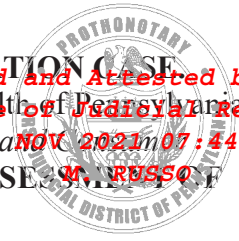


THIS IS NOT A COMPULSORY ARBITRATION CASE
This case has been brought by the Commonwealth of Pennsylvania
under the Pennsylvania *Unfair Trade Practices and Consumer
Protection Law*, 73 P.S. § 201-1, *et seq.* **AN ASSESSMENT OF
DAMAGES HEARING IS REQUIRED.**



Debra Djupman Warring
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Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY, PENNSYLVANIA
FIRST JUDICIAL DISTRICT**

COMMONWEALTH OF PENNSYLVANIA	:	
BY Attorney General JOSH SHAPIRO,	:	
	:	
Plaintiff,	:	November Term 2021
	:	
v.	:	No. _____
	:	
CREDIT EXTERMINATORS, INC.,	:	CIVIL ACTION-EQUITY
555 Diamond Street, Suite 401	:	
Philadelphia, PA 19122,	:	
	:	
EARN FINANCE COMPANY, LLC,	:	
555 Diamond Street, Suite 401	:	
Philadelphia, PA 19122,	:	
	:	
ALAKAZAM APPS, LLC,	:	
555 Diamond Street, Suite 401	:	
Philadelphia, PA 19122,	:	
	:	
CASEY DANA OLIVERA A/K/A DANA CHANEL,	:	
individually, and as a managing member of	:	
Earn Finance Company, LLC and Alakazam Apps,	:	
LLC, and corporate officer of Credit	:	
Exterminators, Inc.,	:	
607 Greentree Road,	:	
Sewell, NJ 08080,	:	

OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral and Information Service
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Philadelphia, Pennsylvania 19107
(215) 238-6300
www.philadelphiabar.org
PA Bar Association: www.pabar.org

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defenses o sus objections a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

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PA Bar Association: www.pabar.org

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BY Attorney General JOSH SHAPIRO,	:	
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Plaintiff,	:	November Term 2021
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v.	:	No. _____
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Philadelphia, PA 19122,	:	
	:	
CASEY DANA OLIVERA A/K/A DANA CHANEL,	:	
individually, and as a managing member of	:	
Earn Finance Company, LLC, LLC and Alakazam Apps,	:	
LLC, and corporate officer of Credit	:	
Exterminators, Inc.,	:	

607 Greentree Road,
Sewell, NJ 08080,

NAKIA D. RATTRAY,
individually, and as managing member of
Alakazam Apps, LLC,
607 Greentree Road,
Sewell, NJ, 08080,

CASSANDRA APRIL OLIVERA,
individually and as a managing member of
Earn Finance Company, LLC and as corporate officer
of Credit Exterminators, Inc.,
26 Franklin Drive,
Middletown, DE 19709,

Defendants.

COMPLAINT

AND NOW comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, (“Commonwealth” or “Plaintiff”) and brings this action pursuant to provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”) to obtain injunctive relief, civil penalties, restitution and other equitable relief against Defendants. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that Defendants are using, have used and/or are about to use methods, acts or practices complained of herein which are in violation of the Consumer Protection Law. The Commonwealth believes that its citizens, and citizens throughout the

United States, are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law. In support thereof, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code. 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a)(1), (c)(1) and Pa. R. Civ. P. 2156(a).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (“Commonwealth”), which has offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania, 19103.

4. Defendant **Casey Dana Olivera a/k/a Dana Chanel** (“Dana Chanel”) is an adult individual residing at 607 Greentree Road, Sewell, NJ 08080.

5. Defendant **Nakia D. Rattray** (“Nakia Rattray”) is an adult individual residing at 607 Greentree Road, Sewell, NJ 08080. Upon information and belief, Nakia Rattray is Dana Chanel’s father.

6. Defendant **Cassandra April Olivera** (“April Olivera”) is an adult individual residing at 26 Franklin Drive, Middletown, DE 19709. Upon information and belief, April Olivera is Dana Chanel’s sister.

7. Defendant **Credit Exterminators, Inc.** (“Credit Exterminators”) is a for-profit corporation registered with the Pennsylvania Department of State, Bureau of Corporations, with offices located at 555 Diamond Street, Suite 400, Philadelphia, PA 19122.

8. Defendants Dana Chanel and April Olivera serve as the officers and directors of Credit Exterminators. As officers with authority to act for Credit Exterminators, Dana Chanel and April Olivera were and are responsible for all conduct done in the name of Credit Exterminators.

9. Upon information and belief, at all times relevant hereto, Dana Chanel and April Olivera collectively owned the all of the equity of Credit Exterminators and, as a result, Dana Chanel and April Olivera personally received the majority of the profits, dividends, and other cash distributions made by Credit Exterminators.

10. Defendant **Earn Finance Company, LLC** (“Earn Company”) is a Pennsylvania for-profit limited liability company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with offices located at 555 Diamond Street, Suite 400, Philadelphia, PA 19122.

11. Upon information and belief, Earn Company was formed as an entity when Credit Exterminators decided to change its business name. Earn Company continued the principal business activities of Credit Exterminators.

12. At all times relevant hereto, Dana Chanel and April Olivera were the managing members of Earn Company.

13. Upon information and belief, at all times relevant hereto, Earn Company had few employees. As a result, the managing members were intimately involved in and directed Earn Company's day to day activities. Dana Chanel and April Olivera directed, supervised, controlled, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the unlawful acts and practices of Earn Company hereinafter described.

14. Defendant **Alakazam Apps, LLC** ("Alakazam") is a Pennsylvania for-profit limited liability company registered on August 13, 2020 with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section, with offices located at 555 Diamond Street, Suite 400, Philadelphia, PA 19122.

15. At all times relevant hereto, Dana Chanel and Nakia Rattray were the managing members of Alakazam.

16. Upon information and belief, at all times relevant hereto, Alakazam had few employees. As a result, the managing members were intimately involved in and directed Alakazam's day to day activities. Dana Chanel and Nakia Rattray directed, supervised, controlled, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the unlawful acts and practices of Alakazam Apps hereinafter described.

17. Upon information and belief, at times prior to the incorporation of Alakazam Apps, LLC in August 2020, Defendants Dana Chanel and Nakia Rattray engaged in certain business activity and transacted with certain consumers under the unregistered name "Alakazam Apps."

18. Unless otherwise specified, whenever reference is made in this complaint to any act of either Credit Exterminators or Earn Company, such allegations shall be deemed to mean

the act of Credit Exterminators, Earn Company, Dana Chanel, and April Olivera individually, jointly, or severally.

19. Unless otherwise specified, whenever reference is made in this complaint to any act of Alakazam, such allegations shall be deemed to mean the act of Alakazam Apps, Dana Chanel, and Rattray individually, jointly, or severally.

BACKGROUND

20. This Complaint involves the unlawful acts and practices of certain companies affiliated with social media personality Dana Chanel and the resulting harm suffered by consumers who purchased goods and services from these companies.

