IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CHICAGO DIVISION

RAYMOND LOVE

Plaintiff,

v.

WILEY BOOK WRITERS

Serve: Wiley Book Writers
99 Wall St. #204
New York, NY 10005

And

CODEXLAB, INC.

Serve: Tax Wizard, Inc., Registered Agent
4438 Oakton St.
Skokie, IL 60076-3259

And

TECHTURE, INC.

Serve: Muhammad Khan
811 Wilshire Blvd.
Ste. 1708
Los Angeles, CA 90017

And

VOX STUDIOS, LLC

Serve: Salman Ali Khan
727 W. Serra Way #I-108
South Jordan, UT 84095

And

ONZILA LODHI

Serve: Onzila Amjad Lodhi
9219 BELLEFORTE AVE
MORTON GROVE, IL 60053

And

SALMAN ALI KHAN

Serve: Salman Ali Khan

727 W. Serra Way #I-108
South Jordan, UT 84095

And

MUHAMMAD KHAN

Serve: Muhammad Khan
811 Wilshire Blvd. Ste. 1708
Los Angeles, CA 90017

And

UNKNOWN CORPORATE DEFENDANTS d/b/a “Gnome Book Writers” or “Wiley Book Writers”

Serve: Wiley Book Writers
99 Wall St. #204
New York, NY 10005

And

UNKNOWN INDIVIDUAL DEFENDANTS d/b/a “Gnome Book Writers” or “Wiley Book Writers”

Serve: Wiley Book Writers
99 Wall St. #204
New York, NY 10005

Defendants.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

The Plaintiff, Raymond Love, for his Complaint against Defendants, Wiley Book Writers, CodexLab, Inc., Techture, Inc., Vox Studios, LLC, Onzila Lodhi, Salman Ali Khan, Muhammad Khan, and Unknown Individual and Corporate Defendants doing business as Wiley Book Writers and/or Gnome Book Writers, states as follows:

INTRODUCTION

1. This is an action for damages and injunctive relief under the Racketeer Influenced and Corrupt Organizations (RICO) Act, and applicable state laws, pertaining to the operation of a vast and ongoing multinational scam that preys on vulnerable book authors.

PARTIES, JURISDICTION, AND VENUE

2. Plaintiff Raymond Love is an author and a citizen of Ontario, Canada.
3. Defendant "Wiley Book Writers" is essentially the name of a scam based in North America, and is believed not to be an actual cognizable corporate entity, but an unincorporated association of the other Defendants listed herein, with a potentially fraudulent New York address used by those Defendants.
4. Defendant CodexLab, Inc., is a corporation organized and existing under the laws of the State of Illinois.
5. Defendant Onzila Lodhi, sometimes known as Onzila Khan Lodhi or Onzila Amjad Lodhi, is the President of CodexLabs, Inc., and is believed to be a Pakistani national residing in Illinois.
6. Defendant Techture, Inc., is a corporation organized and existing under the laws of the State of California.
7. Defendant Muhammad Khan is the registered agent for Techture, Inc., and upon information and belief is the sole officer of the corporation.

8. Defendant Vox Studios, LLC, is a limited liability company organized and existing under the laws of the State of Utah.

9. The managing member of Vox Studios, LLC, is Defendant Salman Ali-Khan, who is believed to reside in South Jordan, Utah.

10. In addition, there are one or more Unknown Defendants involved in the scheme to defraud Plaintiff.

11. Upon information and belief, some of these Unknown Defendants are foreign nationals who operate primarily outside of the United States, but who target their wrongful conduct at North American authors, and who use U.S. financial institutions to launder payments from those they defraud.

12. Upon information and belief, yet to be identified Defendants John Does 1-10 are present and/or doing business in Illinois and are engaged in illicit conduct and business transactions in Illinois, as alleged herein. The identities of the various John Doe defendants are not presently known to Plaintiffs and the Complaint will be amended to include the name or names of these individuals as such information becomes available.

13. Upon information and belief, Unknown Corporate Defendants, through their agents, servants, and employees are present and/or doing business in Illinois, and are engaged in illicit conduct and business transactions in Illinois, as alleged herein. The identities of these Defendants are not presently known to Plaintiff and the Complaint will be amended to include the names of the actual defendants as such information becomes available.

