

IN THE CIRCUIT COURT OF THE 15th
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.:

LAW OFFICES OF JESSE N BERNHEIM, LLC,
KAINE LAW, LLC, CARDAMONE LAW, LLC,
MIKE LOMBARDI LAW FIRM LLC, SHIPON
LAW ASSOCIATES, P.C., and MIRACLE LAW,
APC,

Plaintiffs,

v.

BRIAN MARKETING GROUP LLC,
BMG LEGAL, LLC,
LESIONESPERSONALES COM LLC,
SEMIACCIDENTS COM LLC, JASON
D. BRIAN, VINCENT ALUZZO, and
NATHANIEL HAMILTON,

Defendants.

COMPLAINT

COMES NOW, the Plaintiffs, LAW OFFICES OF JESSE N. BERNHEIM, LLC (hereinafter "BK"), KAINE LAW, LLC (hereinafter "Kaine Law"), CARDAMONE LAW, LLC (hereinafter "Cardamone Law"), MIKE LOMBARDI LAW FIRM LLC (hereinafter "Lombardi Law"), SHIPON LAW ASSOCIATES, P.C. (hereinafter "Shipon Law"), and MIRACLE LAW, APC (hereinafter "Miracle Law") (collectively, the "Plaintiffs"), by and through the undersigned attorneys, and sue the Defendants, BRIAN MARKETING GROUP LLC (hereinafter "Brian Marketing"), BMG LEGAL, LLC (hereinafter "BMG Legal"), LESIONESPERSONALES COM LLC (hereinafter "Lesiones Personales"), SEMIACCIDENTS COM LLC (hereinafter "SemiAccidents"), JASON D. BRIAN (hereinafter "Jason D. Brian"), VINCENT ALUZZO (hereinafter "Aluzzo"), and NATHANIEL HAMILTON (hereinafter "Hamilton"), and allege as follows:

NATURE OF THE CASE

1. This action arises from Defendants' conduct in soliciting, inducing, and retaining payments from Plaintiff law firms through material misrepresentations concerning lead generation and legal marketing services that Defendants knew they could not perform as represented. Defendants represented that they would create and launch targeted marketing campaigns that would produce a specified number of qualified personal injury client leads in exchange for upfront payments. Plaintiffs relied on Defendants' representations and paid the upfront payments pursuant to the agreements. The representations at issue included, among other things, promises concerning the number and viability of the leads to be delivered and the timing of such delivery, i.e. a 9 to 12 month delivery period.

2. In reliance on those representations, BK paid \$28,500.00, Kaine Law paid \$23,400.00, Cardamone Law paid \$9,500.00, Lombardi Law paid \$11,700.00, Shipon Law paid \$9,500.00, and Miracle Law paid \$12,000.00 to Defendants for the promised qualified leads.

3. Defendants did not provide the services as represented. Defendants failed to deliver the promised qualified leads, provided minimal leads that were unqualified, failed to maintain functional marketing campaigns, ceased responding to Plaintiffs' communications, and retained Plaintiffs' payment notwithstanding their nonperformance. More specifically, BK paid for eighty (80) qualified leads and received only one (1) qualified lead, Kaine Law paid for seventy two (72) qualified leads and received zero, Cardamone Law paid for forty (40) qualified leads and received zero, Lombardi Law paid for forty (40) qualified leads and received zero, Shipon Law paid for forty (40) qualified leads and received zero, and Miracle Law paid for forty (40) qualified leads and received zero.

4. Even after failing to perform under the agreements, Defendants continued to make

false statements intended to induce Plaintiffs to continue waiting for performance that never materialized.

5. As a direct and proximate result of Defendants' conduct, each Plaintiff suffered damages in at least the aforementioned amounts paid to Defendants.

6. Plaintiffs therefore bring this action for breach of contract, unjust enrichment, and negligent misrepresentation, and seek to recover all damages and other relief caused by Defendants' wrongful conduct.

PARTIES, JURISDICTION, AND VENUE

7. This is an action for damages that are greater than \$50,000.00 excluding costs, interest, and attorneys' fees, and is within this Court's jurisdiction.

8. Plaintiff, BK, is a law firm and a Florida Limited Liability Company with its principal place of business located in Broward County, Florida.

9. Plaintiff, Kaine Law, is a law firm and Georgia limited liability company with its principal place of business located in DeKalb County, Georgia.

10. Plaintiff, Cardamone Law, is a law firm and Pennsylvania limited liability company with its principal place of business located in Montgomery County, Pennsylvania.

11. Plaintiff, Lombardi Law, is a law firm and Rhode Island limited liability company with its principal place of business located in Providence County, Rhode Island.

12. Plaintiff, Shipon Law, is a law firm and Pennsylvania corporation with its principal place of business located in Montgomery County, Pennsylvania.

13. Plaintiff, Miracle Law, is a law firm and California corporation with its principal place of business located in Los Angeles County, California.

14. Defendant, Brian Marketing, is a lead-generation company that offers

advertising/lead services to law firms, including the creation and operation of website advertising and is a Florida Limited Liability Company with its principal place of business at 1203 Town Center Dr. Suite #109, Jupiter, FL 33458.

15. Defendant, BMG Legal, is an entity controlled and/or operated by Brian Marketing and Jason D. Brian for the purpose of lead-generation that offers advertising/lead services to law firms, including the creation and operation of website advertising and is a Florida Limited Liability Company with its principal place of business at 1203 Town Center Dr. Suite #109, Jupiter, FL 33458.

16. Defendant, Lesionespersonales, is a marketing campaign company and/or website and a Florida Limited Liability Company with its principal place of business at 1203 Town Center Dr. Suite #109, Jupiter, FL 33458.

17. Defendant, Semiaccidents, is a marketing campaign company and/or website and is a Florida Limited Liability Company with its principal place of business at 1203 Town Center Dr. Suite #109, Jupiter, FL 33458.

18. Defendant, Jason D. Brian is the owner, founder, and CEO of Brian Marketing, BMG Legal, Lesionespersonales and Semiaccidents and exercises control over Brian Marketing's, Lesionespersonale's and Semiaccidentscom's operations, policies, procedures and performance of the services provided to its clients, including Plaintiffs and is an individual residing in Palm Beach County, Florida.

19. Defendant, Aluzzo is National Sales Director for Brian Marketing and is responsible for the sales of Brian Marketing's services to potential clients, including Plaintiffs and is an individual residing in Palm Beach County, Florida.

20. Defendant, Hamilton is Director of Operations for Brian Marketing and is

responsible for the management and operations of Brian Marketing's clients, including Plaintiffs and is an individual residing in Palm Beach County, Florida.

21. Plaintiffs and Defendants are doing business, in this circuit, or otherwise sui juris.

22. Venue is proper in this court.

COMMON FACTUAL ALLEGATIONS TO ALL PLAINTIFFS

I. The Defendants and Their Roles

23. Jason D. Brian is the Founder and CEO of Brian Marketing and was responsible for the business operations of Brian Marketing, BMG Legal, LesionesPersonales, and SemiAccidents.

24. Aluzzo was the Director of Sales for Brian Marketing and communicated with Plaintiffs concerning the sale of Defendants' lead generation services, including campaign terms, lead expectations, and payment.

25. Hamilton was the Director of Operations for Brian Marketing and communicated with Plaintiffs concerning campaign operations, performance, and account management.

26. Brian Marketing and BMG Legal were used in connection with the contracting, invoicing, and payment side of the transactions at issue, as reflected in the parties' agreements, invoices, and payment records.

27. LesionesPersonales and SemiAccidents were the campaign entities and related marketing platforms used in connection with the lead generation services sold to Plaintiffs.

28. Upon information and belief, the Defendant entities Brian Marketing, BMG Legal, LesionesPersonales, and SemiAccidents were used for an improper purpose, including to insulate Jason D. Brian from liability while continuing to obtain payments through representations regarding lead quantity, lead quality, and delivery timing that were not performed.

29. At all material times, Defendants acted in concert with one another in soliciting

Plaintiffs, negotiating the subject transactions, accepting payment, and purportedly carrying out the promised lead generation and marketing services that were never fulfilled.

II. Defendant's Representations to Plaintiffs

30. Through Brian Marketing, BMG Legal, Lesiones Personales, SemiAccidents, and their principals and agents, including Jason D. Brian, Aluzzo, and Hamilton, Defendants solicited Plaintiffs to purchase lead generation and legal marketing services for their law practices.

31. In connection with those solicitations, Defendants represented, both orally and in writing, that they would create, activate, manage, and support targeted marketing campaigns for Plaintiffs in specified geographic markets and deliver stated numbers of qualified leads in exchange for an upfront minimum payment.

32. Defendants further represented that the campaigns would be actively managed to ensure that Plaintiffs received a consistent stream of qualified prospective clients seeking personal injury representation.

33. Defendants represented that the leads delivered would be "qualified."

34. A "qualified lead" is a prospective client who was involved in a motor vehicle accident, sustained injuries as a result of that accident, was not at fault or primarily at fault for the accident, was not already represented by legal counsel, and reasonably required the services of a personal injury attorney.

35. In reliance on these representations, Plaintiffs paid substantial upfront sums to Defendants in exchange for the promised lead generation services and the delivery of qualified leads.

36. BK paid for eighty (80) qualified leads and received only one (1) qualified lead, Kaine Law paid for seventy two (72) qualified leads and received zero, Cardamone Law paid for

forty (40) qualified leads and received zero, Lombardi Law paid for forty (40) qualified leads and received zero, Shipon Law paid for forty (40) qualified leads and received zero, and Miracle Law paid for forty (40) qualified leads and received zero.

III. Defendants' Prior Knowledge

37. Before and during the period relevant to Plaintiffs' transactions, Defendants were aware of their inability to perform regarding the marketing services they were offering, including complaints concerning their failure to provide the promised lead generation services and results represented to prospective customers.

38. Prior to contracting with Plaintiffs, Defendants had notice that other law firms and/customers had raised substantially similar issues regarding Defendants' marketing programs and failure to perform.

39. Despite that knowledge, Defendants continued to market and sell the same lead generation services to Plaintiffs, accepted substantial upfront payments, and represented that they would provide the promised services and results.

40. Defendants knew, or at a minimum should have known, before entering into the subject transactions, that their representations concerning the nature, quality, and expected results of their marketing services were false or misleading.

41. Notwithstanding that knowledge, Defendants continued soliciting Plaintiffs and accepting payment for services they failed to deliver as promised.

IV. Defendants' Conduct Toward Plaintiffs

42. Defendants failed to deliver the promised qualified leads and provided leads that were nonviable or unqualified.

43. When Plaintiffs raised these issues and inquired about Defendants' failures in

performance, Defendants failed to meaningfully respond and never attempted to cure the default.

44. As a result of Defendants' conduct, each Plaintiff suffered damages in at least the amounts paid to Defendants.

A. Factual allegations Specific to BK

45. In the ordinary course of its business, BK enters into contracts with marketing and lead-generation companies for the purpose of advertising the firm's legal services and obtaining qualified leads to evaluate matters within its practice areas, including personal injury.

46. On February 20, 2025, Brian Marketing, Vincent Aluzzo, Jason D. Brian, and Nathaniel Hamilton contacted BK to offer their marketing services, specifically for the personal injury services that BK provides.

