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8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF WASHINGTON

10 ELAINA REID, individually and on behalf
 of all others similarly situated,

11 Plaintiff,

12 v.

13 PREHIRED, LLC, MERATAS, INC.,
 JOSHUA JORDAN, and ISA PLUS, LLC,

14 Defendants.

15 ELAINA REID and JOSHUA REIMEN,
 individually and on behalf of all others
 similarly situated,

16 Plaintiffs,

17 v.

18 MERATAS, INC.,

Defendant.

Case No. 2:22-cv-00072-TOR

**PLAINTIFFS' AMENDED
COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

JURY TRIAL DEMANDED

1	PREHIRED, LLC and JOSHUA JORDAN,
2	Third-Party Plaintiffs,
3	v.
4	ISA PLUS,
5	Third-Party Defendant.
6	ISA PLUS, LLC,
7	Cross Claimant,
8	v.
9	REID, PREHIRED, LLC, MERATAS, and JOSHUA JORDAN,
	Cross Defendants.

10
11 **I. NATURE OF THE CASE**

12 1. Plaintiff Elaina Reid is a 2018 high school graduate who lives in
13 Spokane. Unfortunately, Ms. Reid was drawn into a fraudulent scheme that has
14 left her with \$30,000 in debt.

15 2. Ms. Reid was close to receiving her associates degree at a local
16 community college and thinking about applying to a program to become a surgery
17 technician when she learned about Defendant Prehired LLC. Prehired’s online
18 program was supposed to give her the training she needed to make money as a
19 software sales representative. Prehired also offered continuing education to help

1 students employed as software sales representatives get promotions and move
2 into managerial roles.

3 3. Ms. Reid could not afford the \$15,000 price tag to enroll in Prehired's
4 course, but Prehired, through its founder and CEO Joshua Jordan, told her she
5 could finance her training by entering into an income share agreement (ISA),
6 which required her to pay 12.5% of any income exceeding \$40,000 to Prehired for
7 forty-eight months after she landed a job. Exhibit A. In exchange, Prehired agreed
8 to provide Ms. Reid access to its training program called Prehired Science-Based
9 Sales. Defendant Meratas, Inc. designed and implemented Prehired's ISA
10 program. Two years after signing the ISA, Ms. Reid has paid \$3,944.46 on her ISA.
11 Ms. Reid was required to make those payments even though her income fell
12 below the ISA's \$40,000 minimum threshold for making payments.

13 4. Prehired sold Ms. Reid's ISA to Defendant ISA Plus, LLC (ISA Plus).
14 Defendant Meratas continued to collect payment from Ms. Reid and proposed
15 class members on ISA Plus's behalf.

16 5. Like Ms. Reid, Plaintiff Joshua Reimen also was a victim of
17 Defendants' fraudulent scheme. Mr. Reimen participated in Prehired's purported
18 "training" program and, in order to pay for it, signed an ISA substantially similar to
19 Plaintiff Reid's ISA. Exhibit C.

1 6. Like Ms. Reid, Mr. Reimen owed money on the ISA only if his income
2 was \$40,000 a year or more. Mr. Reimen paid Meratas over \$5,241 over the
3 course of eleven months.

4 7. Washington law prohibits Defendants' conduct. *See* Wash. Rev. Code
5 § 28C.10 *et seq.* The statute requires private vocational schools like Prehired to be
6 licensed in order to, among other things, "conduct business of any kind" or "enter
7 into any contracts." Wash. Rev. Code § 28C.10.090. A note, instrument, or other
8 evidence of indebtedness or contract relating to payment for education is not
9 enforceable in the courts of the state of Washington by a private vocational
10 school or holder of the instrument unless the private vocational school was
11 licensed in Washington at the time the instrument was entered into. Wash. Rev.
12 Code § 28C.10.180.

13 8. In addition, contracts relating to payment for education are voidable
14 at the option of the student if they state that the law of another state shall apply
15 or that the maker or any person liable on the contract consents to the jurisdiction
16 of another state. Wash. Rev. Code § 28C.10.170.

17 9. Washington law also provides that it is an "unfair business practice"
18 for a private vocational school to, among other things, (a) fail to comply with the
19 terms of a student enrollment contract or agreement, (b) mislead prospective

1 students about their “probable earnings” following completion of the course of
2 study or about the total cost to complete the course, or (c) make or cause to be
3 made any statement or representation in connection with the offering of
4 education if the school or its agent knows or reasonably should have known the
5 statement or representation to be false, substantially inaccurate, or misleading.
6 Wash. Rev. Code § 28C.10.110(2)(h).

7 10. The statute also prohibits private vocational schools that have not
8 had at least one of its programs recognized by the Workforce Training and
9 Education Coordinating Board (WTECB) and their agents from inducing students
10 to obtain, specific consumer student loan products to fund education that
11 financially benefits any person or entity that has an ownership interest in the
12 institution, unless the institution can demonstrate to the agency that the student
13 has exhausted all federal aid options and has been denied noninstitutional private
14 commercial loan products. Wash. Rev. Code § 28C.10.050(3).

15 11. A violation of the private vocational school statute affects the public
16 interest and is an unfair or deceptive act or practice in violation of the
17 Washington Consumer Protection Act, Wash. Rev. Code § 19.86.020. Wash. Rev.
18 Code § 28C.10.210.

19 12. Prehired, which is not listed among the private career schools that

1 hold up-to-date licenses under Wash. Rev. Code §28C.10.060, violated Wash. Rev.
2 Code § 28C.10.090 by entering into ISAs with Ms. Reid and others. The ISA that
3 Ms. Reid signed contains a choice of jurisdiction and venue clause that specifies
4 the United States District Court for the Southern District of New York and New
5 York state courts located in New York City, violating Wash. Rev. Code
6 § 28C.10.170. The ISA also includes a “governing law” provision that specifies New
7 York state law. It too is illegal under Washington law.

8 13. Prehired and Jordan violated Wash. Rev. Code § 28C.10.110 by
9 providing prospective students with misleading and deceptive testimonials,
10 endorsements and other information about Prehired’s program, the earnings
11 students would obtain following graduation from the program, and the total cost
12 to complete the training program.

13 14. Prehired, Meratas, and Jordan violated Wash. Rev. Code
14 § 28C.10.050(3) by designing and implementing ISAs and then inducing students
15 like Plaintiffs to enter into ISAs to fund the Prehired training program without
16 ensuring that the students had exhausted all federal aid options and had been
17 denied noninstitutional private commercial loan products.

18 15. Prehired, Meratas, and Jordan’s unfair or deceptive conduct violated
19 both Wash. Rev. Code § 28C.10 *et seq.* and Washington’s Consumer Protection

1 Act Wash. Rev. Code § 19.86 *et seq.*

2 16. ISA Plus, as the current holder of Ms. Reid's ISA, is prohibited from
3 enforcing her ISA or the Class Members' ISAs under Washington law.