14. Upon information and belief, the Unknown Corporate Defendants are not legitimate, independent corporate entities, but instead are shell companies created to shield the activities of the individual defendants, including Defendants Lodhi, Khan, Ali Khan, and other Unknown Defendants.
15. Each Defendant is the partner, joint venturer, accomplice, agent, and alter ego of each of the other Defendants.
16. Each Defendant is equally liable in relation to the illegal activities described herein on the basis of that Defendant's material participation in the Scheme.
17. There exists a unity of interest and ownership between the Corporate Defendants and the aforementioned individual defendants, such that no separateness between these entities exists and they are alter egos of one another.
18. Adherence to the fiction of the separate existence of the Corporate Defendants would sanction a fraud or promote injustice, including by enabling certain of the individual defendants to hide behind corporate shell companies, divert assets from such companies, or raise jurisdictional defenses based on the existence of such companies. As a result, the Court should pierce the corporate veil and find the individual defendants jointly and severally liable for acts of infringement undertaken in the name of the Corporate Defendants.
19. Subject-matter jurisdiction is proper in this Court under 28 U.S.C. § 1331 because Plaintiff's claims arise primarily from the laws of the United States.

20. Plaintiff's state law claims arise from the same case or controversy within the meaning of 28 U.S.C. § 1367, and this Court therefore may exercise supplemental jurisdiction over those claims.

21. In addition, the provisions of 28 U.S.C. 1332 vest the federal courts with subject-matter jurisdiction over Plaintiff's state law claims because the Plaintiff is a citizen of a foreign state and at least some of the named Defendants are citizens of States within the meaning of the statute.

22. Venue is proper in this Court because a substantial part of the events or omissions giving rise to the claim occurred, or, alternatively, because Defendants are subject to personal jurisdiction in this Court by virtue of having conspired with a corporation, CodexLab, Inc., that resides in the Northern District of Illinois.

STATEMENT OF FACTS

23. Plaintiff is an author who wrote a children's book entitled "Rufus the Raccoon" in 2022.

24. At the time Love wrote Rufus the Raccoon, he was approximately 70 years old.

25. Love wrote the book to celebrate the birth of his first grandchild.

26. In late 2022, Love replied to an online advertisement from a would-be publisher and distributor calling itself "Wiley Book Writers."

27. Upon information and belief, "Wiley Book Writers" is a network of individuals and shell corporations, and there is no dedicated corporate entity by that name in Illinois or any other state.

28. Upon information and belief, the name "Wiley Book Writers" is meant to mislead consumers into believing that this sham operation has a formal affiliation with John Wiley & Sons, Inc., which is a well-known and reputable multinational publishing company.

29. Wiley Book Writers maintained (and still maintains) a website at wileybookwriters.com that gives the appearance of a legitimate business offering professional services to authors.

30. Plaintiff went so far as to contact John Wiley & Sons, Inc., to determine if Wiley Book Writers was affiliated with the former.

31. An agent of John Wiley & Sons, Inc., erroneously informed Plaintiff that Wiley Book Writers was an affiliated organization. As such, Plaintiff reasonably believed the scam perpetrated by Defendants for over a year.

32. Believing Wiley Book Writers to be a reputable entity, Love began discussions to enter into a publication, publicity, distribution, and other book-related agreements pertaining to Rufus the Raccoon with someone calling herself "Anna Park" and holding herself out to be an agent for Wiley Book Writers.

33. Eventually, for reasons unclear to Plaintiff, his book was published by an entity called "Gnome Book Writers."

34. Upon information and belief, "Wiley Book Writers" is the same network of individuals and shell corporations that comprise "Gnome Book Writers."

35. "Anna Park" uses the email address anna.park@wileybookwriters.com and various U.S. phone numbers, including (760)607-6398 and (607)246-4808.

36. Upon information and belief, "Anna Park" is actually Defendant Onzila Lodhi, though there may be other individuals who also manage that persona.

37. Defendants also communicated with Plaintiff using the fake name "Sam Jones."

38. "Sam Jones," who also pretended to be an agent of Wiley Book Writers, uses the email address sam@wileybookwriters.com.

39. On or about January 24, 2023, Love signed an agreement with "Zack Nelson" of Wiley Book Writers, and was invoiced a total of $3299.00 for a "premium publication package" offered by Wiley.

40. "Zack Nelson" is believed to be a pseudonym used by one or more of the known or unknown individual defendants in this case.

41. Love wired the amount of $1650.00 USD to Defendant Techture, Inc., believing this payment would go to Wiley Book Writers and be used for services pertaining to publication of Rufus the Raccoon.

42. Techture, Inc., is not a publication company, but holds itself out as a "website design" company.

43. Upon information and belief, Techture, Inc., is a front for several different scams run by the individuals identified in this lawsuit, and has been the subject of

numerous complaints by consumers who were defrauded into spending thousands of dollars for services they never received.[1]

44. Techture, Inc., is a California corporation with a registered agent named "Muhammad Khan," but this may be a pseudonym.

