, and the majority of those engagements do not result in the U.S. Patent and Trademark Office utility patents because customers’ ideas are usually not patentable because they are not novel and/or unique.

73. Mr. Najafi presented himself as unaffiliated with Invents.

74. By letter dated May 7, 2015, Ms. Zanotti engaged Mr. Najafi to represent her for purposes of obtaining a utility patent for the sum of \$4490, plus an additional \$950-\$1500 per response for each "Office Action" that the U.S. Patent and Trademark Office made rejecting her utility patent.

75. Upon information and belief, Mr. Najafi did not inform Plaintiff of, *inter alia*, the number of customers he had in the last five years, the number of positive and negative evaluations, the number of customers who received a net profit from inventions, the number of customers who received license agreements, or the names and addresses of invention promotion companies with he was affiliated in the last ten (10) years.

76. On information and belief, Plaintiff's comb idea is not novel, non-obvious, or otherwise unavailable to the public, and several companies already manufacture and sell a similar product to Plaintiff's idea. Thus, it is unsuitable for a utility patent.

77. Upon information and belief, Mr. Najafi, was aware that Ms. Brooks' idea was not suitable for a utility patent. Mr. Najafi also had first-hand knowledge of hundreds of his customers, referred by Invents and/or InventHelp, that did not receive utility patents and complained that Invents and/or InventHelp is a fraud. Mr. Najafi, an attorney with a fiduciary duty to Ms. Brooks, informed her of none of these facts

78. On or about December 15, 2015, Ms. Zanotti received an email from "cynthia@invents.com" informing her that Invents would forward Ms. Zanotti's idea to "Zambro Manufacturing" and "will notify you if they are interested." Ms. Zanotti responded with confusion, asking why the manufacturer would have to "choose" her, and why she could not hire her own manufacturer.



79. Rather than responding directly to Ms. Zanotti's questions, Inventis informed Ms. Zanotti that she was able to send Ms. Zanotti's idea to the "decision maker" at Zambro, and that they should wait before attempting to contact other manufacturers.

80. On or about January 15, 2016, Ms. Zanotti received an email from Mr. Ray Anderson from "Zambro Manufacturing, Inc." stating, "We are very interested in the Liqui Comb Project. . . . We could make it feasible to you without having to go through the expense of starting your own manufacturing company. In order to do this, we would hopefully like to offer you a licensing and manufacturing agreement." Upon information and belief, Class Plaintiffs are contacted by fraudulent manufacturing and/or distribution companies and offered 'new' contracts with these companies.

81. Following a pressure-filled telephone conversation, Ms. Zanotti agreed to enter into a "Manufacturing and Licensing Agreement" with Zambro.

82. Ms. Zanotti agreed to pay Zambro \$3,000, and agreed to make a down payment of \$2,000. She forwarded her credit card information to Zambro and on February 2, 2016, her card was charged \$2,000 by a company called "Global Express Manufacturing."

83. Upon information and belief, Zambro Manufacturing and Global Express Manufacturing are sham companies.

84. None of the individuals or entities with which Ms. Zanotti dealt fulfilled their contractual and verbal promises to Ms. Zanotti. To date, Ms. Zanotti has lost over \$10,000, not including interest.

85. The story of Plaintiff Ronese Brooks is strikingly similar to that of Plaintiff Zanotti (as are the stories of many other Class Members).

86. In or about early 2016, Ms. Brooks believed that she had created a new invention: eyeglasses with detachable and adjustable arms, "Removable Temples."

87. Ms. Brooks saw various television spots advertising the services of the company InventHelp, promising to help inventors protect, develop and market inventors' ideas.

88. On or about January 2016, Ms. Brooks contacted InventHelp by telephone to inquire about their services.

89. An InventHelp representative answered the telephone, took Ms. Brooks' name, telephone number and address, and promised that someone from InventHelp would return her call.

90. On or about January 2016, Ms. Brooks received a call from someone from "Invents Company." They set up a meeting for February 2, 2016 at the New York offices of "Invents Company."

91. On or about February 2, 2016, Ms. Brooks met with Mr. Philip Brown, Invents Company 'Marketing Consultant' at the offices of Invents Company located at 469 7<sup>th</sup> Avenue, 7<sup>th</sup> Floor, New York, New York 10018. At that meeting, Ms. Brooks described her invention to Mr. Brown. Mr. Brown told Ms. Brooks that she would have to pay an initial fee of \$795.00 to get started. Ms. Brooks declined, telling Mr. Brown that she could not afford the payment and that she was on disability from her job. Ms. Brooks left the meeting without engaging Invents' services.

92. In late February, Ms. Brooks received a call from Mr. Brown from Invents Company advising her that Invents Company is extremely interested in her invention. He told her that his "boss" reached out to him about her invention and that Invents thinks the product is

going to be very profitable, and that Invents “will do everything that we can” to help her with her invention because it will surely be a success.

93. Ms. Brooks was very excited about this news, and scheduled another meeting for March 2, 2016.

94. On or about March 2, 2016, Ms. Brooks showed up for her meeting at 469 7<sup>th</sup> Avenue. She was greeted by Chet Dombrowski. Mr. Dombrowski told Ms. Brooks that Mr. Brown was transferred to another department. Mr. Dombrowski told Ms. Brooks that Invents was extremely interested in her invention. He represented to her that her idea was worth “billions” because the eyewear industry is so large.

95. During the March 2, 2016 meeting, Mr. Dombrowski told Ms. Brooks that per Invents’ procedures, he needed to conduct an initial ‘feasibility study,’ and he left the room. When he returned to the meeting, he told Ms. Brooks that her Removable Temples received a “93% score,” which meant that it was unique, it would be relatively easy to produce, and would realize huge profits. He claimed that in all of the “many years” he had worked with Invents, only one other product had ever received a “feasibility score” over 90%.