4 17. Because Prehired, Jordan, ISA Plus, and Meratas's conduct violates
5 Washington law, Plaintiffs seek a declaratory judgment that ISAs with Washington
6 residents used to finance Prehired training are void. Plaintiffs also seek
7 reimbursement for the amounts they and others have paid to Prehired, ISA Plus,
8 and/or Meratas under the ISAs as well as treble damages, attorneys' fees, and
9 costs as available under Washington law.

10 **II. JURISDICTION AND VENUE**

11 18. Jurisdiction. This Court has subject matter jurisdiction over all claims
12 asserted in this action pursuant to 28 U.S.C. §1332. The amount in controversy for
13 Plaintiffs' claims against Prehired, Jordan, ISA Plus, and Meratas, exclusive of
14 interest and costs, exceeds \$75,000.

15 19. Venue. Venue in the Eastern District of Washington is proper
16 because Defendants Prehired, Meratas, ISA Plus, and Jordan transact business in
17 this District and the events and transactions giving rise to Plaintiffs' claims took
18 place in this District. Plaintiffs executed the contracts with Prehired and Meratas
19 in Washington, received training information from Jordan in Washington,

1 watched Prehired’s training videos in Washington, entered into an electronic
2 funds transfer agreement with Meratas in Washington, and paid money to
3 Meratas on behalf of Prehired and ISA Plus from their Washington bank accounts.

4 **III. PARTIES**

5 20. Plaintiff Elaina Reid at all relevant times resided in Spokane,
6 Washington and has been a citizen of Washington. She is a “person” under Wash.
7 Rev. Code § 19.86.010(1).

8 21. Plaintiff Joshua Reimen at all relevant times resided in Curlew,
9 Washington and has been a citizen of Washington. He is a “person” under Wash.
10 Rev. Code § 19.86.010(1).

11 22. Defendant Prehired, LLC (Prehired) is a limited liability company and
12 is registered under the laws of the States of Delaware with its headquarters in
13 North Charleston, South Carolina. Prehired is a “private vocational school” under
14 Wash. Rev. Code § 28C.10.020(7) and is a “person” under Wash. Rev. Code
15 § 19.86.010(1).

16 23. Defendant Joshua Jordan (Jordan) is an individual residing in North
17 Charleston, South Carolina. Mr. Jordan is an “agent” under Wash. Rev. Code
18 § 28C.10.020(2) because he owns an interest in Prehired and personally attempts
19 to secure Washington residents’ enrollment in Prehired’s training courses. Jordan

1 is an “agent” under Wash. Rev. Code § 28C.10.050(3) because he is an officer
2 working on behalf of Prehired. Jordan is a “person” under Wash. Rev. Code §
3 19.86.010(1).

4 24. Defendant Meratas, Inc. (Meratas) is a corporation with
5 headquarters in Connecticut. Meratas is registered to do business in Washington
6 State. Meratas is an “agent” under Wash. Rev. Code § 28C.10.050(3) because it is
7 a contractor working on behalf of Prehired. Meratas is a “person” under Wash.
8 Rev. Code § 19.86.010(1). Meratas has engaged in unfair or deceptive acts or
9 practices that have injured Plaintiffs and other Washington consumers. Wash.
10 Rev. Code § 19.86.160.

11 25. Defendant ISA Plus, LLC is a Delaware limited liability company whose
12 principle place of business is in San Diego, California. ISA’s sole member is an
13 individual that resides in San Diego, California. ISA Plus is the “holder of the
14 instrument” for purposes of Wash. Rev. Code § 28C.10.180 because Prehired sold
15 to ISA Plus some of Prehired’s ISAs with Washington residents.

16 26. Meratas as acted as PreHired’s and ISA Plus’s agent in providing an
17 electronic platform used to issue ISAs and collect payments on them. Defendants
18 are jointly and severally liable for the conduct described herein.

19 27. ISA Plus is PreHired’s successor in interest with respect to the ISAs it

1 holds. PreHired and ISA Plus are jointly and severally liable for all damages tied to
2 payments collected after ISAs were sold to ISA Plus.

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4 **IV. BACKGROUND FACTS**

5 **Elaina Reid**

6 28. Ms. Reid is 22 years old. She graduated from Lewis and Clark High
7 School in Spokane, Washington in 2018 and attended courses at North Idaho
8 College, a community college in Coeur d’Alene, Idaho. She was working as a dance
9 teacher in Spokane and thinking about applying to become certified as a surgery
10 technician when she learned about Prehired from a “Craigslist Jobs” posting.

11 29. Ms. Reid was drawn into a scam that has cost her and countless
12 other Americans, including Washington residents, thousands of dollars.

13 30. Ms. Reid’s dealings with Prehired follow a pattern documented by
14 the Attorney General for the State of Delaware, which has commenced an
15 investigation into the claims and representations that Prehired makes to students
16 and potential students, including those relating to income share agreements. The
17 Delaware AG wrote a letter to Chief Magistrate Judge Alan Davis, of the Justice of
18 the Peace Court in Georgetown, Delaware where Prehired Recruiting, LLC—a
19 company affiliated with Prehired and also owned by Jordan—filed nearly 300

1 lawsuits against consumers who signed Prehired ISAs. The lawsuits were filed by
2 Joshua Jordan acting as “agent” for Prehired Recruiting. Exhibit B.

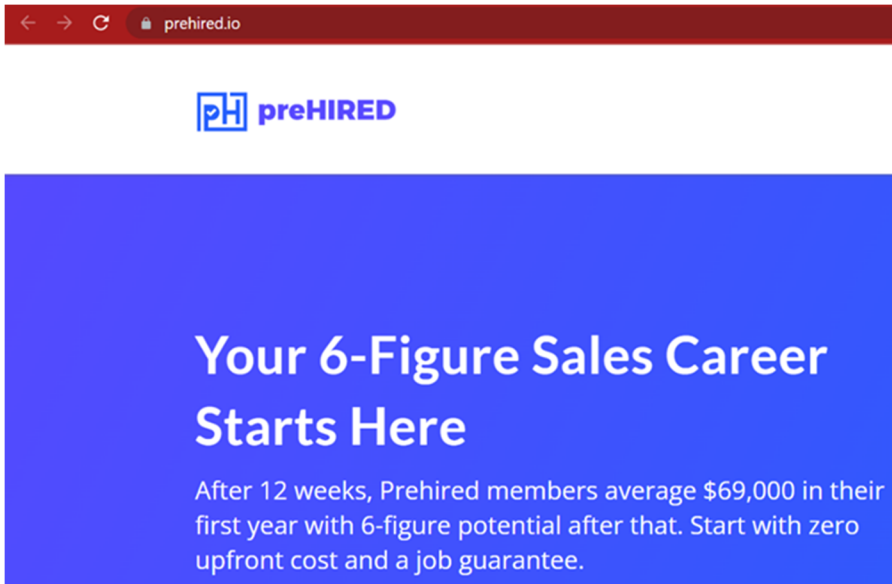
3 31. The Delaware AG observes in the letter that “Prehired describes itself
4 as a ‘membership association’ that provides ‘training, mentoring and networking
5 to help you land a full-time sales job in a business-to-business (B2B) software
6 company within about 12 weeks—even with no previous sales or tech
7 experience.” Exhibit B.