45. On April 18, 2023, Defendants tendered a "Book Distribution Agreement" to Plaintiff on Wiley Book Writers letterhead. The Agreement is attached hereto as **Exhibit 1**.

46. The "Book Distribution Agreement" promised to distribute 2000 books through Harper Collins Publishing, and a payment of "$24,980 of the net proceeds received by the Publisher from the sale of the Book."

47. The Agreement further guaranteed to pay the $24,980.00 if "the Publisher is unable to provide the author's agreed number of sales".

48. Defendants did not intend to, and did not, comply with the essential terms of that agreement, or any other contract that Plaintiff signed with them.

49. Upon information and belief, Defendants have never had a relationship with Harper Collins of any kind.

50. On April 19, 2023, Plaintiff paid the amount of $10,000.00 USD to Defendant CodexLab, Inc., again believing he was making a payment to Wiley Book Writers for the Distribution Agreement described above.

[1] https://www.bbb.org/us/ca/los-angeles/profile/web-design/techture-inc-1216-1000011007/complaints

51. On or about April 20, 2023, Defendants tendered two more “Distribution Agreements” to Plaintiff, again promising amounts that Defendants did not intend to pay, in exchange for flat fees from the Plaintiff.

52. On April 26, 2023, Plaintiff wired the amount of $15,500.00 USD to Defendant CodexLab, Inc., according to Defendants’ payment instructions, again believing he was making a payment to Wiley Book Writers.

53. Again, this payment was supposedly for publication, distribution, and other services pertaining to Plaintiff’s book in accordance with the above-described fraudulent “Distribution Agreements.”

54. On July 17, 2023, Plaintiff wired the amount of $540.00 USD to Defendant CodexLab, Inc., according to “Anna Park’s” payment instructions, again believing that he was making a payment to Wiley Book Writers for services pertaining to Rufus the Raccoon.

55. CodexLab, Inc., according to the Illinois Secretary of State’s business records, is an entity owned by Defendant Onzila Lodhi, who is listed as the President, Director, and only officer.

56. Upon information and belief, Lodhi is a Pakistani national who runs scams in North America using shell corporations based in the United States, including CodexLab, Inc., Techture, Inc., and Vox Studios, LLC.

57. The registered agent for CodexLab, Inc., is Tax Wizard, Inc., which is an accounting firm in Skokie, Illinois, doing business under the name Strategic Tax Consultants.

58. Upon information and belief, Tax Wizard, Inc., is owned and operated by Pakistani immigrants who are familiar with Lodhi and the other individuals involved in the Wiley Book Writers scam.

59. Plaintiff also paid Defendants a $1000.00 fee for "copyright proof," which was a bogus charge.

60. Later in July of 2023, Defendants sent a message to Plaintiff stating as follows:

> Also we have the NY Book Fair where we want to showcase your book. The cost of the slot is $1,500 with media coverage and social media advertisement for your book that we will start this week. We will be printing 200 books for you. Let me know if you are interested.

61. To increase the likelihood that Plaintiff would fall for the scam, Defendants created a graphic for the fake "book fair" which would take place from Nov. 1-5 in Saratoga Springs, NY.

62. In keeping with Defendants' modus operandi, this book fair, while fake, closely resembled a real event, i.e., the New York Library Association Conference & Trade Show in Saratoga Springs, which was held from October 31 to November 4 2023. [2]

63. On August 4, 2023, Defendants (through "Anna Park's" email) sold Plaintiff a bogus insurance policy, using the Harper Collins brand name.

64. Defendants wrote, in pertinent part:

> Greetings Ray,
>
> I hope you are well, Harper Collins has asked us if you have the insurance for the books or this has to be taken care of.

[2] See https://www.ala.org/events/new-york-library-association-conference-trade-show-0

> Below are the details of the insurance that we will be providing you with; it will protect you from lawsuits and financial losses. Kindly let me know which plan you want to go with.

65. When Plaintiff inquired who the insurer was, "Anna Park" responded: "There are multiple insurers with HC, as soon as we will file for the insurance we can let you know and we will be providing you the official insurance certificate."

66. On August 7, 2023, when Plaintiff expressed apprehension at having to pay even more money to Defendants, "Anna Park" responded as follows:

> I understand.
>
> But we are an established name in the industry.
>
> Wiley has a prestige that lives up to its name and quality, we provide you the best offers and timely services so that you will not face any losses in the future. Therefore, you won't be disappointed in our services.

67. Plaintiff thereafter agreed to purchase an insurance policy in the amount of $2,160.00 USD, and paid the Defendants that amount.

