

Procedure, who purchased Prehired's training program, signed Defendants' Income Share Agreement ("ISA"), and were sued by Prehired Recruiting, LLC, from the earliest allowable time through the date of resolution of this action (the "Class Period"). Plaintiff's allegations against Defendants are based upon information and belief and upon investigation of Plaintiff's counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge. By and through his counsel, Plaintiff alleges the following against Defendants:

I. JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this class action under 28 U.S.C. § 1332(d), which, under the provisions of the Class Action Fairness Act ("CAFA"), provides federal courts original jurisdiction over any class action in which any member of a class is a citizen of a state different from any defendant, and in which the matter in controversy exceeds in the aggregate the sum of \$5 million, exclusive of interest and costs. Plaintiff seeks certification of a class of all persons who purchased Prehired's training program, signed Defendants' ISA, and were sued by Prehired Recruiting, LLC during the Class Period. Such persons reside in the 50 United States and the District of Columbia.
3. The Court has personal jurisdiction over each Defendant. Each Defendant has conducted and does conduct business within the State of Georgia. Each Defendant contracts with Georgia citizens and does business within the State of Georgia. Moreover, each Defendant, directly and/or through intermediaries (including distributors, retailers, and others), distributes, offers for sale, sells, advertises and/or enforces the Prehired training program and/or ISA in the United States and the State of Georgia. Prehired, Leif, Meratas, and ISA Plus, LLC have purposefully and voluntarily placed the Prehired training program and ISA

into the stream of commerce with the expectation that the training program will be purchased and the ISA will be signed by consumers in Georgia. Additionally, Prehired Recruiting, LLC, brought lawsuits against members of the State of Georgia involving the Prehired training program and ISA. The Prehired training program and ISA has been and continues to be purchased and/or signed by consumers in Georgia. Each Defendant intentionally avails itself of the Georgia market through its marketing, sales and/or enforcement of the Prehired training program and ISA in the State of Georgia, by entering into ISA contracts in the State of Georgia, and/or by having such other contacts with Georgia so as to render the exercise of jurisdiction over it by the Georgia court consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in this judicial district.
5. No other forum would be more convenient for the parties and witnesses to litigate this action.

II. NATURE OF THE ACTION

6. This is a putative class action on behalf of a nationwide class seeking redress for Defendants' deceptive practices in its marketing, advertising, execution, and/or enforcement of the Prehired training program and ISA.
7. Defendants Prehired and Prehired Recruiting, LLC, are now being investigated by the Attorney General for the State of Delaware and are being sued by the Attorney General for the State of Washington for the conduct alleged in this Complaint.

8. Consumers are constantly and increasingly seeking to earn more money and, as a result, many consumers are interested in educational products that assist in improving their employment opportunities.
9. The Prehired training program and ISA is deceptively marketed, advertised, and sold to Plaintiff and the other Class members as a video-based educational training and mentorship program that helps consumers learn about tech/software sales so they can earn a six-figure salary, while paying nothing to Prehired up front.
10. The Prehired ISA does not describe the Prehired training program that consumers purchase when they sign the ISA.
11. Unbeknownst to consumers, the Prehired training program is nothing more than approximately fifteen (15) hours of online training videos, recorded by Defendant Joshua Jordan. In return, consumers are required under the ISA to pay Prehired 12.5% of their salary for four years, or up to \$30,000.00. However, Prehired charges all consumers who sign the ISA \$30,000.00, even if they do not finish, or even start, the Prehired training program, and even if Prehired unilaterally removes them from the program.
12. The Prehired training program is a for-profit nonpublic postsecondary educational institution.
13. The central message of Prehired's marketing and advertising is that the Prehired training program and ISA was designed as a "no risk program" with a job guarantee.
14. Prehired's claims regarding the Prehired training program and ISA are false and misleading because there is no job guarantee for consumers who complete the Prehired training program.

15. Prehired markets and advertises the Prehired training program and ISA as being practical for any schedule.
16. Prehired claims that, “Even if you already have a full-time job, a house full of kids, or other commitments it’s still possible to complete the program.”
17. Prehired advertises the amount of time it takes to complete the Prehired training program falsely and inconsistently on its website, claiming the program is (a) 60 hours, (b) 60-120 hours, (c) up to 180 hours, and (d) 12 weeks.
18. Contrary to Prehired’s marketing and advertising, some consumers were able to complete the Prehired training program in one week, while for other consumers who had prior commitments and no background in tech sales, it took substantially longer than advertised to complete the training program, or they were not able to complete the training program at all.
19. In reality, the Prehired training program was designed so members of the Class would not be able to complete the program.
20. In reality, the Prehired training program was comprised of worthless video-based training courses followed by requirements that are nearly impossible to meet.
21. Prehired advertises that consumers “start paying dues only *after* they land a job.” (emphasis in original).
22. Prehired advertises that consumers “pay nothing until you start earning.”
23. Contrary to Prehired’s marketing and advertising, Prehired charges all consumers who sign the ISA \$30,000.00, even if they do not finish, or even start, the Prehired training program, and even if Prehired unilaterally removes them from the program.

24. Prehired uses its advertising and marketing of the Prehired training program to entice consumers to sign the Prehired ISA.¹
25. The Prehired ISA is an adhesion contract that does not contemplate reasonable liquidated damages, and instead penalizes members of the Class who do not complete the Prehired training program.
26. The Prehired ISA penalizes members of the Class who do not even start the Prehired training program.
27. The Prehired ISA penalizes members of the Class even if Defendants do not perform on the contract and incur no losses or damages.
28. Defendants use the ISA to penalize members of the Class even if Prehired unilaterally removes members of the Class from the Prehired training program.
29. The Prehired ISA does not allow members of the Class to cancel the contract even if they do not start or complete the Prehired training program.
30. The Prehired ISA uses definitions within definitions and confusing language to hide the fact that members of the Class who sign the Agreement will pay \$20,000.00 to \$30,000.00 after completing the Prehired training program, despite the coursework taking as little as 1-2 weeks (or 60 hours) to complete.
31. The Prehired ISA uses definitions within definitions and confusing language to hide the fact that members of the Class who sign the Agreement will pay \$20,000.00 to \$30,000.00

¹ Defendants Meratas and Leif designed and implemented two separate, but substantially similar, ISA agreements utilized by Prehired (the “Meratas ISA” and the “Leif ISA”). They are referred to collectively as the “Prehired ISA.” The Leif ISA is attached hereto as Exhibit K. The Meratas ISA is attached hereto as Exhibit L.

just for signing the ISA, even if members of the Class never start or complete the training program.

32. On or about January 7, 2020, Prehired sold and transferred all of its rights, interests, and title in the ISAs to ISA Plus, LLC.
33. Despite the foregoing, Prehired Recruiting, LLC, which was not a party to any ISA, filed nearly three hundred (300) lawsuits against members of the Class who did not pay Prehired \$30,000.00 after signing the ISA.²
34. Prehired Recruiting, LLC filed lawsuits against the members of the Class and, along with Joshua Jordan, engaged in deceptive, misleading, and unlawful acts to collect money from the members of the Class in the following ways:
 - a. Prehired Recruiting, LLC was not a party to any of the ISAs.
 - b. Prehired Recruiting, LLC, never had any rights, interest, or title to the ISAs.
 - c. Neither Prehired, LLC, nor Joshua Jordan had any rights, interest, or title in the ISAs because their rights, interest, and title had been sold to ISA Plus, LLC.
 - d. Despite signatories to the ISAs living throughout the country, Prehired Recruiting, LLC filed all of its lawsuits in Delaware state court, where the Court does not have personal jurisdiction over nearly all members of the Class;
 - e. Prehired Recruiting, LLC failed to properly serve members of the Class with the lawsuits filed against them;
 - f. Prehired Recruiting, LLC sued members of the Class for \$25,000.00 each despite the fact that Prehired and Prehired Recruiting, LLC did not suffer any damages;

² Defendants' filings do not specify which Prehired Recruiting entity is the plaintiff in these collection actions.

- g. Despite the Prehired ISA allowing for pro rata payment if members of the class do not complete the program, Prehired Recruiting, LLC sued all members of the class for \$25,000.00, nearly the maximum amount that Prehired charges consumers under the ISA;
 - h. Prehired Recruiting, LLC filed the lawsuits against members of the class seeking specific performance under the ISA despite the fact that Prehired did not perform under the contract and did not incur any losses or damages;
 - i. Prehired Recruiting, LLC sued members of the Class for \$25,000.00 each despite the fact that the training program is comprised of worthless training courses.
35. As a result of Prehired's deceptive marketing and advertising, Defendants have generated substantial revenues from sales of the Prehired training program, from the Prehired ISA, and from improper lawsuits filed against members of the Class.
36. The laws of many states where Prehired operates, including but not limited to, Georgia, Washington, North Carolina, and California, require educational institutions such as Prehired to obtain a license, approval, or authorization from the State in order to operate in that State.
37. Prehired does not have a license, approval, or authorization to operate as required by many states, including, but not limited to, Georgia, Washington, North Carolina, and California.
38. Prehired violated the licensing, approval and/or authorization laws of numerous states, including, but not limited to, Georgia, Washington, North Carolina, and California, which provide that the ISAs are therefore void and/or unenforceable.
39. Many or all of the ISAs are void and/or unenforceable, including Plaintiff's ISA.
40. The Prehired ISAs contain a choice of law provision that is void and/or unenforceable.

41. The Leif ISAs contain an arbitration clause that is unconscionable, void and/or unenforceable under Georgia law.
42. The arbitration clause in the Leif ISAs lacks consideration and is therefore void and/or unenforceable.
43. The arbitration clause in the Leif ISAs lacks mutuality and is therefore void and/or unenforceable.
44. The arbitration clause in the Leif ISA does not explain Plaintiff's rights in layman terms, and these rights were not otherwise explained to Plaintiff or members of the Class.
45. The Meratas ISAs contain a jury trial waiver clause that is unconscionable, void and/or unenforceable.
46. The Prehired ISAs contain a class action waiver clause that is unconscionable, void, and/or unenforceable.
47. The Prehired ISAs, arbitration clauses, and class action waivers violate and oppose public policy.
48. By filing nearly 300 complaints in Delaware state court, Prehired Recruiting, LLC and Prehired acted inconsistently with their right to arbitrate the case at bar and waived such right.
49. Georgia Code 20-3-250.7(a)(1), the Nonpublic Postsecondary Educational Institutions Act of 1990, prohibits, among other things, operating a nonpublic postsecondary educational institution or conducting postsecondary activities in the state unless the person, group, or entity operating the institution or conducting the activities is issued a current certificate of valid authorization by the executive director.