47. BK inquired whether the Defendants could perform advertising/lead generating services to provide BK with qualified leads for three total campaigns; (1) Broward County, Florida (hereafter "Broward Campaign"), (2) Duval County, Florida (hereafter "Duval Campaign"), and (3) Davidson County, Tennessee (hereafter "Davidson Campaign").

48. Defendants agreed to provide qualified leads in exchange for the payment requested by Defendants.

49. On March 5, 2025, Defendants represented and offered that, upon payment of \$9,500 per campaign, BK would be provided with the following:

- a. 40 qualified lead minimum *guarantee by 2025* for "lesionespersonales.com", Broward Campaign.
- b. 20 qualified lead minimum *guarantee by 2025* for "semiaccidents.com", Duval Campaign.
- c. 20 qualified lead minimum *guarantee by 2025* for "semiaccidents.com", Davidson Campaign.

See Exhibit A attached hereto.

50. Defendants requested a total of \$28,500.00 from BK to begin performance and go

“live” on all three campaigns.

51. BK relied on the Defendants’ March 5, 2025 written offer (See Exhibit A attached hereto) and issued payment to the Defendants.

52. On March 7, 2025, BK issued payment to Defendants for the Broward Campaign for a total of \$9,500.00.

53. On March 13, 2025, BK issued payment to Defendants for the Duval Campaign for a total of \$9,500.00.

54. On March 14, 2025, BK issued payment to Defendants for the Davidson Campaign for a total of \$9,500.00.

55. Under the Agreement, BK and the Defendants agreed to the following for the Duval and Davidson campaigns:

Both parties agree that there will be a minimum of 20 leads delivered during 2025. Any lead not meeting the criteria as listed on SemiAccidents.com will not be counted toward the 20 lead minimum. A credit of the remaining balance of leads, if the minimum is not met, will be issued and the roll over into 2026.

See Exhibit A attached hereto.

56. On or about late March 2025, the Broward, Duval and Davidson campaigns purportedly went “live.”

57. From March of 2025 to the present day, Defendants produced twenty-three leads from the Broward Campaign, zero leads from the Duval Campaign, and zero leads from the Davidson Campaign.

58. Twenty-two of the twenty-three Broward Campaign leads were not qualified:

- a. Nine leads had already retained another attorney.
- b. Ten leads were not motor vehicle accident leads, but rather custody battles, warranty defects, and/or sexual abuse matters.

- c. Two of the leads were seeking settlement funding for their personal injury case.
- d. One lead did not have either a valid email or a valid phone number.

59. Only one lead out of the twenty-three Broward Campaign leads was qualified as it was a motor vehicle accident that was not retained by another attorney and was not seeking settlement funding.

60. On or about April 1, 2025, BK notified Defendants, specifically the Director of Sales for Briann Marketing, Defendant Aluzzo, that the three Campaigns were not generating qualified leads and sought to address and resolve the issue.

61. BK also notified the Director of Operations for Brian Marketing, Hamilton, of the failure to perform, and Hamilton failed to respond.

62. On that same day, the Defendants falsely represented that BK “should start to see lead flow any day now really”.

63. On April 11, 2025, BK notified Defendants that all of the leads except one (1) were not qualified leads.

64. On April 14, 2025, Defendants represented that “the first month is usually slower” and continued to suggest performance would improve. Defendants further confirmed that the twenty-two unqualified leads “do not count toward [BK’s] guarantee.”

65. On July 31, 2025, BK provided follow-up communication to the Defendants that a majority of the leads were not qualified leads. Defendants responded by providing BK with a “support” email to assist BK with its account.

66. After July 31, 2025, Defendants failed to provide a single lead.

67. Defendants failed to respond to all of BK’s emails sent to the “support” email.

68. Furthermore, the Broward Campaign landing page (lesionespersonales.com) is not

valid or accessible.

69. Despite Defendants' continued assurances, the total leads provided were not the qualified leads that BK contracted for.

70. As of the date of this Complaint, Defendants have retained the benefit of BK's \$28,500.00 payment and BK has received only one qualified lead out of the eighty (80) qualified leads promised to be delivered by the end of 2025 as prescribed for in the Agreement.

71. As a direct and proximate result of Defendants' conduct, BK has sustained damages including \$28,500.00 paid to Brian Marketing, Lesionespersonales and Semiaccidents for the promised lead-generation program.

72. All conditions precedent to filing this action have been satisfied, waived or the Defendants are estopped from raising same.

73. Because of the misconduct of Brian Marketing, Lesionespersonales, Semiaccidents, Jason D. Brian, Vincent Aluzzo, and Nathaniel Hamilton it has become necessary that BK retain the services of the undersigned attorney.

V. Resulting Damages to All Plaintiffs

74. Each Plaintiff paid Defendants substantial sums in exchange for the promised delivery of qualified leads and related marketing services that were not provided.

75. Specifically, BK paid \$28,500.00, Kaine Law paid \$23,400.00, Cardamone Law paid \$9,500.00, Lombardi Law paid \$11,700.00, Shipon Law paid \$9,500.00, and Miracle Law paid \$12,000.00 to Defendants for the promised qualified leads.

76. Defendants retained these payments despite failing to deliver the promised qualified leads, providing leads that were nonviable or unqualified, failing to maintain functioning campaign infrastructure, and ceasing communications with Plaintiffs.

77. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered damages including, at a minimum, the amounts paid to Defendants for the promised lead generation services.

78. All conditions precedent to this action have been waived or have otherwise been satisfied.

COUNT I:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S BREACH OF CONTRACT
CLAIM AGAINST BRIAN MARKETING GROUP LLC

79. Allegations 1 through 78 above are adopted and incorporated herein.

80. The parties had a valid Contract, i.e., the Agreement. See Exhibit A attached hereto.

81. Under the Agreement, Brian Marketing was required to create and manage three lead-generation marketing campaigns and to provide BK with a guaranteed minimum number of 80 qualified leads by the end of 2025.

82. Brian Marketing failed to provide the 80 qualified leads by the end of 2025 as required under the Agreement and has failed to respond to BK's inquiries.

83. As a result, (a) Brian Marketing materially breached the Agreement and (b) BK has suffered \$28,500.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Brian Marketing for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT II:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S BREACH
OF CONTRACT CLAIM AGAINST JASON D. BRIAN

84. Allegations 1 through 78 above are adopted and incorporated herein.

85. Defendant Jason D. Brian is the founder, owner, and controlling principal of Brian Marketing Group LLC and exercises dominion and control over Brian Marketing, BMG Legal,

Lesiones Personales, and SemiAccidents. He also directed and controlled the actions of Aluzzo and Hamilton in connection with the solicitation, sale, operation, and performance of the lead generation services at issue.

86. Jason D. Brian exercised direct control over the solicitation of BK, the negotiation and approval of the Agreement, the acceptance of BK's payments, and the performance of the lead generation services promised to BK.

87. The parties had a valid Contract, i.e., the Agreement. See Exhibit A attached hereto.

88. Under the Agreement, Jason D. Brian was required to create and manage lead-generation marketing campaigns and to provide BK with a guaranteed minimum number of 80 qualified leads.

89. Before BK issued payment, Jason D. Brian knew of prior substantially similar complaints concerning the guaranteed lead program and/or the failure to deliver promised qualified leads after collecting substantial upfront payments, yet he nevertheless caused the Agreement to be offered to BK, caused BK's payments to be accepted, and caused performance to proceed under the Agreement.

90. BK fully performed its obligations under the Agreement by paying Defendants \$28,500.00 for the three campaigns.

91. Jason D. Brian directed the conduct giving rise to the breach, including the solicitation of BK and the making of the contractual promises.

92. Jason D. Brian failed to provide the 80 qualified leads as required under the Agreement and has failed to respond to BK's inquiries.

93. As a result, (a) Jason D. Brian materially breached the Agreement and (b) BK has suffered \$28,500.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Jason D. Brian for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT III:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S UNJUST ENRICHMENT
CLAIM AGAINST BRIAN MARKETING GROUP LLC

94. Allegations 1 through 78 above are adopted and incorporated herein.

95. This claim is pled in the alternative to Counts I and II.

96. BK conferred a benefit on Defendant Brian Marketing Group LLC, namely payment of \$28,500.00 for marketing and lead-generation services related to the creation, operation, and management of advertising campaigns.

97. Brian Marketing Group LLC voluntarily accepted and retained the benefit conferred by BK.

98. Under the circumstances, it would be inequitable for Brian Marketing Group LLC to retain the benefit conferred by BK without providing the promised qualified leads or compensating BK for the value of the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Brian Marketing Group LLC for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT IV:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S UNJUST
ENRICHMENT CLAIM AGAINST JASON D. BRIAN

99. Allegations 1 through 78 above are adopted and incorporated herein.

100. This claim is pled in the alternative to Counts I and II.

101. BK conferred a benefit on Defendant Jason D. Brian, including payments and economic benefits derived from the marketing campaigns and services performed under his

ownership, control, and direction of the entities involved.

102. Jason D. Brian voluntarily accepted and retained the benefit conferred by BK.

103. Under the circumstances, it would be inequitable for Jason D. Brian to retain the benefit conferred by BK without providing the promised performance or compensating BK for the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Jason D. Brian for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT V:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S NEGLIGENT
MISREPRESENTATION CLAIM AGAINST JASON D. BRIAN

104. Allegations 1 through 78 above are adopted and incorporated herein.

105. At all material times, Defendant Jason D. Brian, through his companies Brian Marketing, Lesionespersonales and Semiaccidents, represented that he would generate a guaranteed minimum of 80 qualified personal injury leads.

106. The representations made by Jason D. Brian were false as he failed to deliver the guaranteed qualified leads, failed to maintain functional campaign infrastructure, and ceased performance altogether.

107. Defendant Jason D. Brian knew or should have known that the representations were false or misleading, given his ownership, control, prior Google reviews from law firms, and oversight of Defendants' marketing operations and campaign performance.

108. Defendant Jason D. Brian intended that BK rely on these representations in deciding to enter into the Agreement and to remit the \$28,500.00 payment for the campaigns.

109. BK justifiably relied on Defendant Jason D. Brian's representations and, as a direct

and proximate result, suffered damages, including the payment of \$28,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Jason D. Brian for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT VI:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S NEGLIGENT
MISREPRESENTATION CLAIM AGAINST VINCENT ALUZZO

110. Allegations 1 through 78 above are adopted and incorporated herein.

111. At all material times, Defendant Vincent Aluzzo represented to BK that he would generate a guaranteed minimum of 80 qualified personal injury leads and that unqualified leads would not count toward the guarantee.

112. The representations made by Vincent Aluzzo were false because the leads provided were unqualified and Defendants failed to achieve the promised performance under the Agreement.

113. Defendant Vincent Aluzzo knew or should have known that the representations were false or misleading based the prior Google reviews and on his role in selling, monitoring, and communicating regarding campaign performance.

114. Defendant Vincent Aluzzo intended that BK rely on these representations to enter into the Agreement and to continue allowing Defendants to retain BK's payments despite nonperformance.

115. BK justifiably relied on Defendant Vincent Aluzzo's representations and suffered damages as a direct and proximate result, including the payment of \$28,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Vincent Aluzzo for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT VII:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S NEGLIGENT
MISREPRESENTATION CLAIM AGAINST NATHANIEL HAMILTON

116. Allegations 1 through 78 above are adopted and incorporated herein.

117. At all material times, Defendant Nathaniel Hamilton represented that the marketing campaigns were properly operating, that lead flow would improve, and that Defendants were performing in accordance with the Agreement.