68. Also on August 7, 2023, Plaintiff wired an additional $1200.00 to Defendants so that he could participate in the "book fair" in New York.

69. On September 29, 2023, Plaintiff received a shipment of 50 hardcover copies of his book.

70. This is the first and only shipment of books Plaintiff (or anyone else) has ever received from Defendants.

71. The fair market value of these 50 books is far below the total amount paid by Plaintiff to Defendants.

72. Defendants sent hardcover copies to Plaintiff to maintain the illusion that they were a reputable publishing company, so that they could continue to defraud Plaintiff out of his retirement savings.

73. That same day, Defendants wrote the following using the "Anna Park" email:

> Greetings Ray,
>
> It is an order received by Harper Collins after the pre-marketing of your book. I am sure Ginger [the illustrator] must be really happy about it.
>
> The books which are to be dispatched to the bookstores are already in process so we can not take out 1400 books from that. Yes, it will result in immediate Royalties which you will be receiving in the month of december as we need printing and shipping will take about a month.
>
> Below is the quote:
>
> 700 paperback copies $7.99* 700= $5,593
>
> 700 hardcover copies $16.99* 700= $11,893
>
> Total Return on your investment= $17,486
>
> cost of printing paperback= $3.99*700= $2,793
>
> cost of printing hardcover= $6.99*700= $4,893
>
> Total cost of printing= $7,686

74. On October 2, 2023, Defendants sent a letter that purported to be from HarperCollins Children's Books, and was supposedly signed by Ronald Robinson, a "Sr. Commissioning Editor" for Harper Collins. The letter is attached hereto as **Exhibit 2**.

75. The letter, which requested "additional printing costs" from Plaintiff, was a fake. Upon information and belief, there is no such person as Ronald Robinson at Harper Collins, and Harper Collins does not collect "printing costs" from authors.

76. On October 5, 2023, again upon the urging of "Anna Park," Plaintiff wired $10,495.00 USD to Defendant Vox Studios, LLC, believing he was making a payment to Wiley Book Writers.

77. Vox Studios, LLC, is a Utah corporation that is supposedly owned by Defendant Salman Ali Khan. It is unknown if Khan is operating under a pseudonym.

78. Salman Ali Khan is listed as a member or registered agent for 12 different Utah corporations, all of which are believed to be fronts for scams of some kind.

79. On October 6, 2023, and October 11, 2023, Plaintiff wrote to "Sam Jones" and "Anna Park," asking for a method of tracking book sales and royalties, and noting that he was promised a total return of $76,986.00.

80. On October 11, 2023, "Anna Park" responded to Plaintiff as follows:

> Greetings Ray,
>
> I am very excited to be working on this project.
>
> 1. I will send you the insurance certificate on Friday.
> 2.The book will be launched in the month of November.
> 3.The sales report will be shared to us by Harper Collins and we can update you quarterly.
> 4. The Royalty payment will start to come in the 5th month of the launch and we have your banking details so it will be deposited through that into your account.

81. None of what "Anna Park" wrote to Plaintiff in that October 11 email was true.

82. In late October, 2023, Plaintiff again wrote to Defendants to ask when he would receive the royalty payments they promised him.

83. "Sam Jones" wrote back to Plaintiff on October 27, 2023, stating: "I will clear your confusion, sir, Please let me know the best time for a call on Monday?"

84. This was the general practice of the Defendants: they would make promises that they did not intend to keep, and then seek to assuage Plaintiff's concerns through phone calls, insisting that payment was merely delayed.

85. By the end of 2023, promises made by "Anna Park" and "Sam Jones" became more outlandish so as to induce Plaintiff to pay even more money. For example, Park stated that she was trying to get an advertisement for Rufus the Raccoon to appear in Times Square.

86. Defendants repeatedly promised that Plaintiff would be paid royalties in January 2024.

87. By March of 2024, Plaintiff was still requesting royalty payments, not yet realizing that he was the victim of a scam.

88. When Plaintiff threatened legal action, Defendants apparently wired a payment of approximately $3000.00 from CodexLab, Inc. – far less than both the amount he had paid by that point and the amount of royalties he was promised.

89. Defendants promised to pay Plaintiff $3000 every two weeks following this initial payment, but did not do so.

90. This payment was made by Defendants so that their scam could maintain the ongoing appearance of legitimacy, and to delay Plaintiff's discovery that he had in fact been scammed.

91. Defendants successfully talked Plaintiff out of legal action in March of 2024 by promising additional "bimonthly" payments and "sales reports."

92. In June of 2024, Plaintiff demanded that Defendants remove his book from all marketing materials due to breach of their fraudulent agreement.