8 32. The letter also states that Prehired “claims that it only admits less
9 than 5% [of] applicants, and that its program ‘typically takes about 60-120 hours
10 over 6-12 weeks (about 10 hours per week),’ though the program is video-based
11 and self-based.” The Delaware AG states that it spoke to one student who “was
12 able to complete the program in less than one week.” Exhibit B.

13 33. Before signing up for Prehired’s program, Ms. Reid, who had no
14 experience in software sales, visited Prehired’s website, which touted “Your 6-
15 figure Sales Career Starts Here.” The website represented that Prehired members
16 “average \$69,000 in their first year with 6-figure potential after that.” The website
17 guaranteed that members would get a job “with zero upfront cost.”
18 <https://www.prehired.io>.

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34. The website that Ms. Reid visited included Prehired’s representation that it admitted only less than 5% of applicants. Based on that representation, Ms. Reid believed the program was a selective training program that would provide the benefits of a college education without the time commitment.

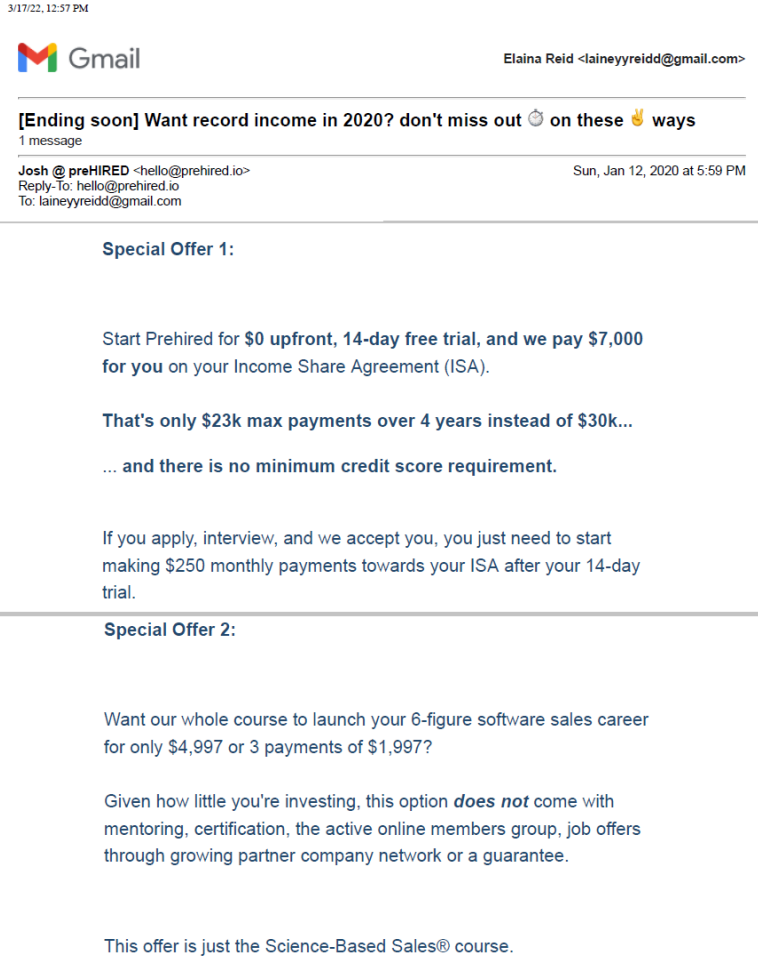
35. Ms. Reid filled out an online form to start the application process. In response, on December 12, 2019 she received an email from Joshua Jordan, who identified himself as the “founder and CEO of Prehired.” Mr. Jordan wrote in the email that he was “truly thankful and excited to share how to get into a 6-figure software sales career for no upfront training cost—and with less stress than you’ve got now.” Mr. Jordan also provided Ms. Reid with instructions for getting started with the program.

1 36. On December 18, 2019, Ms. Reid received another email from Mr.
2 Jordan pitching the Prehired training program. Mr. Jordan told Ms. Reid in what
3 appears to be a form email that a man named Philip Jansen “made \$130,000+ his
4 first year in sales...even though he has zero previous experience in sales or tech.”
5 According to Mr. Jordan, “My Prehired training and mentoring program gave
6 Philip everything he needed to make 6 figures in his first year – and land a job at
7 his #1 company choice within 6 weeks.” Mr. Jordan told Ms. Reid, “If you’re not
8 making the money you want and getting the respect you deserve, let one of our
9 Admissions Advisors see if we can help you.”

10 37. On January 12, 2020, Mr. Jordan sent Ms. Reid a third form email,
11 asking her if she was “Ready to finally join the tech scene making 6-figures in a
12 software sales role?” Mr. Jordan made two offers to Ms. Reid. “Offer 1” allowed
13 her to pay \$0 upfront for a 14-day free trial, and Prehired would pay \$7,000 “for”
14 her toward her Income Share Agreement. Mr. Jordan told Ms. Reid that if she
15 applied, interviewed, and was accepted, she would Just need to start making
16 \$250 monthly payments toward [her] ISA after [her] 14-day trial.” “Offer 2”
17 allowed Ms. Reid to take the Science-Based Sales course “for only \$4,997 or 3
18 payments of \$1,997.”

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38. Mr. Jordan followed up with Ms. Reid on January 15 and 16, 2020 with yet more emails, repeating the same “special offer” and noting that Prehired’s “average member grosses 73k in year 1 and \$110k in year 2.”

39. As a result of Mr. Jordan’s emails, and seeking to take advantage of Prehired’s alleged “special offer,” Ms. Reid filled out an application to be admitted to Prehired’s training program.

40. On February 12, 2020, a Prehired agent sent Ms. Reid an email, telling her, “I seriously believe we can help you based on your application

1 answers” and that he had to hear from her “in the next 24 hours if you want a
2 real shot at this.” The agent explained that Prehired’s “system rejected you
3 because of “payment options”, but “after a second look—you seem like the kind
4 of person we’re looking for.” The agent asked Ms. Reid to “Book an interview”
5 and noted that if they “both wanna work together after we talk, we’ll see how to
6 make the money part work later.”

7 41. That day, Ms. Reid booked an interview with a person named Joshua
8 Santos. In the confirmation email, Mr. Santos stated, “First, congrats on being an
9 action taker. You’re in the top 5% of people just for that reason.”

10 42. The interview took place the next day, on February 13, 2020. That
11 day, Ms. Reid received an offer of enrollment. To enroll, Ms. Reid was required to
12 sign two documents, a “Member Success Agreement” and the ISA. She also was
13 required to complete a “basics” assessment, which consisted of answering two
14 questions, within 48 hours.

