

<p>DISTRICT COURT, COUNTY OF JEFFERSON, STATE OF COLORADO</p> <p><u>Court Address:</u> 100 Jefferson County Parkway Golden, Colorado 80419</p>	<p>DATE FILED: January 19, 2023 4:19 PM FILING ID: 7412698FC2C31 CASE NUMBER: 2022CV31103</p>
<p><b>PLAINTIFFS:</b> JAMES WRIGHT, an individual; DAMAGES INC., LLC; and AND JUSTICE FOR ALL, LLC,</p> <p>v.</p> <p><b>DEFENDANTS:</b> DAN GOLDSTEIN, an individual; TROY DUNN, an individual; SHAWN MIELE, an individual; ALTRU-MEDIA, LLC; PAGE 1 SOLUTIONS, LLC; and ADVICE MEDIA, LLC.</p>	
<p><i>Attorneys for Plaintiffs:</i> BAKER LAW GROUP, LLC Phillip T. Reither, #51618 Jereme L. Baker, #41515 Robert R. Harper, #48454 8301 E. Prentice Avenue, Suite 450 Greenwood Village, CO 80111 Phone: (303) 862-4564 Fax: (970) 704-5741 Email: Phillip@jbakerlawgroup.com Jereme@jbakerlawgroup.com Robert@jbakerlawgroup.com</p>	<p>Case Number: 22CV031103</p> <p>Division: 1</p>
<p><b>FIRST AMENDED COMPLAINT</b></p>	

COME NOW, Plaintiffs, James Wright (“Wright”), Damages Inc., LLC (“Damages, Inc.”), and AJFA (“AJFA”) (Plaintiffs collectively, “Justice Plaintiffs”), by and through their attorneys, Baker Law Group, LLC, and hereby respectfully submit this First Amended Complaint against Defendants Dan Goldstein (“Goldstein”), Troy Dunn (“Dunn”), Shawn Miele (“Miele”), Altru-Media, LLC (“Altru”), Page 1 Solutions, LLC (“Page 1”), and Advice Media,

LLC (“Advice Media”). In support of their claims, the Justice Plaintiffs state and allege the following:

### **INTRODUCTION**

This lawsuit arises from Defendants’ disloyalty and systematic dismantling of Wright’s business, *AJFA*, by Defendant Goldstein with the help of Defendants Dunn and Miele, behind Wright’s back.

Beginning in 2008, Wright, started building his business model for a legal industry advertising network with a charitable mission. Wright’s business plan was to procure premiere web addresses (i.e., domain names) matching the key geographic and legal practice areas to create an integrated advertising network for the global law industry. The business would generate revenue through advertising, promotion, directory listings and contact form case leads. Similar to “Lawyers.com<sup>TM</sup>”, but with increased promotion based on an integrated network of descriptive, canonical web addresses (i.e., domain names) matching the most common geographic and legal practice areas across the global law industry. Critical to the mission and mindset, the company would donate profits to charitable causes around the world. Wright’s collection of high-value domain names for the business grew to include over 1000 key web addresses for the global law industry. By design, the network model was based on keyword web addresses (i.e., domain names) that match basic English-language descriptive terminology that searchers (e.g., consumers or clients) use to locate legal services and information. Wright knew that basing the network on web addresses that matched the pure descriptive and longstanding terminology users input into search engines to find the same specified services capitalized on several consumer behavior principles. Because the network is mapped on the same language users input into search engines, it is hinged on an intuitive logic that is carried across the entire network creating strong

continuity. Wright believed that these features would provide potential for reinforcement and sustainability; and if developed properly the network could continue giving back to charitable causes for the life of The Internet.