93. As of the filing of this Complaint, Defendants continue to sell Plaintiff's book on Amazon.com using the "Gnome Book Writing" label.

94. In total, Plaintiff paid approximately $28,860.00 USD to CodexLab, Inc., $10,495 USD to Vox Studios, and $1650.00 USD to Techture, Inc., for services that Defendant promised but did not intend to, and could not have, delivered.

CAUSES OF ACTION

COUNT ONE: FEDERAL CIVIL RICO – Conduct or Participation in an Enterprise (18 U.S.C. § 1962(c))

95. Plaintiff hereby incorporates the above statement of facts by reference as if set forth fully herein.

96. Each individual or corporate Defendant is a "person" capable of holding legal or beneficial interest in property within the meaning of 18 U.S.C. § 1961(3).

97. Each Defendant violated 18 U.S.C. § 1962(c) by the acts and conduct described above, and further described below, and Plaintiff was injured as a result.

98. Defendants had the specific intent to engage in the substantive RICO violations alleged herein.

99. Defendants together form an association-in-fact enterprise in the pursuit of a common and continuing purpose, i.e., the defrauding of vulnerable people, especially elderly book authors.

100. Defendants are members of a sales and trafficking enterprise, i.e., "the Enterprise" as described above and herein, through which they defraud aspiring authors and vulnerable people. Defendants coordinate and work together in order to pursue and carry out the Enterprise's purpose.

101. In order to coordinate and carry out the conduct of the Enterprise, Defendants necessarily must, and do, establish relationships among their group as members of the Enterprise in order to carry out a common course of conduct, i.e., the defrauding of vulnerable people.

102. The Defendants have operated the enterprise with the longevity sufficient for them to form and pursue a common and consistent purpose of defrauding vulnerable people.

103. The Defendants have together operated and acted through the Enterprise for at least two years, defrauding an unknown number of authors during that time.

104. The Enterprise described herein thus constitutes an enterprise within the meaning of 18 U.S.C. § 1961(4).

105. The Enterprise has engaged in, and their activities have affected, interstate and foreign commerce.

106. The Enterprise is engaged in the conduct of Defendants' affairs through a continuing pattern of racketeering activity. Defendants, each of whom are separate persons or entities associated with, or employed by, the Enterprise, have and continue to knowingly, willfully and unlawfully conduct or participate in, directly or indirectly, the affairs of the Enterprise through this racketeering activity within the meaning of 18 U.S.C. § 1961(1), 1961(5) and 1962(c).

107. The racketeering activity was effectuated, carried out and/or made possible by Defendants' regular and repeated use of the resources of the Enterprise.

108. Those resources include the creation of, and access to, corporate entities within the United States, bank accounts, wire transfer and credit card services, websites, and material resources.

109. The resources of the Enterprise also include multiple U.S.-located servers utilized by the members of the Enterprise to access and distribute the above-enumerated items.

110. Defendants' acts of racketeering activity were, and are, related and continuous.

111. Defendants operate according to a common set of norms and rules.

112. Defendants' repeated conduct has occurred during a period of time beginning at least as early as 2022, and upon information and belief, much earlier under different names and configurations, and continuing to the present. The conduct is ongoing, and there is a continued threat of repetition of such conduct.

113. Defendants' conduct constitutes predicate acts of racketeering activity within the meaning of indictable offenses listed within 18 U.S.C. § 1961(1)(B), as more

specifically alleged below. Defendants each committed at least two such acts or assisted, aided and abetted such acts.

Predicate Act for RICO: Wire Fraud
18 U.S.C. §1343

114. Defendants committed acts constituting indictable offenses under 18 U.S.C. § 1343 by devising a scheme or artifice to defraud, and for obtaining money or property by means of false or fraudulent pretenses, representations, or promises.

115. Further, the Defendants, transmitted or caused to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, various writings, signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice.

116. As alleged herein, these false and fraudulent pretenses, representations and promises include the willful, knowingly and intentionally false representation and promise Defendants made when they signed the agreements with Love described above and made representations to him via telephone and email.

117. Defendants intended to, and did, use the representations and promises contained within its communications to fraudulently hold out to Plaintiff that they would provide services and materials that they never intended to provide, and in fact were incapable of providing.

118. Plaintiff has been, and continues to be, damaged as a direct and proximate result of Defendants' participation in such conduct.

Predicate Act for RICO: Conspiracy to Commit Mail and Wire Fraud Title 18, U.S.C., Section 1349

119. Defendants committed acts constituting indictable offenses under 18 U.S.C. § 1349 by conspiring to commit the offenses described in this complaint, including wire fraud.

120. Plaintiff has been, and continues to be, damaged as a direct and proximate result of Defendants' participation in such conduct.