50. Prehired is a nonpublic postsecondary educational institution as defined by the Georgia Code, and Prehired conducted postsecondary activities in Georgia.
51. “Any contract entered into with any person for any course of instruction by or on behalf of any owner, employee, or other representative of a nonpublic postsecondary educational institution subject to this part to which a certificate of authorization has not been issued shall be unenforceable in any action brought thereon.” Georgia Code 20-3-250.7(e).
52. Prehired, which is not listed among the nonpublic postsecondary educational institutions that hold a current certificate of valid authorization in Georgia, violated Georgia Code 20-3-250.7(a)(1).
53. Georgia law also provides that “(a) No person, group, or entity of whatever kind, alone or in concert with others, shall:
- a. (4) Make or cause to be made any statement or representation, oral, written, or visual, in connection with the offering or publicizing of a course, if such person knows or reasonably should have known the statement or representation to be false, deceptive, substantially inaccurate, or misleading.
 - b. (5) Instruct or educate, or offer to instruct or educate, including advertising or soliciting for such purpose, enroll or offer to enroll, contract or offer to contract with any person for such purpose, or award any educational credential, or contract with any institution or party to perform any such act, in this state, whether such person, group, or entity is located within or outside this state, unless such person, group, or entity observes and is in compliance with the minimum standards set forth in Code Section 20-3-250.6, the criteria established by the commission pursuant to

paragraph (2) of subsection (b) of Code Section 20-3-250.5, and the rules and regulations adopted by the commission.

- c. (6) Promise or guarantee employment utilizing information, training, or skill purported to be provided or otherwise enhanced by a course, unless the promisor or guarantor offers the student or prospective student a bona fide contract of employment agreeing to employ said student or prospective student for a specified period of time in a business or other enterprise regularly conducted by him or her where such information, training, or skill is a normal condition of employment.
- d. (7) Do any act constituting part of the conduct or administration of a course or the obtaining of students thereof, if such person knows or reasonably should know that any phase or incident of the conduct or administration of the course is being carried on by the use of fraud, deception, other misrepresentation, or by any person soliciting students without a permit.” Georgia Code 20-3-250.7.

54. Prehired violated the aforementioned sections of the Georgia Nonpublic Postsecondary Educational Institutions Act.

55. Meratas and Leif violated, at least, section 20-3-250.7(a)(7) of the Georgia Nonpublic Postsecondary Educational Institutions Act.

56. Plaintiff’s Leif ISA does not disclose that Prehired did not have a current certificate of valid authorization to operate in Georgia in violation of Georgia law.

57. Plaintiff’s Leif ISA does not advise Plaintiff of his rights under Georgia law, including that the ISA is unenforceable.

58. Georgia Code 20-3-250.7(f) provides that “Any person, group, or entity or any owner, officer, agent, or employee thereof who willfully violates this Code section, Code Section

20-3-250.8, or willfully fails or refuses to deposit with the executive director the records required by Code Section 20-3-250.17 shall be guilty of a misdemeanor.”

59. Because Defendants’ conduct violates Georgia law, and because Prehired was never issued a certificate of valid authorization to operate in Georgia, Plaintiff’s contract is unenforceable and Plaintiff seeks to void his contract and the contracts of other Georgia residents who financed their Prehired training through an illegal ISA.
60. The Prehired ISAs signed by members of the Class in Georgia are unconscionable, void, and unenforceable.
61. At least twenty-five (25) members of the Class reside in Georgia, signed Prehired’s ISA in Georgia, engaged in Prehired’s training program in Georgia, and were subsequently sued by Prehired Recruiting, LLC and Joshua Jordan in Delaware State Court. *See* Exhibit M.
62. Washington Code 28C.10.090 requires private vocational schools like Prehired to be licensed under the statute in order to “conduct business of any kind, make any offers, advertise or solicit, or enter into any contracts.”
63. Prehired is a private vocational school as defined by the Washington Code.
64. “A note, instrument, or other evidence of indebtedness or contract relating to payment for education is not enforceable in the courts of this state by a private vocational school or holder of the instrument unless the private vocational school was licensed under this chapter at the time the note, instrument, or other evidence of indebtedness or contract was entered into.” Washington Code 28C.10.180.
65. Prehired, which is not listed among the private vocational schools that hold a current license under the Washington Code, violated Washington Code 28C.10.090.

66. Washington law also provides that “If a contract or evidence of indebtedness contains any of the following agreements, the contract is voidable at the option of the student or prospective student:
- a. (1) That the law of another state shall apply;
 - b. (2) That the maker or any person liable on the contract or evidence of indebtedness consents to the jurisdiction of another state;” Washington Code 28C.10.170
67. Prehired and Leif violated section 28C.10.170(1) of the Washington Code because their ISAs contain a “governing law” clause which states that the laws of New York govern the contract.
68. Prehired and Meratas violated sections 28C.10.170(1)-(2) of the Washington Code because their ISAs contain a choice of jurisdiction and venue clause, and a “governing law” clause which states that jurisdiction and venue is in New York and the laws of New York govern the contract.
69. A violation of Wash. Rev. Code § 28C.10 et seq. “affects the public interest and is an unfair or deceptive act or practice in violation of Wash. Rev. Code § 19.86.020 of the [Washington] Consumer Protection Act.”
70. The Prehired ISAs signed by members of the Class in Washington are unconscionable, void, and unenforceable.
71. At least six (6) members of the Class reside in Washington, signed Prehired’s ISA in Washington, engaged in Prehired’s training program in Washington, and were subsequently sued by Prehired Recruiting, LLC and Joshua Jordan in Delaware State Court. *See Exhibit N.*

72. North Carolina Gen. Stat. 115D-90(a) requires proprietary schools like Prehired to obtain a license in order to “operate, conduct or maintain or offer to operate in this State.”
73. Prehired is a proprietary school as defined by the North Carolina Gen. Stat. 115D-87 *et. seq.*
74. “All contracts entered into by proprietary schools with students or prospective students, and all promissory notes or other evidence of indebtedness taken in lieu of cash payments by such schools shall be null and void unless such schools are duly licensed as required by this Article.” North Carolina Gen. Stat. 115D-97.
75. The operation of a proprietary school without first obtaining a license is a misdemeanor under North Carolina law. North Carolina Gen. Stat. 115D-96.
76. Prehired, which is not listed among the proprietary schools that holds a current license under the North Carolina statute, violated Carolina Gen. Stat. 115D-90(a).
77. The Prehired ISAs signed by members of the Class in North Carolina are unconscionable, void, and unenforceable.
78. At least seventeen (17) members of the Class reside in North Carolina, signed Prehired’s ISA in North Carolina, and engaged in Prehired’s training program in North Carolina, were subsequently sued by Prehired Recruiting, LLC and Joshua Jordan in Delaware State Court. *See Exhibit O.*
79. The California Education Code, California Private Postsecondary Education Act, section 94886, requires any person conducting or doing business as a private post-secondary educational institution to obtain approval to operate under the statute. Cal. Educ. Code 94886.

80. Prehired is a private post-secondary educational institution as defined by the California Private Postsecondary Education Act.
81. “A note, instrument, or other evidence of indebtedness relating to payment for an educational program is not enforceable by an institution unless, at the time of execution of the note, instrument, or other evidence of indebtedness, the institution held an approval to operate.” Cal. Educ. Code 94917.
82. Prehired, which is not listed among the private postsecondary educational institutions that have been approved in California, violated the [California Education Code section 94886](#).
83. The Prehired ISAs signed by members of the Class in California are unconscionable, void, and unenforceable.
84. At least ten (10) members of the Class reside in California, signed Prehired’s ISA in California, and engaged in Prehired’s training program in California, were subsequently sued by Prehired Recruiting, LLC and Joshua Jordan in Delaware State Court. *See* Exhibit P.
85. Defendants’ ISAs were intentionally drafted to aid Prehired and Prehired Recruiting, LLC in perpetuating their fraudulent scheme against members of the Class.
86. Persons like Prehired Recruiting, LLC, Prehired, LLC, Joshua Jordan, Leif Technologies, Inc., Meratas Inc., and ISA Plus, LLC illicitly profit by promoting education classes that supposedly will allow student to achieve a “6-Figure Sales Career in 12 Weeks.” Instead, they follow a common scheme in which a few-week, worthless training course ultimately costs tens of thousands of dollars and years of hassle.

III. PARTIES

87. Plaintiff, Nathan Nguyen, is a natural person residing in Snellville, Gwinnett County, Georgia.
88. During the Class Period, Plaintiff purchased the Prehired training program and signed Prehired's ISA. Prior to purchasing the Prehired training program and signing the ISA, Plaintiff viewed and specifically relied upon all of the representations made by Prehired on Prehired's website, on Prehired's profile on LinkedIn, and in emails Prehired and Prehired's agents sent to Plaintiff.
89. Defendant Prehired Recruiting, LLC, is a Florida limited liability company with a principal place of business at 3902 Henderson Blvd, Suite 208-11, Tampa, Florida.
90. Defendant Prehired Recruiting, LLC, is a Delaware limited liability company with a principal place of business at 8 The Green, Suite B, Dover, DE 19901.
91. Defendant Prehired Recruiting, LLC, was incorporated in Delaware on December 29, 2021, approximately two years after Plaintiff signed Defendant's ISA, for the sole purposes of creating a nexus with Delaware, bringing baseless lawsuits against members of the Class, and misleading members of the Class into believing that they had transacted with a Delaware entity when they had not.
92. Defendant Prehired Recruiting, LLC, has never conducted business operations in Delaware.
93. Defendant Prehired, LLC is a Florida limited liability company with a principal place of business at 3902 Henderson Blvd, Suite 208-11, Tampa, Florida.
94. Defendant Prehired, LLC is a Delaware limited liability company with a principal place of business at 8 The Green, Suite B, Dover, DE 19901.