96. Upon hearing this information, Ms. Brooks was overjoyed. She signed a non-disclosure agreement with Invents Company and paid \$595 by check for an initial patent search and project summary digest.

97. Shortly thereafter, Invents telephoned Ms. Brooks and told her that the patent search showed no similar patents, and that Invents wanted to partner with her and proceed with developing, marketing, advertising, securing license agreements and/or manufacturing deals for her unique invention.

98. On information and belief, Ms. Brooks' idea is not novel, non-obvious, or otherwise unavailable to the public, and several companies already manufacture and sell products similar to Ms. Brooks' Removal Temples idea.

99. On or about April 22, 2016, Ms. Brooks again met with Invents at 469 7<sup>th</sup> Avenue. At that meeting, Mr. Dombrowski presented her with an 'Agreement' and told that the price to do business was \$10,000. Ms. Brooks told him that she could not afford \$10,000, and that she needed time to review the agreement with an attorney. Mr. Dombrowski employed high pressure tactics, informing her that she qualified for a \$1,050 discount, but that she would forfeit that discount if she showed the contract to an attorney. Mr. Dombrowski pointed out certain paragraphs in the agreement that purportedly reserved all of Ms. Brooks' legal rights in the event that something untoward happened.

100. Ms. Brooks signed the contract and handed a check over to Invents Company LLC for \$8,950. In exchange for that amount, Invents agreed to "commercialize [Plaintiff's] invention concept," to prepare and send media press releases, design and produce a personalized product web page, produce a thirty (30) second video infomercial, purchase four (4) airtime spots for the infomercial in major markets, contact "targeted" companies for manufacture and distribution of the invention," among other things. Defendants failed to undertake and/or fulfill these promises.

101. Consistent with its customary practice Invents referred Ms. Brooks to RG Patent Consulting" and Ms. Brooks paid RG Patent Consulting \$2,800 for a utility patent on or about October 2017. Upon information and belief, Ms. Brooks' idea is not novel, non-obvious, or otherwise unavailable to the public, and is not suitable for a utility patent.

102. Upon information and belief, the RG Patent Consulting attorney with whom Ms. Brooks worked, Mr. Robert Kasody, was aware that Ms. Brooks' idea was not suitable for a utility patent. Mr. Kasody also had first-hand knowledge of hundreds of RG Patent Consulting customers, referred by Invents and/or InventHelp, that did not receive utility patents and complained that Invents and/or InventHelp is a fraud. Mr. Kasody, an attorney with a fiduciary duty to Ms. Brooks, informed her of none of these facts.

103. Upon information and belief, RG Patent Consulting receives all or a substantial percentage of her business from Defendants, and the majority of those engagements do not result in U.S. Patent and Trademark Office utility patents because customers' ideas are usually not suitable for such patents because they are not novel and/or unique.

104. Months passed, and Defendants failed to return all calls from Ms. Brooks when she called repeatedly to inquire about the status of her invention.

105. Then, after she had lost almost all hope, Ms. Brooks was contacted by "Chet Dombrowski" of "Global Express Manufacturing" on or about January 4, 2018. Upon information and belief, this was the same individual with whom Ms. Brooks had met on or about April 22, 2016 on behalf of Invents Company. "Global Express Manufacturing" is also the same entity that charged Plaintiff Zanotti's credit card on behalf of "Zambro Manufacturing."

106. Apparently, upon information and belief, Mr. Dombrowski did not recall that he had met with Ms. Brooks on behalf of Invents.

107. On or about January 4, 2018, Mr. Dombrowski told Ms. Brooks that Global Express Manufacturing had contacts with InventHelp, Invents, and other invention promotion companies, and that Global Express Manufacturing wanted to manufacture Ms. Brooks' proposed invention for \$5,000. He told her that Global Express Manufacturing already had

engaged distribution companies and had secured retail shelf space on behalf of Ms. Brooks' invention.

108. Mr. Dombrowski told Ms. Brooks that Global Express Manufacturing had already engaged another company, "Smith Lilly Health & Beauty Manufacturing Supply" to license and market her invention.

109. Ms. Brooks was very excited that she still had a chance to make it big with her invention.

110. Ms. Brooks then expressed concern and confusion to Mr. Dombrowski, telling him that she was still under contract with Invents.

111. Mr. Dombrowski employed aggressive, high-pressure tactics, telling Ms. Brooks that she was very confused and that he needed to sign a contract with Global Express Manufacturing. Mr. Dombrowski said that he needed an additional \$5,000 to move forward with Smith Lilly, and forcefully pressured her for an additional \$5,000.

112. Mr. Dombrowski sent Ms. Brooks a purported contract on behalf of "SmithLilly Health and Beauty Manufacturing Supply," seeking to persuade Ms. Brooks to pay the \$5,000. Notably, the signature line of that contract bears the name, "Ray Anderson," the same purported individual who contacted Ms. Zanotti on behalf of "Zambro Manufacturing."

113. Ms. Brooks telephoned Global Express Manufacturing at the number provided by Mr. Dombrowski the following day, on January 5, and again expressed confusion and concern about the additional funds and arrangement. Mr. Dombrowski again employed extremely high-pressure tactics and told her that she was confused, that he could not understand why she hadn't yet sent him the \$5,000, and that it was imperative that she do so immediately. He said, "you're very fortunate," "you're very blessed," and "you don't understand the magnitude of this." He

told her that Smith Lilly is “ready to go to work” and that there is “no competition” for her invention.