Predicate Act for RICO: Conspiracy to Launder Monetary Instruments – Title 18, U.S.C., Section 1956(h)

121. Defendants committed acts constituting indictable offenses including conducting financial transactions which involved the proceeds of unlawful activity with the intent to promote the carrying on of further fraudulent, criminal, and conspiratorial activity, as set forth in the paragraphs above.

122. Defendants knew that the financial transactions were designed in whole or in part to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of unlawful activity specified in this Complaint.

123. Plaintiff has been, and continues to be, damaged as a direct and proximate result of Defendants' participation in such conduct.

COUNT TWO: FEDERAL CIVIL RICO – Conspiracy (18 U.S.C. § 1962(d))

124. Plaintiff hereby incorporates the above statement of facts by reference as if set forth fully herein.

125. In violation of 18 U.S.C § 1962(d), Defendants knowingly, willfully and unlawfully conspired and continue to conspire to facilitate and carry out the above-described Enterprise, which includes the operation of the Enterprise through a pattern of racketeering activity as alleged herein.

126. The conspiracy commenced at least as early as 2022, and is ongoing.

127. The purpose of Defendants' conspiracy was, and is, to defraud vulnerable authors by making them believe that they were obtaining a suite of services offered by major publishers and distributors.

128. Upon information and belief, each Defendant committed at least one overt act in furtherance of the conspiracy, as described in the facts above.

129. The purpose of Defendants' acts was to advance the overall object of the conspiracy, which in turn was to fraudulently obtain money from vulnerable people.

130. Plaintiff has been damaged as a direct and proximate result of Defendants' participation in such conduct.

COUNT THREE: FRAUD

131. Plaintiff hereby incorporates the above statement of facts by reference as if set forth fully herein.

132. As described in the paragraphs above, Defendants made the following false representation(s) to Plaintiff: that his book would be distributed by Harper Collins, that he would receive royalty payments for the sale of thousands of

units, that he would participate in a book fair, that "Wiley Book Writers" was a reputable company

133. These statements were made orally and in writing during communications that took place at various times from 2022-2024.

134. The statements were false when made.

135. Defendant knew the statements were false, and made them with the intention of defrauding the Plaintiff out of tens of thousands of dollars.

136. Plaintiff reasonably relied on the truth of the statements made by Defendant.

137. As a direct and proximate result of Plaintiff's reliance on Defendant's false representations, Plaintiff suffered damages in an amount to be determined by a jury at trial.

COUNT FOUR: VIOLATION OF ILLINOIS'S CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT

138. Plaintiff hereby incorporates the above statement of facts by reference as if set forth fully herein.

139. Plaintiff is a "consumer" within the meaning of 815 ILCS 505/1(e).

140. Defendants are "persons" within the meaning of 815 ILCS 505/1(c) and is engaged in "trade" and "commerce" as defined in 815 ILCS 505/1(f), in that they offer goods and/or services to the public in Illinois.

141. Defendant engaged in deceptive or unfair acts or practices by misrepresenting or concealing material facts in connection with the marketing and/or sale of "publishing services" and other services to authors.

142. Specifically, Defendant falsely represented that they provided reputable publishing and distribution services, would distribute through Harper Collins, and would sell thousands of copies of Plaintiff's book, or pay him royalties for unsold copies.

143. Defendants' conduct was deceptive in that it had the capacity to mislead and did, in fact, mislead Plaintiff.

144. Defendants intended that Plaintiff rely on the deceptive statements and omissions.

145. Plaintiff relied on Defendant's representations and, as a result, engaged Defendants' services.

146. Upon information and belief, a primary and substantial portion of the deceptive acts, including the creation and distribution of falsified documents, issuance of payment instructions, and misrepresentations via email and telephone, originated in and were directed from Illinois.

147. Defendant's conduct was willful and outrageous and constitutes a violation of the Illinois Consumer Fraud Act.

148. As a direct and proximate result of Defendant's conduct, Plaintiff suffered actual damages totaling nearly $50,000.00.

149. Plaintiff is entitled to recover compensatory damages, punitive damages, and attorney's fees and costs under 815 ILCS 505/10a.

COUNT FIVE: COMMON LAW CONSPIRACY TO COMMIT FRAUD

150. Plaintiff hereby incorporates the above statement of facts by reference as if set forth fully herein.

151. Defendants, acting in concert, entered into an agreement to defraud Plaintiff by misrepresenting its ability to provide publishing, distribution, and other services, and by falsely representing that it would pay royalties to Plaintiff.

