

engaged in the deceptive sale and purchase of merchandise over the Internet, posing as buyers, sellers, and an online escrow service to deceive consumers into parting with money or merchandise.

### JURISDICTION AND VENUE

[REDACTED]

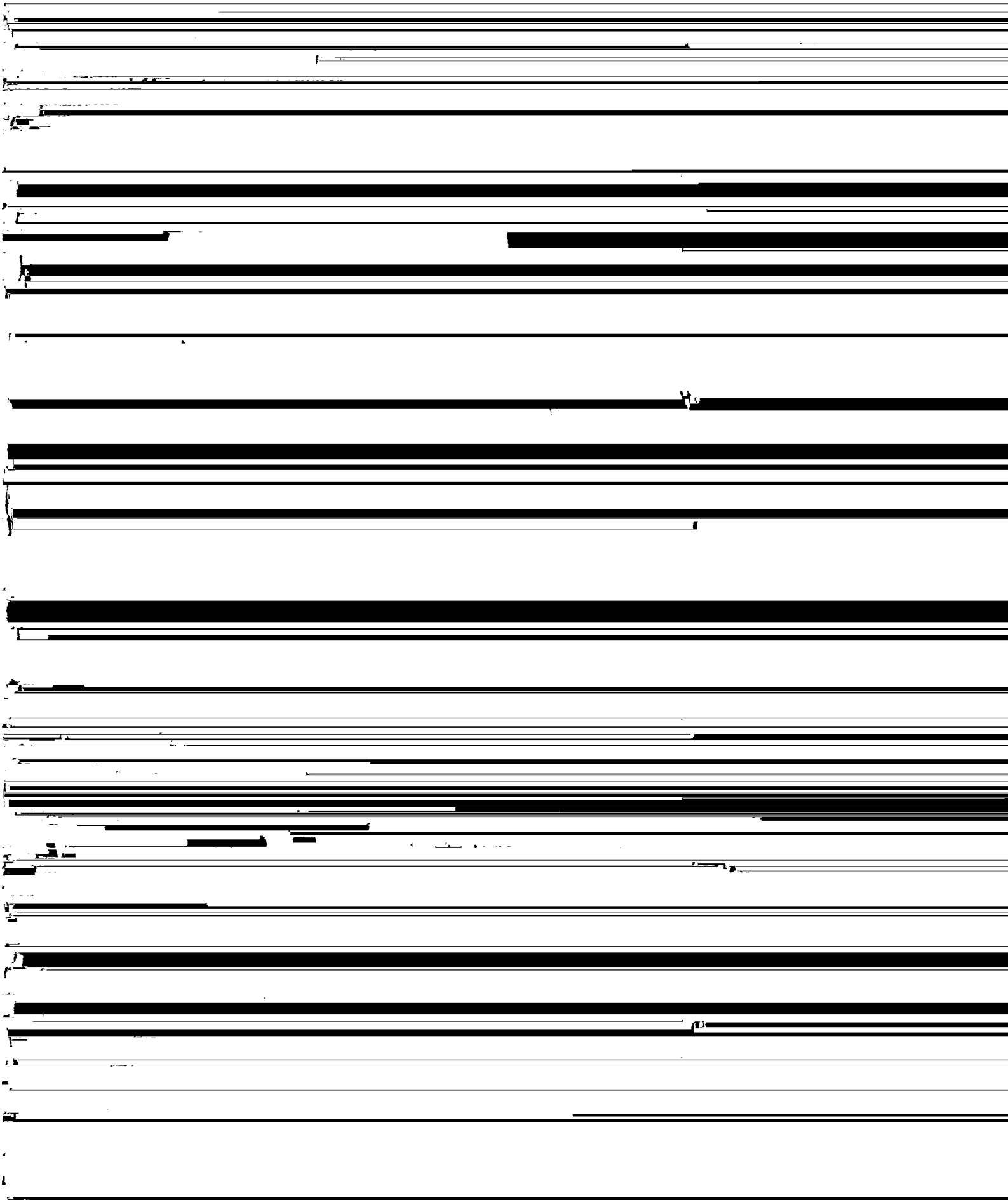


merchandise. Fourth, the buyer is allowed an inspection period to reject the merchandise. Fifth and finally, if the buyer does not reject the merchandise, Premier-escrow pays the seller and the transaction is complete. Otherwise, the merchandise is sent back to the seller and, after