114. Thereafter, on or about January 5, 2018, Ms. Brooks telephoned Invents Company at their New York office. She spoke to Dorothy Peterson and inquired whether Chet Dombrowski was with Invents. Dorothy Peterson told Ms. Brooks that yes, Chet Dombrowski was employed by Invents. Ms. Brooks then asked about the status of her invention, and told Ms. Peterson that Mr. Dombrowski had telephoned her on behalf of Global Express Manufacturing, not on behalf of Invents, and that he wanted an additional \$5,000. At that point, Ms. Peterson became aggressive and angry, and told Ms. Brooks (for the first time even though Ms. Brooks called the New York number and had spoken to Ms. Peterson a number of times) that Ms. Brooks had called the South Carolina office of Invents, not New York. Ms. Peterson also backtracked and said that Chet Dombrowski did not work for Invents. Ms. Brooks repeatedly asked about the status of her invention. To date, neither Invents, InventHelp, or Ms. Peterson has responded to her inquiries.

115. Ms. Brooks did not feel comfortable sending the additional \$5,000 to Global Express Manufacturing. The more she questioned Mr. Dombrowski about Global Express Manufacturing and Invents, the more suspicious she became. Ultimately, she sent Mr. Dombrowski and Dorothy@invents.com an email stating her belief that the companies were engaging in fraudulent business activities.

116. Rather than contest her assertions, Mr. Dombrowski replied via email, “Happy Hunting.”

117. Mr. Dombrowski’s response is *apropos*: Defendants use sophisticated and crafty mechanisms to avoid liability by employing a web of seemingly independent entities – invention

promotion companies, private money lenders, patent attorneys, licensing companies, distribution companies and manufacturing companies – that act in concert to defraud Class Plaintiffs. The ownership (and even existence) of many of these entities is shrouded in mystery. This is a purposeful element of Defendants' fraudulent scheme in their attempt to ensure that potential claimants will never recover any funds.

118. Upon information and belief, Mr. Dombrowski is listed on various internet websites as employed by Defendants Invention Submission Corporation, InventHelp and Invents. He at all times herein acted with apparent authority on behalf of all Defendants.

119. To date, Ms. Brooks has handed over approximately \$12,000 to Defendants for fraudulent services that they have not provided.

120. Defendants' acts have the same or similar purposes and results (*i.e.* carry out a scheme to defraud Plaintiff and Class Members of money), participants (*i.e.* Defendants), victims (*i.e.* the Plaintiff and Class Members), methods of commission (*i.e.* using television, telephone and internet networks to falsely represent to Plaintiff and Class Members that the inventions were patentable and profitable), and are not isolated events.

121. Through the aforementioned pattern, Defendants conducted or participated in the affairs of an "enterprise."

122. The "enterprise" consists of the group of all Defendants informally associated together in fact, and functioning as a continuing unit, for the common purpose of fraudulently charging Plaintiff and Class Members fees and costs for attempting to obtain a patent, and convincing Plaintiff and Class members to enter into contracts whereby Defendants can charge Plaintiff and Class members to develop and market the various inventions. The existence of the "enterprise" is necessary in order for Defendants to carry out their common purpose, as they



need the assistance of each other to convince the inventor that his/her idea is patentable and profitable, with full knowledge that the invention would not receive a utility patent and would not be profitable.

123. The acts described herein amount to continued fraudulent activity and were committed by Defendants in furtherance and pursuance of their continuing enterprise to defraud Plaintiff and Class Members.

124. Defendants fostered and promoted, or engaged in a conspiracy to foster and promote, the systematic and concerted defrauding of Plaintiff and Class Members by fraudulently misrepresenting to Plaintiff and Class Members that the inventions were patentable and profitable, and convincing Plaintiff and Class Members to enter into contracts to develop, manufacture, distribute and market the inventions.

125. Moreover, the “enterprise” is a continuing operation and poses the threat of continued criminal activity, preying upon unsuspecting victims. Defendants’ websites and television commercials continue to tout their invention promotion services to lure potential inventors to enter into contracts with Defendants for fraudulent invention promotion services.

126. Upon information and belief, Defendants defrauded other victims before, during and after they defrauded Plaintiffs. The foregoing demonstrates that there is no obvious terminating goal or date for the “enterprise;” the foregoing acts are part of the “enterprise’s” ongoing, regular way of doing business; and Defendants operate a long-term association that exists for criminal purposes (*e.g.*, fraudulently inducing potential inventors to enter into contracts that obligate the inventors to pay money to Defendants).

127. At the time the aforementioned acts took place, all Defendants presented themselves as having distinct and separate identities, as some of the racketeering acts involved

some Defendants and not others. For example, some customers retain one Defendant to perform certain services, but do not retain other Defendants to perform other services.

128. Defendants participated, directly and indirectly, in the conduct of the “enterprise’s” affairs, as they each had some part in directing those affairs. For example, each Defendant conspired to defraud, and in fact did defraud, Plaintiff and Class Members by converting their money for that Defendant’s personal use. In so doing, each Defendant obtained money from Plaintiff and Class members by means of false or fraudulent pretenses, representations, or promises transmitted through interstate internet and telephone networks.

129. The aforementioned acts of Defendants had some effect on the “enterprise” and the “enterprise” benefitted, as set forth above.

130. Defendants’ conduct employs the use of the public telephone, television, U.S. mail, and internet networks.

131. The injuries to Plaintiffs and the members of the Class were caused by Defendants’ scheme of fraudulently inducing Plaintiffs and Class Members, through false promises, misrepresentations, and omitting material facts, to enter into contractual agreements.

132. Furthermore, most of the misrepresentations and omissions alleged herein are contained on Defendant’s websites.

### **CLASS ALLEGATIONS**

133. Plaintiffs bring this action pursuant to CPLR § 901 on behalf of themselves and all similarly situated persons as described herein.

134. The Class consists of: All persons and entities in the United States who purchased invention promotion, patent, manufacturing, distribution, or consultation services from Defendants.