In January of 2012, Wright contacted Page 1 Solutions, an internet marketing company in Colorado with a presence in the US legal industry to pitch his network model. Defendant Goldstein, owner of *Page 1* and *Altru*, and Wright met in-person on January 22, 2012 and agreed to develop Wright's network, and they officially organized an LLC for *AJFA* less than two months later (3/16/2012). The ownership of *AJFA* was divided in equal parts to *Damages Inc.* owned by Wright and *Altru* owned by Defendant Goldstein. Both *Page 1* (referenced above) and *Altru* were single member companies operated by Defendant Goldstein out of the same location. For seven years, Wright and Defendant Goldstein worked to build *AJFA* into the network that Wright had pictured. They bought and built the brand website on the domain name "And-Justice-For-All.com" and they bought and built the network hub on the domain name "GlobalLawFirms.org" ("GLFs"). The *AJFA* network and Global Law Firms network were often referred to synonymously, based on the fact that GlobalLawFirms.org served as the hub that the other websites in the network ran through.

On November 20<sup>th</sup>, 2019, Defendant Goldstein phoned Wright and told him that he "sold" *Altru* and *Altru's* parent company, *Page 1*, to a company called *Advice Media*. Defendant Miele owns *Advice Media*. The sale of *AJFA* was specifically prohibited without prior consent of Wright, and Goldstein's phone call was Wright's first notice of the sale.

Immediately following notice of Defendant Goldstein's sale, Wright demanded further information from Goldstein regarding the sale. Defendant Goldstein refused to provide any details about his sale, claiming the information was private. According to PRnewswire.com,

*Advice Media* purchased *Page 1* on December 17, 2019. After the sale, Wright discovered that Defendant Goldstein had transferred ownership of the assets of *AJFA*, including valuable domain names, to *Advice Media*. Wright also discovered that while Defendants Goldstein and Dunn were supposed to be building *AJFA*, they had developed additional networks of advertising websites and were directing potential clients of *AJFA* to *Page 1* and *Altru*, robbing *AJFA* of potential revenue. After the sale, Defendant Goldstein suggested to Wright that the entire GLFs network should be sold to *Advice Media* and that the entire *AJFA* venture should be abandoned, including the guiding principle and charitable pursuit that were supposed to be the foundation of the organization. When Wright refused, *Advice Media* took control of the domain names related to the GLFs network by changing settings to disconnect Wright from the network.

Wright brings this suit because Defendants Goldstein and Dunn have used *AJFA* to build their own companies even though they had duties to *AJFA* and then tried to wash their hands of *AJFA* by giving the company's assets to Defendants Miele and *Advice Media*. Wright asks the Court to restore the assets of *AJFA* and compensate him and his companies for their actual damages, punitive damages, and the expenses incurred in pursuit of this matter.

#### **PARTIES**

1. Plaintiff James Wright, Ph.D. is a resident of the State of Ohio.
2. Plaintiff *Damages, Inc.* is a Colorado limited liability company with a principal place of business in the State of Colorado.
3. Plaintiff *AJFA* is a Colorado limited liability company with a principal place of business in the State of Colorado.
4. Upon information and belief, Defendant Goldstein is a Colorado resident residing at 22288 Blue Jay Road, Morrison, Colorado 80465.

5. Upon information and belief, Defendant Dunn is an Oregon resident residing at 730 Wildwind Drive, Salem, Oregon 97302.
6. Upon information and belief, Defendant Miele is a Utah resident residing at 1949 Kidd Circle, Park City, Utah 84098.
7. Upon information and belief, Defendant *Altru-Media*, now known as “DGDG Properties, LLC”, is a Colorado limited liability company with a principal place of business at 22288 Blue Jay Road, Morrison, Colorado 80465.
8. Upon information and belief, Defendant *Page 1 Solutions*, now known as “DNG Chapter 2, LLC” is a Colorado limited liability company with a principal place of business at 22288 Blue Jay Road, Morrison, Colorado 80465.
9. Upon information and belief, Defendant *Advice Media* is a Utah limited liability company with a principal place of business at 1389 Center Drive, Suite 230 Park City, Utah 84098.

### **JURISDICTION**

10. This Court has personal jurisdiction over Defendants pursuant to C.R.S. §13-1-124(1)(a),(b).
11. Pursuant to the Colorado Constitution, Article VI § 9, this Court is vested with subject matter jurisdiction over the claims asserted in this action.

### **GENERAL ALLEGATIONS**

12. In 2008, Wright came up with the idea to use a network of legal advertising websites to create a business that would donate proceeds to causes for social justice around the world.