118. The representations made by Nathaniel Hamilton were false because Defendants failed to deliver qualified leads, failed to maintain the campaign websites and lead intake systems, and ceased performance.

119. Defendant Nathaniel Hamilton knew or should have known that the representations were false or misleading due to the prior Google reviews and given his involvement in operations, performance oversight, and communications with BK.

120. Defendant Nathaniel Hamilton intended that BK rely on these representations to issue the \$28,500.00 payment and refrain from terminating the Agreement or demanding reimbursement.

121. BK justifiably relied on Defendant Nathaniel Hamilton's representations and suffered damages as a direct and proximate result, including the payment of \$28,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Nathaniel Hamilton for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT VIII:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S NEGLIGENT
MISREPRESENTATION CLAIM AGAINST LESIONESPERSONALES.COM LLC

122. Allegations 1 through 78 above are adopted and incorporated herein.

123. At all material times, Defendant LesionesPersonales operated the campaign website lesionespersonales.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to BK.

124. Through its agents and representatives, including Defendant Vincent Aluzzo, and Defendant Nathaniel Hamilton LesionesPersonales made representations to BK concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

125. More specifically, through Aluzzo and Hamilton, LesionesPersonales represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

126. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to BK.

127. LesionesPersonales, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

128. LesionesPersonales, through its agents, intended that BK rely on these representations.

129. BK justifiably relied on the representations made by LesionesPersonales through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant LesionesPersonales for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT IX:
LAW OFFICES OF JESSE N BERNHEIM, LLC'S NEGLIGENT
MISREPRESENTATION CLAIM AGAINST SEMIACCIDENTSCOM LLC

130. Allegations 1 through 78 above are adopted and incorporated herein.

131. At all material times, Defendant SemiAccidents operated and controlled the campaign website semiaccidents.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to BK.

132. Through its agents and representatives, including Defendant Vincent Aluzzo, and Defendant Nathaniel Hamilton SemiAccidents made representations to BK concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

133. More specifically, through Aluzzo and Hamilton, SemiAccidents represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

134. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to BK.

135. SemiAccidents, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

136. SemiAccidents, through its agents, intended that BK rely on these representations.

137. BK justifiably relied on the representations made by SemiAccidents through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant SemiAccidents for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT X:
KAINE LAW, LLC'S BREACH OF CONTRACT
CLAIM AGAINST BMG LEGAL, LLC

138. Allegations 1 through 78 above are adopted and incorporated herein.

139. The parties had a valid Contract, i.e., the Agreement. See Exhibit B attached hereto.

140. Under the Agreement, Brian Marketing was required to create and manage lead-generation marketing campaigns and to provide Kaine Law with a guaranteed minimum number of 72 qualified leads.

141. Brian Marketing failed to provide the 72 qualified leads as required under the Agreement and has failed to respond to Kaine Law's inquiries.

142. As a result, (a) Brian Marketing materially breached the Agreement and (b) Kain Law has suffered \$23,400.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Brian Marketing for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XI:
KAINE LAW, LLC'S BREACH OF CONTRACT
CLAIM AGAINST JASON D. BRIAN

143. Allegations 1 through 78 above are adopted and incorporated herein.

144. Defendant Jason D. Brian is the founder, owner, and controlling principal of Brian Marketing Group LLC and exercises dominion and control over Brian Marketing, BMG Legal, LesionesPersonales, and SemiAccidents, including the solicitation of Kaine Law, the negotiation and approval of the Agreement, the acceptance of Kaine Law's payments, and the performance of the lead generation services promised to Kaine Law.

145. Jason D. Brian, personally and through his agents Aluzzo, Hamilton, and the entities he controlled, solicited Kaine Law to purchase lead generation services.

146. The parties had a valid Contract, i.e., the Agreement. See Exhibit B attached hereto.

147. Under the Agreement, Jason D. Brian was required to create and manage lead-generation marketing campaigns and to provide Kaine Law with a guaranteed minimum number of 72 qualified leads.

148. Before Kaine Law issued payment, Jason D. Brian knew of prior substantially similar complaints concerning the same guaranteed lead program and the same failure to deliver promised qualified leads after collecting substantial upfront payments, yet he nevertheless caused the Agreement to be offered to Kaine Law, caused Kaine Law's payments to be accepted, and caused performance to proceed under the Agreement.

149. Kaine Law fully performed its obligations under the Agreement by paying Defendants \$23,400.00.

150. Jason D. Brian personally directed, approved, and controlled the conduct giving rise to the breach, including the solicitation of Kaine Law and the making of the contractual promises.

151. Jason D. Brian failed to provide the 72 qualified leads as required under the Agreement and has failed to respond to Kaine Law's inquiries.

152. As a result, (a) Jason D. Brian materially breached the Agreement and (b) Kaine Law has suffered \$23,400.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Jason D. Brian for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XII:
KAINE LAW, LLC'S UNJUST ENRICHMENT
CLAIM AGAINST BMG LEGAL, LLC

153. Allegations 1 through 78 above are adopted and incorporated herein.

154. This claim is pled in the alternative to Counts X and XI.

155. Kaine Law conferred a benefit on Defendant BMG Legal, namely payment of \$23,400.00 for marketing and lead-generation services related to the creation, operation, and management of advertising campaigns.

156. BMG Legal voluntarily accepted and retained the benefit conferred by Kaine Law.

157. Under the circumstances, it would be inequitable for BMG Legal to retain the benefit conferred by Kaine Law without providing the promised qualified leads or compensating Kaine Law for the value of the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant BMG Legal for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XIII:
KAINE LAW, LLC'S UNJUST ENRICHMENT
CLAIM AGAINST JASON D. BRIAN

158. Allegations 1 through 78 above are adopted and incorporated herein.

159. This claim is pled in the alternative to Counts X and XI.

160. Kaine Law conferred a benefit on Defendant Jason D. Brian, including payments and economic benefits derived from the marketing campaigns and services performed under his ownership, control, and direction of the entities involved.

161. Jason D. Brian voluntarily accepted and retained the benefit conferred by Kaine

Law.

162. Under the circumstances, it would be inequitable for Jason D. Brian to retain the benefit conferred by Kaine Law without providing the promised performance or compensating Kaine Law for the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Jason D. Brian for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XIV:
KAINE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST JASON D. BRIAN

163. Allegations 1 through 78 above are adopted and incorporated herein.

164. At all material times, Defendant Jason D. Brian, through his companies Brian Marketing, Lesionespersonales and Semiaccidents, represented that he would generate a guaranteed minimum of 72 qualified personal injury leads.

165. The representations made by Jason D. Brian were false as he failed to deliver the guaranteed qualified leads, failed to maintain functional campaign infrastructure, and ceased performance altogether.

166. Defendant Jason D. Brian knew or should have known that the representations were false or misleading, given his ownership, control, prior Google reviews from law firms, and oversight of Defendants' marketing operations and campaign performance.

167. Defendant Jason D. Brian intended that Kaine Law rely on these representations in deciding to enter into the Agreement and to remit the \$23,400.00 payment for the campaigns.

168. Kaine Law justifiably relied on Defendant Jason D. Brian's representations and, as a direct and proximate result, suffered damages, including the payment of \$23,400.00.

WHEREFORE, Plaintiff demands judgment against Defendant Jason D. Brian for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XV:
KAINE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST VINCENT ALUZZO

169. Allegations 1 through 78 above are adopted and incorporated herein.

170. At all material times, Defendant Vincent Aluzzo represented to Kaine Law that he would generate a guaranteed minimum of 72 qualified personal injury leads and that unqualified leads would not count toward the guarantee.

171. The representations made by Vincent Aluzzo were false because the leads provided were unqualified and Defendants failed to achieve the promised performance under the Agreement.

172. Defendant Vincent Aluzzo knew or should have known that the representations were false or misleading based the prior Google reviews and on his role in selling, monitoring, and communicating regarding campaign performance.

173. Defendant Vincent Aluzzo intended that Kaine Law rely on these representations to enter into the Agreement and to continue allowing Defendants to retain Kaine Law's payments despite nonperformance.

174. Kaine Law justifiably relied on Defendant Vincent Aluzzo's representations and suffered damages as a direct and proximate result, including the payment of \$23,400.00.

WHEREFORE, Plaintiff demands judgment against Defendant Vincent Aluzzo for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XVI:
KAINE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST NATHANIEL HAMILTON

175. Allegations 1 through 78 above are adopted and incorporated herein.

176. At all material times, Defendant Nathaniel Hamilton represented that the marketing campaigns were properly operating, that lead flow would improve, and that Defendants were performing in accordance with the Agreement.

177. The representations made by Nathaniel Hamilton were false because Defendants failed to deliver qualified leads, failed to maintain the campaign websites and lead intake systems, and ceased performance.

178. Defendant Nathaniel Hamilton knew or should have known that the representations were false or misleading due to the prior Google reviews and given his involvement in operations, performance oversight, and communications with Kaine Law.

179. Defendant Nathaniel Hamilton intended that Kaine Law rely on these representations to issue the \$23,400.00 payment and refrain from terminating the Agreement or demanding reimbursement.

180. Kaine Law justifiably relied on Defendant Nathaniel Hamilton's representations and suffered damages as a direct and proximate result, including the payment of \$23,400.00.

WHEREFORE, Plaintiff demands judgment against Defendant Nathaniel Hamilton for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XVII:
KAINE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST LESIONESPERSONALES.COM LLC

181. Allegations 1 through 78 above are adopted and incorporated herein.

182. At all material times, Defendant LesionesPersonales operated and controlled the campaign website lesionespersonales.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Kaine Law.

183. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, LesionesPersonales made representations to Kaine Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

184. More specifically, through Aluzzo and Hamilton, LesionesPersonales represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

185. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Kaine Law.

186. LesionesPersonales, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

187. LesionesPersonales, through its agents, intended that Kaine Law rely on these representations.

188. Kaine Law justifiably relied on the representations made by LesionesPersonales through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant LesionesPersonales for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XVIII:
KAINE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST SEMIACCIDENTSCOM LLC

189. Allegations 1 through 78 above are adopted and incorporated herein.

190. At all material times, Defendant SemiAccidents operated and controlled the campaign website semiaccidents.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Kaine Law.

191. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, SemiAccidents made representations to Kaine Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

192. More specifically, through Aluzzo and Hamilton, SemiAccidents represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

193. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Kaine Law.

194. SemiAccidents, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

195. SemiAccidents, through its agents, intended that Kaine Law rely on these representations.

196. Kaine Law justifiably relied on the representations made by SemiAccidents through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant SemiAccidents for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XIX:
CARDAMONE LAW, LLC'S BREACH OF CONTRACT
CLAIM AGAINST BRIAN MARKETING GROUP LLC

197. Allegations 1 through 78 above are adopted and incorporated herein.

198. The parties had a valid Contract, i.e., the Agreement.

199. Under the Agreement, Brian Marketing was required to create and manage lead-generation marketing campaigns and to provide Cardamone Law with a guaranteed minimum number of 40 qualified leads.