135. Plaintiffs also seek certification, to the extent necessary and appropriate, of a subclass of individuals defined as: All persons and entities in New York who purchased invention promotion, patent, manufacturing, distribution, or consultation services from Defendants.

136. Subject to additional information obtained through further investigation and discovery, the foregoing definitions may be expanded or narrowed by amendment.

137. Excluded from the Class are Defendants; any parent, subsidiary, or affiliate of Defendants; any entity in which any Defendant has or had a controlling interest or which Defendants otherwise control or controlled; any officer, director, legal representative, predecessor, successor, or assignee of a Defendant.

138. This action is properly maintainable as a class action.

139. The Class is so numerous that joinder of all individual members in one action would be impracticable. Plaintiffs believe that there are thousands of consumers who are Class Members described above who have been damaged by Defendants' deceptive and misleading practices. Defendants have operated the "enterprise" for many years, defrauding hundreds of inventors. The exact number of class members can be determined by appropriate discovery.

140. Plaintiffs' claims are typical of the claims of the Class Members. All are based on the same legal theories and arise from the same unlawful, fraudulent, reckless and/or willful conduct. Plaintiff and the Class have signed identical contracts with Defendants and have been similarly or identically harmed by the same unlawful conduct of Defendants.

141. There are questions of fact and law common to all Class Members that predominate over questions which may affect individual members. These include the following:

- a. Whether Defendants violated N.Y. G.B.L. §§ 349-350;
- b. Whether Defendants are responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased Defendants' products and services;
- b. Whether Defendants' misconduct set forth herein demonstrates that Defendants engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing and sale of their products and services;
- c. Whether Defendants made false and/or misleading statements to the Class and the public concerning the legitimacy and success of their patent, manufacturing, or invention promotion or consultation goods and services;
- d. Whether Defendants' false and misleading statements were likely to deceive the public;
- e. Whether Defendants had a pattern or practice of making fraudulent and false representations to potential inventors in order to induce them to sign contracts and pay money for patent, manufacturing, or invention promotion or consultation services.
- f. Whether Defendants had a pattern or practice of making fraudulent and false representations to potential inventors without revealing that the inventors' ideas are not able to receive a utility patent;
- g. Whether Defendants created an enterprise by working in concert to defraud Plaintiff and Class members;
- h. Whether Defendants engaged in a conspiracy to work in concert to defraud Plaintiff and Class members;

- i. Whether Defendants made fraudulent misrepresentations and misleading statements with the intent to mislead Plaintiff and New York Subclass members;
- j. Whether Defendants fraudulently misrepresented the patentability and profitability of the inventions to Plaintiff and Class members;
- k. Whether Defendants breached the covenant of good faith and fair dealing by committing the acts described herein;
- l. Whether Plaintiffs and the Class have sustained damages and, if so, the proper measure thereof; and
- m. whether Defendants should be enjoined from the actions described herein.

142. Plaintiff is an adequate Class representative because her interests do not conflict with the interest of the Class Members she seeks to represent; her claims are common to all members of the Class and are based upon the same facts (practice or course of conduct) undertaken by Defendants' with respect to all Class Members and are based upon the same legal theories; she has a strong interest in vindicating her rights. The Class Members' interests will be fairly and adequately protected by Plaintiff and her counsel. Defendants have acted in a manner generally applicable to the Class, making relief appropriate with respect to Plaintiff and the Class Members.

143. Plaintiffs have retained counsel experienced and competent in the prosecution of complex class action litigation and they intend to vigorously prosecute this action. Plaintiff and her attorneys are familiar with the subject matter of this action and have already expended substantial hours ascertaining and investigating the allegations herein.

144. A class action is superior to other available means for the fair and efficient adjudication of the claims of the Class members. Common issues of law and fact predominate, as the primary focus is Defendants' deceptive and misleading practices.

145. The proposed class is (i) the surest way to fairly and expeditiously compensate so large a number of injured persons that constitute the Class; (ii) to keep the courts from being inundated by hundreds or thousands of repetitive cases; and (iii) to reduce transaction costs so that the injured class members can obtain the most compensation possible. Accordingly, class treatment presents a superior mechanism for fairly resolving similar issues and claims without repetitious wasteful litigation.

146. Additionally, individual Class Members lack resources to undertake the burden and expense of individual prosecution of these claims. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. It also presents a potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of a single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendants' liability.

147. Without a class action, Defendants will likely retain the benefit of their wrongdoing and will continue a course of action which will result in further damages to Plaintiff and Class Members.

## CLAIMS FOR RELIEF

### COUNT I

#### (Violations of New York General Business Law § 349)

148. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

149. New York General Business Law (“GBL”) § 349 prohibits any business or person from engaging in deceptive business practices in the conduct of any business, trade or commerce or in the furnishing of any service in New York state.

150. Defendants have repeatedly and persistently engaged in material deceptive or misleading consumer-related business practices, i.e., advertising, publishing and selling invention promotion, patent, manufacturing, and consultation services that they do not (nor intend to) provide, misrepresenting the viability and potential profitability of Plaintiffs’ proposed inventions, and lying and/or coercing Plaintiffs into signing fraudulent contracts containing fraudulent provisions seeking to eliminate Plaintiffs’ rights and ability to seek redress within the judicial system.

151. The implementation, publication, and dissemination of Defendants’ invention promotion, patent, manufacturing, and consultation services has been, and continues to be, materially misleading and deceptive to members of the Class and to Plaintiffs in material respects.

152. The implementation, publication, and dissemination of Defendants’ invention promotion, patent, manufacturing, and consultation services are directed toward consumers and has a broad negative impact on the general public, including Plaintiffs and members of the Class.

153. Plaintiffs and Class Members have been injured by reason of being deceived by Defendants into paying Defendants for purported services that Defendants did not (and did not intend to) provide.