15 43. The ISA that Prehired presented to Ms. Reid for signature stated that
16 “Prehired has agreed to provide you with access to Prehired Science-Based Sales
17 (the ‘Program’), in exchange for your promise to pay the Income Share during the
18 Contract Term.” The ISA defined “Income Share” as 12.5% of earned income each

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1 month for up to a maximum number of Required Payments. In Ms. Reid’s case,
2 the ISA specified 48 Required Payments.

3 44. The ISA set a “Minimum Threshold” of \$40,000.00. The ISA states
4 that payments “will not begin under the ISA” until your “gross-earnings meet or
5 exceed the Minimum Threshold” and you “have completed (or withdrawn from)
6 the Program.” The ISA defines Minimum Threshold as “pre-tax annual Earned
7 Income of less than \$40,000.00 (equivalent to \$3,333.33) on a monthly basis (the
8 ‘Monthly Minimum Threshold’).”

9 45. The ISA set a “Payment Cap” of \$30,000.

10 46. Under the ISA, Prehired has 96 months—eight years—to collect 48
11 required payments.

12 47. Although the ISA sets the Income Share based on “earned income”,
13 monthly payments are calculated based on “estimated income” for the calendar
14 year. In other words, if a Prehired “graduate” may earn additional income in
15 commissions, the monthly payments are calculated based on that potential
16 income rather than “earned income” as required by the agreement.

17 48. Each year, Prehired is supposed to “reconcile” the amounts paid with
18 the amounts owed under the ISA. Prehired then applies any overpayments “as a
19 credit toward future payments due.”

1 49. The ISA contains a provision stating that the parties “irrevocably and
2 unconditionally submit to the jurisdiction of the United States District Court for
3 the Southern District of New York and New York state courts located in New York
4 City and waive any objection to transferring any action, suit or proceeding arising
5 out of this Agreement to such court.”

6 50. The ISA also includes a “governing law” clause specifying the laws of
7 the State of New York, without giving effect to principles of conflicts of law.

8 51. The ISA designates Meratas as Prehired’s “agent” to “manage the
9 customer portal.”

10 52. Under the ISA, Meratas has the “authority to act on behalf of”
11 Prehired, including to verify Prehired members’ employment status, monitor their
12 earned income, process payments, and perform account reconciliations.

13 53. The ISA is a consumer student loan product within the meaning of
14 Wash. Rev. Code § 28C.10.050(3).

15 54. On February 14, 2020, Ms. Reid completed her initial “assessment.”
16 The next day, on February 15, 2020, Ms. Reid received an email from Mr. Jordan
17 welcoming her as a new member of Prehired’s Training and Job Placement
18 Program and providing instructions to create an account and start the program.

1 The instructions also included a “coupon” to receive “100% off” and instant
2 access to the program.

3 55. On February 15, 2020, Ms. Reid received a “receipt” for her order
4 indicating “no charge” and that she had received a “100% discount for Prehired
5 Science-Based Sales” off the \$30,000 price. She also received an executed copy of
6 her ISA.

7 56. Ms. Reid finished viewing Prehired’s training videos in just over a
8 month.

9 57. Mr. Jordan remained involved during that time, checking in by email
10 to see what Ms. Reid liked about the program and asking for feedback. When Ms.
11 Reid completed the coursework, Mr. Jordan sent her an email letting her know
12 that she was “ready to start the certification.”

13 58. Over the course of the next ten weeks Ms. Reid applied for jobs
14 without success. On July 8, 2022, Ms. Reid signed an independent contractor
15 agreement with Pipestry, LLC to work as a “cold caller” for \$20 per hour plus a
16 maximum commission of \$500 per month.

17 59. That day, Prehired sent Ms. Reid an email with instructions on how
18 to report her income to Meratas.

19 60. Mr. Jordan also sent Ms. Reid an email on July 8, 2020 offering her

1 \$100 off her ISA is she put on a Prehired t-shirt, printed out her job offer letter,
2 and took a selfie.

3 61. Ms. Reid received a "Certificate of Achievement" signed by Mr.
4 Jordan.

5 62. On July 20, 2020, Prehired sent Ms. Reid an email asking her to
6 update her income for her ISA with Meratas. Prehired's email informed Ms. Reid
7 that Meratas did not have "separate boxes" for base pay and commissions so she
8 had to estimate her yearly income. To estimate, Prehired instructed Ms. Reid to
9 "multiply this month's pre-tax commission by 12. Then add that to your yearly
10 pre-tax base salary and input the total."

11 63. Ms. Reid worked for Pipestry for approximately one month, earning
12 \$3,260, which did not satisfy the Minimum Monthly Threshold requiring a
13 payment under the ISA.

14 64. On August 24, 2020, Ms. Reid commenced work as a Sales
15 Development Representative for Royal 4 Systems, earning \$18.25 per hour with
16 optional overtime and commissions. She worked for Royal 4 Systems for two
17 months, but then was laid off.

18 65. During the two months she worked for Royal 4 Systems, Ms. Reid's
19 income never exceeded the minimum monthly threshold which would trigger

1 payments under the ISA.

2 66. After she was laid off from Royal 4 Systems, Ms. Reid spent the next
3 several months unsuccessfully searching for jobs.

4 67. On May 18, 2021, Ms. Reid returned to work for Pipestry as a “Cold
5 Calling Specialist.” She was paid a salary of \$37,440 per year, which is less than
6 the minimum threshold on the ISA. As a Cold Calling Specialist she also was
7 eligible for monthly commissions.

8 68. Ms. Reid left Pipestry in August 2021, accepting a job as an Executive
9 Administrative Assistant for Array Real Estate. Her annual income is \$39,295.

10 69. In the two years since she completed her Prehired training program,
11 Ms. Reid has never earned more than \$40,000 per year.

12 70. In the two years since she completed her Prehired training program,
13 Ms. Reid has never earned more than \$3,333.33 per month.

14 71. Although she has never exceeded the minimum thresholds under the
15 ISA, Defendants required Ms. Reid to pay, and she has paid, a total of \$3,944.46
16 to Defendants in ten monthly payments.

17 72. The monthly payments that Ms. Reid paid to Defendants exceeded
18 12.5% of her earned income for each month they were made.

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1 73. Ms. Reid has never received an Annual Account Reconciliation under
2 the ISA.

3 74. Prehired sold Ms. Reid’s ISA to ISA Plus. Some of Ms. Reid’s payments
4 occurred after the sale.

5 **Joshua Reimen**

6 75. Plaintiff Joshua Reimen signed an ISA with PreHired on March 4,
7 2021.

8 76. The ISA that Mr. Reimen signed stated that “Prehired has agreed to
9 provide you with access to Prehired Membership (the ‘Program’), in exchange for
10 your promise to pay the Income Share during the Contract Term.” The ISA defined
11 “Income Share” as 12.5% of earned income each month for up to a maximum
12 number of Required Payments. In Mr. Reimen’s case, the ISA specified 48
13 Required Payments.