21. Dana Chanel, the alias used by Defendant Casey Olivera, has a wide online following including over 790,000 Instagram users, her own personal website, and a strong presence on other social media platforms. Dana broadcasts to her social medial audience multiple inspirational messages per day emphasizing Christian values and breaking the cycle of intergenerational poverty through entrepreneurship.

22. Dana Chanel also promotes a wide range of products and services to her social media followers. These include the services of Defendant Credit Exterminators, later rebranded as Earn Company, and Alakazam. Both Credit Exterminators/Earn Company and Alakazam are co-owned and operated by Dana Chanel and members of her family.

23. Dana Chanel promoted the services of Credit Exterminators/Earn Company to help consumers improve their personal finances by repairing bad credit.

24. Dana Chanel marketed services the services of Alakazam as a way that small business entrepreneurs could obtain a custom smartphone app to help grow their businesses.

25. The Commonwealth has received a number of consumer complaints against the Credit Exterminators/Earn Company and Alakazam. The complaining consumers alleged that they did not receive the goods and services they purchased from these companies and/or that the companies misled consumers about the characteristics of the goods and services they purchased.

26. The Commonwealth asserts that Defendants have engaged in unfair and deceptive acts and practices in violation of the Consumer Protection Law, as more fully set forth herein.

FACTUAL SUMMARY

27. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by offering goods and services for sale from their shared principal business location at 555 Diamond Street, Philadelphia, Pennsylvania.

A. CREDIT EXTERMINATORS/EARN FINANCE COMPANY

28. Credit Exterminators purports to offer information, guidance, instruction, and sample documents to consumers who which to improve their individual credit reports and credit scores. Upon information and belief, Credit Exterminators rebranded itself as Earn Finance Company during the year 2020.

29. Upon information and belief, Defendants Dana Chanel and April Olivera are the co-owners and only corporate officers of Defendant Credit Exterminators.

30. Upon information and belief, Defendants Dana Chanel and April Olivera are the co-owners and only managing directors of Defendant Earn Company.

1. Credit Exterminators/Earn Company Marketing

31. Dana Chanel advertised the services of Credit Exterminators and Earn Company to consumers on her widely followed Instagram feed and through other online platforms. Credit Exterminators and/or Earn Company have also advertised their services to consumers through

their own social media posts. On their social media, Credit Exterminators/Earn Company share information regarding purported customers who have successfully used the companies' services to improve their credit scores.

32. One common way for consumers to attempt to raise their credit scores is to obtain copies of credit reports from the three major credit reporting agencies (Experian, Equifax, and TransUnion), review the reports to identify inaccuracies, then write to notify the credit reporting agencies that the consumers disputes the inaccurate information. Credit Exterminators/Earn Company offer consumers two options for completing this dispute procedure.

33. On its website, Earn Company advertises two different service plans available to consumers. A copy of the plan information from www.theearncompany.com is attached hereto as **Exhibit 1**. The company offers the following plans:

- a. Earn Company offers a "VIP Plan" for a \$300.00 monthly fee, \$20.00 monthly shipping & handling fee, and \$80.00 one-time set up fee. The company advertises that under this plan "we do it for you." Earn Company advertises that consumers choosing this plan receive:
 - i. Three month phone call updates and phone call support;
 - ii. A designated account finance specialist;
 - iii. "We send out the disputes for you."
- b. Earn Company also offers a "DIY Plan" for a \$100.00 monthly fee, \$20.00 monthly shipping & handling fee, and \$80.00 one-time set up fee. Earn Company advertises that consumers choosing this plan receive:
 - i. Customer support via back portal;
 - ii. Dispute documentation sent to the customer's home;

iii. Step by step DIY instructions.

See Exh. 1. Upon information and belief, the “back portal” refers to a password protected website where customers can access information and communicate with Credit Exterminators/Earn Company representatives.

34. Upon information and belief, Credit Exterminators offered the same or substantially similar services and pricing as those offered by Earn Company.

2. Credit Exterminators/Earn Finance Contract with Consumers

35. Credit Exterminators/Earn Company instructs consumers who purchase their services to execute a form contract online via DocuSign. A sample of Credit Exterminators’ standard consumer contract is attached hereto as **Exhibit 2** (“Credit Exterminator Contract”). Upon information and belief, Earn Company uses a standard form consumer contract with substantially similar material terms as the Credit Exterminator Contract.

36. The Credit Exterminator Contract contains the following key provisions:
- a. The consumer agrees to pay a set-up fee for back portal access. (See Exh. 2, p. 1).
 - b. The consumer agrees to pay a monthly fee for access. (See Exh. 2, p. 1).
 - c. The parties agree that Pennsylvania law shall govern the contract. (See Exh. 1, p. 2).
 - d. The consumer agrees to release Credit Exterminators “from all and all matters of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, for or by reason of any matter, cause of thing whatsoever as based on the circumstances of this contract.” (See Exh. 2, p. 3.).

- e. The consumer acknowledges a Notice of Right to Cancel, which states “You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you.” (See Exh. 2, p. 4).

37. Upon information and belief, all disclosures Credit Exterminators and/or Earn Company made to consumers prior to the consumers’ contract execution are contained within the text of the Credit Exterminator Contract (Exh. 2).

38. The Credit Exterminator Contract contains no detailed description of the services Credit Exterminators/Earn Company promises to provide to consumers. (See Exh. 2).

3. Credit Exterminators/Earn Company Failed to Provide Promised Services to Consumers.

39. On multiple occasions, Credit Exterminators/Earn Company charged consumers the posted rates for the VIP package, but instructed the consumers to sign a form contract that did not obligate the company to provide phone call support, designate an account representative, send out disputes to credit reporting agencies, or other services advertised as part of the VIP package.

40. Credit Exterminators/Earn Company has represented to consumers that it had submitted disputes on their behalf to credit reporting agencies only for consumers to later discover that the credit reporting agencies had no record of the submission of these disputes.

41. Credit Exterminators/Earn Company has also represented to consumers that it resolved the consumers’ delinquent account with creditors only for the consumers to later discover that the accounts remained due and owing.