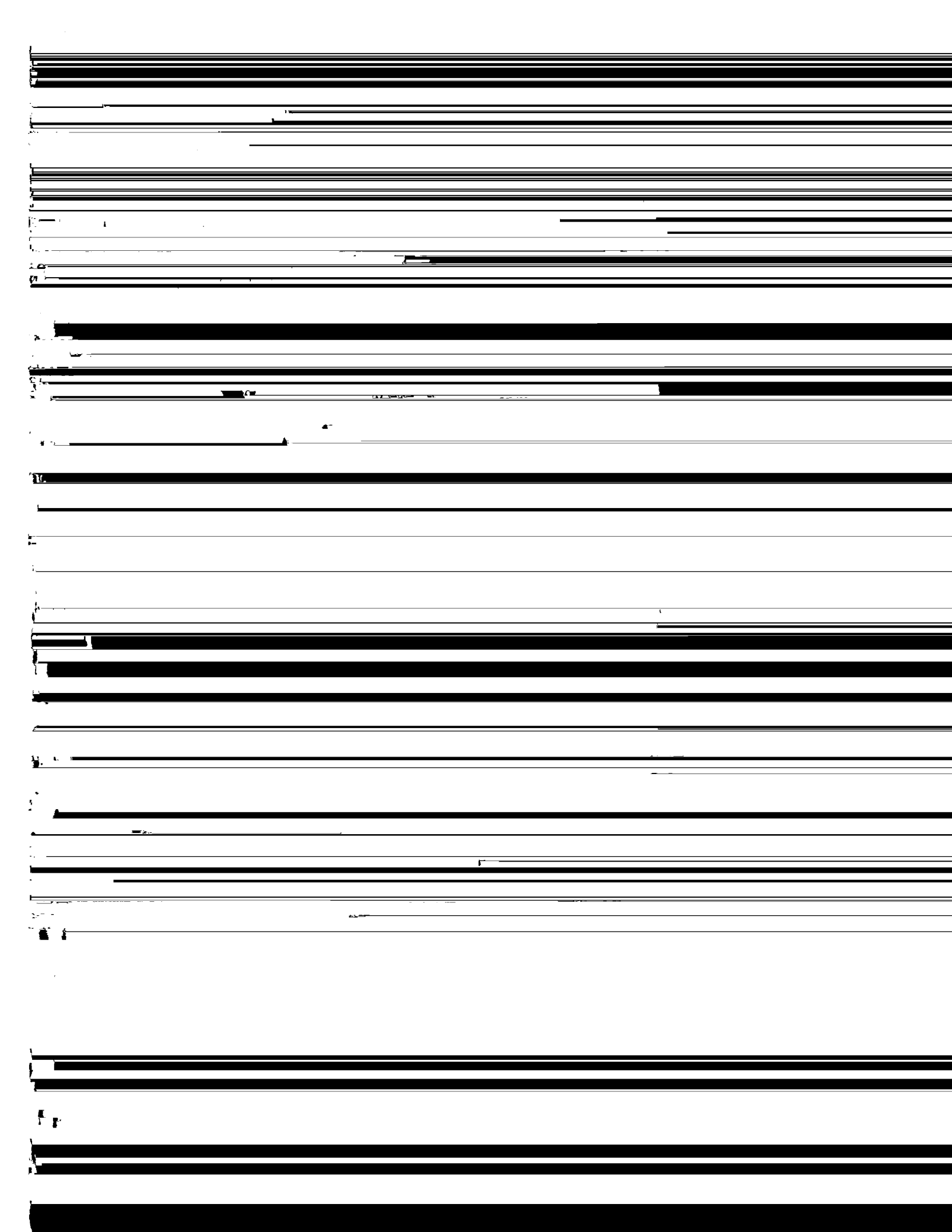
if the merchandise is returned to the buyer

12. Defendant(s) make further representations on their web site regarding the protection and security Premier-escrow provides to sellers and buyers online. For example, Defendant(s) represent that sellers will be "highly protected against payment fraud, as all

15. Consumers' extensive efforts to contact Defendant(s) to receive refunds or the return of their merchandise are unsuccessful. Consumers attempt to reach Defendant(s) through the individual e-mail addresses provided by Defendant(s), and through telephone numbers and e-mail addresses provided on Premier-escrow's website. Their email messages and telephone calls









relief by this Court, Defendant(s) are likely to continue to injure consumers, reap unjust enrichment, and harm the public.

**THIS COURT'S POWER TO GRANT RELIEF**

[REDACTED]

▲ Plaintiff the costs of bringing this action as well as such additional