13. From 2008 to 2011, Wright selectively acquired the premier web addresses (e.g., domain names) strategically matching the keywords for major legal practice specializations and major geographic locations across the globe.
14. On January 22, 2012, Wright met with Defendant Goldstein, owner of *Page 1 Solutions* to discuss Wright's network model based on Wright's strategic portfolio of high-value domain names.
15. In the two weeks that followed, Wright and Defendant Goldstein agreed to form the And Justice For All LLC, wherein Defendant Goldstein would use his resources through *Page 1* to build Wright's network model.
16. Defendant Goldstein formed *Altru* as a subsidiary of *Page 1* to own his portion of *AJFA*.
17. On March 16, 2012, Wright and Defendant Goldstein formed *AJFA*. The Operating Agreement is attached and hereby referred to as **Exhibit 1**.
18. At the time of formation, the ownership of *AJFA* was divided evenly between Wright and Defendant Goldstein. *See* Section 1 of **Exhibit 1**.
19. Neither person could sell their share in *AJFA* without first getting written permission from the majority of the members who would remain in control of the company. *See* Section 8.1 of **Exhibit 1**.
20. Section 1.3 of the Operating Agreement spells out the purpose of *AJFA*: "the primary purpose of the Company is to develop manage and market multiple websites with keyword rich domains." *See* **Exhibit 1**.
21. *Altru* was supposed to perform their duty by building the high value domains already owned by Wright into a developed network of websites that advertised, promoted, and generated leads for lawyers and law firms and conducted the day-to-day management of the *AJFA* network

to profitability. The “Domain and Website Marketing Proposal” authored by Goldstein and sent to Wright on February 8, 2012, delineates how Goldstein proposed to develop, manage and market the network of domains using *Page 1* “for all aspects of the creation, design, development, marketing and sales efforts as well as the financial and business operations.” See **Exhibit 2** – Defendant Goldstein’s 2/8/2012 Proposal.

22. Once Wright and Goldstein formed *AJFA, Damages, Inc.* gave Defendants Goldstein and Dunn access to Wright’s high value domain names for the purpose of developing these web addresses into a profitable network.

23. Both parties appeared to be acting according to their agreement for a period.

24. Potential clients of *AJFA* would contact the company through structured forms on the websites.

25. Consumers searching for law services would also contact the company through structured website forms.

26. At some point, *Altru* and *Page 1* started using the *AJFA* network for the value of pure keyword domain names strategically covering the expanse of legal practice areas and geographic keyword web addresses to develop their own independently owned domain names, thereby siphoning off the value and neglecting the *AJFA* network.

27. From 2012 into 2020, *Altru* advertised and promoted itself as having the most extensive network of website properties in the legal industry based largely on the expanse of the 100+ keyword domains names owned by Wright. On Defendant Goldstein’s website *Altru-Media.com*, under the webpage tab titled “How We Do It”, Defendant Goldstein included each of the 100+ domain names owned by Wright, all hyperlinked in anchor text to capitalize on the instant recognition and value of Wright’s prestigious set of keyword domain names. See **Exhibit 3**.

28. *Page 1* and *Altru* took the clients who had contacted *AJFA* and instead of selling them listings on the GLFs network, they would sell these clients advertising on their own website properties.

29. *Page 1* and *Altru* offered their clients free listings on the *AJFA* network as increased value to *Page 1* and *Altru* without any value or compensation to *AJFA*.

30. *Page 1* and *Altru* took leads generated through the *AJFA* network and redirected the leads to *Page 1* and *Altru* clients without any value or compensation to *AJFA*.

31. By doing this, Defendants effectively crippled *AJFA* and robbed the Justice Plaintiffs of multiple sources of revenue, profit, growth, and development from the venture.

32. On November 20, 2019, Defendant Goldstein told Wright that he sold *Page 1* and *Altru*, which included all of his holdings in *AJFA*.

33. On November 26, 2019, Wright sent a formal letter objecting to the purported sale of *AJFA* assets and demanded information regarding this sale, given that no prior notice or information was ever communicated.