42. The Commonwealth has received consumer complaints against Credit Exterminators and/or Earn Company. The following is a sample of the consumers’ allegations:

- a. Consumer A contracted with Earn Company for credit repair services. She paid a deposit of \$400.00 followed by monthly payments of \$320.00 each. These payments are consistent with the prices Earn Company charges for its VIP Plan, which includes Earn Company's services in initiating credit disputes on a customer's behalf. However, Consumer A signed Earn Company's form contract stating that her payments were for "back portal access only." The contract made no mention of any other services Earn Company promised to provide. Earn Company claims that it sent letters to three credit reporting agencies disputing items on Consumer A's credit reports. However, after a reasonable period of time, Consumer A contacted the three credit reporting agencies. She learned that none of the agencies had records of receiving a dispute submitted on her behalf. Consumer A paid a total of \$1,680.00 to Earn Company.
- b. Consumer B signed up for services with Credit Exterminators by paying a \$1,700.00 initial fee and an additional \$150.00 per month thereafter. Consumer B understood that as part of the service she paid for, Credit Exterminators would assist her in getting her credit fixed and would resolve delinquent credit accounts on her behalf. Months after retaining Credit Exterminators, Consumer B received a garnishment of wages letter from one of the creditors that the consumer understood Credit Exterminators had resolved. She complained to the company, but got no refund or other relief. In total, Consumer B paid the company over \$2,000.00.
- c. Consumer C signed a contract with Credit Exterminators for an "aggressive" plan to repair her credit and paid a required deposit of \$1,807.00. The consumer believed that her payment included services for credit consulting, coaching, and monitoring of her credit. Consumer C contacted the company to set up these services, but received no response from the company. Credit Exterminators denied the consumer's demand for a refund of the amounts paid. She never received the services for which she paid \$1,807.00.

43. Consumers who have contacted the Commonwealth have identified Defendant April Olivera as their primary contact person at Credit Exterminators/Earn Company.

B. ALAKAZAM APPS

44. Alakazam purports to build and host mobile apps for small businesses. Customers of these businesses can download these mobile apps from the Apple iOS store or Google Play store for use on their smartphones or tablets.

1. Alakazam Marketing

45. Dana Chanel used social media, including Instagram and Twitter, to advertise the services offered by Alakazam to consumers.

46. In 2019, Dana Chanel acknowledged publicly on Twitter that she owned Alakazam. She stated that the company is “willing to help and build your vision we’ve already developed over 3500 apps in Google Play and Apple. We’ve been doing this for 4 years.” See August 30, 2019 tweet from @TheDanaChanel, attached hereto as **Exhibit 3**.

47. Dana Chanel and Alakazam offered online and in-person seminars where consumers could learn about mobile apps with “multi million dollar app developer Dana Chanel.” See February 3, 2020 Instagram Post, attached hereto as **Exhibit 4**.

48. Dana Chanel and Nakia Rattray also used another company they operate, Sprinkle of Jesus, Inc. (“Sprinkle of Jesus”), to market Alakazam’s mobile app development services to consumers and facilitate transactions with consumers.

49. Dana Chanel and Nakia Rattray are the corporate officers and co-owners of Sprinkle of Jesus.

50. Multiple consumers who purchased Alakazam’s services prior to August 2020 discovered charges from Sprinkle of Jesus Corp. on their credit card billing statements in the amounts of their periodic payments to Alakazam. Upon information and belief, Sprinkle of Jesus was collecting credit card payments from consumers for services provided under the trade name of Alakazam Apps.

51. Alakazam also marketed its services to consumers in conjunction with Sprinkle of Jesus. Alakazam offered presentations on mobile app development to attendees at select meetings and entrepreneur workshops run by Sprinkle of Jesus in various North American cities.

Sprinkle of Jesus event attendees were often offered an exclusive discount coupon to purchase goods and services from Alakazam.

52. At the in-person and online Alakazam presentations, Dana Chanel and/or Nakia Rattray presented information to attendees about Alakazam's ability to create mobile apps and the features that Alakazam could include in those apps. The presenters emphasized the benefits to small business of using mobile apps to reach their customers.

53. During Alakazam presentations, Dana Chanel and/or Nakia Rattray told consumers that Alakazam's products and services were similar to those offered by custom mobile app developers, whose services costs tens of thousands of dollars. They emphasized the excellent value of the products and services Alakazam offered versus their supposed competitors.

54. Dana Chanel repeated the comparison of Alakazam to custom app developers in a media interview, claiming that Alakazam Apps "help[s] small businesses go digital at an affordable rate. To create your own mobile app, it's 20-50 to \$100,000 dollars. We can do that for a fraction of the cost." See Janice Gassam Asare, "How Dana Chanel is Creating a Space for More Female Entrepreneurs," Forbes.com (Oct. 14, 2019).

2. Alakazam's Consumer Contract

55. Upon deciding to purchase a mobile app from Alakazam, consumers generally made their initial credit card payment to Alakazam via phone prior to receiving a written contract.

56. After receiving payment, Alakazam instructed consumers who purchased their services to execute their form contracts online via DocuSign. A sample of Alakazam's consumer contract is attached hereto as **Exhibit 5** ("Alakazam Contract").

57. Consumers understood that their initial payments to Alakazam were to cover app development costs and/or two months of hosting fees, depending upon the terms of the deal they purchased.

58. Concurrent with execution of the Alakazam Contract, Alakazam instructed consumers to execute via DocuSign an authorization for credit card charges. A copy of the credit card authorization is attached as **Exhibit 6** (the “Alakazam Credit Card Form”).

59. Prior to August 2020, both the Alakazam Contract and Alakazam Credit Card Form contain a purported company logo for “Alakazam Apps” and a business contact e-mail ending in “@alakazamapps.com.”

60. Under the terms stated on the Alakazam Credit Card Form, Alakazam represented to consumers that “You[r] deposit amount is for the creation of your mobile app. Your recurring payment is for your mobile application hosting fee.” (See Exh. 6.)

61. Despite the representations in the Alakazam Credit Card Form, multiple consumers received invoices crediting the deposits they paid to Alakazam toward the cost of a “business marketing manual” rather than the creation of a mobile app or payment of hosting fees. (See Exh. 5.)

62. Consumers who were invoiced for a business marketing manual were not seeking to purchase this manual and were not aware at the time of purchase that Alakazam would allocate their deposit payment toward this product.

3. Alakazam Failed to Provide Promised Services to Consumers.

63. Under the terms of the Alakazam Contract, the company would begin charging consumers a set monthly hosting fee “once the developers have completed the development of

the mobile application and the mobile application is ready for submission to the Google Play and Apple iOS Stores.” (See Exh. 5, p. 2).

64. Alakazam instructed customers to obtain their own individual developer accounts from Apple and Google in order to publish the completed app.

65. Upon information and belief, Alakazam Apps charged multiple consumers monthly hosting fees prior to the time at which their mobile apps were complete and ready for submission to Apple iOS and Google Play, in violation of the terms of the Alakazam Contract.

66. Upon information and belief, some consumers who paid monthly hosting fees to Alakazam never received a completed mobile app from the company or received a mobile app that lacked a minimum level of functionality necessary to give the product any value to the consumer.

67. Upon information and belief, some consumers who paid monthly hosting fees to Alakazam received a mobile app that did not meet the specifications that Alakazam promised.

68. Upon information and belief, some consumers who paid monthly hosting fees to Alakazam received an app that was not accepted into the Apple iOS Store and/or the Google Play Store due to technical problems that Alakazam failed to resolve.

69. Upon information and belief, some consumers who terminated their service with Alakazam were denied access to the mobile app content they themselves had customized and developed.

70. Upon information and belief, Alakazam is no longer operational; however, the entity remains an actively registered Pennsylvania LLC.