152. The purpose of this agreement was to induce Plaintiff to pay for Defendants' services under false pretenses.

153. In furtherance of this conspiracy, one or more of the Defendants committed overt acts, including but not limited to:

    a. Making false statements to Plaintiff;

    b. Providing falsified documents; and

    c. Concealing material information known to be false or misleading.

154. Plaintiff reasonably relied on the false representations made pursuant to this agreement.

155. As a direct and proximate result of the conspiracy and the acts committed in furtherance thereof, Plaintiff suffered significant monetary damages.

COUNT SIX: LANHAM ACT – False Designation of Origin and False Advertising (15 U.S.C. § 1125(a)(1)(A)–(B))

156. Plaintiff hereby incorporates the above statement of facts by reference as if set forth fully herein.

157. Defendants, individually and collectively, have made and disseminated false or misleading representations of fact in commercial advertising and promotion, and have falsely designated the origin of their services, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A)–(B).

158. Specifically, Defendants used the business name "Wiley Book Writers" in a manner calculated to trade on the reputation and goodwill of John Wiley & Sons, Inc., a globally recognized and reputable publishing house.

159. Upon information and belief, Defendants deliberately chose this name to cause confusion as to the origin, sponsorship, or approval of their services.

160. Defendants also falsely represented — both on their websites and in communications with Plaintiff — that they offered legitimate publishing, editing, distribution, marketing, and royalty payment services. These representations included:

   a. Claims of an affiliation or distribution agreement with HarperCollins;

   b. Claims that Defendants would distribute thousands of copies of Plaintiff's book;

   c. Claims of participation in a legitimate New York book fair;

d. Use of fabricated insurance documents and forged correspondence purporting to be from HarperCollins employees.

161. These statements were made in interstate commerce via electronic mail, websites, online advertisements, and contractual documents, and were part of Defendants' routine commercial promotion of their fraudulent services.

162. The false and misleading nature of these representations was material: it was reasonably calculated to, and in fact did, influence Plaintiff's purchasing decisions.

163. Plaintiff relied on Defendants' commercial statements in entering into contracts and transmitting tens of thousands of dollars to Defendants.

164. As a result, Plaintiff suffered a direct commercial injury, including significant financial loss, reputational harm, and lost opportunities to market and publish his creative work with legitimate entities.

165. Plaintiff is not merely a consumer, but an author participating in the marketplace for publishing services; his commercial interests in author branding and distribution were directly harmed by Defendants' conduct.

166. Defendants' conduct violates both subsections of 15 U.S.C. § 1125(a):

a. Subsection (a)(1)(A), by falsely designating the origin and sponsorship of their services in a manner likely to cause consumer confusion; and

b. Subsection (a)(1)(B), by making false or misleading statements of fact about their own services in commercial advertising and promotion.

167. Plaintiff is entitled to injunctive relief, compensatory damages, disgorgement of Defendants' profits, attorneys' fees and costs, and any other relief the Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor on all claims and grant the following relief:

1. Preliminary and permanent injunctive relief prohibiting Defendants, their agents, employees, affiliates, and all persons acting in concert with them from:
    a. Using the names "Wiley Book Writers," "Gnome Book Writers," or any other designation likely to cause confusion with legitimate publishers, including John Wiley & Sons, Inc.;
    b. Representing, either expressly or by implication, that they are affiliated with or endorsed by any legitimate publishing house, including HarperCollins;
    c. Continuing to advertise or offer publishing, editing, distribution, royalty, or marketing services that they are incapable of or do not intend to provide.
2. An order requiring Defendants to remove all reference to Plaintiff and his book, Rufus the Raccoon, from any website, promotional materials, online marketplace, or social media account under their control, including but not limited to Amazon.com.

3. An order requiring Defendants to engage in corrective advertising or public retraction sufficient to dispel the confusion created by their prior false and misleading statements, including a disclaimer on any active websites stating that they are not affiliated with John Wiley & Sons, Inc. or HarperCollins.
4. Compensatory damages, in an amount to be determined at trial, including all payments made by Plaintiff to Defendants under false pretenses.
5. Disgorgement of profits wrongfully obtained by Defendants as a result of their false or misleading commercial statements, pursuant to 15 U.S.C. § 1117(a).
6. Exemplary and punitive damages, where permitted by law, to punish and deter Defendants' willful and malicious conduct.
7. Plaintiff's reasonable attorneys' fees and costs, including expert witness fees, as allowed under federal or state law, including 15 U.S.C. § 1117(a) and 815 ILCS 505/10a(c).
8. Prejudgment and postjudgment interest at the maximum rate allowed by law.
9. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38 and applicable common law, Plaintiff hereby demands a trial by jury on all claims so triable.