200. Brian Marketing failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Cardamone Law's inquiries.

201. As a result, (a) Brian Marketing materially breached the Agreement and (b) Cardamone Law has suffered \$9,500.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Brian Marketing for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XX:
CARDAMONE LAW, LLC'S BREACH OF CONTRACT
CLAIM AGAINST JASON D. BRIAN

202. Allegations 1 through 78 above are adopted and incorporated herein.

203. Defendant Jason D. Brian is the founder, owner, and controlling principal of Brian Marketing Group LLC and exercises dominion and control over Brian Marketing, BMG Legal, Lesiones Personales, and SemiAccidents. He also directed and controlled the actions of Aluzzo and Hamilton in connection with the solicitation, sale, operation, and performance of the lead generation services at issue.

204. Jason D. Brian exercised direct control over the solicitation of Cardamone Law, the

negotiation and approval of the Agreement, the acceptance of Cardamone Law's payments, and the performance of the lead generation services promised to Cardamone Law.

205. The parties had a valid Contract, i.e., the Agreement.

206. Under the Agreement, Jason D. Brian was required to create and manage lead-generation marketing campaigns and to provide Cardamone Law with a guaranteed minimum number of 40 qualified leads.

207. Before Cardamone Law issued payment, Jason D. Brian knew of prior substantially similar complaints concerning the same guaranteed lead program and the same failure to deliver promised qualified leads after collecting substantial upfront payments, yet he nevertheless caused the Agreement to be offered to Cardamone Law, caused Cardamone Law's payments to be accepted, and caused performance to proceed under the Agreement.

208. Cardamone Law fully performed its obligations under the Agreement by paying Defendants \$9,500.00.

209. Jason D. Brian personally directed, approved, and controlled the conduct giving rise to the breach, including the solicitation of Cardamone Law and the making of the contractual promises.

210. Jason D. Brian failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Cardamone Law's inquiries.

211. As a result, (a) Jason D. Brian materially breached the Agreement and (b) Cardamone Law has suffered \$9,500.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Jason D. Brian for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XXI:
CARDAMONE LAW, LLC'S UNJUST ENRICHMENT
CLAIM AGAINST BRIAN MARKETING GROUP LLC

212. Allegations 1 through 78 above are adopted and incorporated herein.

213. This claim is pled in the alternative to Counts XIX and XX.

214. Cardamone Law conferred a benefit on Defendant Brian Marketing Group LLC, namely payment of \$9,500.00 for marketing and lead-generation services related to the creation, operation, and management of advertising campaigns.

215. Brian Marketing Group LLC voluntarily accepted and retained the benefit conferred by Cardamone Law.

216. Under the circumstances, it would be inequitable for Brian Marketing Group LLC to retain the benefit conferred by Cardamone Law without providing the promised qualified leads or compensating Cardamone Law for the value of the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Brian Marketing Group LLC for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XXII:
CARDAMONE LAW, LLC'S UNJUST ENRICHMENT
CLAIM AGAINST JASON D. BRIAN

217. Allegations 1 through 78 above are adopted and incorporated herein.

218. This claim is pled in the alternative to Counts XIX and XX.

219. Cardamone Law conferred a benefit on Defendant Jason D. Brian, including payments and economic benefits derived from the marketing campaigns and services performed under his ownership, control, and direction of the entities involved.

220. Jason D. Brian voluntarily accepted and retained the benefit conferred by Cardamone Law.

221. Under the circumstances, it would be inequitable for Jason D. Brian to retain the benefit conferred by Cardamone Law without providing the promised performance or compensating Cardamone Law for the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Jason D. Brian for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XXIII:
CARDAMONE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST JASON D. BRIAN

222. Allegations 1 through 78 above are adopted and incorporated herein.

223. At all material times, Defendant Jason D. Brian, through his companies Brian Marketing, Lesionespersonales and Semiaccidents, represented that he would generate a guaranteed minimum of 40 qualified personal injury leads.

224. The representations made by Jason D. Brian were false as he failed to deliver the guaranteed qualified leads, failed to maintain functional campaign infrastructure, and ceased performance altogether.

225. Defendant Jason D. Brian knew or should have known that the representations were false or misleading, given his ownership, control, prior Google reviews from law firms, and oversight of Defendants' marketing operations and campaign performance.

226. Defendant Jason D. Brian intended that Cardamone Law rely on these representations in deciding to enter into the Agreement and to remit the \$9,500.00 payment for the campaigns.

227. Cardamone Law justifiably relied on Defendant Jason D. Brian's representations and, as a direct and proximate result, suffered damages, including the payment of \$9,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Jason D. Brian for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXIV:
CARDAMONE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST VINCENT ALUZZO

228. Allegations 1 through 78 above are adopted and incorporated herein.

229. At all material times, Defendant Vincent Aluzzo represented to Cardamone Law that he would generate a guaranteed minimum of 40 qualified personal injury leads and that unqualified leads would not count toward the guarantee.

230. The representations made by Vincent Aluzzo were false because the leads provided were unqualified and Defendants failed to achieve the promised performance under the Agreement.

231. Defendant Vincent Aluzzo knew or should have known that the representations were false or misleading based the prior Google reviews and on his role in selling, monitoring, and communicating regarding campaign performance.

232. Defendant Vincent Aluzzo intended that Cardamone Law rely on these representations to enter into the Agreement and to continue allowing Defendants to retain Cardamone Law's payments despite nonperformance.

233. Cardamone Law justifiably relied on Defendant Vincent Aluzzo's representations and suffered damages as a direct and proximate result, including the payment of \$9,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Vincent Aluzzo for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXV:
CARDAMONE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST NATHANIEL HAMILTON

234. Allegations 1 through 78 above are adopted and incorporated herein.

235. At all material times, Defendant Nathaniel Hamilton represented that the marketing campaigns were properly operating, that lead flow would improve, and that Defendants were performing in accordance with the Agreement.

236. The representations made by Nathaniel Hamilton were false because Defendants failed to deliver qualified leads, failed to maintain the campaign websites and lead intake systems, and ceased performance.

237. Defendant Nathaniel Hamilton knew or should have known that the representations were false or misleading due to the prior Google reviews and given his involvement in operations, performance oversight, and communications with Cardamone Law.

238. Defendant Nathaniel Hamilton intended that Cardamone Law rely on these representations to issue the \$9,500.00 payment and refrain from terminating the Agreement or demanding reimbursement.

239. Cardamone Law justifiably relied on Defendant Nathaniel Hamilton's representations and suffered damages as a direct and proximate result, including the payment of \$9,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Nathaniel Hamilton for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXVI:
CARDAMONE LAW, LLC'S NEGLIGENT MISREPRESENTATION

CLAIM AGAINST LESIONESPERSONALES.COM LLC

240. Allegations 1 through 78 above are adopted and incorporated herein.

241. At all material times, Defendant LesionesPersonales operated and controlled the campaign website lesionespersonales.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Cardamone Law.

242. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, LesionesPersonales made representations to Cardamone Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

243. More specifically, through Aluzzo and Hamilton, LesionesPersonales represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

244. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Cardamone Law.

245. LesionesPersonales, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

246. LesionesPersonales, through its agents, intended that Cardamone Law rely on these representations.

247. Cardamone Law justifiably relied on the representations made by LesionesPersonales through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant Lesiones Personales for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXVII:
CARDAMONE LAW, LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST SEMIACCIDENTSCOM LLC

248. Allegations 1 through 78 above are adopted and incorporated herein.

249. At all material times, Defendant SemiAccidents operated and controlled the campaign website semiaccidents.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Cardamone Law.

250. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, SemiAccidents made representations to Cardamone Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

251. More specifically, through Aluzzo and Hamilton, SemiAccidents represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

252. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Cardamone Law.

253. SemiAccidents, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

254. SemiAccidents, through its agents, intended that Cardamone Law rely on these representations.

255. Cardamone Law justifiably relied on the representations made by SemiAccidents through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant SemiAccidents for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXVIII:
MIKE LOMBARDI LAW FIRM LLC'S BREACH OF CONTRACT
CLAIM AGAINST BMG LEGAL, LLC

256. Allegations 1 through 78 above are adopted and incorporated herein.

257. The parties had a valid Contract, i.e., the Agreement. See Exhibit C attached hereto.

258. Under the Agreement, BMG Legal was required to create and manage lead-generation marketing campaigns and to provide Lombardi Law with a guaranteed minimum number of 40 qualified leads.

259. BMG Legal failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Lombardi Law's inquiries.

260. As a result, (a) BMG Legal materially breached the Agreement and (b) Lombardi Law has suffered \$11,700.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant BMG Legal for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XXIX:
MIKE LOMBARDI LAW FIRM LLC'S BREACH OF CONTRACT
CLAIM AGAINST JASON D. BRIAN

261. Allegations 1 through 78 above are adopted and incorporated herein.

262. Defendant Jason D. Brian is the founder, owner, and controlling principal of Brian Marketing Group LLC and exercises dominion and control over Brian Marketing, BMG Legal,

Lesiones Personales, and SemiAccidents. He also directed and controlled the actions of Aluzzo and Hamilton in connection with the solicitation, sale, operation, and performance of the lead generation services at issue.

263. Jason D. Brian exercised direct control over the solicitation of Lombardi Law, the negotiation and approval of the Agreement, the acceptance of Lombardi Law's payments, and the performance of the lead generation services promised to Lombardi Law.

264. The parties had a valid Contract, i.e., the Agreement. See Exhibit C attached hereto.

265. Under the Agreement, Jason D. Brian was required to create and manage lead-generation marketing campaigns and to provide Lombardi Law with a guaranteed minimum number of 40 qualified leads.

266. Before Lombardi Law issued payment, Jason D. Brian knew of prior substantially similar complaints concerning the same guaranteed lead program and the same failure to deliver promised qualified leads after collecting substantial upfront payments, yet he nevertheless caused the Agreement to be offered to Lombardi Law, caused Lombardi Law's payments to be accepted, and caused performance to proceed under the Agreement.

267. Lombardi Law fully performed its obligations under the Agreement by paying Defendants \$11,700.00.

268. Jason D. Brian personally directed, approved, and controlled the conduct giving rise to the breach, including the solicitation of Lombardi Law and the making of the contractual promises.

269. Jason D. Brian failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Lombardi Law's inquiries.

270. As a result, (a) Jason D. Brian materially breached the Agreement and (b) Lombardi

Law has suffered \$11,700.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Jason D. Brian for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XXX:
MIKE LOMBARDI LAW FIRM LLC'S UNJUST ENRICHMENT
CLAIM AGAINST BMG LEGAL, LLC

271. Allegations 1 through 78 above are adopted and incorporated herein.

272. This claim is pled in the alternative to Counts XXVIII and XXIX.

273. Lombardi Law conferred a benefit on Defendant BMG Legal, namely payment of \$11,700.00 for marketing and lead-generation services related to the creation, operation, and management of advertising campaigns.

274. BMG Legal voluntarily accepted and retained the benefit conferred by Lombardi Law.

275. Under the circumstances, it would be inequitable for BMG Legal to retain the benefit conferred by Lombardi Law without providing the promised qualified leads or compensating Lombardi Law for the value of the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant BMG Legal for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XXXI:
MIKE LOMBARDI LAW FIRM LLC'S UNJUST ENRICHMENT
CLAIM AGAINST JASON D. BRIAN

276. Allegations 1 through 78 above are adopted and incorporated herein.

277. This claim is pled in the alternative to Counts XXVIII and XXIX.

278. Lombardi Law conferred a benefit on Defendant Jason D. Brian, including

payments and economic benefits derived from the marketing campaigns and services performed under his ownership, control, and direction of the entities involved.