71. The Commonwealth has received multiple consumer complaints against Alakazam. The following is a sample of consumer allegations against Alakazam:

- a. Consumer D is a small business owner who learned about Alakazam and its services at an entrepreneur workshop hosted by Sprinkle of Jesus. At the workshop, she heard a presentation by Nakia Rattray about the benefits of creating a mobile app for a small business. During the presentation, Rattray told the audience that Alakazam could build them an app and show them how to monetize products on the app. Consumer D received a \$500.00 coupon toward Alakazam services for attending the Sprinkle of Jesus workshop, which persuaded her to purchase the service. When she signed up, she understood that she would make an initial deposit of \$310.00 toward future hosting fees, then would be charged \$150.00 per month for hosting once the app was complete. She later received an invoice stating she paid \$310.00 for a business development manual, but she had no idea what that was. She did receive a short manual in the mail, but she believes it had no useful information in it. Upon signing up for service, Alakazam told Consumer D that her app would be ready in six weeks, but the app was not completed according to this schedule. When she finally received the app, it did not meet the specifications she had communicated to Alakazam and lacked the functionality she needed for her business, including the ability for customers to make purchases on the app. Consumer D believed the app Alakazam created was not consistent with the values of her business. She further maintains that the content Alakazam put into the app poor quality, for it was cut and paste directly from a blog that is not affiliated with her business.
- b. Consumer E is a small business owner who learned about Alakazam's services through posts on Dana Chanel's Instagram page. She signed a contract with Alakazam in April 2020 calling for an initial deposit of \$530.00 for two months of hosting, followed by monthly hosting fees of \$250.00 per month. She also received an invoice in the amount of \$530.00 for a business marketing manual that she does not recall receiving. Alakazam began charging Consumer E monthly hosting fees in May 2020, but she maintains that she did not receive a completed app from Alakazam at that time. When she did not receive her app by mid-May 2020 despite having paid all amounts due, she demanded a refund and indicated a chargeback request with her credit card company. In response to the chargeback request, Consumer E claims that Alakazam submitted evidence of work it purportedly performed on her app that was nothing more than print outs from her own independently designed website, resulting in the bank denying the chargeback request. After Consumer E submitted a chargeback request, Alakazam canceled her account and refused to issue her a refund. Consumer E states that she never received an app after paying at total of \$1,030.00 to Alakazam.

- c. Consumer F is a small business owner who learned about Alakazam through Dana Chanel's Instagram page. She signed up to attend an online seminar hosted by Alakazam to get more information on their services. The seminar was hosted by Defendant Nakia Rattray and another representative of the company. During the presentation, the Alakazam representatives explained the various features they could create on a mobile app and discussed how the pricing of the services worked. Nakia Rattray told the audience during the presentation that creating a mobile app typically cost in excess of \$10,000.00 and instructed participants to Google comparative prices. Consumer F believed Rattray's statements about the typically high cost of app creation and the good value Alakazam was offering. After hearing the online presentation, Consumer F signed up for Alakazam's services believing that she was purchasing an app that would be created "from scratch." Based on the information presented, she believed that Alakazam would do the vast majority of the development work for her, and she would be responsible for only minor customizations such as changes to colors or graphics. Based upon the information provided in the online seminars, Consumer F believed that Alakazam would put the specific features she wanted into her app. Consumer F understood that she was to pay Alakazam \$950.00 up front for app development and agreed to a monthly hosting fee of \$250.00. She received a contract stating that the \$950.00 payment was for a business marketing manual, but was told over the phone by an Alakazam representative that the charge was for the purchase of her app. Consumer F understood at the time of signing the contract that she would not be charged the \$250.00 monthly hosting fee until the app was complete, yet Alakazam started charging this fee to her credit card a month before the app was ready. Consumer F reports that she believed she would be able to customize her app before it was sent to the Apple App Store and Google Play Store, but she was not able to do so. When she was able to access the app, she found that it was not customized as she expected. Instead, Alakazam had put together only a basic template for the app, and she was forced to devote substantial time and effort to making into a functional app for her business. After paying hosting fees for several months, Consumer F decided that she no longer wished to use Alakazam and cancelled her contract. Alakazam then cut off her access to the app, leaving her without any way to recover the content she had personally put into it.
- d. Consumer G runs a non-profit organization and learned about Alakazam from Dana Chanel's Instagram page. She watched an online presentation given by Nakia Rattray to get additional information about Alakazam's services. She understood that Alakazam would charge \$2000.00 for its services and require the consumer to pay \$500.00 up front, with the rest in installments.

During the presentation, Mr. Rattray emphasized that the \$2000.00 fee Alakazam charges is a bargain that customers would not find from other companies. After the online presentation, Consumer G had further follow up phone conversations with Alakazam and signed up for their services. At the time she contracted with Alakazam, Consumer G believed that for the \$2,000.00 fees, she would be working directly with a developer to make sure all steps necessary to bring her custom app to life were completed. She further believed that once the \$2,000.00 fee was paid, the app would belong to her. Consumer G made installment payments toward the \$2,000.00 fee, but never received an app from Alakazam. She contacted the company over ten times via phone and four times via e-mail, yet she never received a response or a refund of any money she paid.

72. The Commonwealth believes and therefore avers that there are additional consumers who have not filed complaints with the Commonwealth and have also been harmed due to the methods, acts and practices of Defendants, which include, but are not limited to, those alleged here.

73. The Commonwealth believes the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts, and practices of Defendants as hereinafter set forth, as well as seeking restitution for consumers, civil penalties and other equitable relief for violations of the law.

COUNT I- VIOLATIONS OF THE CONSUMER PROTECTION LAW

COMMONWEALTH V. DEFENDANTS CREDIT EXTERMINATORS, INC., EARN FINANCE COMPANY, LLC, CASEY DANA OLIVERA A/K/A DANA CHANEL, AND CASSANDRA APRIL OLIVERA

DEFENDANTS MISLED CONSUMERS AS TO THE NATURE AND QUALITY OF THE GOODS AND SERVICES THEY SOLD AND FAILED TO PROVIDE GOODS AND SERVICES FOR WHICH CONSUMERS HAD PAID

74. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

75. Defendants Credit Exterminators, Earn Finance, Dana Chanel, and April Olivera (the “Credit Exterminator Defendants”) are persons who engage in trade or commerce as defined by 73 P.S. § 201-2(2), (3).

76. As detailed in the preceding paragraphs of this Complaint, the Credit Exterminator Defendants misled consumers regarding the scope of services consumers paid for and whether the Credit Exterminators actually performed the services they promised.

77. The terms of the Credit Exterminator Contract are misleading and likely to lead to consumer misunderstanding or confusion because they are inconsistent with the plan information advertised on the Earn Company website. The Credit Exterminator Defendants charged multiple consumers higher startup and monthly fees for the “VIP Plan” advertised on their website, which included the additional services of phone support and issuance of disputes directly to credit reporting agencies. While Credit Exterminators charged consumers who chose the VIP Plan extra fees, it did not include these additional “VIP” services in the Credit Exterminator Contract these consumers signed. Rather, the contract states that consumers are paying monthly fees for back portal access, which is included with both the VIP plan and the lower cost DIY plan offered by the company.