154. Defendants' deceptive practices were and are consumer-oriented. Defendants advertise via television commercials and sophisticated internet web pages, among other things, thereby deceiving and attracting large numbers of consumers.

155. Defendants' material misrepresentations were and are substantially uniform in content, presentation and impact upon consumers at large.

156. Defendants' misconduct described herein was intentional, willful, malicious, and in blatant disregard of, or grossly negligent and reckless with respect to, Plaintiffs and the other members of the Class. Defendants are therefore additionally liable for punitive damages, in an amount to be determined at trial.

157. Plaintiffs and other members of the Class entered into agreements with Defendants herein and suffered ascertainable loss as a direct and proximate result of Defendants' actions.

158. Plaintiffs are entitled to damages, including punitive damages, injunctive relief, and attorneys' fees.

## **COUNT II**

### **(Violation of New York General Business Law, § 350)**

159. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.



160. GBL § 350 prohibits false advertising in the conduct of any business, trade or commerce or in the furnishing of any service in New York State.

161. Defendants craft their advertisements, marketing materials, and meetings with consumers to create the impression that they have successfully helped other inventors, and thus that they are reliable and reputable. In truth and in fact, Defendants fail to fulfill almost every promise they make to consumers. After Defendants collect thousands of dollars from consumers (many of modest means) and string them along for months or years, Defendants fail to provide any of the services that they had promised to provide.

162. Defendants have repeatedly and persistently engaged in material deceptive, misleading or false advertising, i.e., disseminating deceptive, misleading or false advertising about their purported invention promotion goods and services that was directed at and which affected consumers, a group that includes Plaintiffs, in violation of GBL § 350 and § 350-a. Defendants' deceptive misleading or false advertising alleged herein are likely to mislead, and have misled, reasonable purchasers of Defendants' services.

163. Plaintiff and Class Members reasonably and justifiably relied on Defendants' deceptive, misleading or false advertising in purchasing Defendants' purported goods and services.

164. Defendants' violation of GBL § 350 has caused Plaintiff and Class Members to suffer injury including paying Defendants for purported goods and services that Defendants did not (and did not intend to) provide.

165. Defendants' deceptive practices were and are consumer-oriented. Defendants advertise via television commercials and sophisticated internet web pages, among other things, thereby deceiving and attracting large numbers of consumers.

166. Defendants willfully and knowingly engaged in the conduct described above.

167. Plaintiffs are entitled to damages, including punitive damages, injunctive relief, and attorneys' fees.

### **COUNT III**

#### **(Violation of State Consumer Protection Statutes)**

168. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

169. Defendants falsely represent that their services will likely result in financial gain for consumers, and that they evaluate the market potential, patentability, technical feasibility and merit of consumers' ideas. In truth and in fact, Defendants do none of these things.

170. Plaintiffs have been injured as a result of Defendants' violations of the following state consumer protection statutes, which also provide a basis for redress to Plaintiff and Class Members based upon Defendants' fraudulent, deceptive, unfair and unconscionable acts practices and conduct.

171. Defendants' conduct as alleged herein violates the consumer protection, unfair trade practices and deceptive acts laws of each of the following jurisdictions:

- a.* **Alaska:** Defendant's practices were and are in violation of Alaska's Unfair Trade Practices and Consumer Protection Act, Alaska Stat. § 45.50.471, *et seq.*
- b.* **Arizona:** Defendant's practices were and are in violation of Arizona's Consumer Fraud Act, Ariz. Rev. Stat. Ann. §§ 44-1521, *et seq.*
- c.* **Arkansas:** Defendant's practices were and are in violation of Arkansas Code Ann. § 4-88-101, *et seq.*

- d. **California:** Defendant's practices were and are in violation of California Consumer Legal Remedies Act, Civil Code§ 1750, *et seq.*, and California's Unfair Competition Law, California Business and Professions Code§ 17200, *et seq.*, and California's False Advertising Law, California Business and Professions Code§ 17500, *et seq.*
- e. **Colorado:** Defendant's practices were and are in violation of Colorado's Consumer Protection Act, Colo. Rev. Stat. §§ 61-1-101, *et seq.*
- f. **Connecticut:** Defendant's practices were and are in violation of Connecticut's Gen. Stat. § 42-110a, *et seq.*
- g. **Delaware:** Defendant's practices were and are in violation of Delaware's Consumer Fraud Act, Del. Code Ann. tit. 6, § 2511, *et seq.* and the Deceptive Trade Practices Act, Del. Code Ann. tit. 6, § 2531, *et seq.*
- h. **District of Columbia:** Defendant's practices were and are in violation of the District of Columbia's Consumer Protection Act, D.C. Code § 28-3901, *et seq.*
- i. **Florida:** Defendant's practices were and are in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.*
- j. **Hawaii:** Defendant's practices were and are in violation of the Hawaii's Uniform Deceptive Trade Practices Act, Haw. Rev. Stat. §

481A-1, *et seq.* and Haw. Rev. Stat. § 480-2.

- k. **Idaho:** Defendant's practices were and are in violation of Idaho's Consumer Protection Act, Idaho Code Ann. § 48-601, *et seq.*
- l. **Illinois:** Defendant's acts and practices were and are in violation of Illinois' Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/2; and Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. 510/2.
- m. **Indiana:** Defendant's practices were and are in violation of Indiana's Deceptive Consumer Sales Act, Ind. Code Ann. § 24-5-0.5-1, *et seq.*
- n. **Kansas:** Defendant's practices were and are in violation of Kansas's Consumer Protection Act, Kat. Stat. Ann. § 50-623, *et seq.*
- o. **Kentucky:** Defendant's practices were and are in violation of Kentucky's Consumer Protection Act, Ky. Rev. Stat. Ann. § 367.110, *et seq.*
- p. **Maine:** Defendant's practices were and are in violation of the Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. Ann. Tit. 5, § 205-A, *et seq.* and 10 Me. Rev. Stat. Ann. § 110I, *et seq.*
- q. **Maryland:** Defendant's practices were and are in violation of Maryland's Consumer Protection Act, Md. Code Ann. Com. Law § 13-101, *et seq.*
- r. **Massachusetts:** Defendant's practices were unfair and deceptive acts and practices in violation of Massachusetts' Consumer Protection Act, Mass. Gen. Laws ch. 93A, § 2.