279. Jason D. Brian voluntarily accepted and retained the benefit conferred by Lombardi Law.

280. Under the circumstances, it would be inequitable for Jason D. Brian to retain the benefit conferred by Lombardi Law without providing the promised performance or compensating Lombardi Law for the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Jason D. Brian for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XXXII:
MIKE LOMBARDI LAW FIRM LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST JASON D. BRIAN

281. Allegations 1 through 78 above are adopted and incorporated herein.

282. At all material times, Defendant Jason D. Brian, through his companies Brian Marketing, Lesionespersonales and Semiaccidents, represented that he would generate a guaranteed minimum of 40 qualified personal injury leads.

283. The representations made by Jason D. Brian were false as he failed to deliver the guaranteed qualified leads, failed to maintain functional campaign infrastructure, and ceased performance altogether.

284. Defendant Jason D. Brian knew or should have known that the representations were false or misleading, given his ownership, control, prior Google reviews from law firms, and oversight of Defendants' marketing operations and campaign performance.

285. Defendant Jason D. Brian intended that Lombardi Law rely on these representations

in deciding to enter into the Agreement and to remit the \$11,700.00 payment for the campaigns.

286. Lombardi Law justifiably relied on Defendant Jason D. Brian's representations and, as a direct and proximate result, suffered damages, including the payment of \$11,700.00.

WHEREFORE, Plaintiff demands judgment against Defendant Jason D. Brian for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXXIII:
MIKE LOMBARDI LAW FIRM LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST VINCENT ALUZZO

287. Allegations 1 through 78 above are adopted and incorporated herein.

288. At all material times, Defendant Vincent Aluzzo represented to Lombardi Law that he would generate a guaranteed minimum of 40 qualified personal injury leads and that unqualified leads would not count toward the guarantee.

289. The representations made by Vincent Aluzzo were false because the leads provided were unqualified and Defendants failed to achieve the promised performance under the Agreement.

290. Defendant Vincent Aluzzo knew or should have known that the representations were false or misleading based the prior Google reviews and on his role in selling, monitoring, and communicating regarding campaign performance.

291. Defendant Vincent Aluzzo intended that Lombardi Law rely on these representations to enter into the Agreement and to continue allowing Defendants to retain Lombardi Law's payments despite nonperformance.

292. Lombardi Law justifiably relied on Defendant Vincent Aluzzo's representations and suffered damages as a direct and proximate result, including the payment of \$11,700.00.

WHEREFORE, Plaintiff demands judgment against Defendant Vincent Aluzzo for

damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXXIV:
MIKE LOMBARDI LAW FIRM LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST NATHANIEL HAMILTON

293. Allegations 1 through 78 above are adopted and incorporated herein.

294. At all material times, Defendant Nathaniel Hamilton represented that the marketing campaigns were properly operating, that lead flow would improve, and that Defendants were performing in accordance with the Agreement.

295. The representations made by Nathaniel Hamilton were false because Defendants failed to deliver qualified leads, failed to maintain the campaign websites and lead intake systems, and ceased performance.

296. Defendant Nathaniel Hamilton knew or should have known that the representations were false or misleading due to the prior Google reviews and given his involvement in operations, performance oversight, and communications with Lombardi Law.

297. Defendant Nathaniel Hamilton intended that Lombardi Law rely on these representations to issue the \$11,700.00 payment and refrain from terminating the Agreement or demanding reimbursement.

298. Lombardi Law justifiably relied on Defendant Nathaniel Hamilton's representations and suffered damages as a direct and proximate result, including the payment of \$11,700.00.

WHEREFORE, Plaintiff demands judgment against Defendant Nathaniel Hamilton for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXXV:
MIKE LOMBARDI LAW FIRM LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST LESIONESPERSONALES COM LLC

299. Allegations 1 through 78 above are adopted and incorporated herein.

300. At all material times, Defendant LesionesPersonales operated and controlled the campaign website lesionespersonales.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Lombardi Law.

301. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, LesionesPersonales made representations to Lombardi Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

302. More specifically, through Aluzzo and Hamilton, LesionesPersonales represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

303. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Lombardi Law.

304. LesionesPersonales, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

305. LesionesPersonales, through its agents, intended that Lombardi Law rely on these representations.

306. Lombardi Law justifiably relied on the representations made by LesionesPersonales through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant LesionesPersonales for

damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXXVI:
MIKE LOMBARDI LAW FIRM LLC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST SEMIACCIDENTSCOM LLC

307. Allegations 1 through 78 above are adopted and incorporated herein.

308. At all material times, Defendant SemiAccidents operated and controlled the campaign website semiaccidents.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Lombardi Law.

309. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, SemiAccidents made representations to Lombardi Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

310. More specifically, through Aluzzo and Hamilton, SemiAccidents represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

311. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Lombardi Law.

312. SemiAccidents, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

313. SemiAccidents, through its agents, intended that Lombardi Law rely on these representations.

314. Lombardi Law justifiably relied on the representations made by SemiAccidents

through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant SemiAccidents for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XXXVII:
SHIPON LAW ASSOCIATES, P.C.'S BREACH OF CONTRACT
CLAIM AGAINST BMG LEGAL, LLC

315. Allegations 1 through 78 above are adopted and incorporated herein.

316. The parties had a valid Contract, i.e., the Agreement. See Exhibit D attached hereto.

317. Under the Agreement, BMG Legal was required to create and manage lead-generation marketing campaigns and to provide Shipon Law with a guaranteed minimum number of 40 qualified leads.

318. BMG Legal failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Shipon Law's inquiries.

319. As a result, (a) BMG Legal materially breached the Agreement and (b) Shipon Law has suffered \$9,500.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant BMG Legal for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XXXVIII:
SHIPON LAW ASSOCIATES, P.C.'S BREACH OF CONTRACT
CLAIM AGAINST JASON D. BRIAN

320. Allegations 1 through 78 above are adopted and incorporated herein.

321. Defendant Jason D. Brian is the founder, owner, and controlling principal of Brian Marketing Group LLC and exercises dominion and control over Brian Marketing, BMG Legal, LesionesPersonales, and SemiAccidents. He also directed and controlled the actions of Aluzzo and

Hamilton in connection with the solicitation, sale, operation, and performance of the lead generation services at issue.

322. Jason D. Brian exercised direct control over the solicitation of Shipon Law, the negotiation and approval of the Agreement, the acceptance of Shipon Law's payments, and the performance of the lead generation services promised to Shipon Law.

323. The parties had a valid Contract, i.e., the Agreement. See Exhibit D attached hereto.

324. Under the Agreement, Jason D. Brian was required to create and manage lead-generation marketing campaigns and to provide Shipon Law with a guaranteed minimum number of 40 qualified leads.

325. Before Shipon Law issued payment, Jason D. Brian knew of prior substantially similar complaints concerning the same guaranteed lead program and the same failure to deliver promised qualified leads after collecting substantial upfront payments, yet he nevertheless caused the Agreement to be offered to Shipon Law, caused Shipon Law's payments to be accepted, and caused performance to proceed under the Agreement.

326. Shipon Law fully performed its obligations under the Agreement by paying Defendants \$9,500.00.

327. Jason D. Brian personally directed, approved, and controlled the conduct giving rise to the breach, including the solicitation of Shipon Law and the making of the contractual promises.

328. Jason D. Brian failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Shipon Law's inquiries.

329. As a result, (a) Jason D. Brian materially breached the Agreement and (b) Shipon Law has suffered \$9,500.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Jason D. Brian for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XXXIX:
SHIPON LAW ASSOCIATES, P.C.'S UNJUST ENRICHMENT
CLAIM AGAINST BMG LEGAL, LLC

330. Allegations 1 through 78 above are adopted and incorporated herein.

331. This claim is pled in the alternative to Counts XXXVII and XXXVIII.

332. Shipon Law conferred a benefit on Defendant BMG Legal, namely payment of \$9,500.00 for marketing and lead-generation services related to the creation, operation, and management of advertising campaigns.

333. BMG Legal voluntarily accepted and retained the benefit conferred by Shipon Law.

334. Under the circumstances, it would be inequitable for BMG Legal to retain the benefit conferred by Shipon Law without providing the promised qualified leads or compensating Shipon Law for the value of the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant BMG Legal for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XL:
SHIPON LAW ASSOCIATES, P.C.'S UNJUST ENRICHMENT
CLAIM AGAINST JASON D. BRIAN

335. Allegations 1 through 78 above are adopted and incorporated herein.

336. This claim is pled in the alternative to Counts XXXVII and XXXVIII.

337. Shipon Law conferred a benefit on Defendant Jason D. Brian, including payments and economic benefits derived from the marketing campaigns and services performed under his ownership, control, and direction of the entities involved.

338. Jason D. Brian voluntarily accepted and retained the benefit conferred by Shipon Law.

339. Under the circumstances, it would be inequitable for Jason D. Brian to retain the benefit conferred by Shipon Law without providing the promised performance or compensating Shipon Law for the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Jason D. Brian for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XLI:
SHIPON LAW ASSOCIATES, P.C.'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST JASON D. BRIAN

340. Allegations 1 through 78 above are adopted and incorporated herein.

341. At all material times, Defendant Jason D. Brian, through his companies Brian Marketing, Lesionespersonales and Semiaccidents, represented that he would generate a guaranteed minimum of 40 qualified personal injury leads.

342. The representations made by Jason D. Brian were false as he failed to deliver the guaranteed qualified leads, failed to maintain functional campaign infrastructure, and ceased performance altogether.

343. Defendant Jason D. Brian knew or should have known that the representations were false or misleading, given his ownership, control, prior Google reviews from law firms, and oversight of Defendants' marketing operations and campaign performance.

344. Defendant Jason D. Brian intended that Shipon Law rely on these representations in deciding to enter into the Agreement and to remit the \$9,500.00 payment for the campaigns.

345. Shipon Law justifiably relied on Defendant Jason D. Brian's representations and,

as a direct and proximate result, suffered damages, including the payment of \$9,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Jason D. Brian for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XLII:
SHIPON LAW ASSOCIATES, P.C.'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST VINCENT ALUZZO

346. Allegations 1 through 78 above are adopted and incorporated herein.

347. At all material times, Defendant Vincent Aluzzo represented to Shipon Law that he would generate a guaranteed minimum of 40 qualified personal injury leads and that unqualified leads would not count toward the guarantee.

348. The representations made by Vincent Aluzzo were false because the leads provided were unqualified and Defendants failed to achieve the promised performance under the Agreement.

349. Defendant Vincent Aluzzo knew or should have known that the representations were false or misleading based the prior Google reviews and on his role in selling, monitoring, and communicating regarding campaign performance.

350. Defendant Vincent Aluzzo intended that Shipon Law rely on these representations to enter into the Agreement and to continue allowing Defendants to retain Shipon Law's payments despite nonperformance.