78. Credit Exterminators/Earn Company did not perform certain credit repair services that they agreed to perform in exchange for the consumers’ payment of fees. Credit Exterminators/Earn Company knew or reasonably should have known that consumers expected them to perform these services and misled consumers regarding whether the services were actually performed.

79. Credit Exterminators/Earn Company misrepresented to consumers that the company had initiated credit report disputes with Experian, Equifax, and TransUnion on their

behalf. When these consumers later contacted the three credit reporting agencies directly, they learned that the agencies had no record of any disputes being filed on their credit reports, directly refuting the information they were told by Credit Exterminators/Earn Company.

80. Credit Exterminators/Earn Company misrepresented to consumers that the company had resolved delinquent accounts with creditors on their behalf. Consumers later learned that the delinquent accounts at issue remained due and owing to the creditors, refuting the information they were told by Credit Exterminators/Earn Company.

81. Credit Exterminators/Earn Company unreasonably failed to respond to repeated consumer requests for credit counseling and guidance that consumers reasonably believed were included in the fees they paid to the company. By failing to respond to these requests, Credit Exterminators/Earn Company unfairly deprived consumers of all or part of the services for which they paid fees to the company.

82. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(ii), causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (b) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connect that he does not have; and

(c) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (v) and (xxi).

83. The Commonwealth alleges that all of the practices described above were performed willfully by the Credit Exterminator Defendants.

84. The Commonwealth believes the public interest is served by seeking before this Honorable Court a preliminary and permanent injunction to restrain the operations, methods, acts, and practices of the Credit Exterminator Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the Credit Exterminator Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Directing the Credit Exterminator Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- C. Preliminarily and permanently enjoining the Credit Exterminator Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;

- D. Permanently enjoining the Credit Exterminator Defendants, in any capacity, from doing business in and/or from the Commonwealth of Pennsylvania as a provider of credit repair, credit counseling, or credit education services;
- E. Directing the Credit Exterminator Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- F. Directing the Credit Exterminator Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- G. Requiring the Credit Exterminator Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- H. Granting such further relief as this Court may deem appropriate.

COUNT II- VIOLATIONS OF THE CONSUMER PROTECTION LAW

COMMONWEALTH V. DEFENDANTS CREDIT EXTERMINATORS, INC., EARN FINANCE COMPANY, LLC, CASEY DANA OLIVERA A/K/A DANA CHANEL, AND CASSANDRA APRIL OLIVERA

DEFENDANTS SOLD CREDIT REPAIR SERVICES TO CONSUMERS IN VIOLATION OF PENNSYLVANIA'S CREDIT SERVICES ACT

85. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

86. The Credit Exterminator Defendants are persons who engage in trade or commerce within as defined by 73 P.S. § 201-2(2), (3).

87. The Credit Exterminator Defendants are credit services organizations under Pennsylvania's *Credit Services Act*, 73 P.S. § 2181, *et. seq.* (hereinafter, the "Credit Services Act") because they are persons who, with respect to the extension of credit by others, sell or provide services seeking to improve a consumer's credit record, history or rating and/or provide advice or assistance to consumers seeking to improve their credit record, history or rating. *See* 73 P.S. § 2182 (1)(i), (iii).

88. As credit services organizations, the Credit Exterminator Defendants must comply with the terms of the Credit Services Act.

89. The Credit Services Act prohibits credit services organizations from charging or receiving any money or other valuable consideration prior to full and complete performance of the services the credit services organization has agreed to perform for or on behalf of a consumer unless the credit services organization has posted a surety bond pursuant to 73 P.S. § 2187 or established a trust account at a bank or other FDIC-insured deposit institution in the Commonwealth of Pennsylvania. *See* 73 P.S. § 2183(a).

90. The Credit Exterminator Defendants promised to provide services to customers on the "VIP Plan" including sending out credit disputes on the customers' behalf and provide phone call support. The Credit Exterminator Defendants charged money to clients on the "VIP Plan" prior to providing these promised services to the consumers.

91. Upon information and belief, the Credit Exterminator Defendants do not possess, and have not possessed at any time relevant to this Complaint, a surety bond and/or trust account that meets the requirements of 73 P.S. § 2183(a).

92. The Credit Exterminator Defendants have therefore violated of the Credit Services Act because they are collecting money from consumers for services promised but not yet provided without the surety bond and/or trust account mandated by statute.

93. The Credit Services Act requires credit services organizations to provide consumers with an information statement prior to the execution of the contract between the consumer and the credit services organization that makes the disclosures specified in 73 P.S. § 2185. *See* 73 P.S. § 2184.

94. Upon information and belief, the Credit Exterminator Defendants did not provide consumers with the Information Sheet required by the Credit Services Act prior to the consumers' execution of the Credit Exterminator Contract.

95. The Credit Exterminator Defendants violated the Credit Services Act by failing to provide the Information Sheet required by 73 P.S. § 2185.

96. The Credit Services Act requires credit services organizations to include, *inter alia*, the following information in their contracts with consumers:

- a. A conspicuous statement giving the consumer notice that he/she may cancel the contract at a time prior to 12 midnight on the 5th day after the date of transaction. *See* 73 P.S. § 2186 (a)(1);
- b. The terms and conditions of payment, including total payments to be made by the consumer. *See* 73 P.S. § 2186(a)(2);
- c. A full and detailed description of the services to be performed by the credit services organization for the consumer including the estimated length of time for the services. *See* 73 P.S. § 2186(a)(3);
- d. The credit services organization's principal business address and the name and address of its agent authorized to receive service of process. *See* 73 P.S. § 2186(a)(4);
- e. An attached notice of cancellation in the form prescribed by statute. *See* 73 P.S. § 2186(c).

97. The Credit Exterminator Defendants are in violation of the Credit Services Act because the Credit Exterminator Contract contains none of the mandatory contractual provisions specified in 73 P.S. § 2186, as summarized in paragraph 96 above.

98. The Credit Services Act prohibits credit services organizations from attempting “to have a buyer or borrower waive rights given by the [Credit Services Act] . . .” *See* 73 P.S. § 2189(a).

99. The Credit Exterminator Defendants violated the Credit Services Act by including in the Credit Exterminator Contract an express waiver of any and all claims the consumer may have against the Credit Exterminator Defendants.

100. Any violation of the Credit Services Act is deemed a violation of the Consumer Protection Law. *See* 73 P.S. § 2190(a).

101. The aforementioned methods, acts and practices also constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

(d) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.
73 P.S. §§ 201-3, and 201-2(4)(xxi).

102. The Commonwealth alleges that all of the practices described above were performed willfully by the Credit Exterminator Defendants.