14 77. The ISA set a “Minimum Threshold” of \$40,000.00. The ISA states
15 that payments “will not begin under the ISA” until your “gross-earnings meet or
16 exceed the Minimum Threshold” and you “have completed (or withdrawn from)
17 the Program.” The ISA defines Minimum Threshold as “pre-tax annual Earned
18 Income of less than \$40,000.00 (equivalent to \$3,333.33) on a monthly pre-tax
19 basis.”

1 78. The ISA set a “Payment Cap” of \$30,000.

2 79. Under the ISA, Prehired has 96 months—eight years—to collect 48
3 required payments.

4 80. Although the ISA sets the Income Share based on “earned income”,
5 monthly payments are calculated based on “estimated income” for the calendar
6 year. In other words, if a Prehired “graduate” may earn additional income in
7 commissions, the monthly payments are calculated based on that potential
8 income rather than “earned income” as required by the agreement.

9 81. Each year, Prehired is supposed to “reconcile” the amounts paid with
10 the amounts owed under the ISA. Prehired then applies any overpayment under
11 \$250 to “reduce your next Monthly Payment(s) by the amount of the
12 overpayment.” The agreement is silent about what occurs with any overpayments
13 over \$250.

14 82. The ISA also includes a “governing law” clause providing that it is
15 governed “by the laws of New York and, only to the extent required by applicable
16 law, the laws of the jurisdiction where you reside, and not the conflicts of law
17 principles of any jurisdiction.”

18 83. The ISA designates Meratas to “manage the customer portal.”

19 84. Under the ISA, Meratas has the authority to verify Prehired

1 members' employment status, monitor their earned income, process payments,
2 obtain credit reports, and report missed payments to credit reporting agencies.

3 85. Mr. Reimen paid Meratas over \$5,241 over the course of eleven
4 months. His bank records reflect that the payments were made to Meratas.

5 86. The ISA is a consumer student loan product within the meaning of
6 Wash. Rev. Code § 28C.10.050(3).

7 **V. CLASS ALLEGATIONS**

8 87. Ms. Reid bring this action on behalf of herself and the following
9 proposed Class:

10 All Washington residents who signed an Income Share
11 Agreement with Prehired LLC and paid any money to
12 Prehired, Joshua Jordan, Meratas, or ISA Plus, at any time
from April 15, 2018 through the date a class certification
order is entered by the Court.

13 88. Ms. Reid and Mr. Reimen bring this action on behalf of themselves
14 and the following proposed Meratas Class:

15 All Washington residents who signed an Income Share
16 Agreement with Prehired LLC and paid any money to
Meratas at any time from April 15, 2018 through the date
a class certification order is entered by the Court.

17 89. The proposed Classes are so numerous that joinder is impracticable
18 under Federal Rule of Civil Procedure 23(a)(1). On information and belief, there
19 are at least sixteen current Prehired "members" who reside in Washington.

1 According to the Delaware Attorney General, Prehired has sued in Delaware state
2 court approximately six additional Washington residents to collect amounts
3 allegedly owed pursuant to ISAs.

4 90. Common questions of law and fact exist as to all members of the
5 proposed Class under Federal Rule of Civil Procedure 23(a)(2). These common
6 questions include:

7 a. Whether Prehired is a “private vocational school” within the
8 meaning of Wash. Rev. Code § 28C.10.020(7);

9 b. Whether Prehired is a “person” within the meaning of Wash.
10 Rev. Code § 19.86.010;

11 c. Whether Jordan is an “agent” within the meaning of Wash.
12 Rev. Code § 28C.10.020(7) and Wash. Rev. Code § 28C.10.050(3);

13 d. Whether Jordan is a “person” within the meaning of Wash.
14 Rev. Code § 19.86.010;

15 e. Whether Meratas is an “agent” within the meaning of Wash.
16 Rev. Code § 28C.10.050(3);

17 f. Whether Meratas is a “person” within the meaning of Wash.
18 Rev. Code § 19.86.010;

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1 g. Whether Prehired is or has ever been licensed to operate as a
2 private vocational school in Washington as required by Wash. Rev. Code
3 § 28C.10.060;

4 h. Whether Prehired has conducted business of any kind, made
5 any offers, advertised or solicited, or entered into any contracts with Washington
6 residents without obtaining the license required by Wash. Rev. Code
7 § 28C.10.060;

8 i. Whether Prehired has engaged in unfair business practices
9 within the meaning of Wash. Rev. Code § 28C.10.110(2);

10 j. Whether Prehired failed to satisfy the minimum standards for
11 private vocational schools described in Wash. Rev. Code § 28C.10.050(2);

12 k. Whether Prehired has violated Wash. Rev. Code § 19.86 *et seq.*

13 l. Whether Jordan has engaged in unfair business practices
14 within the meaning of Wash. Rev. Code § 28C.10.110(2);

15 m. Whether Jordan has failed to satisfy the minimum standards
16 for private vocational schools described in Wash. Rev. Code § 28C.10.050(3);

17 n. Whether Jordan has violated Wash. Rev. Code § 19.86 *et seq.*;

18 o. Whether Meratas has engaged in unfair business practices
19 within the meaning of Wash. Rev. Code § 28C.10.110(2);

1 p. Whether Meratas has failed to satisfy the minimum standards
2 for agents of private vocational schools described in Wash. Rev. Code §
3 28C.10.050(3);

4 p. Whether Meratas has violated Wash. Rev. Code § 19.86 *et*
5 *seq.*;

6 q. Whether ISA Plus is the “holder of the instrument” for
7 purposes of Wash. Rev. Code § 28C.10.180;

8 r. Whether ISA Plus is liable for damages to Ms. Reid and the
9 proposed Class; and

10 s. Whether ISA Plus is required to disgorge any payments on the
11 ISAs from Ms. Reid and the proposed Class.

12 91. Plaintiffs’ claims are typical of those of the proposed Classes as
13 required by Federal Rule of Civil Procedure 23(a)(3). Plaintiffs signed ISAs with
14 Prehired that are materially the same as the agreement signed by other members
15 of the proposed class and made payments demanded under the ISAs.

16 92. Plaintiffs are adequate representatives of the proposed Classes
17 under Federal Rule Civil Procedure 23(a)(4). Plaintiffs will fairly and adequately
18 protect the interests of the Classes. Plaintiffs have retained competent and
19 capable attorneys who are experienced trial lawyers with significant experience in

1 complex and class action litigation. Plaintiffs and their counsel are committed to
2 prosecuting this action vigorously on behalf of the Classes and have the financial
3 resources to do so. Neither Plaintiffs, nor their counsel, have interests that are
4 contrary to or that conflict with those of the Classes.

5 93. Declaratory and injunctive relief are appropriate as to the Classes
6 under Federal Rule of Civil Procedure 23(b)(2). Defendants have acted on grounds
7 generally applicable to the Classes, making declaratory and final injunctive relief
8 appropriate with respect to the Classes as a whole.