- s. **Michigan:** Defendant's practices were and are in violation of Michigan's Consumer Protection Act, Mich. Comp. Laws Ann. § 445.901, *et seq.*
- t. **Minnesota:** Defendant's practices were and are in violation of Minnesota's Prevention of Consumer Fraud Act, Minn. Stat. § 325F.68, *et seq.* and the Unlawful Trade Practices law, Minn. Stat. § 325D.09, *et seq.*
- u. **Missouri:** Defendant's practices were and are in violation of Missouri's Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.*
- v. **Nebraska:** Defendant's practices were and are in violation of Nebraska's Consumer Protection Act, Neb. Rev. Stat. § 59-1601, *et seq.* and the Uniform Deceptive Trade Practices Act, § 87-302, *et seq.*
- w. **Nevada:** Defendant's practices were and are in violation of Nevada's Deceptive Trade Practices Act, Nev. Rev. Stat. Ann. §§ 598.0903 and 41.600.
- x. **New Hampshire:** Defendant's practices were and are in violation of New Hampshire's Regulation of Business Practices for Consumer Protection, N.H. Rev. Stat. Ann. § 358-A:1, *et seq.*
- y. **New Jersey:** Defendant's practices were and are in violation of New Jersey's Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1, *et seq.*
- z. **New Mexico:** Defendant's practices were and are in violation of New Mexico's Unfair Practices Act, N.M. Stat. Ann. § 57-12-1, *et seq.*
- aa. **North Carolina:** Defendant's practices were and are in violation of

North Carolina's Unfair Deceptive Trade Practices Act, N.C. Gen. Stat.

Ann. § 75-1, *et seq.*

*bb. North Dakota:* Defendant's practices were and are in violation of North Dakota's Unlawful Sales or Advertising Practices law, N.D. Cent. Code § 51-15- 01, *et seq.*

*cc. Ohio:* Defendant's practices were and are in violation of Ohio's Consumer Sales Practices Act , Ohio Rev. Code Atm. § 1345.01 , *et seq.* and Ohio's Deceptive Trade Practices Act. Ohio Rev. Code Aim. § 4165.01, *et seq.*

*dd. Oklahoma:* Defendant's practices were and are in violation of Oklahoma's Consumer Protection Act, Okla. Stat. Ann. tit. 15 § 751, *et seq.*, and Oklahoma's Deceptive Trade Practices Act, Okla. Stat. Ann. tit. 78 § 51, *et seq.*

*ee. Oregon:* Defendant's practices were and are in violation of Oregon's Unlawful Trade Practices law, Or. Rev. Stat. § 646.605, *et seq.*

*ff. Pennsylvania:* Defendant's practices were and are in violation of Pennsylvania's Unfair Trade Practice and Consumer Protection Law, 73 Pa. Stat. Ann. § 201-1, *et seq.*

*gg. Rhode Island:* Defendant's practice s were and are in violation of Rhode Island's Deceptive Trade Practices Act, R.I. Gen. Laws § 6-13.1-1, *et seq.*

- hh.* **South Dakota:** Defendant's practices were and are in violation of South Dakota's Deceptive Trade Practices and Consumer Protection Act, S.D. Codified Law §37-24-1, *et seq.*
- jj.* **Texas:** Defendant's practices were and are in violation of Texas' Deceptive Trade Practices Consumer Protection Act, Tex. Bus. & Com. Code Ann. § 17.41, *et seq.*
- kk.* **Utah:** Defendant's practices were and are in violation of Utah's Consumer Sales Practices Act, Utah Code Ann. § 13-11-1, *et seq.*, and Utah's Truth in Advertising Law, Utah Code Ann. § 13-11 a-1, *et seq.*
- ll.* **Vermont:** Defendant's practices were and are in violation of Vermont's Consumer Fraud Act, Vt. Stat. Ann. tit. 9 § 2451, *et seq.*
- mm.* **Washington:** Defendant's practices were and are in violation of Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86, *et seq.*
- nn.* **West Virginia:** Defendant's practices were and are in violation of West Virginia's Consumer Credit and Protection Act, W. Va. Code § 46A-6-101, *et seq.*
- oo.* **Wisconsin:** Defendant's practices were and are in violation of Wisconsin's Consumer Act, Wis. Stat. §421.101, *et seq.*

pp. **Wyoming:** Defendant's practice s were and are in violation of

Wyoming's Consumer Protection Act, Wyo. Stat. Ann. §40-12-101, *et*

*seq.*

172. As a result of Defendant's violation s of the aforementioned state's unfair and deceptive practices laws, Plaintiff and Class Members have been injured.

#### **COUNT IV**

##### **(Fraud)**

173. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

174. Defendants falsely represent that their services will likely result in financial gain for consumers, and that they will undertake certain services on consumers' behalf, including but not limited to marketing and promotion of Plaintiffs' proposed inventions. In truth and in fact, Defendants do none of these things.

175. Defendants falsely represent themselves to be independent companies, but they are part and parcel of a single, grand scheme.

176. Defendants represent themselves to be manufacturing and distribution companies, and/or represent that they have contacted such companies on behalf of Plaintiffs. These representations are false.