351. Shipon Law justifiably relied on Defendant Vincent Aluzzo's representations and suffered damages as a direct and proximate result, including the payment of \$9,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Vincent Aluzzo for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XLIII:
SHIPON LAW ASSOCIATES, P.C.'S NEGLIGENT MISREPRESENTATION

CLAIM AGAINST NATHANIEL HAMILTON

352. Allegations 1 through 78 above are adopted and incorporated herein.

353. At all material times, Defendant Nathaniel Hamilton represented that the marketing campaigns were properly operating, that lead flow would improve, and that Defendants were performing in accordance with the Agreement.

354. The representations made by Nathaniel Hamilton were false because Defendants failed to deliver qualified leads, failed to maintain the campaign websites and lead intake systems, and ceased performance.

355. Defendant Nathaniel Hamilton knew or should have known that the representations were false or misleading due to the prior Google reviews and given his involvement in operations, performance oversight, and communications with Shipon Law.

356. Defendant Nathaniel Hamilton intended that Shipon Law rely on these representations to issue the \$9,500.00 payment and refrain from terminating the Agreement or demanding reimbursement.

357. Shipon Law justifiably relied on Defendant Nathaniel Hamilton's representations and suffered damages as a direct and proximate result, including the payment of \$9,500.00.

WHEREFORE, Plaintiff demands judgment against Defendant Nathaniel Hamilton for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XLIV:
SHIPON LAW ASSOCIATES, P.C.'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST LESIONESPERSONALES COM LLC

358. Allegations 1 through 78 above are adopted and incorporated herein.

359. At all material times, Defendant LesionesPersonales operated and controlled the campaign website lesionespersonales.com, which Defendants represented would serve as the

marketing platform used to generate and deliver qualified personal injury leads to Shipon Law.

360. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, LesionesPersonales made representations to Shipon Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

361. More specifically, through Aluzzo and Hamilton, LesionesPersonales represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

362. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Shipon Law.

363. LesionesPersonales, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

364. LesionesPersonales, through its agents, intended that Shipon Law rely on these representations.

365. Shipon Law justifiably relied on the representations made by LesionesPersonales through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant LesionesPersonales for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XLV:
SHIPON LAW ASSOCIATES, P.C.'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST SEMIACCIDENTSCOM LLC

366. Allegations 1 through 78 above are adopted and incorporated herein.

367. At all material times, Defendant SemiAccidents operated and controlled the campaign website semiaccidents.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Shipon Law.

368. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, SemiAccidents made representations to Shipon Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

369. More specifically, through Aluzzo and Hamilton, SemiAccidents represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

370. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Shipon Law.

371. SemiAccidents, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

372. SemiAccidents, through its agents, intended that Shipon Law rely on these representations.

373. Shipon Law justifiably relied on the representations made by SemiAccidents through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant SemiAccidents for

damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT XLVI:
MIRACLE LAW, APC'S BREACH OF CONTRACT
CLAIM AGAINST BMG LEGAL, LLC

374. Allegations 1 through 78 above are adopted and incorporated herein.

375. The parties had a valid Contract, i.e., the Agreement. See Exhibit E attached hereto.

376. Under the Agreement, BMG Legal was required to create and manage lead-generation marketing campaigns and to provide Miracle Law with a guaranteed minimum number of 40 qualified leads.

377. BMG Legal failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Miracle Law's inquiries.

378. As a result, (a) BMG Legal materially breached the Agreement and (b) Miracle Law has suffered \$12,000.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant BMG Legal for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XLVII:
MIRACLE LAW, APC'S BREACH OF CONTRACT
CLAIM AGAINST JASON D. BRIAN

379. Allegations 1 through 78 above are adopted and incorporated herein.

380. Defendant Jason D. Brian is the founder, owner, and controlling principal of Brian Marketing Group LLC and exercises dominion and control over Brian Marketing, BMG Legal, Lesiones Personales, and SemiAccidents. He also directed and controlled the actions of Aluzzo and Hamilton in connection with the solicitation, sale, operation, and performance of the lead generation services at issue.

381. Jason D. Brian exercised direct control over the solicitation of Miracle Law, the

negotiation and approval of the Agreement, the acceptance of Miracle Law's payments, and the performance of the lead generation services promised to Miracle Law.

382. The parties had a valid Contract, i.e., the Agreement. See Exhibit E attached hereto.

383. Under the Agreement, Jason D. Brian was required to create and manage lead-generation marketing campaigns and to provide Miracle Law with a guaranteed minimum number of 40 qualified leads.

384. Before Miracle Law issued payment, Jason D. Brian knew of prior substantially similar complaints concerning the same guaranteed lead program and the same failure to deliver promised qualified leads after collecting substantial upfront payments, yet he nevertheless caused the Agreement to be offered to Miracle Law, caused Miracle Law's payments to be accepted, and caused performance to proceed under the Agreement.

385. Miracle Law fully performed its obligations under the Agreement by paying Defendants \$12,000.00.

386. Jason D. Brian personally directed, approved, and controlled the conduct giving rise to the breach, including the solicitation of Miracle Law and the making of the contractual promises.

387. Jason D. Brian failed to provide the 40 qualified leads as required under the Agreement and has failed to respond to Miracle Law's inquiries.

388. As a result, (a) Jason D. Brian materially breached the Agreement and (b) Miracle Law has suffered \$12,000.00 in damages caused by the breach.

WHEREFORE, Plaintiff demands: (i) judgment against Defendant Jason D. Brian for Plaintiff's damages with interest and (ii) such other relief as this Court deems just and proper.

COUNT XLVIII:
MIRACLE LAW, APC'S UNJUST ENRICHMENT

CLAIM AGAINST BMG LEGAL, LLC

389. Allegations 1 through 78 above are adopted and incorporated herein.

390. This claim is pled in the alternative to Counts XLVI and XLVII.

391. Miracle Law conferred a benefit on Defendant BMG Legal, LLC, namely payment of \$12,000.00 for marketing and lead-generation services related to the creation, operation, and management of advertising campaigns.

392. BMG Legal, LLC voluntarily accepted and retained the benefit conferred by Miracle Law.

393. Under the circumstances, it would be inequitable for BMG Legal, LLC to retain the benefit conferred by Miracle Law without providing the promised qualified leads or compensating Miracle Law for the value of the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant BMG Legal, LLC for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT XLIX:
MIRACLE LAW, APC'S UNJUST ENRICHMENT
CLAIM AGAINST JASON D. BRIAN

394. Allegations 1 through 78 above are adopted and incorporated herein.

395. This claim is pled in the alternative to Counts XLVI and XLVII.

396. Miracle Law conferred a benefit on Defendant Jason D. Brian, including payments and economic benefits derived from the marketing campaigns and services performed under his ownership, control, and direction of the entities involved.

397. Jason D. Brian voluntarily accepted and retained the benefit conferred by Miracle Law.

398. Under the circumstances, it would be inequitable for Jason D. Brian to retain the benefit conferred by Miracle Law without providing the promised performance or compensating Miracle Law for the benefit retained.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant Jason D. Brian for damages, together with interest, costs, and such other and further relief as the Court deems just and proper.

COUNT I:
MIRACLE LAW, APC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST JASON D. BRIAN

399. Allegations 1 through 78 above are adopted and incorporated herein.

400. At all material times, Defendant Jason D. Brian, through his companies Brian Marketing, Lesionespersonales and Semiaccidents, represented that he would generate a guaranteed minimum of 40 qualified personal injury leads.

401. The representations made by Jason D. Brian were false as he failed to deliver the guaranteed qualified leads, failed to maintain functional campaign infrastructure, and ceased performance altogether.

402. Defendant Jason D. Brian knew or should have known that the representations were false or misleading, given his ownership, control, prior Google reviews from law firms, and oversight of Defendants' marketing operations and campaign performance.

403. Defendant Jason D. Brian intended that Miracle Law rely on these representations in deciding to enter into the Agreement and to remit the \$12,000.00 payment for the campaigns.

404. Miracle Law justifiably relied on Defendant Jason D. Brian's representations and, as a direct and proximate result, suffered damages, including the payment of \$12,000.00.

WHEREFORE, Plaintiff demands judgment against Defendant Jason D. Brian for

damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT LI:
MIRACLE LAW, APC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST VINCENT ALUZZO

405. Allegations 1 through 78 above are adopted and incorporated herein.

406. At all material times, Defendant Vincent Aluzzo represented to Miracle Law that he would generate a guaranteed minimum of 40 qualified personal injury leads and that unqualified leads would not count toward the guarantee.

407. The representations made by Vincent Aluzzo were false because the leads provided were unqualified and Defendants failed to achieve the promised performance under the Agreement.

408. Defendant Vincent Aluzzo knew or should have known that the representations were false or misleading based the prior Google reviews and on his role in selling, monitoring, and communicating regarding campaign performance.

409. Defendant Vincent Aluzzo intended that Miracle Law rely on these representations to enter into the Agreement and to continue allowing Defendants to retain Miracle Law's payments despite nonperformance.

410. Miracle Law justifiably relied on Defendant Vincent Aluzzo's representations and suffered damages as a direct and proximate result, including the payment of \$12,000.00.

WHEREFORE, Plaintiff demands judgment against Defendant Vincent Aluzzo for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT LII:
MIRACLE LAW, APC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST NATHANIEL HAMILTON

411. Allegations 1 through 78 above are adopted and incorporated herein.

412. At all material times, Defendant Nathaniel Hamilton represented that the marketing campaigns were properly operating, that lead flow would improve, and that Defendants were performing in accordance with the Agreement.

413. The representations made by Nathaniel Hamilton were false because Defendants failed to deliver qualified leads, failed to maintain the campaign websites and lead intake systems, and ceased performance.

414. Defendant Nathaniel Hamilton knew or should have known that the representations were false or misleading due to the prior Google reviews and given his involvement in operations, performance oversight, and communications with Miracle Law.

415. Defendant Nathaniel Hamilton intended that Miracle Law rely on these representations to issue the \$12,000.00 payment and refrain from terminating the Agreement or demanding reimbursement.

416. Miracle Law justifiably relied on Defendant Nathaniel Hamilton's representations and suffered damages as a direct and proximate result, including the payment of \$12,000.00.

WHEREFORE, Plaintiff demands judgment against Defendant Nathaniel Hamilton for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT LIII:
MIRACLE LAW, APC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST LESIONESPERSONALES.COM LLC

417. Allegations 1 through 78 above are adopted and incorporated herein.

418. At all material times, Defendant LesionesPersonales operated and controlled the campaign website lesionespersonales.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Miracle Law.

419. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, LesionesPersonales made representations to Miracle Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

420. More specifically, through Aluzzo and Hamilton, LesionesPersonales represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

421. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Miracle Law.

422. LesionesPersonales, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

423. LesionesPersonales, through its agents, intended that Miracle Law rely on these representations.

424. Miracle Law justifiably relied on the representations made by LesionesPersonales through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant LesionesPersonales for damages, interest, costs, and such other relief as this Court deems just and proper.

COUNT LIV:
MIRACLE LAW, APC'S NEGLIGENT MISREPRESENTATION
CLAIM AGAINST SEMIACCIDENTSCOM LLC

425. Allegations 1 through 78 above are adopted and incorporated herein.

426. At all material times, Defendant SemiAccidents operated and controlled the campaign website semiaccidents.com, which Defendants represented would serve as the marketing platform used to generate and deliver qualified personal injury leads to Miracle Law.