95. Defendant Prehired, LLC, was incorporated in Delaware on December 23, 2021, approximately two years after Plaintiff signed Defendant's ISA, for the sole purposes of creating a nexus with Delaware, and misleading members of the Class into believing that they had transacted with a Delaware entity when they had not.
96. Defendant Prehired, LLC, has never conducted business operations in Delaware.
97. Defendant Prehired, LLC, the Florida limited liability company, is a party to the ISAs signed by members of the Class.
98. Defendant Prehired Recruiting, LLC, is not a party to any ISA signed by any member of the Class.
99. Despite not being a party to any ISA, Defendant Prehired Recruiting, LLC, filed nearly three hundred (300) lawsuits against members of the Class.
100. Defendant Prehired Recruiting, LLC is not an assignee of the Prehired ISAs, nor is it an assignee, agent, designee, servicer, officer, director, employee, affiliate, subsidiary, parent of and/or debt collector for Prehired, LLC.
101. Defendant Joshua Jordan is a citizen of the State of South Carolina.
102. Defendant Joshua Jordan has never conducted business operations in Delaware.
103. Defendant Joshua Jordan is the president, CEO, owner, director and/or partner of Defendant Prehired Recruiting, LLC, and Defendant Prehired, LLC, and regularly directs the business practices of Prehired Recruiting, LLC, and Prehired, LLC.
104. At all relevant times, acting alone or in concert with others, Joshua Jordan has formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Prehired Recruiting, LLC, and Prehired, LLC and their employees, including the acts and practices set forth in this Complaint.

105. Defendant Meratas is a corporation with headquarters in Connecticut.
106. Defendant Leif is a corporation with headquarters in New York.
107. Defendant ISA Plus, LLC is a Delaware limited liability company.
108. Defendant ISA Plus, LLC is the corporate successor to SELF Financial, a Delaware limited liability company.
109. Defendants Meratas and Leif designed and implemented two separate, but substantially similar, ISA agreements utilized by Prehired (the “Meratas ISA” and the “Leif ISA”).
110. Under the Meratas ISA, Meratas is designated as Prehired LLC’s “agent” to “manage the customer portal.”
111. Under the Meratas ISA, Meratas has the “authority to act on behalf of” Prehired LLC, including to verify Prehired members’ employment status, monitor their earned income, process payments, and perform account reconciliations.
112. Under the Leif ISA, Leif is designated as Prehired LLC’s “agent” including for “managing and processing all aspects of this Agreement.”
113. Under the Leif ISA, Leif has the authority to monitor earned income, process payments, and perform reconciliations.
114. Plaintiff signed the Leif ISA with Prehired LLC.
115. Defendants were and are doing business within this Judicial District.

IV. ALLEGATIONS OF FACT

116. In the course of, and prior to purchasing the Prehired training program and signing Prehired’s ISA, Plaintiff reviewed the statements contained on Prehired’s website regarding the training program.

117. In the course of, and prior to purchasing the Prehired training program and signing Prehired's ISA, Plaintiff reviewed the statements contained on Prehired's profile on LinkedIn regarding the Prehired training program, which mirror the statements contained on Prehired's website.
118. In the course of, and prior to purchasing the Prehired training program and signing Prehired's ISA, Plaintiff reviewed the statements made by Joshua Jordan and Prehired's agents over the telephone and via email regarding the Prehired training program, which mirror the statements contained on Prehired's website.
119. The website that Plaintiff visited included Prehired's representation that it admitted only less than 5% of applicants. Based on that representation, Plaintiff believed the program was a selective training program that would provide the benefits of a college education without the time commitment.
120. On September 19, 2019, Plaintiff signed Prehired's ISA and purchased Prehired's training program.
121. The "mentors" assigned to Plaintiff merely enforced Defendant's requirements rather than provided guidance.
122. The "mentors" assigned to Plaintiff were often unavailable.
123. Plaintiff completed the video-based "coursework" portion of the Prehired training program, but Prehired's requirements for the "career search process" portion of the Prehired training program were impossible to comply with.
124. As part of the "career search process" portion of the training program, Prehired required Plaintiff and members of the Class to "apply" to 20 tech companies each and every week.

125. Plaintiff discovered that there are not enough tech companies in his area to consistently apply to 20 tech companies each and every week.
126. Prehired required Plaintiff and members of the Class to apply to tech companies through the companies' own application process, and additionally required Plaintiff and members of the Class—as part of the 20 weekly “applications”—to find each company's hiring manager and/or sales director on LinkedIn, find their email address, and send them numerous messages via email and LinkedIn.
127. Prehired's required “application” process as part of its training program was impossible for Plaintiff to comply with and required Plaintiff to harass hiring managers.
128. Prehired subsequently and unilaterally removed Plaintiff from the Prehired training program.
129. Despite unilaterally removing Plaintiff from the Prehired training program, Prehired attempted to persuade Plaintiff into returning, and threatened to charge Plaintiff \$30,000.00 in tuition fees if he did not return.
130. Prehired sent Plaintiff's \$30,000.00 “tuition bill” to collections.
131. Several collection agencies refused to collect the debt upon learning about Prehired's scheme.
132. Prehired advertises and markets the Prehired training program and ISA as an educational tool that guarantees consumers a job with no up-front costs.
133. Prehired advertises and markets the Prehired training program as a simple process that any consumer can complete.

134. As described within this Complaint, Prehired's Class Period representations in marketing and advertising the Prehired training program and ISA are misleading because they:

- a. Omit that once consumers sign the Meratas ISA, they cannot cancel it after seven days;
- b. Omit that once consumers sign the Leif ISA, they cannot cancel it at all;
- c. Omit that once consumers sign the ISA, they owe Defendants \$30,000.00 even if the training program is not completed or even started;
- d. Omit that once consumers sign the ISA, Defendants will charge them \$30,000.00 even if Prehired unilaterally removes consumers from the training program;
- e. Falsely claim that Prehired guarantees a job to consumers upon completion of the training program;
- f. Falsely claim that a mentor will be available to consumers throughout the training program;
- g. Falsely claim that the training program can be completed with any schedule;
- h. Make false and inconsistent claims about when consumers will begin making six-figure salaries with the help of Prehired's product;
- i. Make false and inconsistent claims about the average first-year salary;
- j. Make false and inconsistent claims about how long it takes to complete the training program.

135. As described within this Complaint, Prehired's Class Period representations in marketing and advertising the Prehired training program and ISA are misleading to Georgia consumers because they omit that the training program and ISA violate Georgia law.

136. As described within this Complaint, Prehired's actions are deceptive, misleading, and unlawful because Prehired:

- a. Created the Prehired training program so that members of the Class either (1) could not complete the program or (2) would not complete the program because it is, in fact, worthless;
- b. Planned on members of the Class not completing the program while Defendant had no costs, losses, or expenses;
- c. Planned on members of the Class not completing the program so Defendant could extort them for \$30,000.00;
- d. Refused to charge members of the Class a pro rata share depending on how much of the training program they completed; and
- e. Demanded specific performance on the ISA even though Defendants did not perform on the contract.

137. As described within this Complaint, Defendants' actions are deceptive, misleading, and unlawful because Defendants:

- a. Created the ISA as an adhesion contract with penalties for not completing the training program;
- b. Created the ISA with confusing language and definitions within definitions to hide the fact that members of the Class who sign the ISA will pay \$20,000.00 to \$30,000.00 after completing the Prehired training program, despite the program having no value and taking as little as 1-2 weeks (or 60 hours) to complete;
- c. Created the ISA with confusing language and definitions within definitions to hide the fact that members of the Class who sign the ISA will pay \$20,000.00 to

\$30,000.00 just for signing the ISA, even if members of the Class never start or complete the training program;

- d. Created the ISA for a program that did not have a certificate of authorization in violation of Georgia law;
- e. Created the ISA for a program that did not have a license, approval, or authorization to operate in other states; and/or
- f. Enforced the ISAs despite the ISAs' above-referenced deceptive, misleading, and unlawful characteristics.

138. As described within this Complaint, Prehired Recruiting, LLC and Joshua Jordan's actions are deceptive, misleading, and unlawful because Prehired Recruiting, LLC and Joshua Jordan:

- a. Filed suit against the members of the Class in Delaware state court where the Court does not have personal jurisdiction over most of them;
- b. Refused to properly serve the members of the Class with the lawsuit;
- c. Filed suit against members of the class despite the fact that Prehired Recruiting, LLC was not a party to the ISAs with members of the Class; and
- d. Filed suit against members of the class despite the fact that Prehired had sold its interest, rights, and title to the ISAs to another company.

139. As described within this Complaint, Prehired and Meritas' actions are deceptive, misleading, and unlawful because Prehired and Meritas:

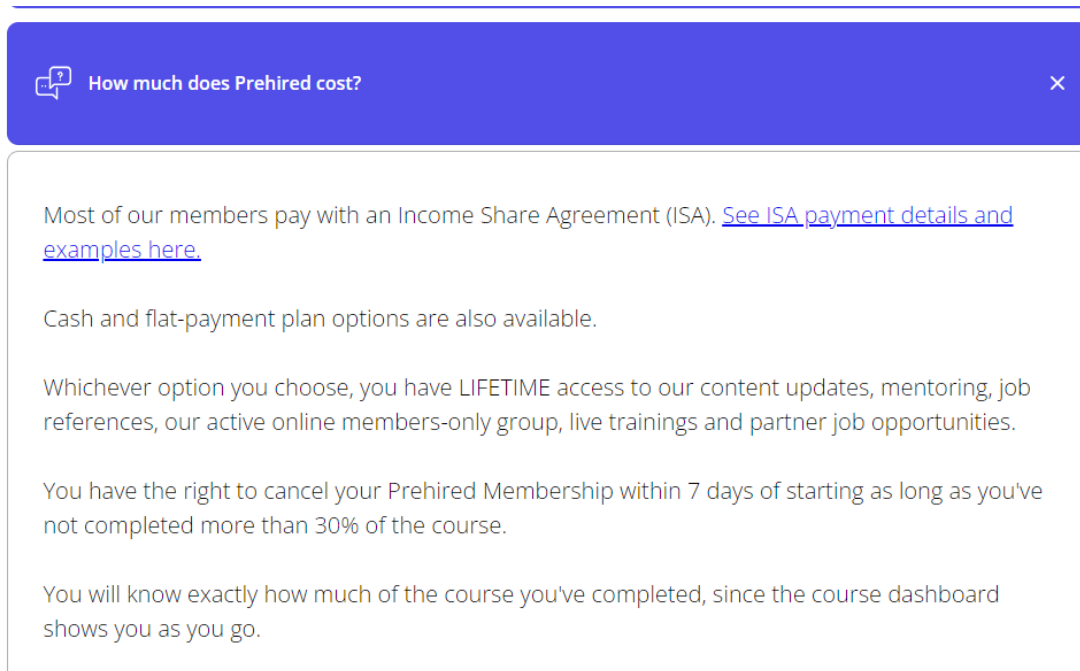
- a. Claimed in the Meratas ISA that the Prehired program is worth \$15,000.00.