Respectfully submitted,

s/Daniel J. Canon

Daniel J. Canon
Jonathan C. Little
Annemarie Alonso
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Counsel for Plaintiff

WILEY BOOK WRITERS

DISTRIBUTION AGREEMENT

www.wileybookwriters.com
99 wall street #204 New York NY
+1 516 531 8291
info@wileybookwriters.com

This Book Distribution Agreement ("Agreement") is made and entered into as of April- 18th- 2023 (the "Effective Date"), by and between **Ray Love,** here mentioned as "**Author**", and Wiley Book Writers, here mentioned as "**Publisher**". WHEREAS, the Author is the owner of the rights to the book titled **Rufus the Raccoon** (the "Book"), and desires to have the Book distributed by the Publisher; and WHEREAS, the Publisher is in the business of publishing and distributing books, and desires to distribute the Book on behalf of the Author; The author agrees to pay the consolidated sum of **$10,000** to the Publisher for their services of distribution.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Grant of Rights**

The Author hereby grants to the Publisher the exclusive right to distribute **2,000** copies of the Book to **Harper Collins Publishing** for sale in the United States of America for a period of 12 months following the Effective Date of this Agreement.

2. Compensation

The Publisher shall pay the Author a sale of **$24,980** of the net proceeds received by the Publisher from the sale of the Book. The Publisher shall provide the Author with a sale statement for a period of 12 months.

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for a period of 12 months unless earlier terminated by mutual agreement of the parties or upon a material breach of this Agreement by one of the parties.

WILEY BOOK WRITERS

WILEY BOOK WRITERS

DISTRIBUTION AGREEMENT

www.wileybookwriters.com
99 wall street #204 New York NY
+1 516 531 8291
info@wileybookwriters.com

4. Representations and Warranties

The Author represents and warrants that (a) the Author has full power and authority to enter into and perform this Agreement; (b) the Book is original to the Author and does not infringe on any third-party intellectual property rights; and (c) the Book contains no libelous or defamatory material.
(d) The author will start getting the royalties from the start of October 2023 and the complete sum by the end of 12 months which is March 2024. (e) The royalties will be directly transferred into the author's bank account.

5. Guarantee:

The Publisher agrees to reimburse the complete amount of **$24,980** to the Author if the publisher is unable to provide the author's agreed number of sales which is **$24,980** within the period of 12 months.

WILEY BOOK WRITERS

Miscellaneous

(a) This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, negotiations, and agreements, whether written or oral. (b) This Agreement may not be amended or modified except in writing signed by both parties. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. (d) This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. (e) If any dispute may occur between the parties all disputes shall handle in the appropriate physical court which is the Courthouse of Orange County, Indiana, Paoli, Indiana, 205 E. Main St, Paoli Indiana, 47454.

WILEY BOOK WRITERS

DISTRIBUTION AGREEMENT

www.wileybookwriters.com
99 wall street #204 New York NY
+1 516 531 8291
info@wileybookwriters.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Author Signature: ______________________________

Author Printed Name: ______________________________

Publisher Signature: Anna Park ______________________________

Publisher Printed Name: **Anna Park**

WILEY BOOK WRITERS

HarperCollins Children's Books

2nd Oct, 2023

Dear Ray,

We are delighted to collaborate with you under the platform of Wiley book writers. We would like to congratulate you on a successful project as it has generated an amazing response from all the regions.

The pre marketing has resulted into the pre-booking of 4,000 plus books that shows the potential of your book. However, following a discussion with Wiley we have decided to cancel a portion of these orders. Nevertheless, we still have an immediate need to fulfill a smaller quantity of urgent orders, which is not our typical practice.

Therefore, we need your assistance in covering the printing costs for 2,000 copies(500 paperback and 1,500 hardcovers. that will result in immediate royalties that will be credited in your account in the month of December 2023. We are half way through the printing process and your books will be dispatched to the stores on the 6th of November 2023.

We have planned a book Signing event for you in the month of December as well, Wiley will update you about that.

Sincerely,

Ronald Robinson.
Sr. Commissioning Editor.

Ronald Robinson

HarperCollinsPublishers

195 Broadway, New York, NY, 10007

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

RAYMOND LOVE

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Saeed and Little, LLP - 133 W Market St.,#189, Indianapolis, IN 46204; 317-721-9214

DEFENDANTS

WILEY BOOK WRITERS, et al.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☒ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
18 U.S.C. § 1962(c) and (d)

Brief description of cause:
Relief under the Racketeer Influenced and Corrupt Organizations (RICO) Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: April 23, 2025

SIGNATURE OF ATTORNEY OF RECORD: s/ Daniel Canon

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.