9 94. Common issues predominate over any individualized issues and a
10 class action is superior to individual litigation under Federal Rule of Civil
11 Procedure 23(b)(3). The common and overriding questions are whether
12 Defendants have engaged in common courses of conduct that is unfair or
13 deceptive or that violate Wash. Rev. Code § 28C.10 *et seq.* Defendants' conduct is
14 uniform to all members of the Classes. Plaintiffs and members of the Classes have
15 suffered harm and damages as a result of Defendants' conduct. Absent a class
16 action, however, most Class members likely would find the cost of litigating their
17 claims prohibitive.

FIRST CLAIM FOR RELIEF

***Per se violation of the Washington Consumer Protection Act
Wash. Rev. Code § 19.86 et seq.***

(Plaintiff Reid and the proposed class against all Defendants)

95. Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding allegations.

96. Defendants are “persons” within the meaning of the Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010(1), and conduct “trade” and “commerce” within the meaning of the Washington Consumer Protection Act, Wash. Rev. Code §19.86.010(2).

97. Defendant Prehired is a “private vocational school” within the meaning of Wash. Rev. Code § 28C.10.020(7) because it offers postsecondary education for the purpose of instructing, training, and preparing persons to become software sales representatives.

98. Defendant Jordan is an “agent” of Prehired within the meaning of Wash. Rev. Code § 28C.10.020(2) and Wash. Rev. Code § 28C.10.050(3) because (a) he owns an interest in Prehired and personally attempts to secure Washington residents’ enrollment, including Plaintiff Reid, in the Prehired training program and (b) he is an officer of Prehired who works on behalf of the institution.

1 99. Defendant Meratas is an “agent” of Prehired within the meaning of
2 Wash. Rev. Code § 28C.10.050(3) because Meratas is a contractor working on
3 behalf of Prehired to manage the ISAs, which are consumer student loan products
4 used to fund Prehired’s postsecondary training program and which financially
5 benefit the owners of Prehired.

6 100. ISA Plus is liable under Washington law because it is the holder of the
7 ISA and, under the terms of the ISA “take[s] [Prehired’s] place” under the
8 agreement.

9 101. Plaintiffs and Class members are “persons” within the meaning of the
10 Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010(1).

11 102. A violation of Wash. Rev. Code § 28C.10 et seq. affects the public
12 interest and is an unfair or deceptive act or practice in violation of Wash. Rev.
13 Code § 19.86.020 of the Washington Consumer Protection Act. Wash. Rev. Code
14 § 28C.10.210; *see also* Wash. Rev. Code § 28C.10.130.

15 103. Defendants engaged in conduct prohibited by Wash. Rev. Code
16 § 28C.10 et seq. Defendants’ violations include but are not limited to the
17 following:

18 a. Wash. Rev. Code § 28C.10.060 requires entities desiring to
19 operate a private vocational school to obtain a license. On information and belief,

1 Defendant Prehired did not obtain a license to operate in the state of
2 Washington.

3 b. Wash. Rev. Code § 28C.10.090 prohibits private vocational
4 schools, whether located in Washington State or outside Washington State, to
5 conduct business of any kind, make any offers, advertise or solicit, or enter into
6 any contracts unless the private vocational school is licensed under Wash. Rev.
7 Code § 28C.10.060. On information and belief, Prehired conducted business,
8 made offers, advertised or solicited, and entered into contracts without the
9 license required by Wash. Rev. Code § 28C.10.060.

10 c. Wash. Rev. Code § 28C.10.110(2)(c) provides that it is an unfair
11 business practice for an entity operating a private vocational school or an agent
12 employed by a private vocational school to “[a]dvertise in the help wanted
13 section of a newspaper or otherwise represent falsely, directly or by implication,
14 that the school is an employment agency, is making an offer of employment or
15 otherwise is attempting to conceal the fact that what is being represented are
16 course offerings of a school.” On information and belief, Defendant Prehired
17 engaged in unfair business practices within the meaning of this section by
18 advertising its training program in the Craigslist Jobs section and thereby
19 suggesting that it was an employment agency rather than a school.

1 d. Wash. Rev. Code § 28C.10.110(2)(h) provides that it is an
2 unfair business practice to “[p]rovide prospective students with: Any testimonial,
3 endorsement, or other information that a reasonable person would find likely to
4 mislead or deceive prospective students or the public, including those regarding
5 current practices of the school; ... current conditions for employment
6 opportunities; postgraduation employment by industry or probable earnings in
7 the occupation for which the education was designed; [and] total cost to obtain a
8 diploma or certificate.” Defendants Prehired and Jordan violated this provision by
9 providing Ms. Reid and Class members with testimonials that misleadingly
10 suggested that they would be able to secure a “six-figure” salary in software sales
11 within the first two years of completing the Prehired training program.

12 e. Wash. Rev. Code § 28C.10.110(2)(j) provides that it is an unfair
13 business practice to “[m]ake or cause to be made any statement or
14 representation in connection with the offering of education if the school or agent
15 knows or reasonably should have known the statement or representation to be
16 false, substantially inaccurate, or misleading.” Defendants Prehired and Jordan
17 violated Wash. Rev. Code § 28C.10.110(2)(j) by making false, substantially
18 inaccurate, or misleading statements about the nature of Prehired’s training
19 program and the ISAs, and the amount of money graduates could earn upon

1 completion of the Prehired training program. Defendant Meratas violated Wash.
2 Rev. Code § 28C.10.110(2)(j) by making false, substantially inaccurate, or
3 misleading statements about the amount of money Prehired graduates owed
4 under the ISAs.

5 f. Wash. Rev. Code § 28C.10.110(2)(k) provides that it is an unfair
6 business practice to “[e]ngage in methods of advertising, sales, collection, credit,
7 or other business practices which are false, deceptive, misleading, or unfair....”
8 Defendants have violated this section by inducing Ms. Reid and Class members to
9 enter into ISAs by representing, among other things, that Ms. Reid and Class
10 members’ payments on the ISAs will be “waived” when they are earning less than
11 \$40,000 per year, (equivalent to \$3,333.33 on a monthly basis), and then
12 collecting payments from students even though Ms. Reid and Class members’
13 earned income fell below the minimum threshold.

14 g. Wash. Rev. Code § 28C.10.110(2)(m) provides that it is an
15 unfair business practice for a private vocational school or its agent to “[v]iolate
16 RCW 28C.10.050(3) regarding the sale of, or inducing of students to obtain,
17 specific consumer student loan products.” Wash. Rev. Code § 28C.10.050(3)
18 provides that a private vocational school ... that has not had at least one of its
19 programs recognized by the [WTECB] for at least two consecutive years, may not

1 engage in any practice regarding the sale of, or inducing of students to obtain,
2 specific consumer student loan products to fund education that financially
3 benefits any person or entity that has an ownership interest in the institution,
4 unless the institution can demonstrate to the agency that the student has
5 exhausted all federal aid options and has been denied noninstitutional private
6 commercial loan products. Defendants Prehired, Jordan, ISA Plus, and Meratas
7 violated this section by inducing Ms. Reid and Class members to fund their
8 Prehired educations through ISAs, by collecting payments on those ISAs, and by
9 benefitting financially from the ISAs even though Prehired never obtained the
10 proper licenses required by Wash. Rev. Code § 28C.10.060.