A. Prehired's Misrepresentations and Omissions on its Website

140. Throughout the Class Period, Prehired stated on its website that the Prehired training program is a “No Risk Program...” “letting you only start paying after you earn your first paycheck.” *See* Group Exhibit A.
141. Throughout the Class Period, Prehired stated on its website that “Our members only start paying dues only *after* they land a job *and* make enough money per month.” *See* Group Exhibit A (emphasis in original).
142. Throughout the Class Period, Prehired stated on its website that members of the Class “Pay Nothing Until You Start Earning.” *See* Group Exhibit A.
143. Throughout the Class Period, Prehired stated on its website that members of the Class “Pay nothing until you get a job and partner with us in your career.” *See* Group Exhibit A.
144. Throughout the Class Period, Prehired stated on its website that “We guarantee you land a \$60k + job offer.” *See* Group Exhibit B.
145. Throughout the Class Period, Prehired stated on its website that “We guarantee you land a \$60k + job offer within 1 year of finishing coursework.” *See* Group Exhibit B.
146. Throughout the Class Period, Prehired stated on its website that “As a membership association *with a job guarantee...*” *See* Group Exhibit B (emphasis added).
147. Throughout the Class Period, Prehired stated on its website that Prehired members have a “six-figure potential in year 2.” *See* Group Exhibit C.
148. Throughout the Class Period, Prehired stated on its website that “making 6 figures can happen within just a few years.” *See* Group Exhibit C.

149. Throughout the Class Period, Prehired stated on its website that the training program “Fits Your Schedule... Even if you already have a full-time job, a house full of kids, or other commitments it’s still possible to complete the program.” *See* Exhibit D.
150. Throughout the Class Period, Prehired stated on its website that the training program is “60ish hours of course content and your coursework assignments.” *See* Group Exhibit E.
151. Throughout the Class Period, Prehired stated on its website that “you can do [the training program] in as little as 1-2 weeks.” *See* Group Exhibit E.
152. Throughout the Class Period, Prehired stated on its website that the training program “typically takes about 60-120 hours over 6-12 weeks.” *See* Group Exhibit E.
153. Throughout the Class Period, Prehired stated on its website that “Prehired’s program is 40+ hours in course content, another 20 hours of 1:1 work with your Mentor, plus 60 to 120 hours to run our Career Search Process.” *See* Group Exhibit E.
154. Throughout the Class Period, Prehired stated on its website that “Throughout your Prehired experience, you’ll work with a number of different mentors.” *See* Group Exhibit F.
155. Throughout the Class Period, Prehired stated on its website that a career through Prehired can be started “Even if you have no prior experience.” *See* Group Exhibit G.
156. Throughout the Class Period, Prehired stated on its website that “You do NOT need any previous sales experience.” *See* Group Exhibit G.
157. Throughout the Class Period, Prehired stated on its website that “You do NOT need any experience in the [tech] industry.” *See* Group Exhibit G.

158. Throughout the Class Period, Prehired stated on its website that “Prehired members average \$69,000 in their first year.” *See* Group Exhibit H.
159. Throughout the Class Period, Prehired stated on its website that “If you’re making \$6k per month (which is average for our members in year 1)...” *See* Group Exhibit H.
160. Throughout the Class Period, Prehired posted the following on its website:



See Exhibit I.

161. Throughout the Class Period, Prehired made all of the aforementioned statements on its LinkedIn page, in email messages to members of the Class, and/or in telephone conversations with members of the Class.
162. Plaintiff purchased Prehired’s training program and signed Defendants’ ISA reasonably believing, based on Defendant’s representations and omissions, that, indeed, he would not have to pay Prehired until completing the program and finding a job through Prehired, which was false.

163. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Prehired's representations and omissions, that, indeed, Prehired guarantees a job, which it does not.
164. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Prehired's representations and omissions, that, indeed, Prehired's customers begin making six-figure salaries after one year, which they do not.
165. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Defendant's representations and omissions, that, indeed, the program is possible to complete with pre-existing commitments such as a full time job or children, which it is not.
166. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Prehired's representations and omissions, that, indeed, he could complete the program in 60 hours, which he could not.
167. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Prehired's representations and omissions, that, indeed, he would be assigned a mentor, which he was not.
168. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Prehired's representations and omissions, that, indeed, the program could be completed without prior experience in sales or in the tech industry, which it cannot.
169. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Prehired's representations and omissions, that, indeed, he

would not have to pay Prehired until he finished Prehired's training program and found a job, which was not true.

170. Plaintiff purchased Prehired's training program and signed Prehired's ISA reasonably believing, based on Prehired's representations and omissions, that, indeed, the average first-year salary for Prehired's members is \$6,000 per month, or alternatively, \$69,000 per year, which it is not.

171. Plaintiff signed Prehired's ISA and purchased Prehired's training program reasonably believing, based on Prehired's representations and omissions, that, indeed, Prehired's 1-2 week, 60-hour video-based training program would not cost \$30,000.00, which it does.

172. Prehired's website, advertisements, and statements are misleading because:

- a. Contrary to Prehired's advertising that members of the Class will not pay Prehired until they get a job and start working, Prehired's ISA requires members of the Class to pay \$20,000.00 to \$30,000 even if: (1) they do not start the Prehired training program, (2) they do not complete the Prehired training program, or (3) they do not get a job through Prehired. *See* Group Exhibit A.
- b. Contrary to Defendant's advertising that members of the Class will not pay Prehired until they get a job and start working, Prehired uses its ISA to charge members of the Class \$30,000 even if Prehired unilaterally removes them from the training program. *See* Group Exhibit A.
- c. Contrary to Prehired's advertising, Prehired does not offer a job guarantee. Throughout the Class Period, Prehired maintained certain requirements before

members of the Class could qualify for the job guarantee, which could take more than twelve (12) months. *See* Group Exhibit B.

- d. Prehired makes false and inconsistent claims about when consumers will begin making six-figure salaries with the help of Prehired's product. *See* Group Exhibit C.
- e. Contrary to Prehired's advertising, the training program is nearly impossible to complete for members of the Class with pre-existing commitments, such as a full-time job or children. *See* Exhibit D.
- f. The training program is nearly impossible to complete for members of the Class with no pre-existing commitments, such as a full-time job or children. *See* Exhibit D.
- g. Prehired makes false and inconsistent claims about the amount of time it takes to complete the Prehired training program (from 60 hours or 1-2 weeks, to over 180 hours or 12 weeks). *See* Group Exhibit E.
- h. Contrary to Prehired's advertising, the training program can take substantially longer to complete than advertised.
- i. Contrary to Prehired's advertising that "[t]hroughout your Prehired experience, [members of the Class] will work with a number of different mentors," Prehired does not provide mentorship to members of the Class. *See* Group Exhibit F.
- j. Contrary to Prehired's advertising, the training program is nearly impossible to complete without prior experience in sales or in the tech industry. *See* Group Exhibit G.

- k. Prehired makes false and inconsistent claims about the average first-year salary.
See Group Exhibit H.
 - l. Prehired failed to answer the question “How much does Prehired cost?” on its website and failed to clearly disclose that Prehired costs, at a minimum, \$20,000.00, if consumers earn more than \$40,000 per year. *See* Group Exhibit I.
173. Plaintiff read and relied upon the aforementioned statements on Prehired’s website, on Prehired’s LinkedIn page, in email messages from Prehired and Prehired’s agents, and in telephone conversations with Prehired and Prehired’s agents, when Plaintiff purchased Prehired’s training program and signed Prehired’s ISA.

B. Defendants’ Deceptive, Misleading, and Unlawful Acts: The Training Program and Defendants’ Income Share Agreement

174. Prehired created the Prehired training program to be difficult and time consuming to complete.
175. Prehired requires consumers to sign an ISA prior to accessing to the training program.
176. The Meratas ISA and the Leif ISA describe the consideration given to consumers solely as “the program.”
177. Neither the Meratas ISA nor the Leif ISA describes the Prehired training program.
178. The Meratas ISA and the Leif ISA lack consideration because Prehired’s promise to perform is in such uncertain terms that it is illusory.
179. The Meratas ISA and the Leif ISA lack consideration because Defendants failed to disclose material information about the Prehired training program and Prehired acted in bad faith with regard to providing the training program.

180. Prehired failed to provide consideration with regard to the ISAs because the alleged consideration was worth less than promised.
181. Prehired failed to provide consideration with regard to the ISAs because the training program was not delivered as promised.
182. Plaintiff and members of the Class relied solely on Prehired's website, LinkedIn page, email messages from Prehired and Prehired's agents, and telephone conversation with Prehired and Prehired's agents to learn about Prehired's training program.
183. Neither the Meratas ISA nor the Leif ISA reflects the promises, guarantees, and/or statements contained on Prehired's website, LinkedIn page, and email messages as described herein.
184. The Prehired ISA is an adhesion contract that does not contemplate reasonable liquidated damages, but instead penalizes members of the Class who do not complete the Prehired training program by requiring them to pay up to \$30,000.00.
185. The Prehired ISA penalizes members of the Class who do not even start the Prehired training program.
186. Prehired uses the ISA to penalize members of the Class even if Prehired unilaterally removes members of the Class from the Prehired training program.
187. The Prehired ISA penalizes members of the Class even if Defendants have not performed on the contract at all and have not incurred losses, expenses, or damages.
188. Despite the Prehired training program costing Prehired little or no money per customer, and despite the training program being of little or no value to consumers and members of the Class, Defendants' ISAs require consumers who complete the Prehired training program to pay between \$20,000.00 and \$30,000.00.