34. In and around December 2019, after the Justice Plaintiffs objected to the sale of *Altru*'s portion of *AJFA*, *Advice Media* took control of the domain GlobalLawFirms.org, which was the *AJFA* network hub that all other *AJFA* websites are connected, and all client and consumer leads are generated through.

35. On February 2, 2020, Defendant Dunn informed the Justice Plaintiffs (through an email forwarded by Defendant Goldstein) that the GLFs network was "being targeted by international hackers" that would take the network offline and that the attacks had significantly lowered the value of the GLFs network from that point going forward.



36. The Justice Plaintiffs have not seen any evidence that these attacks occurred and as of now the GLFs network is still online.

37. On February 7, 2020, Defendant Goldstein forwarded a statement to the Justice Plaintiffs from Defendant Miele indicating that *Advice Media* claimed that the GLFs network was “not worth anything to us. It’s just a cleanup item that makes things nice and tidy. Given that, we’re maxed out at 10k. Maybe we go to 12 to just get it done, but I am loath to actually offer that...”

38. In February 2021, *Advice Media* disconnected Wright from the GLFs network and all inbound leads by deleting all email notifications going to Wright from the entire network.

39. Wright was briefly reconnected to the network in April 2021 but was quickly disconnected again before the end of the month.

40. By May 2021, *Advice Media* had taken complete control of the entire *AJFA* network by taking control of the hub websites, and by changing the public WHOIS Database Registry for the ownership records of [www.And-Justice-For-All.com](http://www.And-Justice-For-All.com), [www.GlobalLawFirms.com](http://www.GlobalLawFirms.com), and [www.GlobalLawFirms.org](http://www.GlobalLawFirms.org) to *Advice Media*. Thereby, taking control of all *AJFA* advertising directories and all the leads from the hubs and all the 100+ websites in the network, as well as publicly representing itself as the rightful owner of *AJFA*, the GLFs network hub and all underlying websites and assets.

41. The network hubs ([www.GlobalLawFirms.org](http://www.GlobalLawFirms.org) and [www.GlobalLawFirms.com](http://www.GlobalLawFirms.com)) and the brand website ([www.And-Justice-For-All.com](http://www.And-Justice-For-All.com), hyphenated) were assets of *AJFA*, consequently Wright and *Damages Inc.* had a 50% ownership interest in those domains and Wright and *Damages Inc.* own 100% of the 100+ other domain names in the GLFs network.

42. At this time, *AJFA* and Wright remain blocked with no *access* to the GLFs network hub, the advertising directories, and leads from any of the websites in the *AJFA* network.

43. Over this entire period, *Advice Media* has controlled the *AJFA* and GLFs network hub, all the underlying advertising directories and leads generated from the network. Moreover, *Advice Media* has publicly represented itself as the owner of the entire *AJFA* network, and the GLFs network hubs, through its unlawful change of the WHOIS Database Registry information. See **Exhibit 4.**

**FIRST CLAIM FOR RELIEF**  
**BREACH OF CONTRACT**  
(Against Defendants Goldstein and Altru)

44. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.

45. Section 8 of the *AJFA* Operating Agreement sets forth the process by which a member of *AJFA* could sell their portion of the company.

46. Defendant Goldstein sold *AJFA* without notifying *Damages, Inc.* in writing as required by the Operating Agreement.

47. In fact, Defendants Goldstein and *Altru* did not even notify *Damages, Inc.* that negotiations for the sale were occurring.

48. Defendant Goldstein conducted all negotiations of the sale while denying and withholding all information about the negotiations and the terms of the sale from *Damages Inc.* and Wright.

49. On December 6, 2019, Defendant Goldstein emailed Wright to state “James – We excluded *AJFA* from the sale.”

50. Defendants Goldstein and *Altru* breached the terms of the Operating Agreement by not properly crediting *AJFA* with value and revenue generated through directory listings on GLFs network and the 100+ underlying websites in the network, or advertising and promotional

articles published through the *AJFA* network or Newsletter. Defendants Goldstein and *Altru* took this value and revenue from *AJFA* for the independent benefit of *Altru* and *Page 1*.