177. If and when Class Plaintiffs express uncertainty about signing the contracts, oftentimes requesting 'time to think about it' and time to seek legal advice, Defendants employ high pressure tactics, falsely telling Class Plaintiffs that seeking legal advice is unnecessary, that



it will delay the process, that Class Plaintiffs are confused and Defendants will explain each and every provision, and that Class Plaintiffs' are seriously risking potential patents and profits by taking any extra time whatsoever.

178. Defendants often offer to give Class Plaintiffs 'discounts.' If Class Plaintiffs request time to think about signing the contracts and/or making the substantial monetary commitment, Defendants inform them that the discount will be revoked if they do so.

179. If and when Class Plaintiffs express questions or concerns about forfeiting any legal rights that they may have, Defendants' deceptively point out provisions in the purported contracts that appear to retain Class Plaintiffs' rights, while hiding those provisions that seek to vanquish those same rights.

180. Defendants made many other material misrepresentations to and concealed or suppressed material facts from Class Plaintiffs.

181. Defendants knew or believed these material misrepresentations and omissions to be false, or made them with reckless regard for the truth.

182. Defendants misrepresented, concealed or suppressed these facts with the intent to defraud Class Plaintiffs inducing them to purchase Defendants' services and goods.

183. Class Plaintiffs were reasonable in relying on Defendants' misrepresentations and omissions of material facts because Defendants advertised and held themselves out to be credible, legitimate and experienced sellers of invention promotion, manufacturing, distribution, and other such services, and as having extensive knowledge and expertise in bringing new inventions to fruition.

184. At the time Class Plaintiffs acted, they were unaware of the false, concealed and/or suppressed facts and would not have purchased Defendants' goods and services had they known the true facts.

185. As a direct and proximate result of Defendants' misrepresentations and concealment of material facts, Class Plaintiffs have suffered damages, the precise amount to be determined at trial.

**COUNT V**  
**(Fraud In The Factum)**

186. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

187. Fraud permeates all of the dealings and contracts between Class Plaintiffs and all Defendants herein, from start to finish.

188. The agreements and contracts signed by Class Plaintiffs are part and parcel of a grand fraudulent scheme perpetrated by Defendants.

189. Defendants fraudulently misrepresent their identities to Class Plaintiffs, holding themselves out to be representatives of companies that do not in fact exist, and/or holding themselves out to be acting on behalf of one company, when in fact they are acting on behalf of Defendants.

190. Defendants fraudulently misrepresent the actual content of the contracts between Defendants and Class Plaintiffs, thereby tricking Class Plaintiffs into signing documents that state different terms and conditions than those represented by Defendants.

191. Defendants fraudulently misrepresent that Class Plaintiffs are retaining all legal rights and specifically point out purported paragraphs in their agreements to that effect.

192. Defendants fraudulently misrepresent that they will pursue certain actions on behalf of Class Plaintiffs and their proposed inventions, when in truth and in fact they do not nor ever intend to do so.

193. Defendants fraudulently misrepresent the actual content of the various purported agreements they ask Plaintiffs to sign, thereby tricking Plaintiffs into signing documents that are not as they seem.

194. Class Plaintiffs have suffered damages as a result of Defendants' misrepresentations and concealment of material facts.

#### **COUNT V**

##### **(Misrepresentation)**

195. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

196. Defendants have promulgated, disseminated and advertised misrepresentations and other statements in connection with their deceptive invention promotion, patent, manufacturing, and consultation services.

197. The misrepresentations are reflected in their deceptive television and internet advertising, office décor, promotional marketing literature, and written contracts with Class Plaintiffs.

198. The misrepresentations are also made during meetings with Class Plaintiffs.

199. The misrepresentations were and are false, deceptive and misleading at the time they were said, disseminated, published and advertised to the present date.

200. Upon information and belief, at the time of dissemination, publication and advertisement of the misrepresentations, Defendants knew that the statements were false, deceptive and misleading.

201. Upon information and belief, Defendants stated, disseminated, published and advertised the misrepresentations with the intent to deceive and defraud the general public, including Class Plaintiffs.

202. Class Plaintiffs were unaware of the falsity of the misrepresentations and relied upon the misrepresentations and as a result have been defrauded out of large sums of money.

## **COUNT VI**

### **(Breach of Contract)**

203. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

204. Defendants and Plaintiffs and members of the Class entered into various contracts, including “New Product Marketing Agreements,” “Promissory Notes,” “Licensing Agreements,” “Manufacturing Agreements,” and agreements for legal services related to obtaining utility patents.

205. Defendants failed to fulfill the obligations set forth in the above-referenced contracts, thereby breaching their respective contracts with Plaintiffs, and Plaintiffs have been damaged thereby.

206. Upon information and belief, Defendants executed substantially identical contracts with Class Plaintiffs and failed to fulfill their obligations set forth in those contracts, damaging Class Plaintiffs.

207. By reason of the foregoing, Defendants are liable to Plaintiffs and members of the Class for the damages they have suffered as a result of Defendants' actions, the amount of such damages to be determined at trial, plus attorneys' fees.

## **COUNT VII**

### **(Breach of Duty of Good Faith & Fair Dealing)**

208. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

209. Every contract contains an implied covenant of good faith and fair dealing in the performance and enforcement of the contract. The implied covenant is an independent duty and may be breached even if there is no breach of the contract's express terms.

210. Under the contracts described herein, Plaintiffs and Class Members reasonably expected Defendants' to carry out the covenants set forth in those contracts.

211. Defendants arbitrarily and unreasonably did not fulfill the various covenants set forth in the contracts, even though they in fact represented to Plaintiffs and Class Members that they would make best efforts to do so.

212. Defendants acted in bad faith.

213. As a result, Defendants' are liable to Plaintiffs and Class Members for damages in an amount to be determined at trial and attorneys' fees.