189. Although the ISA allows consumers who complete the Prehired training program to pay between \$20,000.00 and \$30,000.00, members of the Class who do not finish or even start the training program were threatened to pay the entire \$30,000.00 and sued for \$25,000.00.
190. The Prehired ISA does not include liquidated damages in the event Defendant does not perform on the contract.
191. The Prehired ISA contains an arbitration clause that only applies to claims made by consumers against Prehired, and does not apply to claims made by Prehired against consumers.
192. The Prehired ISA does not allow members of the Class to cancel the contract even if they do not start or complete the Prehired training program.
193. The Prehired ISA uses definitions within definitions and confusing language to hide the fact that members of the Class who sign the ISA will pay \$20,000.00 to \$30,000.00 after completing the Prehired training program, despite the program taking as little as 1-2 weeks (or 60 hours) to complete.
194. The Prehired ISA uses definitions within definitions and confusing language to hide the fact that members of the Class who sign the ISA will be charged \$20,000.00 to \$30,000.00 just for signing the ISA, even if members of the Class never start or complete the training program.
195. Prehired knowingly and intentionally concealed and failed to disclose material facts regarding the Prehired ISA and Prehired's application of the ISA to members of the Class who do not complete or even start the Prehired training program.

196. Prehired knowingly and intentionally concealed and failed to disclose material facts regarding the Prehired ISA and Prehired's application of the ISA to members of the Class who Prehired unilaterally removes from the Prehired training program.
197. Under the ISA, consumers will not be charged unless their gross earnings meet a certain minimum threshold.
198. Despite the foregoing, Meratas and Prehired charged consumers whose gross earnings did not meet the minimum threshold.
199. At this time, it is unknown whether Leif also charged consumers whose gross earnings did not meet the minimum threshold.
200. The ISA is an unconscionable contract that was unilaterally drafted by Defendants with full knowledge of the unfair scheme they intended to employ to defraud members of the Class by providing a worthless video-based training course that ultimately costs tens of thousands of dollars and years of hassle.

C. Prehired Recruiting, LLC and Joshua Jordan's Deceptive, Misleading, and Unlawful Acts: Selling the Interest in the ISA, then Suing the Members of the Class

201. On January 7, 2020, Prehired entered into a Forward Purchase Agreement with SELF Financial, which became ISA Plus, LLC.
202. ISA Plus, LLC is the successor to SELF Financial for purposes of SELF Financial's duties and obligations under the Forward Purchase Agreement.
203. The Forward Purchase Agreement provides, in pertinent part:
 - b. "Subject to the terms and conditions of this Agreement, on any Purchase Date, Seller shall sell, transfer, assign and otherwise convey to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in the Receivables described on the Purchase Notices from time to time delivered by

Seller to Purchaser in accordance herewith in respect of the proposed respective Purchase Dates therefor, in each case together with all future Collections with respect to and other proceeds of such Receivables received on or after the applicable Purchase Date (such Collections and proceeds, collectively, the “Related Assets”)[.]”

- c. “It is the intention of the parties hereto that each Purchase of Assigned Rights made hereunder shall constitute a “true-sale” from Seller to Purchaser under applicable state law and Federal bankruptcy law, which sales are absolute and irrevocable and provide Purchaser with all indicia and rights of ownership of the Purchased Receivables and such Related Assets. Neither Seller nor Purchaser intends the transactions contemplated hereunder to be, or for any purpose to be characterized as, loans from Purchaser to Seller secured by such property.”

204. Under the Forward Purchase Agreement, Prehired is the Seller and ISA Plus, LLC is the Purchaser.

205. Pursuant to the Forward Purchase Agreement, ISA Plus, LLC acquired from Prehired the Purchased Receivables (the ISAs) at issue in this litigation, and all of Prehired’s right, title and interest in such Purchased Receivables.

206. Prehired’s Forward Purchase Agreement with SELF Financial is a valid and legally binding contract.

207. Pursuant to the Forward Purchase Agreement, as the acquirer of all of Prehired’s right, title, and interest in the Purchased Receivables, ISA Plus, LLC is liable, in part, for the damages claimed by Plaintiff and members of the Class against Defendants Prehired and Joshua Jordan.

208. When members of the Class were unsurprisingly unable to complete the Prehired training program, or when Prehired unilaterally removed members of the Class from the program, Prehired Recruiting, LLC and Joshua Jordan filed lawsuits against members of the Class in Delaware state court.
209. When members of the Class unsurprisingly realized that the Prehired training program was of no value and did not conform to Prehired's advertising and marketing, and therefore declined to complete the training program, Prehired Recruiting, LLC and Joshua Jordan filed lawsuits against members of the Class in Delaware state court.
210. Throughout the Class Period, Prehired Recruiting, LLC and Joshua Jordan knew that the State Court of Delaware does not have personal jurisdiction over nearly all members of the Class.
211. Throughout the Class Period, Prehired Recruiting, LLC, Prehired, LLC, and Joshua Jordan did not have any interest in the ISAs which formed the basis of their lawsuits against members of the Class.
212. Prehired Recruiting, LLC and Joshua Jordan refused and failed to properly serve members of the Class with the lawsuits filed against them.
213. Despite the fact that Defendants' ISA allows for pro rata payment if members of the class do not complete the program, Prehired Recruiting, LLC and Joshua Jordan sued the members of the class for \$25,000.00, nearly the maximum amount allowable under the ISA.
214. Prehired Recruiting, LLC and Joshua Jordan filed the lawsuit against members of the Class seeking specific performance under the ISA despite the fact that Prehired did not perform under the contract and did not incur any losses or damages.

215. Prehired and Prehired Recruiting, LLC have succeeded in extorting members of the Class for a substantial amount of money as a result of its deceptive, misleading, and unlawful acts in relation to its lawsuits filed against members of the Class.

216. The conduct alleged above by Prehired, Prehired Recruiting, LLC and Joshua Jordan follows a pattern documented by the Attorney General for the State of Delaware, which commenced an investigation into the claims and representations that Prehired makes to students and potential students, including those relating to the ISAs. The Delaware AG wrote a letter to Chief Magistrate Judge Alan Davis, of the Justice of the Peace Court in Georgetown, Delaware, where Prehired Recruiting, LLC filed nearly three hundred (300) lawsuits against consumers who signed Prehired ISAs.

217. The aforementioned letter authored by the Delaware AG states, *inter alia*:

d. "All but two of [the nearly 300 lawsuits filed by Prehired Recruiting, LLC in Delaware] were filed against individuals who do not reside in Delaware and, upon information and belief, have no connection to this State. Similarly, the [Delaware Department of Justice Consumer Protection Unit] does not believe that Prehired had any ties with Delaware until the formation of Prehired Recruiting, LLC in December 2021 for the purpose of filing these lawsuits most, if not all of which, seek \$25,000 in alleged damages." *See* Exhibit J.

e. "Prehired describes itself as a "membership association" that provides "training, mentoring and networking to help you land a full-time sales job in a business-to-business (B2B) software company within about 12 weeks even with no previous sales or tech experience." Prehired claims that it only admits less than 5% applicants, and that its program "typically takes about 60-120 hours over 6-12

weeks (about 10 hours per week)," though the program is video-based and self-paced. **However, the [Delaware Department of Justice Consumer Protection Unit] has spoken with one student that was able to complete the program in less than one week.**" (Emphasis added) *See* Exhibit J.

- f. **"There is probable cause that Mr. Jordan and Prehired Recruiting, LLC attempted to manufacture jurisdiction in this Court of over nearly 300 consumer lawsuits only two of which have any bona fide connection to this State."** (Emphasis in original) *See* Exhibit J.
- g. "There appears to be probable cause that Mr. Jordan has engaged in misconduct in connection with the filing and prosecution of these lawsuits, as well as a likelihood that consumers will be harmed as a result... In the meantime, some consumers may default or settle their cases, not because they believe they owe Prehired the money, but because the costs of defending these lawsuits in terms of time, travel, and lawyers' fees is simply too high." *See* Exhibit J.
- h. "[N]early all of these lawsuits were filed against out-of-state consumers, not businesses, who face substantial and expensive barriers defending themselves in a court that is hundreds or thousands of miles away from home." *See* Exhibit J.
- i. "The risk of harm to consumers nationwide is simply too great for Mr. Jordan (or any other non-lawyer agent selected by Prehired Recruiting, LLC) to continue these lawsuits without qualified legal counsel. Personal jurisdiction, service, and venue are all issues of Constitutional import. It is fundamentally unfair that nearly 300 individual defendants should each be forced to hire an attorney to raise the same defect in Mr. Jordan's lawsuits because Mr. Jordan, who has a staggering

\$7,225,000.00 at stake, *chose* to proceed without the assistance of counsel.”³

(Emphasis in original) *See* Exhibit J.

- j. “Prehired Recruiting, LLC and Prehired, LLC appear to have both been recently formed as Delaware limited liability companies for the purposes of creating a nexus to this state. This may have misled consumer-defendants into believing that they had transacted with a Delaware entity when they had not.... The [Delaware Department of Justice Consumer Protection Unit] finds Prehired's assertion that it is conducting operations out of its registered agent's office [in Delaware] disingenuous, at best.” *See* Exhibit J.
- k. “There is a substantial risk that consumers will confuse Prehired, LLC, a *Delaware* limited liability company that is less than three months old with Prehired, LLC, a *Florida* limited liability company that appears to be the original creditor in most, if not all, of these cases.” (Emphasis in original) *See* Exhibit J.
- l. “Adding to this confusion, Mr. Jordan has alleged in the matter of *Prehired Recruiting LLC v. Mehmed Tiro*, JP13-22-000897 that “Plaintiff as well as the original creditor is a Delaware limited liability company...” (emphasis added). This does not appear to be true since the Delaware Prehired, LLC entity was not formed until three months after Mr. Tiro allegedly executed his contract.” *See* Exhibit J.
- m. “In sum, the [Delaware Department of Justice Consumer Protection Unit] is gravely concerned about the imminent harm these lawsuits may cause consumers and is diligently working to determine whether Prehired has violated any consumer protection laws in the course of its dealings with students.” *See* Exhibit J.

³ The lawsuits were filed by Joshua Jordan acting as “agent” for Prehired Recruiting.

218. The conduct alleged above by Prehired, Prehired Recruiting, LLC and Joshua Jordan follows a pattern documented by the Attorney General for the State of Washington, which has filed a lawsuit against Prehired, Prehired Recruiting, LLC, and Joshua Jordan for violations of the Washington Consumer Protection Act and Private Vocational Schools Act. King County Case No. 22-2-08651-3 SEA.