51. Defendants Goldstein and *Altru* breached the terms of the Operating Agreement by not properly crediting *AJFA* with value and revenue generated through *AJFA* or GLFs network leads from phone or website contact forms. These leads were generated from attorney interest in advertisement listings on the GLFs network websites, and from consumers searching for attorneys with case lead information (e.g., case intake information). Defendants Goldstein and *Altru* took this value and revenue from *AJFA* for the independent benefit of *Altru* and *Page 1*.

52. Since Defendants breached the terms of the contract, Plaintiffs have been damaged in an amount to be determined at trial.

**SECOND CLAIM FOR RELIEF**  
**BREACH OF FIDUCIARY DUTY**  
*(Against Defendants Goldstein and Altru)*

53. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.

54. Defendant Goldstein had a fiduciary duty to *AJFA* as an officer of the company.

55. Defendant *Altru* had a fiduciary duty as a parent company to *AJFA*.

56. Defendant Goldstein breached his duty of loyalty to *AJFA* by using his other entities, *Page 1* and *Altru*, to build parallel advertising websites that siphoned value and revenue *AJFA* and the GLFs network through redirecting attorney and consumer leads, advertising and directory listings to the Defendants independently owned properties.

57. Defendants owed a fiduciary duty to *Damages Inc.* as well because *Damages Inc.* trusted *Altru* to manage and run the day-to-day operations of *AJFA* giving them substantial control of and responsibility for the company.

58. Defendant Goldstein also breached his duty of loyalty to *AJFA* by directing potential clients of *AJFA* to services that independently benefitted *Page 1* or *Altru* without ever properly crediting *AJFA*.

59. Plaintiff *AJFA* was damaged by Defendants' breach of their fiduciary duty of loyalty because *AJFA* was not able to realize its full potential and Defendants took value and revenue generated through *AJFA* and the GLFs network and directed this value to independently owned *Page 1* and/or *Altru* website properties, thus reducing *AJFA*'s revenue and market value.

60. Plaintiff *Damages, Inc.* was damaged by Defendants because *Damages, Inc.* was not able to realize the profitability of *AJFA* due to Defendants' breach of their duty of loyalty.

61. The Justice Plaintiffs have been damaged in the amount of the profits that would have been realized by *AJFA* had their value, revenue and growth opportunities not been redirected to *Page 1* and/or *Altru* instead of the *AJFA* or the GLFs network.

62. The Justice Plaintiffs have been damaged by Defendants in an amount to be determined at trial including, but not limited to, the amount that *AJFA*'s market value was decreased due to Defendants' self-dealing and lost revenue from clients taken for *Page 1* and/or *Altru*.

**THIRD CLAIM FOR RELIEF**  
FRAUD BY FALSE REPRESENTATION  
(Against Defendants Goldstein, Dunn, and Altru)

63. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.

64. Defendants Goldstein, Dunn, and *Altru* explicitly told the Justice Plaintiffs on multiple occasions that they were using *AJFA* to direct potential clients to sign up with the GLFs network. Beginning in early 2012, *AJFA* conducted weekly and/or biweekly conference calls between

Wright and Defendants Goldstein and Dunn. During those calls the Defendants repeatedly lied and acted as if they were managing *AJFA* properly.

65. In fact, the Defendants were defrauding Plaintiffs. As just one specific example, potential clients were being directed to services through independently owned *Altru* or *Page 1* website properties and services.

66. Prospective clients that are drawn in by *AJFA* and the GLFs network being directed to benefit *AJFA* was material to Wright's involved in the business.

67. The fact that clients were being directed away from *AJFA* without Wright's knowledge was fraudulent conduct.

68. Had Wright known that potential clients were being directed away from *AJFA* he would not have continued the business relationship.

69. Defendants knew they were directly lying to the Justice Plaintiffs each time they told them that they were directing clients to *AJFA*.

70. By lying to the Justice Plaintiffs and saying that clients were being directed correctly, Defendants acted with the purpose of undermining *AJFA* and building up *Page 1* and *Altru* at *AJFA's* expense.

71. The Justice Plaintiffs reasonably relied on Defendants' descriptions of how *AJFA* was operating.

72. The Justice Plaintiffs were justified in relying on Defendants' statements because Defendants were the Justice Plaintiffs' business partners.