103. The Commonwealth believes the public interest is served by seeking before this Honorable Court a preliminary and permanent injunction to restrain the operations, methods,

acts, and practices of the Credit Exterminator Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the Credit Exterminator Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Directing the Credit Exterminator Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- C. Preliminarily and permanently enjoining the Credit Exterminator Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly, from violating the Consumer Protection Law, the Credit Services Act, and any amendments thereto;
- D. Permanently enjoining the Credit Exterminator Defendants, in any capacity, from doing business in and/or from the Commonwealth of Pennsylvania as a provider of credit repair, credit counseling, or credit education services;
- E. Directing the Credit Exterminator Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

- F. Directing the Credit Exterminator Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- G. Requiring the Credit Exterminator Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- H. Granting such further relief as this Court may deem appropriate.

COUNT III - VIOLATIONS OF THE CONSUMER PROTECTION LAW

COMMONWEALTH V. DEFENDANTS ALAKAZAM APPS, LLC, CASEY DANA OLIVERA A/K/A DANA CHANEL, AND NAKIA D. RATTRAY

DEFENDANTS MISLED CONSUMERS CONCERNING THE NATURE AND VALUE OF THE GOODS AND SERVICES THEY PROVIDED

104. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

105. Defendants Alakazam, Dana Chanel, and Nakia Rattray (the "Alakazam Defendants") are persons who engage in trade or commerce as defined by 73 P.S. § 201-2(2), (3).

106. As detailed in the preceding paragraphs of this Complaint, the Alakazam Defendants entered into contracts with consumers to construct functional mobile apps and to host those mobile apps.

107. During their in-person and online presentations marketing Alakazam's services, the Alakazam Defendants misled consumers by equating their services with companies that create fully customized original mobile apps, which often cost tens of thousands of dollars to produce. Alakazam sought to induce consumers to purchase their services by leading consumers to believe that their services were of comparable quality but at a much lower price point. By

seeming to equate their generic app templates with a fully customized app development process, the Alakazam Defendants tended to mislead or confuse consumers about the services they sold.

108. In their in-person and online seminars promoting Alakazam's services, the Alakazam Defendants misled multiple consumers into believing that they were purchasing development of a fully functional, customized mobile app with the features each consumer specified. After Alakazam induced consumers to purchase their services, the consumers learned that Alakazam only set up a basic app template instead of a fully customized product. The consumers were then forced to do their own customization of the mobile apps, despite reasonably believing they had hired Alakazam to do this work.

109. The Alakazam Defendants misled multiple consumers into reasonably believing that they were paying several hundred dollars for development of a functional mobile app but invoicing the consumers instead for a written "business marketing manual" that had little to no value to consumers.

110. The Alakazam Defendants misled consumers and created consumer confusion by stating on the Alakazam Credit Card Form that deposit funds consumers paid were used for development of the mobile app, while concurrently invoicing consumers for a "business marketing manual" equal to the dollar amount of the deposit the consumer made.

111. The Alakazam Defendants' conduct as aforesaid is unconscionable, opportunistic and exploitative and thereby "unfair" as prohibited by the Consumer Protection Law.

112. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (e) Section 201-2(4)(ii), causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (f) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connect that he does not have; and
- (g) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (v) and (xxi).

113. The Commonwealth alleges that all of the practices described above were performed willfully by the Alakazam Defendants.

114. The Commonwealth believes the public interest is served by seeking before this Honorable Court a preliminary and permanent injunction to restrain the operations, methods, acts, and practices of the Alakazam Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the Alakazam Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Directing the Alakazam Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;

- C. Preliminarily and permanently enjoining the Alakazam Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- D. Directing the Alakazam Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Directing the Alakazam Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- F. Requiring the Alakazam Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- G. Granting such further relief as this Court may deem appropriate.

COUNT IV- VIOLATIONS OF THE CONSUMER PROTECTION LAW

COMMONWEALTH V. DEFENDANTS ALAKAZAM APPS, LLC, CASEY DANA OLIVERA A/K/A DANA CHANEL, AND NAKIA D. RATTRAY

DEFENDANTS FAILED TO DELIVER GOODS OR SERVICES PROMISED TO CONSUMERS FOR WHICH CONSUMERS CONTRACTED AND PAID

115. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

116. The Alakazam Defendants are persons who engage in trade or commerce as defined by 73 P.S. § 201-2(2), (3).

117. As detailed in the preceding paragraphs of this Complaint, the Alakazam Defendants entered into contracts with consumers to construct functional mobile apps for the consumers' small business and non-profit organizations.

118. Multiple consumers who paid the Alakazam Defendants never received the products and/or services for which they paid.

119. Multiple consumers who paid the Alakazam Defendants for mobile app development services and hosting never received a reasonably functional mobile app as promised. Instead, the product the Alakazam Defendants provided to these consumers did not work and lacked any value to the consumers.

120. Multiple consumers who paid the Alakazam Defendants for mobile app development services and hosting never had their mobile apps reach a quality necessary for acceptance into the Apple iOS Store and/or Google Play Store.

121. Multiple consumers who paid the Alakazam Defendants for mobile app development services and hosting never received a mobile app that met the qualities and specifications that the Alakazam Defendants promised to create for them.

122. Multiple consumers who paid the Alakazam Defendants for mobile app development services and hosting encountered an unreasonable lack of responsiveness when contacting Alakazam Apps for support promised under the contract.

123. Multiple consumers who paid the Alakazam Defendants for mobile app development services and hosting were unable to obtain any of the content they paid for after termination of the servicing.

124. Under the terms of the Alakazam Contract, the company would begin charging consumers a set monthly hosting fee "once the developers have completed the development of

the mobile application and the mobile application is ready for submission to the Google Play and Apple iOS Stores.” (See Exh. 5, p. 2). In direct disregard of the terms of the Alakazam Contract, the company unfairly charged multiple consumers monthly hosting fees one or more months prior to the time at which their mobile apps were complete and ready for submission to Apple iOS and Google Play.

125. The Alakazam Defendants’ conduct as aforesaid is unconscionable, opportunistic and exploitative and thereby “unfair” as prohibited by the Consumer Protection Law.

126. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (h) Section 201-2(4)(ii), causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (i) Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connect that he does not have; and
- (j) Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (v) and (xxi).

127. The Commonwealth alleges that all of the practices described above were performed willfully by the Alakazam Defendants.

128. The Commonwealth believes the public interest is served by seeking before this Honorable Court a preliminary and permanent injunction to restrain the operations, methods, acts, and practices of the Alakazam Defendants as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of the Alakazam Defendants as described herein above be in violation of the Consumer Protection Law;
- B. Directing the Alakazam Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- C. Preliminarily and permanently enjoining the Alakazam Defendants, and their agents, employees and all other persons acting on their behalves, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- D. Directing the Alakazam Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

- E. Directing the Alakazam Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- F. Requiring the Alakazam Defendants to pay the Commonwealth's investigative and litigation costs in this matter; and
- G. Granting such further relief as this Court may deem appropriate.

COUNT V- VIOLATIONS OF THE CONSUMER PROTECTION LAW

***COMMONWEALTH V. DEFENDANTS CASEY DANA OLIVERA
A/K/A DANA CHANEL AND NAKIA D. RATTRAY***

**DEFENDANTS FAILED TO REGISTER THEIR FICTITIOUS NAME
WITH THE PENNSYLVANIA DEPARTMENT OF STATE**

129. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

130. Defendants Dana Chanel and Nakia Rattray are persons who engage in trade or commerce as defined by 73 P.S. § 201-2(2), (3).