D. Ascertainable Damages and Injury

219. Plaintiff and members of the Class purchased Prehired's training program and signed Prehired's ISA believing it had the qualities that Plaintiff and members of the Class sought based on Prehired's deceptive advertising and misrepresentations, but the product was actually unsatisfactory to Plaintiff and members of the Class for the reasons stated in this Complaint.

220. Plaintiff and members of the Class would not have purchased Prehired's training program and signed Prehired's ISA at all, absent Prehired's false and misleading advertisements and misrepresentations.

221. Plaintiff and members of the Class were induced to and did purchase Prehired's training program and signed Prehired's ISA based on the false statements and misrepresentations described in this Complaint.

222. Plaintiff and members of the Class would not have purchased Prehired's training program and signed Defendants' ISA, absent Prehired's and the ISAs' failure to disclose material information about the Prehired training program.

223. Plaintiff and members of the Class were induced to and did purchase Prehired's training program and signed Prehired's ISA based on Prehired knowingly and intentionally

concealing and failing to disclose material facts concerning the training program and ISA as described in this Complaint.

224. Plaintiff and members of the Class were induced to and did purchase Prehired's training program and signed Prehired's ISA based on Leif and Meratas failing to disclose material facts concerning the training program and ISA as described in this Complaint.

225. Instead of receiving a product that teaches consumers about tech sales so they can earn a six-figure salary, Plaintiff and members of the Class received a worthless video-based training course that ultimately costs tens of thousands of dollars and years of hassle.

226. Plaintiff and members of the Class lost money as a result of Defendant's deception in that they were required to hire legal counsel to defend themselves against Prehired Recruiting, LLC and Joshua Jordan's baseless lawsuits.

227. Plaintiff and members of the Class have an immediate and continuing risk of harm as a direct and proximate result of Prehired Recruiting, LLC and Joshua Jordan's baseless lawsuits and demand for \$25,000.00.

228. Members of the Class lost money as a result of Defendants' deception in that they did not receive what they paid for.

229. Members of the Class lost money as a result of Defendants' deception in that they paid Defendants after Prehired threatened to file suit against them or after Prehired Recruiting, LLC and Joshua Jordan did, in fact, file suit against them.

230. Members of the Class lost money when Meratas charged them despite the Meratas ISA not allowing for Meratas to charge them.

231. It is unknown at this time whether Leif also charged members of the Class despite the Leif ISA not allowing for Leif to charge them.

232. Plaintiff and members of the Class altered their position to their detriment and suffered damages in an amount equal to the amount they paid for Prehired's training program and/or attorney's fees to defend against Prehired Recruiting, LLC and Joshua Jordan's lawsuits.
233. Members of the Class suffered damages in an amount equal to the amount they paid Meratas and/or Leif in contradiction of the ISA.

V. CLASS ACTION ALLEGATIONS

234. Plaintiff brings claims pursuant to Federal Rule of Civil Procedure 23 individually and on behalf of the following nationwide consumer class (the "Class"):

All consumers who purchased Prehired's training program, signed Defendants' Income Share Agreement, and were sued by Prehired Recruiting, LLC from the earliest allowable time through the date of resolution of this action. Specifically excluded from this Class are Defendants; the officers, directors or employees of Defendants; any entity in which Defendants have a controlling interest; and any affiliate, legal representative, heir or assign of Defendants; also excluded are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action. The Class comprises of approximately 300 members.

235. If necessary, Plaintiff brings this action on behalf of the following proposed Subclass:

All consumers who paid Defendants after being sued by Prehired Recruiting, LLC or after receiving threats from Prehired or Prehired Recruiting, LLC to sue them, from the earliest allowable time through the date of resolution of this action.

Specifically excluded from this Class are Defendants; the officers, directors or employees of Defendants; any entity in which Defendants have a controlling interest; and any affiliate, legal representative, heir or assign of Defendants; also excluded are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

236. Unless otherwise stated, the nationwide consumer Class and the Subclass are collectively referred to as the “Class.”

237. Plaintiff reserves the right to amend the Class definitions if discovery and further investigation reveal that any Class should be expanded or narrowed, divided into additional subclasses under Rule 23(c)(5), or modified in any other way.

238. **Numerosity:** The Class is sufficiently numerous, as it includes hundreds of persons who have purchased Prehired’s training program, signed Defendants’ ISA, and were improperly sued by Prehired Recruiting, LLC. Thus, joinder of such persons in a single action or bringing all members of the Class before the Court is impracticable for purposes of Rule 23(a)(1) of the Federal Rules of Civil Procedure. The disposition of the Class members’ claims in this class action will substantially benefit both the parties and the Court.

239. The Class is readily ascertainable through Defendants’ business records and public Court records. Notice can be provided to Class members by publication of notice by electronic mail, internet postings, radio, newspapers, and magazines.

240. **Commonality and Predominance:** There are questions of law and fact common to the Class for purposes of Federal Rule of Civil Procedure 23(a)(2). Prehired’s

advertising, marketing, and promotional practices, and Defendants' ISA's, were supplied uniformly to all members of the Class, so that the questions of law and fact are common to all members of the Class. All Class members were and are similarly affected by having purchased Prehired's training program; having signed Defendants' ISA for the marketed purpose of learning about tech sales and retaining a six-figure salary job, as advertised by Prehired; and having been sued by Prehired Recruiting, LLC; and the relief sought herein is for the benefit of Plaintiff and other members of the Class. This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- n. Whether Defendants' acts and practices in connection with the promotion, marketing, advertising, distribution, implementation, enforcement, and/or sale of the Prehired training program and Defendants' ISA as described herein are deceptive, unconscionable, misleading, or otherwise a violation of the relevant consumer protection statutes;
- o. Whether Prehired's and Prehired Recruiting, LLC's acts and practices in connection with their enforcement of Defendants' ISAs as described herein are deceptive, unconscionable, misleading, or otherwise a violation of the relevant consumer protection statutes;
- p. Whether Prehired misrepresented or omitted material facts in connection with the promotion, marketing, advertising, and sale of its training program and use of its ISA;
- q. Whether Prehired represented that its training program and ISA has characteristics, benefits, uses, or qualities that they do not have;
- r. Whether Defendants failed to disclose material facts in their ISAs;

- s. Whether Defendants' ISAs lack consideration;
- t. Whether Defendants' ISAs are unenforceable and/or void;
- u. Whether Defendants were unjustly enriched at the expense of members of the Class as a result of their conduct;
- v. Whether Plaintiff and the Class are entitled to injunctive relief based on Defendants' conduct; and
- w. Whether Plaintiff and the Class are entitled to damages and the measure of damages owed to them.

241. **Typicality:** Plaintiff asserts claims that are typical of the claims of the entire Class for purposes of [Federal Rule of Civil Procedure 23\(a\)\(3\)](#). Plaintiff and all Class members have been subjected to the same wrongful conduct because they relied on Prehired's deceptive, misrepresented, and misleading advertisements and marketing; signed Defendants' ISA that they otherwise would not have; purchased Prehired's training program that they otherwise would not have; and were subsequently sued by Prehired Recruiting, LLC. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the other Class members.

242. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and protect the interests of the other Class members for purposes of Federal Rule of Civil Procedure 23(a)(4). Plaintiff has no interests antagonistic to those of other Class members. Plaintiff is committed to the vigorous prosecution of this action and has retained counsel experienced in litigation of this nature to represent him. Plaintiff anticipates no difficulty in the management of this litigation as a class action. The interests of the Class will be fairly and adequately protected by Plaintiff and his counsel.

243. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(2) because Defendants have acted on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole. Prehired's advertising, marketing, promotional practices, training program, and ISA were supplied uniformly to all members of the Class.

244. **Superiority:** Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because the common questions of law and fact enumerated above substantially predominate over any questions that may affect only individual members of the Class. Proceeding as a class action provides substantial benefits to both the parties and the Court because this is the most efficient method for the fair and efficient adjudication of the controversy. Class members have suffered and will suffer irreparable harm and damages as a result of Defendants' wrongful conduct. Because of the nature of the individual Class members' claims, few, if any, could or would otherwise afford to seek legal redress against Defendants for the wrongs complained of herein, and a representative class action is therefore appropriate, the superior method of proceeding, and essential to the interests of justice insofar as the resolution of Class members' claims is concerned. Absent a representative class action, Class members would continue to suffer losses for which they would have no remedy, and Defendants would unjustly retain the proceeds of its ill-gotten gains. Even if separate actions could be brought by individual members of the Class, the resulting multiplicity of lawsuits would cause undue hardship, burden and expense for the Court and the litigants, as well as create a risk of inconsistent rulings which might be dispositive of the interests of the other Class members who are not parties to the adjudications and/or may substantially impede their ability to protect their interests. The

class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

245. Class certification is appropriate under [Federal Rule of Civil Procedure 23\(b\)\(1\)](#) because prosecuting separate actions by individual class members would create a risk of adjudications with respect to individual class members that would be dispositive of the interests of the other members not parties to the individual adjudications. An adjudication with respect to one class member will be dispositive of the claims of other class members as the facts and requested relief apply uniformly.