73. The Justice Plaintiffs' reliance caused the Justice Plaintiffs to be damaged by the loss of clients and revenue from *AJFA*, as well as to be damaged by the decrease in *AJFA's* market value.

## **FOURTH CLAIM FOR RELIEF**

### **FRAUD BY OMISSION**

*(Against Defendants Goldstein, Dunn, and Altru)*

74. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.

75. Defendants Goldstein, Dunn, and *Altru* were not forthright and failed to disclose that they were developing and operating websites that were fed value and leads from *AJFA* and the GLFs network.

76. Defendants were aware that their direct and deliberate actions in developing parallel websites (i.e., keyword satellite websites mimicking components of the GLFs network as originally proposed by Wright and the *AJFA* model) were at the expense of *AJFA*'s growth, revenue, and long-term value, but Defendants knowingly failed to disclose that their independently owned websites were being fed value, revenue, and leads to the direct detriment of *AJFA*.

77. Had the Justice Plaintiffs known that Defendants intended to build their parallel business to the detriment of *AJFA*, the Justice Plaintiffs would never have agreed to partner with Defendants to develop the GLFs network.

78. Until the parallel business came to light, the Justice Plaintiffs had no reason to believe that Defendants had developed an extensive number of parallel website properties behind their backs that drew value and revenue from parallel websites that duplicated components of *AJFA* and the GLFs network.

79. The Justice Plaintiffs' reliance was justified because they knew that growth of their company was within the general parameters of what had been expected at the outset of forming the business, as well as Defendant Goldstein's repeated assurances that they were

“bootstrapping”, and this slow growth process would lead to a solid and stable company in the long-term.

80. Defendants intentionally omitted material information.

81. Relying on Defendants’ inaccurate representations caused the Justice Plaintiffs to be damaged by the loss of clients and revenue from *AJFA*, as well as by the decrease in *AJFA*’s market value.

**FOURTH CLAIM FOR RELIEF**  
**CONSPIRACY**

*(Against Defendants Goldstein, Dunn, and Miele)*

82. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.

83. Defendants Goldstein, Dunn, and Miele acted in concert and conspired to take measures to diminish the value of *AJFA* and the GLFs network and induce the sale of *AJFA* and its assets for their own benefit and to conceal the tangled web of misdeeds of the Defendants.

84. Defendants used their access to the *AJFA* model and GLFs network to develop mimicking websites that fed off the *AJFA* properties to the detriment of *AJFA*, and to the benefit of the Defendants’ independent interests.

85. Defendants then directed potential clients from *AJFA* to their separate website properties and services instead of the GLFs network.

86. Defendants also conspired to lower the value of *AJFA* and the GLFs network to pressure the Justice Plaintiffs into selling all of the assets of the GLFs network to *Advice Media* for less than it would have otherwise been worth absent Defendants’ conduct.

87. The Justice Plaintiffs were financially damaged by the conspiracy in an amount to be determined at trial.

**FIFTH CLAIM FOR RELIEF**  
**MISAPPROPRIATION OF TRADE SECRETS**  
*(Against Defendants Goldstein, Miele, Altru,  
Page 1, and Advice Media)*

88. At all times relevant, *AJFA* was accumulating proprietary lists and/or logs of searchers, contact form entries, clients, and potential clients to advertise in their attorney network.
89. Defendants misappropriated the contents of those logs and lists for their own uses.
90. Defendants employed improper means to obtain the logs and lists of searchers, contact form entries, clients, and potential clients from *AJFA*.
91. Through their roles or relations with *AJFA*, the Defendants had full access to the logs and lists of *AJFA* network searchers, contact form entries, clients, and potential clients.
92. Using their access to the logs and lists of *AJFA* network searchers, contact form entries, clients, and potential clients, Defendants took those logs and lists for their own use instead of for their intended purpose with *AJFA*.
93. There was no way anyone outside of *AJFA* could have obtained those logs and lists of *AJFA* network searchers, contact form entries, clients, and potential clients.
94. *AJFA* tried to maintain the confidentiality of the logs and lists by only sharing it within the company and with its agents.
95. Defendants' conspiracy damaged Plaintiffs in an amount to be determined at trial.