427. Through its agents and representatives, including Defendant Vincent Aluzzo and Defendant Nathaniel Hamilton, SemiAccidents made representations to Miracle Law concerning the performance of the marketing campaigns, the operation of the campaign websites, and the expected delivery of qualified leads.

428. More specifically, through Aluzzo and Hamilton, SemiAccidents represented that the marketing campaigns were active, properly operating, and would produce the promised qualified leads.

429. These representations were false or misleading because the marketing campaigns were not functioning as represented and the promised qualified leads were not being generated or delivered to Miracle Law.

430. SemiAccidents, through its agents Aluzzo and Hamilton, knew or should have known that these representations were false or misleading given the prior Google reviews and their roles in the operation concerning the campaign websites and lead generation services.

431. SemiAccidents, through its agents, intended that Miracle Law rely on these representations.

432. Miracle Law justifiably relied on the representations made by SemiAccidents through its agents and, as a direct and proximate result, suffered damages including the payments made for the promised lead generation services that were not delivered.

WHEREFORE, Plaintiff demands judgment against Defendant SemiAccidents for damages, interest, costs, and such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

433. The aforementioned Plaintiffs demand a trial by jury of all issues triable as of right of jury.

DATED: March 13, 2026.

By: /s/ Dor Scwartz

DOR SCWARTZ, ESQ.

FBN: 1049116

BERNHEIM KELLEY BATTISTA LLC

1212 E Broward Blvd., 3rd Floor

Fort Lauderdale, FL 33301

Telephone: (954) 866-1111

PCService3@BKBBlaw.com

SBaker@realjustice.com

DSchwartz@realjustice.com

Attorneys for Plaintiff

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EXHIBIT A

Pay BMG Legal

\$9,500.00

Exclusive Branding On SemiAccidents.com \$9,500.00

Davidson County TN

Both parties agree that there will be a minimum of 20 leads delivered during 2025. Any lead not meeting the criteria as listed on SemiAccidents.com will not be counted toward the 20 lead minimum. A credit of the remaining balance of leads, if the minimum is not met, will be issued and the roll over into 2026.

Subtotal \$9,500.00

Tax ⓘ Enter address to calculate

Total due \$9,500.00

Contact information

Email

email@example.com

Payment method

Card information

1234 1234 1234 1234



MM / YY

CVC



Cardholder name

Full name on card

Billing address

United States

Address

[Enter address manually](#)

Save my information for faster checkout

Pay securely at BMG Legal and everywhere [Link](#) is accepted.

(201) 555-0123

Pay

By paying, you agree to [Link's Terms](#) and [Privacy](#).

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EXHIBIT B

Terms and Conditions

This Domain Lease Agreement (the "Agreement") is made and entered into as of the date of the introductory payment being made, by and between BMG Legal, LLC ("BMG"), and the organization applying for this lease (the "Lessee") (collectively referred to as the "Parties").

1. **Domains**
 - 1.1. BMG agrees to lease the branded section on the listed county pages found on either of the below-listed domain(s) to the Lessee.
 - 1.2. A. motorcycleaccidents.com, Fulton and Gwinnett County, GA - \$23,400
2. **Lease Term**
 - 2.1. The lease term shall commence on the day of signing and run for a term of twelve (12) months.
3. **Lease Payment**
 - 3.1. Lessee shall pay a flat fee of the agreed-upon payment for the first lease term of the Domain(s).
4. **Representations and Warranties**
 - 4.1. The company represents and warrants that they have valid rights to the Domain(s) and is authorized to make this Agreement.
 - 4.2. Lessee acknowledges that the amount of traffic generated by the Domain(s) may vary depending upon conditions that are not within the control of BMG
 - 4.3. The Company makes no specific warranty as to the performance of any product or service anticipated under this Agreement other than a guarantee of a minimum of seventy-two (72) qualified leads over the twelve months.
 - 4.4. A qualified lead is defined as a lead that contains correct contact information, was in a motorcycle accident, was injured in the accident, received treatment for their injuries, was not at fault in the accident, and is not working with an attorney on their claim or has received compensation.
 - 4.5. In the event that BMG does not meet the lead minimum requirements, the lessee will remain active until which point the lead guarantee is met.
5. **Use of Domains**
 - 5.1. Lessee agrees to use the Domain only for lawful purposes.
 - 5.2. The lease of this Domain is not intended to, nor does it constitute, a referral service or lead generation platform of any kind.
 - 5.3. The Lessee shall comply with all applicable federal, state, and local laws and regulations governing the use of the domain.
6. **Indemnification**
 - 6.1. The Lessee shall indemnify and hold the Company harmless from any claims or liabilities arising from the improper use of the Domains by the Lessee.
7. **Transferability and Assignment**
 - 7.1. The lease agreement may not be assigned or transferred by the Lessee without express consent in writing by the Company. A new lease agreement will be required before the subject Domain may be leased to another party within the same state following termination of this Agreement by the Lessee.
 - 7.2. The Company reserves the right to sell or transfer domain use, ownership, or interest in this lease at the sole discretion.
8. **Termination**
 - 8.1. The Lessee shall be responsible for the total balance of all payments at all times under the Agreement.
 - 8.2. The Company may terminate this Agreement upon written notice to the Lessee of a missed monthly payment and the Lessee's failure to make payment within five (5) days after receiving notice of such breach. In the case of termination for non-payment by the Lessee, the Lessee shall remain liable to the Company for any remaining balance under the Agreement. In this instance, the Company is entitled to one hundred percent of the balance of the lease to be paid in full within thirty days of initial breach.
9. **Confidentiality**
 - 9.1. The Company agrees to maintain the strict confidential information exchanged between the Parties.

- 9.2. The Company and the Lessee agree that in the process of working together, certain information may be collected that requires both parties to transfer information.
10. **Ownership and Intellectual Property**
- 10.1. Notwithstanding anything to the contrary in this Agreement, the Domains and their content shall remain the property of the Company.
- 10.2. The Lessee acknowledges that it is only leasing the Domains for the lease term and under the terms of this Agreement, and that no title or ownership rights are transferred to the Lessee.
11. **Alternative Dispute Resolution**
- 11.1. Any dispute arising out of or relating to this Agreement shall be submitted to voluntary mediation. Either party may send a written demand for mediation to the opposite party, who shall respond within twenty (20) days with their acceptance or rejection of the demand. The parties shall mutually agree on a particular mediator.
- 11.2. In the event mediation results in an impasse, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association (<https://www.adr.org/>). Such arbitration may occur remotely, and if physical presence is required by the Arbitrator, then the proceeding shall occur in Palm Beach County, Florida.
12. **Merger Clause**
- 12.1. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
13. **Electronic Execution**
- 13.1. This Agreement may be executed electronically, and any electronic signature of a party shall be deemed an original "ink" signature for all lawful purposes.
14. **Legal Review**
- 14.1. The Lessee confirms that they have been afforded an opportunity to review this Agreement with the legal counsel of their choice to confirm that its terms are in substantial compliance with the laws of the state where the Lessee conducts business.
- 14.2. The Lessee acknowledges that they have either been advised by counsel that the Agreement complies with their state's laws or have voluntarily chosen not to have the Agreement reviewed by counsel, assuming the risk that the Agreement may not comply with all applicable laws.
15. **Non-Refundable Payments and Chargeback Waiver**
- 15.1. Lessee agrees that all payments made to BMG Legal LLC under this agreement are final. Lessee acknowledges and agrees that, under no circumstances, shall Lessee initiate, request, or pursue any chargebacks, reversals, or disputes with any bank, credit card issuer, or payment processing service in connection with payments made under this agreement. Any attempt by Lessee to charge back or reverse a payment shall constitute a material breach of this agreement.
- 15.2. If Lessee initiates a chargeback, BMG Legal LLC reserves the right to suspend all services immediately and pursue all available remedies, including but not limited to legal action for recovery of the full amount of the chargeback, any associated fees, and any additional costs incurred as a result of such breach.
16. **Use of Lessee's Intellectual Property for Promotional Purposes**
- 16.1. Lessee hereby grants BMG Legal LLC a non-exclusive, royalty-free, worldwide license to use, reproduce, display, distribute, and publicly perform Lessee's name, logo, trademarks, testimonials, and other intellectual property ("Lessee IP") for marketing, advertising, and promoting BMG Legal LLC's services. This license includes, but is not limited to, the right to feature Lessee IP on BMG Legal LLC's websites, social media platforms, press releases, case studies, and other promotional materials.
- 16.2. Lessee acknowledges that BMG Legal LLC may edit or modify the Lessee IP as reasonably necessary to fit the format of the promotional medium, provided that such modifications do not materially alter the substance of the Lessee IP.
- 16.3. Lessee warrants that they have the necessary rights to grant this license and that the use of Lessee IP by BMG Legal LLC as permitted under this clause will not infringe on any 3rd-party rights.



Credit Card # 371551558589001

Exp. Date: 10/29 CVV: 0977

Cardholder Name: Evan L Kaine

Address: 5 Ravinia Drive Atlanta, GA 30346

Phone: 404-214-2001

Email: ekaine@kainelaw.com

 05/14/2025

Client Signature and date

NOT A CERTIFIED COPY

EXHIBIT C

CarAccidents.com

1203 Town Center Dr. #109
Jupiter, FL 33458

Invoice

Submitted on 10/15/2025

Invoice for

Name: Michael Lombardi
Company name: Mike Lombardi Law Office
Street address: 1011 Smith St Suite 1
City, State, Zip: Providence, RI, 02908

Payable to

BMG Legal LLC

Project

CarAccidents.com

Invoice

101525

Due date

On Receipt

0

Description	Qty	Unit price	Total price
Caraccidents.com- Providence County RI through October 15th 2026	1	\$23,400.00	\$23,400.00
Promotion 50% Off		-\$11,700.00	-\$11,700.00

Notes:

Filters to include: Victim not at fault, Victim injured in accident, Victim relieved medical treatment or is willing to treat, Accident within SOL, Victim not represented by attorney. Minimum of 48 leads. Lessee will receive overflow leads from unleased counties in Rhode Island.

Subtotal \$11,700.00

Wiring information:

Bank: JP Morgan Chase
Bank Address: 270 Park Ave, New York, NY 10017
Wire Routing #: 021000021
ACH Routing #: 267084131

EXHIBIT D

Terms and Conditions

This Domain Lease Agreement (the "Agreement") is made and entered into as of the date of the introductory payment being made, by and between BMG Legal, LLC ("BMG"), and the organization applying for this lease (the "Lessee") (collectively referred to as the "Parties").

1. Domains

- 1.1. BMG agrees to lease the branded section on listed county pages found on either of the below listed domain to the Lessee:
- 1.2. A. lesionespersonales.com, Philadelphia County, PA at \$9,500 through December 31st, 2025.

2. Lease Term

- 2.1. The lease term shall commence on the day of signing and run a term through December 31, 2025.

3. Lease Payment

- 3.1. Lessee shall pay a flat fee of the agreed upon payment for the first lease term of the Domain.