VI. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violations of State's Consumer Fraud and Deceptive Business Practices Act

246. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

247. Plaintiff brings this Count, Violations of States' Consumer Fraud and Deceptive Business Practices Act, individually and on behalf of all similarly situated residents of each of the 50 states and the District of Columbia for violations of the respective statutory consumer protection laws, as follows:

- a. The Alabama Deceptive Trade Practices Act, [Ala. Code 1975](#), § 8-19-1, *et seq.*;
- b. The Alaska Unfair Trade Practices and Consumer Protection Act, AS § 45.50.471, *et seq.*;
- c. The Arizona Consumer Fraud Act, [A.R.S. §§ 44-1521](#), *et seq.*;
- d. The Arkansas Deceptive Trade Practices Act, [Ark. Code §§ 4-88-101](#), *et seq.*;
- e. The California Unfair Competition Law, Bus. & Prof. Code §17200 *et seq.*;
- f. The California Consumers Legal Remedies Act, Civil Code §1750, *et seq.*;

- g. The Colorado Consumer Protection Act, C.R.S.A. §6-1-101, *et seq.*;
- h. The Connecticut Unfair Trade Practices Act, C.G.S.A. § 42-110, *et seq.*;
- i. The Delaware Consumer Fraud Act, 6 Del. C. § 2513, *et seq.*;
- j. The D.C. Consumer Protection Procedures Act, DC Code § 28-3901, *et seq.*;
- k. The Florida Deceptive and Unfair Trade Practices Act, FSA § 501.201, *et seq.*;
- l. The Georgia Fair Business Practices Act, OCGA § 10-1-390, *et seq.*;
- m. The Hawaii Unfair Competition Law, H.R.S. §480-1, *et seq.*;
- n. The Idaho Consumer Protection Act, I.C. § 48-601, *et seq.*;
- o. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 501/1 *et seq.*;
- p. The Indiana Deceptive Consumer Sales Act, IN ST § 24-5-0.5-2, *et seq.*;
- q. The Iowa Private Right of Action for Consumer Frauds Act, Iowa Code Ann. §714H.1, *et seq.*;
- r. The Kansas Consumer Protection Act, K.S.A., § 50-623, *et seq.*;
- s. The Kentucky Consumer Protection Act, KRS 367.110, *et seq.*;
- t. The Louisiana Unfair Trade Practices and Consumer Protection Law, LSA-R.S. 51:1401, *et seq.*;
- u. The Maine Unfair Trade Practices Act, 5 M.R.S.A. § 205-A, *et seq.*;
- v. The Maryland Consumer Protection Act, MD Code, Commercial Law, §13-301, *et seq.*;
- w. The Massachusetts Regulation of Business Practices for Consumers Protection Act, M.G.L.A. 93A, *et seq.*;
- x. The Michigan Consumer Protection Act, M.C.L.A. 445.901, *et seq.*;

- y. The Minnesota Prevention of Consumer Fraud Act, Minn. Stat. § [325F.68](#), *et seq.*;
- z. The Mississippi Consumer Protection Act, [Miss. Code Ann. § 75-24-1](#), *et seq.*;
- aa. The Missouri Merchandising Practices Act, [V.A.M.S. § 407](#), *et seq.*;
- bb. The Montana Unfair Trade Practices and Consumer Protection Act of 1973,
Mont. Code Ann. § 30-14-101, *et seq.*;
- cc. The Nebraska Consumer Protection Act, Neb. Rev. St. §§ 59-1601, *et seq.*;
- dd. The Nevada Deceptive Trade Practices Act, [N.R.S. 41.600](#), *et seq.*;
- ee. The New Hampshire Regulation of Business Practices for Consumer Protection
N.D.Rev.Stat. §358-A:1, *et seq.*;
- ff. The New Jersey Consumer Fraud Act, N.J.S.A. 56:8, *et seq.*;
- gg. The New Mexico Unfair Practices Act, N.M.S.A. §§ 57-12-1, *et seq.*;
- hh. The New York Consumer Protection from Deceptive Acts and Practices, N.T.
GBL (McKinney) § 349, *et seq.*;
- ii. The North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen Stat.
§75-1.1, *et seq.*;
- jj. The North Dakota Consumer Fraud Act, N.D. Cent. Code Chapter 51-15, *et seq.*;
- kk. The Ohio Consumer Sales Practices Act, [R.C. 1345.01](#), *et seq.*;
- ll. The Oklahoma Consumer Protection Act, 15 O.S.2001 §§ 751, *et seq.*;
- mm. The Oregon Unlawful Trade Practices Act, [ORS 646.605](#), *et seq.*;
- nn. The Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §
201-1, *et seq.*;
- oo. The Rhode Island Deceptive Trade Practices Act, G.L.1956 § 6-13.1-5.2(B), *et
seq.*;

- pp. The South Carolina Unfair Trade Practices Act, SC Code 1976, § 39-5-10, *et seq.*,
- qq. The South Dakota Deceptive Trade Practices and Consumer Protection Act, SDCL § 37-24-1, *et seq.*;
- rr. The Tennessee Consumer Protection Act, T.C.A. § 47-18-101, *et seq.*;
- ss. The Texas Deceptive Trade Practices-Consumer Protection Act, V.T.C.A., Bus. & C. § 17.41, *et seq.*;
- tt. The Utah Consumer Sales Practices Act, UT ST § 13-11-1, *et seq.*;
- uu. The Vermont Consumer Fraud Act, 9 V.S.A. § 2451, *et seq.*;
- vv. The Virginia Consumer Protection Act of 1977, VA ST § 59.1-196, *et seq.*;
- ww. The Washington Consumer Protection Act, RCWA 19.86.010, *et seq.*;
- xx. The West Virginia Consumer Credit Ad Protection Act, W.Va. Code § 46A-1-101, *et seq.*;
- yy. The Wisconsin Deceptive Trade Practices Act, WIS.STAT. § 100.18, *et seq.*; and,
- zz. The Wyoming Consumer Protection Act, WY ST § 40-12-101, *et seq.*
248. Defendants conduct a significant amount of trade and commerce in each of the 50 states and the District of Columbia.
249. Prehired’s training program is “merchandise,” “goods,” and/or “services” within the meaning of each of the 50 states’ and the District of Columbia’s Consumer Fraud and Deceptive Business Practices Act.
250. Defendants’ foregoing misrepresentations, omissions, and conduct regarding the Prehired training program and ISA are deceptive and/or unfair acts or practices prohibited by the consumer fraud statutes set forth above.

251. Defendants intended to be deceptive and/or unfair to Plaintiff and the proposed Class by intentionally making the foregoing false and misleading statements and omitting accurate statements as alleged above, because had Defendants provided accurate information, Plaintiff and the proposed Class members would not have purchased the training program or signed the ISA.
252. Defendants intended to be deceptive and/or unfair to Plaintiff and the proposed Class by intentionally creating and utilizing ISAs that lack consideration as described herein.
253. Defendants' ISAs are deceptive, unfair, unconscionable, unenforceable and/or void as described herein.
254. Defendants intended to be deceptive and/or unfair to Plaintiff and the proposed Class by intentionally creating and utilizing ISAs that lack consideration and are deceptive, unfair, unconscionable, unenforceable and/or void as described herein.
255. Prehired's practice of creating, approving, and distributing advertising for the training program and ISA that contained false and misleading representations regarding the training program and ISA for the purpose of selling them to Plaintiff and the proposed Class, as alleged in detail *supra*, is both an unfair act and deceptive practice prohibited by the foregoing statutes.
256. As described herein, Defendants' policies, acts, and practices were designed to, and did, result in the purchase and use of the Prehired training program and ISA, and violated and continue to violate the following sections of each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act, which prohibits "unfair or deceptive acts or practices in the conduct of consumer transactions and consumer

acts or practices in trade or commerce...”

257. Prehired consciously and deceptively omitted material facts to Plaintiff and the Class with regard to the training program and ISA in its advertising and marketing of the product.
258. Defendants consciously and deceptively omitted material facts to Plaintiff and the Class with regard to the training program and ISA.
259. Prehired’s unconscionable and deceptive conduct described herein included the omission and concealment regarding the training program and ISA in the product’s advertising and marketing, and the threats to sue members of the Class.
260. Defendants’ unconscionable and deceptive conduct described herein included the omission and concealment regarding the training program and ISA.
261. Prehired Recruiting, LLC’s and Joshua Jordan’s unconscionable and deceptive conduct described herein included filing lawsuits against members of the Class despite the defects with the lawsuits as described within this Complaint.
262. Defendants intended that Plaintiff and the Class rely on Defendants’ acts or omissions so that Plaintiff and the other Class members would purchase the Prehired training program and sign Defendants’ ISA.
263. Plaintiff and the Class members purchased the Prehired training program and signed Defendants’ ISA in reliance on Defendants’ misrepresentations, omissions, concealments, and/or failures to disclose material facts regarding the training program and application of the ISA.
264. Had Prehired disclosed all material information regarding the training program and ISA in its advertising and marketing, and had Defendants not engaged in the deceptive acts

and practices alleged herein, Plaintiff and the Class would not have purchased the training program and would not have signed the ISA, or would have paid less for the training program.

265. Had Defendants disclosed all material information regarding the training program and ISA, and had Defendants not engaged in the deceptive acts and practices alleged herein, Plaintiff and the Class would not have purchased the training program and would not have signed the ISA, or would have paid less for the training program.

266. By knowingly and intentionally misrepresenting, omitting, concealing, and failing to disclose material facts regarding the training program, the ISA, and the application of the ISA, Defendants engaged in one or more unfair or deceptive business practices prohibited by each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act.

267. By knowingly and intentionally suing members of the Class despite the defects described within this Complaint, Prehired Recruiting LLC and Joshua Jordan engaged in one or more unfair or deceptive business practices prohibited by each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act.

268. Defendants' unfair or deceptive acts or practices, including their misrepresentations, concealments, omissions, and suppression of material facts, as alleged herein, had a tendency or capacity to mislead and create a false impression in consumers' minds, and were likely to and, in fact, did deceive reasonable consumers, including Plaintiff and the Class members, about the nature and value of the training program and ISA in order to induce Class members to purchase the training program and sign the ISA, and in order to collect payments from Class members.

269. The facts regarding the nature and value of the Prehired training program and ISA that Defendants knowingly and intentionally misrepresented, omitted, concealed, and/or failed to disclose would be considered material by a reasonable consumer, and they were, in fact, material to Plaintiff and the Class members, who consider such facts to be important to their decision to purchase the Prehired training program and sign Defendants' ISA.

270. Plaintiff and Class members had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose. Plaintiffs and Class members did not, and could not, unravel Defendants' deception on their own.

271. Defendants had an ongoing duty to Plaintiff and the Class members to refrain from engaging in unfair or deceptive practices under each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act in the course of its business. Specifically, Defendants owed Plaintiff and Class members a duty to disclose all the material facts concerning the training program and application of their ISAs because Defendants possessed exclusive knowledge of those facts, they intentionally concealed those facts from Plaintiffs and the Class members, they made misrepresentations and/or they made representations that were rendered misleading because they were contradicted by withheld facts.

272. The above-described deceptive and unfair acts offend public policy and cause substantial injury to consumers.

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

274. As a direct and proximate result of the foregoing, the Plaintiff and Class members

experienced mental and emotional distress, anguish, and suffering.

275. As a direct and proximate result of the foregoing, Plaintiff and Class members did not receive the benefit of their bargain and/or they suffered out-of-pocket loss.