**SIXTH CLAIM FOR RELIEF**  
**CIVIL THEFT**  
*(Against Defendants Goldstein, Miele, Altru,  
Page 1, and Advice Media)*

96. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.



97. The Justice Plaintiffs owned the domain names www.And-Justice-For-All.com, www.GlobalLawFirms.org, and www.GlobalLawFirms.com.

98. The Justice Plaintiffs had an ownership interest in asset web addresses (e.g., domain names).

99. Defendants knowingly and by deception, obtained control over the forgoing and financial benefits derived therefrom.

100. Defendants also continue to hold the asset web addresses (e.g., domain names) and control over the GLFs network hubs of the Justice Plaintiffs.

101. Defendants did so with the intent to deprive the Justice Plaintiffs of the profits that could be realized by *AJFA* and the GLFs network.

102. Plaintiffs request an award of treble damages, attorney's fees, and costs as allowed by statute, CRS § 18-4-405.

**SEVENTH CLAIM FOR RELIEF**  
CONVERSION  
*(Against Defendants Goldstein, Miele, Altru,  
Page 1, and Advice Media)*

103. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.

104. The Justice Plaintiffs are entitled to the domain names www.And-Justice-For-All.com, www.GlobalLawFirms.org, and www.GlobalLawFirms.com and any financial benefits derived therefrom.

105. Defendants have taken control of those three domain names.

106. Defendants have taken the profits from the clients they signed to their network of for their own use instead for the benefit of the GLFs network.

107. Defendants also continue to hold the asset web addresses (e.g., domain names) and control over these GLFs network hubs of the Justice Plaintiffs.

108. Defendants have converted property of the Justice Plaintiffs in an amount to be determined at trial.

**EIGHTH CLAIM FOR RELIEF**  
UNJUST ENRICHMENT  
*(Against Defendants Goldstein, Miele, Altru,  
Page 1, and Advice Media)*

109. The Justice Plaintiffs reassert all previously stated allegations as though fully set forth herein.

110. Defendants received the benefit of the value that the Justice Plaintiffs created in the GLFs network as well as the logs and lists of searchers, contact form entries, clients and potential clients that the GLFs network generated that the Defendants used to further their own independent interests.

111. Defendants also received the benefit of the increase in their market value based on the work of the Justice Plaintiffs without compensating the Justice Plaintiffs.

112. The Justice Plaintiffs suffered financial losses while Defendants received the benefits of the work that the Justice Plaintiffs had done.

113. It would be unjust for Defendants to retain the benefits of the Justice Plaintiffs' work without commensurate compensation for the clients, revenue, growth, and good will that the Defendants took from the GLFs network. This includes, but is not limited to, the profit Defendant Goldstein received from the sale of *Page 1* and *Altru*, which can and should be attributed value, revenue and assets of *AJFA* and the GLFs network, and should be paid to the Justice Plaintiffs.

114. The profit from any other value or efforts which should have benefitted *AJFA*, but that did not reach the company because of Defendants' improper conduct, should also be paid to the Justice Plaintiffs.

115. Defendants have been unjustly enriched to the Justice Plaintiffs' detriment in an amount to be determined at trial.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, James Wright, *Damages Inc.*, and *AJFA*, pray for an entry of Judgment against Defendants and that Plaintiffs be awarded:

- a) Rescission of the sale and/or transfer of *AJFA* assets;
- b) Actual damages;
- c) Consequential damages;
- d) Punitive and treble damages;
- e) Attorney fees and costs as allowed by law and the *AJFA* Operating Agreement;
- f) Pre- and post-judgement interest as allowed by law; and
- g) Such further and other relief as this Court deems just, proper, and equitable.

Respectfully submitted this 19th day of January, 2023.

**BAKER LAW GROUP, LLC**

/s/ Phillip Reither  
Phillip T. Reither  
Jereme L. Baker  
Robert R. Harper  
*Attorneys for Plaintiffs*

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on January 19, 2023 the above and forgoing **FIRST AMENDED COMPLAINT** was served on all counsel of recover via CCEF.

/s/ Phillip Reither