**COUNT VIII****(Unjust Enrichment)**

214. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

215. Defendants' conduct as described herein allowed Defendants to knowingly realize substantial revenues from selling their goods and services at the expense of, and to the detriment or impoverishment of, Class Plaintiffs, and to Defendants' benefit and enrichment. Defendants have thereby violated fundamental principles of justice, equity and good conscience.

216. Class Plaintiffs conferred significant financial benefits and paid substantial compensation to Defendants.

217. It is inequitable for Defendants to retain the benefits conferred by Class Plaintiffs.

218. By reason of the foregoing, Defendants are liable to Plaintiffs and members of the Class for the damages they suffered as a result of Defendants' actions, the amount of which shall be determined at trial, plus attorneys' fees.

**COUNT IX****(Civil Conspiracy)**

219. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

220. Defendants knowingly and voluntarily participated in a common scheme to commit unlawful acts or lawful acts in an unlawful manner, stealing the Plaintiffs and Class members' money and property.

221. Defendants made and continue to make false and fraudulent statements, false promises, misleading representations, and omitting material facts to Plaintiff and Class members

pertaining to the uniqueness, patentability, and profitability, among other things, of their inventions, as set forth above.

222. Defendants use email and other forms of electronic communication to deceive, defraud, and pressure Plaintiff and Class Members, misleading them about the patentability and profitability of their inventions. Defendants work in concert to induce Plaintiff and Class Members to enter into contracts and/or become indebted to Defendants in relation to invention development and marketing services

223. The aforementioned tortious acts were committed by Defendants in furtherance and pursuance of their conspiratorial agreement to steal the Plaintiffs and Class members' money and property.

224. All Defendants are liable for the tortious conduct of the other Defendants, as they (a) performed the tortious acts in concert with the others and pursuant to a common design with them, (b) knew that the other Defendants' conduct constituted tortious conduct and gave substantial assistance or encouragement to the other Defendants, and (c) gave substantial assistance to the other Defendants in accomplishing the tortious result and their own conduct, separately considered, constituted tortious conduct towards Plaintiff and Class members.

225. As a direct and proximate result of the foregoing, Plaintiff and Class members have been damaged in an amount to be determined at trial.

### **COUNT X**

#### **(Breach of Fiduciary Duty)**

226. Plaintiffs reallege and incorporate herein by reference each and every foregoing paragraph of this Complaint as if set forth in full.

227. Defendants Ashkan Najafi, Esq. and RG Patent Consulting owe Class Plaintiffs fiduciary duties, including advising and acting in Class Plaintiffs' best interests.

228. Defendants breached their fiduciary duties of care by, among other things, advising Class Plaintiffs to apply for utility patents even though Defendants were aware that Class Plaintiffs' idea were not suitable for utility patents for various reasons. Defendants also had first-hand knowledge of hundreds of customers, referred by Invents and/or InventHelp, that did not receive utility patents and complained that Invents and/or InventHelp are frauds. Yet, Defendants informed Class Plaintiffs of none of these facts and instead advised them to apply for utility patents.

229. Class Plaintiffs have been damaged by Defendants' breach of their fiduciary duties.

### **JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

**WHEREFORE**, Plaintiffs, on behalf themselves and the Class, pray for judgment as follows:

- (a) Issue and Order certifying the Class as defined above, appointing the Plaintiffs as Class representatives, and designating their Attorneys as Class Counsel;
- (b) Find that Defendants have committed the violations of statutory and common law alleged herein;
- (c) Enter an Order granting monetary relief, including punitive damages on behalf of the Class in an amount at least \$36,000,000.00;



- (d) Determine that Defendants have been unjustly enriched as a result of their wrongful conduct, and enter an appropriate Order awarding restitution and monetary damages;
- (e) Determine that Defendants breached their contracts with Plaintiffs and Class Members and enter an appropriate Order awarding restitution and monetary damages;
- (f) Enter an Order granting all appropriate relief on behalf of the Class under the applicable state statutory and common laws;
- (g) Render an award of compensatory damages, the amount of which is to be determined at trial;
- (h) Enter judgment including interest, costs, reasonable attorneys' fees, and expenses;
- (i) Entering preliminary and permanent injunctive relief against Defendants, directing Defendants to correct their practices and to comply with consumer protection statutes nationwide, including New York consumer protection laws;
- (j) Granting such other and further relief as the Court may deem just and proper.

Dated: White Plains, New York  
January 24, 2018

OXMAN LAW GROUP, PLLC  
*Attorney for Plaintiff*

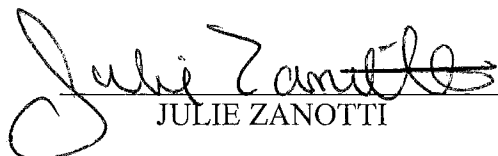
By: 

JULIE PECHERSKY PLITT, ESQ.  
120 Bloomingdale Road, Suite 100  
White Plains, New York 10605  
(914) 422-3900  
(914) 422-3636 (Fax)  
[jplitt@oxmanlaw.com](mailto:jplitt@oxmanlaw.com)

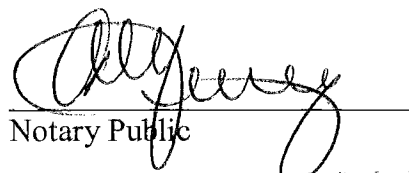
STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF WESTCHESTER         )

JULIE ZANOTTI, being duly sworn deposes and says:

I am one of the Plaintiffs in the foregoing action; I have read the annexed Class Action Complaint, know the contents thereof; the same are true to the best of my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

  
JULIE ZANOTTI

Sworn to before me  
this 25 day of January, 2018

  
Notary Public