276. Defendants' violations of each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act present a continuing risk of future harm to Plaintiff and the Class members.

277. The acts, omissions, and practices of Defendants detailed herein proximately caused members of the Class to suffer an ascertainable loss in the form of, *inter alia*, monies paid to Defendants as a result of the lawsuits and/or threats of lawsuits filed against them, that they otherwise would not have, and they are entitled to such damages, together with appropriate penalties, including injunctive relief, treble damages, and attorneys' fees and costs of suit.

278. The acts, omissions, and practice of Defendants detailed herein proximately caused members of the Class to suffer an ascertainable loss in the form of, *inter alia*, monies spent to repay Defendants for the training program that they otherwise would not have, and they are entitled to such damages, together with appropriate penalties, including injunctive relief, treble damages, punitive damages, and attorneys' fees and costs of suit.

279. As a result of the acts, omissions, and practice of Defendants detailed herein, Plaintiff and members of the Class are at an ongoing risk of future harm by Defendants.

SECOND CLAIM FOR RELIEF
Unjust Enrichment

280. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

281. Plaintiff brings this claim on behalf of members of the Subclass in and under the unjust enrichment laws of each of the 50 states and the District of Columbia.

282. As a direct and proximate result of Defendants' misconduct as set forth above, Defendants have been unjustly enriched.

283. Specifically, by its misconduct described herein, Defendants have accepted a benefit (*i.e.*, money paid by the Subclass members for Prehired's training program, after being threatened and/or sued by Prehired and/or Prehired Recruiting, LLC) to the detriment of the proposed Subclass.

284. Specifically, by its misconduct described herein, Defendants have accepted a benefit (*i.e.*, money paid by the Subclass members for Prehired's training program, after signing Defendants' unconscionable, unenforceable, and/or illegal ISAs) to the detriment of the proposed Subclass.

285. Through the deceptive advertising and marketing tactics and misrepresentations described above, Prehired advertised, marketed and sold to consumers Prehired's training program, and induced consumers to sign its ISA, within the Class Period, by means of fraudulent, deceptive and/or negligent misrepresentations.

286. Through the deceptive acts, misrepresentations, and/or omissions described above, Defendants induced consumers to sign their ISA, within the Class Period, by means of fraudulent, deceptive, and/or negligent misrepresentations and/or omissions.

287. Defendants' retention of the full amount of monies paid for the training program following Prehired's and Prehired Recruiting, LLC's threats and lawsuits violates the fundamental principles of justice, equity, and good conscience.

288. Defendants' retention of the full amount of monies paid for the training program,

even absent the lawsuits or threats of lawsuits, violates the fundamental principles of justice, equity, and good conscience.

289. The object and intention of Defendants' scheme was not only to sell said training programs, but also to assure and collect certain profits for Defendants.

290. Defendants accepted the benefit based on its misrepresentations and omissions regarding the training program and ISA to the proposed Subclass members, and it would be inequitable for the Defendants to retain the benefit of those monies, as it was paid the money under false pretenses.

291. The portion of the money illegally paid to and retained by Defendants came directly from the cash and/or checking accounts of all potential Subclass members.

292. As the training program sales were obtained/induced by improper means, Defendants are not legally or equitably entitled to retain a portion of the profits it realized from the revenue generated.

293. Defendants breached the public trust by selling the Prehired training program through illegal means, and/or by collecting money through illegal means, to the detriment of Plaintiff and the putative Subclass.

294. By Defendants' actions in taking and withholding said monies, the putative Subclass conferred, and continues to confer, a benefit upon Defendants, and Defendants are aware of such benefit.

295. By Defendants' improper and wrongful taking and withholding of the putative Subclass' monies, Defendants' were and are financially unjustly enriched.

296. Defendants' retention of said benefit violates the fundamental principles of justice, equity, and good conscience.

297. Moreover, the putative Subclass seek a remedy wherein Defendants' are required to refund its ill-gotten gains.
298. Defendants have been enriched, and it would be unjust for Defendants to retain the enrichment, which was secured through illegal and improper means. As such, Defendants must be ordered to pay restitution and disgorge the ill-gotten gains.
299. A claim for unjust enrichment is proper and properly pled as an independent cause of action.
300. Defendants have obtained money to which they are not entitled, and interest on that money, and under these circumstances equity and good conscience require that the Defendants return the money with interest to the proposed Subclass.
301. As a direct and proximate result of Defendants' actions and/or inactions, members of the putative Subclass have suffered a detriment in an amount to be determined more precisely at trial, including restitution and disgorgement in the amount Defendants was unjustly enriched.

THIRD CLAIM FOR RELIEF
Declaratory Judgment

302. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.
303. Plaintiff brings this claim individually and on behalf of the Class.
304. A dispute between Plaintiff and the Class and Defendants is before this Court concerning Defendants' conduct and the rights of Plaintiff and the Class that arise under each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act.
305. Plaintiff, individually and on behalf of the Class, seeks a declaration of rights and

liabilities of the parties herein. Specifically, Plaintiff seeks a declaration that:

- a. Prehired's advertising and marketing of its training program and ISA as alleged herein, violates of each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act;
- b. Defendants' use of the ISA violates of each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act;
- c. Prehired's and Prehired Recruiting, LLC's enforcement of the ISA by filing nearly three hundred (300) lawsuits against members of the Class in Delaware, violates of each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act; and
- d. Plaintiff's ISA and the ISA of all class members are unconscionable, unenforceable, and void.

306. Defendants' unlawful conduct and general business practices as described herein are ongoing. Accordingly, Defendants have violated, and continue to violate, each of the 50 states' and the District of Columbia's Consumer Fraud and Deceptive Business Practices Act.

307. As a result of the aforementioned violations, Plaintiff and the Class members have been injured.

VII. PRAYER

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general public, prays for judgment against PREHIRED, LLC, a Delaware limited liability company, PREHIRED, LLC, a Florida limited liability, JOSHUA JORDAN, Individually, PREHIRED RECRUITING, LLC, a Delaware limited liability company, PREHIRED RECRUITING, LLC, a

Florida limited liability company, LEIF TECHNOLOGIES, INC., MERATAS INC., and ISA PLUS, LLC, ON ALL CAUSES OF ACTION:

308. An order certifying this action as a Class Action and appointing Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;
309. An order voiding Plaintiff's ISA and the ISAs of all class members, and deeming the ISAs unenforceable.
310. An order enjoining Prehired and Prehired Recruiting, LLC from:
 - a. Marketing the Prehired training program as a "No Risk Program..." "letting you only start paying after you earn your first paycheck."
 - b. Marketing the Prehired training program by claiming "Our members only start paying dues only *after* they land a job *and* make enough money per month."
 - c. Marketing the Prehired training program by claiming consumers "Pay Nothing Until You Start Earning."
 - d. Marketing the Prehired training program by claiming consumers "Pay nothing until you get a job and partner with us in your career."
 - e. Marketing the Prehired training program by claiming "We guarantee you land a \$60k + job offer."
 - f. Marketing the Prehired training program by claiming "We guarantee you land a \$60k + job offer within 1 year of finishing coursework."
 - g. Marketing the Prehired training program "As a membership association with a job guarantee..."
 - h. Marketing the Prehired training program as providing "six-figure potential in year 2."

- i. Marketing the Prehired training program by claiming that “making 6 figures can happen within just a few years.”
- j. Marketing that the Prehired training program “Fits Your Schedule... Even if you already have a full-time job, a house full of kids, or other commitments it’s still possible to complete the program.”
- k. Marketing the Prehired training program as “60ish hours of course content and your coursework assignments.”
- l. Marketing the Prehired training program by claiming “you can do [the training program] in as little as 1-2 weeks.”
- m. Marketing the Prehired training program as “typically tak[ing] about 60-120 hours over 6-12 weeks.”
- n. Marketing the Prehired training program as “40+ hours in course content, another 20 hours of 1:1 work with your Mentor, plus 60 to 120 hours to run our Career Search Process.”
- o. Marketing the Prehired training program by claiming that “Throughout your Prehired experience, you’ll work with a number of different mentors.”
- p. Marketing the Prehired training program by claiming that a career through Prehired can be started “Even if you have no prior experience.”
- q. Marketing the Prehired training program by claiming that “You do NOT need any previous sales experience.”
- r. Marketing the Prehired training program by claiming that “You do NOT need any experience in the industry.”

- s. Marketing the Prehired training program by claiming that “Prehired members average \$69,000 in their first year.”
 - t. Marketing the Prehired training program by claiming that “If you’re making \$6k per month (which is average for our members in year 1)...” and
 - u. Using or enforcing its Income Share Agreement.
311. An order requiring Defendants to disgorge or return all monies, revenues, and profits obtained by means of any wrongful act or practice.
312. An order compelling Defendants to destroy all misleading and deceptive advertising materials and products.
313. An order dismissing all complaints filed by Prehired Recruiting, LLC against members of the Class.
314. An order requiring Defendants to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or practice, untrue or misleading advertising, or a violation of each of the 50 states’ and the District of Columbia’s Consumer Fraud and Deceptive Business Practices Act, plus pre-and post-judgment interest thereon.
315. For damages in an amount to be determined at trial.
316. For statutory damages.
317. For punitive damages.
318. Costs, expenses, and reasonable attorneys’ fees.
319. Appropriate preliminary and/or final injunctive relief against the conduct of Defendants described herein.
320. For all such other and further relief as the Court may deem just and proper

JURY DEMAND

321. Plaintiff demands a trial by jury on all causes of action so triable.

DATED: September 22, 2022

RESPECTFULLY SUBMITTED,

By: /s/ Michael R. Bertucci

Michael R. Bertucci
IL State Bar #: 6326591
Agruss Law Firm, LLC
4809 N. Ravenswood Ave., Suite 419
Chicago, IL 60640
Tel: 312-224-4695
Fax: 312-253-4451
mbertucci@agrusslawfirm.com
Attorney for Plaintiff

By: /s/ Shireen Hormozdi

Shireen Hormozdi
Georgia Bar No. 366987
Agruss Law Firm, LLC
4809 N. Ravenswood Avenue, Suite 419
Chicago, IL 60640 &
Hormozdi Law Firm, LLC
1770 Indian Trail Lilburn Road, Suite 175
Norcross, GA 30093
Tel: 312-224-4695
Direct: 678-960-9030
shireen@agrusslawfirm.com
Attorney for Plaintiff