11 h. Wash. Rev. Code § 28C.10.050(2) sets forth minimum
12 standards for entities operating private vocational schools, including that the
13 school and its agents must discuss “with each potential student the potential
14 student’s obligations in signing any enrollment contract and/or incurring any debt
15 for educational purposes. The discussion shall include the inadvisability of
16 acquiring an excessive educational debt burden that will be difficult to repay
17 given employment opportunities and average starting salaries in the potential
18 student’s chosen occupation.” Wash. Rev. Code § 28C.10.050(2)(h). Defendants

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1 Jordan and Prehired violated this provision by failing to have those discussions
2 with Plaintiffs and Class members.

3 i. Wash. Rev. Code § 28C.10.170 provides, “If a student or
4 prospective student is a resident of this state at the time any contract relating to
5 payment for education or any note, instrument, or other evidence of
6 indebtedness relating thereto is entered into, RCW 28C.10.180 shall govern the
7 rights of the parties to the contract or evidence of indebtedness. Wash. Rev. Code
8 § 28C.10.180 provides, “A note, instrument, or other evidence of indebtedness or
9 contract relating to payment for education is not enforceable in the courts of this
10 state by a private vocational school or holder of the instrument unless the private
11 vocational school was licensed under this chapter at the time the note,
12 instrument or other evidence of indebtedness or contract was entered into.”

13 Plaintiffs and Class members were residents of Washington State when they
14 entered into the ISAs. At the time Plaintiffs and Class members entered into the
15 ISAs, Prehired was not licensed as required under Washington law. Therefore the
16 ISAs are void and unenforceable. Meratas and ISA Plus’s collection and attempts
17 to collect on void ISAs is unfair or deceptive.

18 104. Wash. Rev. Code § 28C.10.170 further provides that if a contract or
19 evidence of indebtedness contains an agreement that the law of another state

1 shall apply or that the maker or any person liable on the contract or evidence of
2 indebtedness consents to the jurisdiction of another state, or that fixes venue,
3 that contract or evidence of indebtedness “is voidable at the option of the
4 student or prospective student.” The ISAs that Ms. Reid and Class members
5 executed contain choice of law and choice of venue provisions selecting New York
6 law and New York courts. Under Wash. Rev. Code § 28C.10.170, the contracts are
7 voidable.

8 105. The acts alleged in this Complaint are ongoing or have a substantial
9 likelihood of being repeated.

10 106. As a direct and proximate result of Defendants’ unfair acts or
11 practices, Ms. Reid and Class members suffered injury to their business or
12 property and lost money.

13 107. Ms. Reid and the Class are therefore entitled to an order enjoining
14 the conduct complained of herein; declaring the ISAs void and unenforceable;
15 actual damages; treble damages pursuant to RCW 19.86.090; costs of suit
16 including reasonable attorneys’ fees; and such further relief as the Court may
17 deem proper.

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20 PLAINTIFFS’ AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF - 35

SECOND CLAIM FOR RELIEF

***Per se violation of the Washington Consumer Protection Act
Wash. Rev. Code § 19.86 et seq.***

(Plaintiffs Reid and Reimen and the proposed Meratas Class against Meratas)

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4 1. Plaintiffs reallege and incorporate by reference each and every
5 allegation set forth in the preceding allegations.

6 2. Meratas is a “person” within the meaning of the Washington
7 Consumer Protection Act, Wash. Rev. Code § 19.86.010(1), and conducts “trade”
8 and “commerce” within the meaning of the Washington Consumer Protection
9 Act, Wash. Rev. Code §19.86.010(2).

10 3. Meratas is an “agent” of Prehired within the meaning of Wash. Rev.
11 Code § 28C.10.050(3) because Meratas is a contractor working on behalf of
12 Prehired to manage the ISAs, which are consumer student loan products used to
13 fund Prehired’s postsecondary training program and which financially benefit the
14 owners of Prehired.

15 4. Meratas is also an agent of Prehired under common law principles of
16 agency.

17 5. Plaintiffs and the Meratas Class members are “persons” within the
18 meaning of the Washington Consumer Protection Act, Wash. Rev. Code
19 § 19.86.010(1).

1 6. A violation of Wash. Rev. Code § 28C.10 et seq. affects the public
2 interest and is an unfair or deceptive act or practice in violation of Wash. Rev.
3 Code § 19.86.020 of the Washington Consumer Protection Act. Wash. Rev. Code
4 § 28C.10.210; *see also* Wash. Rev. Code § 28C.10.130.

5 7. Meratas engaged in conduct prohibited by Wash. Rev. Code § 28C.10
6 et seq. Meratas’s violations include but are not limited to the following:

7 a. Wash. Rev. Code § 28C.10.110(2)(k) provides that it is an unfair
8 business practice to “[e]ngage in methods of advertising, sales, collection, credit,
9 or other business practices which are false, deceptive, misleading, or unfair....”

10 Meratas violated this section by inducing Plaintiffs and Class members to enter
11 into ISAs by representing, among other things, that Plaintiffs and Class members’
12 payments on the ISAs will be “waived” when they are earning less than \$40,000
13 per year, (equivalent to \$3,333.33 on a monthly basis), and then collecting
14 payments from students even though Plaintiffs and Class members’ earned
15 income fell below the minimum threshold.

16 b. Wash. Rev. Code § 28C.10.110(2)(m) provides that it is an
17 unfair business practice for a private vocational school or its agent to “[v]iolate
18 RCW 28C.10.050(3) regarding the sale of, or inducing of students to obtain,
19 specific consumer student loan products.” Wash. Rev. Code § 28C.10.050(3)

1 provides that a private vocational school ... that has not had at least one of its
2 programs recognized by the [WTECB] for at least two consecutive years, may not
3 engage in any practice regarding the sale of, or inducing of students to obtain,
4 specific consumer student loan products to fund education that financially
5 benefits any person or entity that has an ownership interest in the institution,
6 unless the institution can demonstrate to the agency that the student has
7 exhausted all federal aid options and has been denied noninstitutional private
8 commercial loan products. Meratas violated this section by inducing Plaintiffs and
9 Class members to fund their Prehired educations through ISAs, by collecting
10 payments on those ISAs, and by benefitting financially from the ISAs even though
11 Prehired never obtained the proper licenses required by Wash. Rev. Code §
12 28C.10.060.

13 c. Wash. Rev. Code § 28C.10.170 provides, “If a student or
14 prospective student is a resident of this state at the time any contract relating to
15 payment for education or any note, instrument, or other evidence of
16 indebtedness relating thereto is entered into, RCW 28C.10.180 shall govern the
17 rights of the parties to the contract or evidence of indebtedness. Wash. Rev. Code
18 § 28C.10.180 provides, “A note, instrument, or other evidence of indebtedness or
19 contract relating to payment for education is not enforceable in the courts of this

1 state by a private vocational school or holder of the instrument unless the private
2 vocational school was licensed under this chapter at the time the note,
3 instrument or other evidence of indebtedness or contract was entered into.”
4 Plaintiffs and Class members were residents of Washington State when they
5 entered into the ISAs. At the time Plaintiffs and Class members entered into the
6 ISAs, Prehired was not licensed as required under Washington law. Therefore the
7 ISAs are void and unenforceable.