4. Representations and Warranties

- 4.1. The company represents and warrants that they have valid rights to the Domains and are authorized to make this Agreement.
- 4.2. Lessee acknowledges that the amount of traffic generated by the Domains, if any, may vary depending upon conditions that are not within the control of BMG
- 4.3. The Company makes no specific warranty as to the performance of any product or service anticipated under this Agreement other than a guarantee of a minimum of 40 valid leads through December 31, 2025.
- 4.4. A valid lead is a lead that is not at fault, has been injured, has received medical aid, does not have an attorney nor have received settlement, accident not past statute of limitations.
- 4.5. In the event that BMG does not meet the lead minimum requirements, the lessee shall be refunded at a rate of \$237.50 per lead for every lead not delivered on or before December 31st, 2025.

5. Use of Domains

- 5.1. Lessee agrees to use the Domain only for lawful purposes.
- 5.2. The lease of this Domain is not intended to, nor does it constitute a referral service or lead generation platform of any kind.
- 5.3. The Lessee shall comply with all applicable federal, state, and local laws and regulations governing the use of the domain.

6. Indemnification

- 6.1. The Lessee shall indemnify and hold the Company harmless from any claims or liabilities arising from the improper use of the Domains by the Lessee.

7. Transferability and Assignment

- 7.1. The lease agreement may not be assigned or transferred by the Lessee, without express consent in writing by the Company. A new lease agreement will be required before the subject Domain may be leased to another party within the same state following termination of this Agreement by the Lessee.
- 7.2. The Company reserves the right to sell or transfer domain use, ownership, or interest in this lease at the sole discretion.

8. Termination

- 8.1. The Lessee shall be responsible for the total balance of all payments at all times under the Agreement.
- 8.2. The Company may terminate this Agreement upon written notice to the Lessee of a missed monthly payment and the Lessee's failure to make payment within five (5) days after receiving notice of such breach. In the case of termination for non-payment by the Lessee, the Lessee shall remain liable to the Company for any remaining balance under the Agreement. In this instance the Company is entitled to one hundred percent of the balance of the lease to be paid in full within thirty days of initial breach.

9. Confidentiality

- 9.1. The Company agrees to maintain the strict confidential information exchanged between the Parties.

- 9.2. The Company and lessee agree that in the process of working together certain information may be collected that requires both parties to transfer information.
10. Ownership and Intellectual Property
 - 10.1. Notwithstanding anything to the contrary in this Agreement, the Domains and its content shall remain the property of the Company.
 - 10.2. The Lessee acknowledges that it is only leasing the Domains for the lease term and under the terms of this Agreement and that no title or ownership rights are transferred to the Lessee.
11. Alternative Dispute Resolution
 - 11.1. Any dispute arising out of or relating to this Agreement shall be submitted to voluntary mediation. Either party may send a written demand for mediation to the opposite party who shall respond within twenty (20) days with their acceptance or rejection of the demand. The parties shall mutually agree to a particular mediator.
 - 11.2. In the event mediation results in an impasse, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association [<https://www.adr.org/>]. Such arbitration may occur remotely and, if physical presence is required by the Arbitrator, then the proceeding shall occur in Palm Beach County, Florida.
12. Merger Clause
 - 12.1. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
13. Electronic Execution
 - 13.1. This Agreement may be executed electronically, and any electronic signature of a party shall be deemed an original "ink" signature for all lawful purposes.
14. Legal Review
 - 14.1. The Lessee confirms that they have been afforded an opportunity to review this Agreement with the legal counsel of their choice to confirm that its terms are in substantial compliance with the laws of the state where the Lessee conducts business.
 - 14.2. The Lessee acknowledges that they have either been advised by counsel that the Agreement is in compliance with their state's laws or have voluntarily chosen not to have the Agreement reviewed by counsel, assuming the risk that the Agreement may not comply with all applicable laws.
15. Non-Refundable Payments and Chargeback Waiver
 - 15.1. Lessee agrees that all payments made to BMG Legal LLC under this agreement are final. Lessee acknowledges and agrees that, under no circumstances shall Lessee initiate, request, or pursue any chargebacks, reversals, or disputes with any bank, credit card issuer, or payment processing service in connection with payments made pursuant to this agreement. Any attempt by Lessee to charge back or reverse a payment shall constitute a material breach of this agreement.
 - 15.2. In the event that Lessee initiates a chargeback, BMG Legal LLC reserves the right to suspend all services immediately and pursue all available remedies, including but not limited to legal action for recovery of the full amount of the chargeback, any associated fees, and any additional costs incurred as a result of such breach.
16. Use of Lessee Intellectual Property for Promotional Purposes
 - 16.1. Lessee here by grants BMG Legal LLC a non-exclusive, royalty-free, worldwide license to use, reproduce, display, distribute, and publicly perform Lessee's name, logo, trademarks, testimonials, and other intellectual property ("Lessee IP") for the purpose of marketing, advertising, and promoting BMG Legal LLC's services. This license includes, but is not limited to, the right to feature Lessee IP on BMG Legal LLC's websites, social media platforms, press releases, case studies, and other promotional materials.
 - 16.2. Lessee acknowledges that BMG Legal LLC may edit or modify the Lessee IP as reasonably necessary to fit the format of the promotional medium, provided that such modifications do not materially alter the substance of the Lessee IP.
 - 16.3. Lessee warrants that they have the necessary rights to grant this license and that the use of Lessee IP by BMG Legal LLC as permitted under this clause will not infringe on any 3rd-party rights.

Signed by:
Marc Slipon 4/22/2025
16A126ED6D77412...
Client Signature and date

NOT A CERTIFIED COPY

EXHIBIT E

Terms and Conditions

This Domain Lease Agreement (the "Agreement") is made and entered into as of the date of the introductory payment being made, by and between BMG Legal, LLC ("BMG") and the organization applying for this lease (the "Lessee") (collectively referred to as the "Parties")

1. **Domains**
 1. Bmg Agrees to Lease the branded section on listed county pages found on the below listed Domain(s) to the Lessee:
 - A. LesionesPersonales.com - Los Angeles County, CA - \$12,000 per year
2. **Lease Term**
 1. The Lease term shall commence on the day of signing and continue through December 31, 2025
 2. Upon expiration of the Agreement the lease shall automatically renew for as successive term of twelve (12) years unless terminated in writing by the lessee.
3. **Lease Payment**
 1. The Lessee shall pay a recurring flat fee of the agreed upon yearly payment for the first lease term of the Domain.
 2. All lease payments are due on a yearly basis on the day that corresponds with the original signing of the lease agreement, and are to be paid by credit or debit card, drafted automatically on such date.
4. **Indemnification**
 1. The Company represents and warrants that they have a valid right to the Domain(s) and are authorized to make this Agreement.
 2. The Lessee Acknowledges that the amount of traffic generated by the Domains, if any, may vary depending upon conditions that are not within the control of BMG.
 3. The company makes no specific warranty as to the performance of any product or service anticipated under this Agreement other than a guarantee of a minimum of 40 leads per year.
5. **Use of Domains**
 1. The Lessee agrees to use the Domain only for lawful purposes.
 2. The lease of this Domain is not intended to, nor does it constitute, a referral service or lead generation platform of any kind.
 3. The Lessee shall comply with all federal, county, and local laws and regulations governing the use of the Domain.
6. **Indemnification**
 1. The Lessee shall indemnify and hold the Company harmless from any claims or liabilities arising from the use of the Domains by the Lessee
7. **Transferability and Assignment**
 1. The lease agreement may not be assigned or transferred by the Lessee without express consent in writing by the Company. A new lease agreement will be required before the subject Domain may be leased to another party within the same county following termination of this Agreement by the Lessee.
 2. The Company reserves the right to sell or transfer domain use, ownership, or interest in this lease at its sole discretion.
8. **Termination**
 1. The Lessee shall be responsible for the total balance of all yearly payments at all times under the Agreement.
 2. The Company may terminate this Agreement upon written notice to the Lessee of a missed yearly payment and the Lessee's failure to make payment within five (5) days after receiving notice of such breach. In the case of termination for non-payment by the Lessee, the Lessee shall remain liable to the Company for any remaining balance under the Agreement. In this instance, the Company is entitled to one hundred percent of the balance of the lease to be paid in full within thirty days of the initial breach.
9. **Confidentiality**
 1. The Parties agree to maintain the strict confidentiality of information exchanged between the Parties.
 2. The Company and Lessee agree that in the process of working together, certain information may be collected that requires both parties to transfer information.
10. **Ownership and Intellectual Property**
 1. Notwithstanding anything to the contrary in this Agreement, the Domains and its content shall remain the property of the Company.
 2. The Lessee acknowledges that it is only leasing the Domains for the lease term and under the terms of this Agreement and that no title or ownership rights are transferred to the Lessee.
11. **Alternative Dispute Resolution**
 1. Any dispute arising out of or relating to this Agreement shall be submitted to voluntary mediation. Either party may send a written demand for mediation to the opposite party, who shall respond within twenty (20) days with their acceptance or rejection of the demand. The parties shall mutually agree to a particular mediator.
 2. In the event mediation results in an impasse, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (<https://www.adr.org/>). Such arbitration may occur remotely and, if physical presence is required by the Arbitrator, then the proceeding shall occur in Palm Beach County, FL.
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 1. This Agreement may be executed electronically, and any electronic signature of a part shall be deemed an original "ink" signature for lawful purposes.
14. **Acknowledgment of Legal Review**
 1. The Lessee confirms that they have been afforded an opportunity to review this Agreement with the legal counsel of their choice to confirm that its terms are in substantial compliance with the laws of the county where the Lessee conducts business.
 2. The Lessee acknowledges that they have either been advised by counsel that the Agreement is in compliance with their county's laws or have voluntarily chosen not to have the Agreement reviewed by counsel, assuming the risk that the Agreement may not comply with all applicable laws.
15. **Non-Refundable Payments**
 1. Lessee agrees that all payments made to the Company under this Agreement are final.
 2. Lessee acknowledges and agrees that, under no circumstances, shall Lessee initiate, request, or pursue any chargebacks, reversals, or disputes with any bank, credit card issuer, or payment processing service in connection with payments made pursuant to this Agreement. Any attempt by Lessee to chargeback or reverse a payment shall constitute a material breach of this Agreement.
 3. In the event that Lessee initiates a chargeback, the Company reserves the right to suspend all services immediately and pursue all available remedies, including but not limited to legal action for recovery of the full amount of the chargeback, any associated fees, and any additional costs incurred as a result of such breach.
16. **Use of Lessee Intellectual Property for Promotional Purposes**
 1. Lessee hereby grants the Company a non-exclusive, royalty-free, worldwide license to use, reproduce, display, distribute, and publicly perform Lessee's name, logo, trademarks, testimonials, and other intellectual property ("Lessee IP") for the purpose of marketing, advertising, and promoting the Company's services for the duration of this agreement.
 2. Lessee acknowledges that the Company may edit or modify the Lessee IP as reasonably necessary to fit the format of the promotional medium, provided that such modifications do not materially alter the substance of the Lessee IP.
 3. Lessee warrants that they have the necessary rights to grant this license and that the use of Lessee IP by the Company as permitted under this clause will not infringe upon the rights of any third party.

Signature and Cardholder Information

Credit Card #: 376744560222001

Exp. Date: 05/2028 CVV: 4673

Cardholder Name: Tamar Miot

Address: 11799 Sebastian Way, Suite 103, Rancho Cucamonga, CA 91730

Phone: 888-843-5290

Email: tmiot@miraclelawfirm.com

DocuSigned by:
Tamar Miot 4/1/2025
TAB61D707837424

Client Signature and Date

NOT A CERTIFIED COPY