131. As detailed in the preceding paragraphs of this Complaint, Dana Chanel and Nakia Rattray operated a mobile app development business under the name of "Alakazam Apps" since at least 2018.

132. Dana Chanel and Nakia Rattray held Alakazam Apps out as a business entity to consumers by using documents containing the Alakazam Apps logo and heading, operating an Alakazam Apps website, and using contact e-mail addresses ending with "@alakazamapps.com".

133. Despite portraying Alakazam Apps to be a business entity since at least 2018, Dana Chanel and Nakia Rattray did not incorporate Alakazam Apps, LLC until August 2020.

134. Prior to the organization of Alakazam Apps, LLC, Dana Chanel and Nakia Rattray did not register the name “Alakazam Apps” as a fictitious name with the Pennsylvania Department of State, Bureau of Corporations.

135. Dana Chanel and Nakia Rattray confused consumers by using another business they co-own, Sprinkle of Jesus to process credit card payments for “Alakazam Apps” services.

136. Dana Chanel and Nakia Rattray misled consumers as to the status of Alakazam Apps as a business entity.

137. Under Pennsylvania’s Fictitious Names Act, 54 Pa. C.S. §§ 301-332 (“Fictitious Names Act”), a person or business must register a fictitious name, defined as “[a]ny assumed or fictitious name, style or designation other than the proper name of the entity using such name” with the Pennsylvania Department of State before it conducts any business in the Commonwealth under or through that fictitious name.

138. Dana Chanel and Nakia Rattray failed to register the name “Alakazam Apps” with the Pennsylvania Department of State.

139. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

(k) Section 201-2(4)(ii), causing likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;

(l) Section 201-2(4)(iii) causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another; and

(m)Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (v) and (xxi).

140. The Commonwealth alleges that all of the practices described above were performed willfully by the Dana Chanel and Nakia Rattray.

141. The Commonwealth believes the public interest is served by seeking before this Honorable Court a preliminary and permanent injunction to restrain the operations, methods, acts, and practices of Dana Chanel and Nakia Rattray as described herein, as well as seeking restitution for consumers and civil penalties for violations of the law.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. Declaring the conduct of Dana Chanel and Nakia Rattray as described herein above be in violation of the Consumer Protection Law;
- B. Directing Dana Chanel and Nakia Rattray to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- C. Preliminarily and permanently enjoining Dana Chanel and Nakia Rattray, and their agents, employees and all other persons acting on their behalves, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;

- D. Directing Dana Chanel and Nakia Rattray to pay the Commonwealth a civil penalty in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Directing Dana Chanel and Nakia Rattray to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- F. Requiring Dana Chanel and Nakia Rattray to pay the Commonwealth's investigative and litigation costs in this matter; and
- G. Granting such further relief as this Court may deem appropriate.

Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

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(215) 560-2930
dwarring@attorneygeneral.gov
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
BY Attorney General JOSH SHAPIRO,

Plaintiff,

v.

CREDIT EXTERMINATORS, INC.; EARN
FINANCE COMPANY, LLC; ALAKAZAM
APPS, LLC;
CASEY DANA OLIVERA A/K/A DANA CHANEL,
Individually, and as a managing member of
Earn Finance Company, LLC, LLC and Alakazam Apps,
LLC, and corporate officer of Credit
Exterminators, Inc.;
NAKIA D. RATTRAY, individually, and as
managing member of Alakazam Apps, LLC;
CASSANDRA APRIL OLIVERA, individually
and as a managing member of Earn Finance
Company, LLC and corporate officer
of Credit Exterminators, Inc.,

Defendants.

By: J. Oleckna

Exhibit 1

The Earn Company

making more of what you earn

[Home](#)[Sign Up](#)[Contact](#)[Terms of Service](#)[Log In](#)

GET STARTED TO A BETTER SCORE TODAY!

CALL NOW TO GET STARTED

(347)657-9142

DIY PLAN

START TODAY FOR ONLY \$200

+ \$80.00 one time set up fee
\$100 MONTHLY FEE
 + 20.00 MONTHLY SHIPPING
 AND HANDLING FEE

NEED SOME HELP, but on a budget? We can still make it happen! With this exclusive Do It Yourself plan we give you step by step instructions and send you all the necessary documentation to do it yourself! Here is what you get:

- AUDIT EVERY 3 MONTHS
- BACK PORTAL
- CUSTOMER SUPPORT VIA BACK PORTAL
- DISPUTE DOCUMENTATION SENT TO YOUR HOME
- MONTHLY EXECUTION PACKET TO SEND OUT DISPUTES
- STEP BY STEP DIY INSTRUCTIONS



VIP PLAN

START TODAY FOR ONLY \$400

+ \$80.00 one time set up fee
\$300 MONTHLY FEE
 + 20.00 MONTHLY SHIPPING
 AND HANDLING FEE

NEED HELP and don't want to lift a finger? We got your back, we handle it all!

- AUDIT EVERY 3 MONTHS
- BACK PORTAL CUSTOMER SUPPORT VIA BACK PORTAL
- DISPUTE DOCUMENTATION SENT TO YOUR HOME
- MONTHLY EXECUTION PACKET TO SEND OUT DISPUTES
- STEP BY STEP DIY INSTRUCTIONS

3 MONTH PHONE CALL
 UPDATES

WE SEND OUT THE DISPUTES
 FOR YOU
 PHONE CALL SUPPORT
 DESIGNATED ACCOUNT
 FINANCE SPECIALIST
 ATTORNEY AUDIT REVIEW

WE DO IT FOR YOU

CALL NOW TO GET STARTED 347-657-9142

CALL NOW TO GET STARTED 347-657-9142

Case ID: 211100384

Exhibit 2

555 DIAMOND ST # 301
PHILADELPHIA, PA 19122

Prepared for:



DocuSigned by:
[Redacted]
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4/24/2020

04/24/2020

The following pages contain:

1. Credit Repair Service Agreement
 2. Authorization for Credit Repair Action
 3. Consumer Credit File Rights (CROA Disclosure)
 4. Right Of Cancellation Notice
 5. State Specific Disclosures (add if applicable)
1. To evaluate Customer's current credit reports as listed with applicable credit reporting agencies and to identify inaccurate, erroneous, false, or obsolete information. To advise Customer as to the necessary steps to be taken on the part of Customer in conjunction with Our Company , to dispute any inaccurate, erroneous, false or obsolete information contained in the customer's credit reports.
 2. To prepare all necessary correspondence to explain of inaccurate, erroneous, false, or obsolete information in customer's credit reports.
 3. To review credit profile status from the credit reporting agencies such as: Experian, Equifax and Transunion. All Consulting is completed via the clients back portal this communication is during normal business hours. You are paying for your back portal access ONLY.