8 8. Wash. Rev. Code § 28C.10.170 further provides that if a contract or
9 evidence of indebtedness contains an agreement that the law of another state
10 shall apply or that the maker or any person liable on the contract or evidence of
11 indebtedness consents to the jurisdiction of another state, or that fixes venue,
12 that contract or evidence of indebtedness “is voidable at the option of the
13 student or prospective student.” The ISAs that Plaintiffs and Class members
14 executed contain choice of law and choice of venue provisions selecting New York
15 law. Under Wash. Rev. Code § 28C.10.170, the contracts are voidable.

16 9. The acts alleged in this Complaint are ongoing or have a substantial
17 likelihood of being repeated.

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1 Figure Sales Career in 12 Weeks”. Instead, they follow a common scheme in which
2 a “14-day free trial” leads to a few-week, worthless training course that ultimately
3 costs tens of thousands of dollars and years of hassle.

4 15. The entire process by which Defendants sign consumers up for
5 Prehired’s training courses, induce consumers to enter into misleading ISAs, and
6 collect onerous payments even when minimum earning thresholds are not met is
7 unfair or deceptive. Their specific unfair or deceptive acts or practices include but
8 are not limited to the following:

9 a. Prehired advertises its training program on Craigslist’s Job
10 board, misleading consumers into believing it is an employment agency instead of
11 an educational institution.

12 b. Prehired’s website misleading states that it provides training to
13 help students land a job in software sales within twelve weeks, even if the
14 consumer does not have any previous sales or tech experience.

15 c. Prehired and Jordan misleadingly represent that Prehired
16 admits less than 5% of applicants, making consumers believe that they are
17 attending a highly selective training program.

18 d. Prehired and Jordan misleadingly represent that students will
19 be able to “land a 6-figure software sales career.”

1 e. Prehired and Jordan induce consumers into misleading and
2 onerous ISAs that falsely represent the consumers will only have to make
3 payments if their earned income exceeds a minimum threshold. In reality,
4 Defendants require Prehired graduates to make payments even if their earned
5 income is below the minimum threshold. In the event a payment is not required,
6 Defendants say the payment is only “deferred” until the minimum threshold is
7 exceeded (and not waived).

8 f. Meratas’ platform makes Prehired’s use of ISAs possible.
9 Meratas’ collection of payments on ISAs obtained through the unfair or deceptive
10 practices described throughout this complaint and with its knowledge of those
11 practices, including its continued collection on the ISAs after PreHired became the
12 target of multiple state attorneys’ general investigations and enforcement
13 actions, is unfair or deceptive.

14 g. ISA Plus’s collection of payments on ISAs obtained through the
15 unfair or deceptive practices described throughout this complaint and with its
16 knowledge of those practices, including its continued collection on the ISAs after
17 PreHired became the target of multiple state attorneys’ general investigations
18 and enforcement actions, is unfair or deceptive.

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1 16. Defendants' unfair or deceptive acts and practices occurred in trade
2 or commerce and injured or had the capacity to injure others.

3 17. Defendants' general course of conduct as alleged in this Complaint
4 impacts the public interest.

5 18. Defendant Jordan directed or participated in all of Defendants
6 Prehired, ISA Plus, and Meratas's unfair or deceptive conduct.

7 19. The acts complained of in this Complaint are ongoing or have a
8 substantial likelihood of being repeated.

9 20. As a direct and proximate result of Defendants' unfair or deceptive
10 acts or practices, Plaintiffs and Class members suffered injury to their business or
11 property and lost money.

12 21. Plaintiff Reid and the Class are therefore entitled to an order
13 declaring the ISAs null and void; enjoining the conduct described in this
14 Complaint; actual damages; treble damages pursuant to Wash. Rev. Code
15 §19.86.090, costs of suit, including reasonable attorneys' fees; and such further
16 relief as the Court may deem proper.

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FOURTH CLAIM FOR RELIEF
**Violation of the Washington Consumer Protection Act—Unfair
or Deceptive Acts or Practices**

(Plaintiffs and the Meratas Class against Meratas)

1. Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

2. Washington’s legislature has declared that the Consumer Protection Act should be liberally construed so that its beneficial purpose of protecting consumers from unfair, deceptive and fraudulent acts or practices be served. Wash. Rev. Code § 19.86.920.

3. Meratas’s collection of payments on ISAs obtained through the unfair or deceptive practices described throughout this complaint and with its knowledge of those practices, including its continued collection on the ISAs after PreHired became the target of multiple state attorneys’ general investigations and enforcement actions, is unfair or deceptive.

4. Meratas facilitated Prehired’s use of ISAs to fund Prehired’s unlicensed private vocational school promoted through unfair or deceptive means.

5. Meratas’s unfair or deceptive acts and practices occurred in trade or commerce and injured or had the capacity to injure others.

1 C. For a trial by jury;

2 D. For a declaration that Plaintiffs' and Class members' ISAs are null and
3 void;

4 E. For injunctive and declaratory relief prohibiting all of Defendants'
5 unfair or deceptive conduct, including by prohibiting them from:

6 i. Failing to comply with all provisions of Wash. Rev. Code 28C.10
7 *et seq.*;

8 ii. Entering into ISAs with residents of the State of Washington;

9 iii. Engaging in any activities designed to collect amounts allegedly
10 owed under the illegal agreements;

11 iv. Misrepresenting in contracts and communications that
12 consumers can earn specific amounts after undergoing
13 Prehired's training program.

14 F. For an award of disgorgement of all amounts Plaintiffs and Class
15 members paid under the ISAs during the class period;

16 G. For an award of actual damages;

17 H. For an award of treble damages as allowed by Washington law;

18 I. Attorneys' fees and costs of suit, including expert witness fees, and
19 prejudgment interest;

1 J. The ability to amend this Complaint to conform to the evidence
2 obtained during the course of this action; and

3 K. Such other relief as the Court deems just and proper.
4

5 RESPECTFULLY SUBMITTED AND DATED this 25th day of January, 2023.

6 TERRELL MARSHALL LAW GROUP PLLC

7 By: /s/ Jennifer Rust Murray, WSBA #36983

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17 *Attorneys for Plaintiffs and Cross-Defendant*

CERTIFICATE OF SERVICE

I, Jennifer Rust Murray, hereby certify that on January 25, 2023,
I electronically filed the foregoing with the Clerk of the Court using the CM/ECF
system which will send notification of such filing to the following:

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DATED this 25th day of January, 2023.

By: /s/ Jennifer Rust Murray, WSBA #36983
Jennifer Rust Murray, WSBA #36983