[Redacted]
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Service Agreement for [Redacted]

DocuSigned by:
[Redacted]

In exchange, I, [Redacted], agree to pay the following fees as outlined in the following fee schedule:

DocuSigned by:
[Redacted]

Client will be signed up with the plan for the set up fee of \$400.00 for the back portal access.

DocuSigned by:
[Redacted]

Then client agrees to be charged a monthly payment of \$320.00 a month for access.

HOW TO CANCEL: Client MUST cancel via the back portal 30 days before payment is scheduled to come out to prevent another payment to be charged to card on file.

[Redacted]
7BAD903198AF4DC...

The payments are for keeping your client access portal active only. Client agreed to authorize all charges that are from credit exterminators on a month to month basis to process the card that is on file. If a payment is late you will

ALL PAYMENTS must be paid in full.

Authorization for Financial Plan Action

Customer acknowledges that payment of Fees is authorization for us to begin providing information/ education. These products include but are not limited to, providing educational back portal with credit tips about how to help with financial education and how to build credit. We also provide back portal access on education on credit. We will start providing product a week after their customer has signed up and customer payment of Fees. All Fees are earned when received and are non-refundable. Fees may be paid via Debit, Credit Card or by ACH Check only and Customer authorizes us to set up an automated recurring billing process. If Customer desires to terminate the service, such notice must be delivered to us in writing via email before the next recurring billing is processed. Customer agrees that they are not entitled to receive a refund of any Fee and Customer further agrees that they will not dispute the charges and/or request a chargeback of any Fee from their credit card processor or banking institution. If a chargeback is initiated the customer's account will be turned over to a debt collection agency and owed an amount of \$600.00 for inconvenience fee. If any payments are late or not on time your account is subjected to 50.00 late fee. The company has the ability to take a partial payment if full payment is not processed that day. The company can cancel account without warning and client will not be subject to a refund of any kind. If client does not pay the full payment as listed in the agreed payment plan above the amount due will be sent to collections.

Term and Termination. Customers agree to sign up for a minimum term length of six months to see the full benefits of the service. Billing will be collected monthly, quarterly, semiannually or annually (collectively referred to as "Term" or "Terms"). All amounts are earned when received and are non-refundable.

CLIENT UNDERSTANDS THAT CREDIT EXTERMINATORS DOES NOT GUARANTEE ANY CHANGES ON THERE CREDIT REPORT. CLIENT UNDERSTANDS THAT ALL FEES ARE NON REFUNDABLE AND IF A CHARGEBACK IS DONE WITH THERE BANK THEY WILL BE SENT TO COLLECTIONS FOR THE REMAINING BALANCE PLUS \$600.00 FOR AN INCONVENIENCE FEE.

The Agreement will continue for the entirety of the Term and automatically renew for successive periods equal to the Term. Either party may terminate this Agreement at any time and for any reason without notice to the other party. If a Customer terminates this agreement before the end of the current Term, the customer will be required to pay the remaining amounts due through the end of the Term and are not entitled to a refund of any amount.

Payment.

Customers will pay the monthly fees and other fees set forth in this proposal or in the online fee schedule provided at the time of sign up ("Fees"). All Fees are due once the services have been agreed upon. Credit Exterminators has the ability to change the payment form at any time if such form of payment is not able to be taken in our system.

Refunds.

Customer acknowledges that payment of Fees is authorization for us to begin providing education in your back portal. These products include your back portal. We will start providing services immediately upon Customer payment of Fees. All Fees are earned when received and are non-refundable. Fees may be paid via Debit, Credit Card or by ACH Check only and Customer authorizes us to set up an automated recurring billing process. If Customer desires to terminate the service, such notice must be delivered to us in writing via email before the next recurring billing is processed. Customer agrees that they are not entitled to receive a refund of any Fee and Customer further agrees that they will not dispute the charges and/or request a chargeback of any Fee from their credit card processor or banking institution. Client can not cancel the aggressive plan once the client agrees to this plan and go inside the back portal. If a chargeback is initiated the customer's account will be turned over to a debt collection agency. In the event that the agreement is not fulfilled the account will be turned over to a debt collection agency for the entire amount owed for services rendered and the remaining balance of the contract terms agreed upon.

This Agreement shall be governed by and interpreted under the Laws of the State of Pennsylvania. Any dispute, controversy, action or proceeding arising out of this Agreement shall be submitted to the Courts of the State of Pennsylvania within the County Philadelphia for disposition.

In the event that any of the terms, conditions or provisions of this Agreement shall be held illegal, unenforceable or in conflict, those terms, conditions or provisions shall be deemed severable from the other parts hereof and the remaining terms,

unenforceable or conflicting terms, conditions or provisions had never been a part hereof.

1. I, Brauna Selby, hereafter known as "client" hereby authorize, Earn Company, 555 DIAMOND ST # 301, PHILADELPHIA, PA 19122, to make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, correspondence, contracts, or agreements, as necessary to improve my credit. Such instruments in writing of whatever and nature shall only be effective for any or all of the three credit reporting agencies which are TransUnion, Experian, Equifax, and any other reporting agencies or creditor's list, as may be necessary or proper in the exercise of the rights and powers herein granted.

2. This authorization may be revoked by the undersigned at any time by giving written notice to the party authorized herein. Any activity made prior to revocation in reliance upon this authorization shall not constitute a breach of rights of the client. If not earlier revoked, this authorization will automatically expire twelve months from the date of signature.

3. The party named above to receive the information is not authorized to make any further release or disclosure of the information received. This authorization does not authorize the release or disclosure of any information except as provided herein.

4. I grant to {Credit Exterminators}, {555 Diamond Street}, {Philadelphia}, {PA} {19122}, authority to do, take, and perform, all acts and things whatsoever requisite, proper, or necessary to be done, in the exercise of repairing my credit with the three credit reporting agencies, which are TransUnion, Experian, Equifax and any other reporting agencies or creditor's listed, as fully for all intents and purposes as I might or could do if personally present.

5. I hereby release {Credit Exterminators}, {555 Diamond Street}, {Philadelphia}, {PA} {19122}, from all and all matters of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, for or by reason of any matter, cause, or thing whatsoever as based on the circumstances of this contract.

Consumer Credit File Rights Under State and Federal Law

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor a credit repair company or credit repair organization has the right to have accurate, current and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported up to 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violated the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute that accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

4/24/2020

Case ID: 211100384

credit bureau to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact: The Public Reference Branch Federal Trade Commission Washington, D.C. 20580.

Notice of Right to Cancel

"You may cancel this contract, without any penalty or obligation, at any time before midnight of the 3rd day which begins after the date the contract is signed by you.

"To cancel this contract, mail or deliver a signed, dated copy of this cancellation notice, or any other written notice to Earn Company, 555 DIAMOND ST # 301, PHILADELPHIA, PA 19122, before midnight on the 3rd day which begins after the date you have signed this contract stating "I hereby cancel this transaction, (date) (purchaser's signature)."

There are no refunds at all after a payment is processed. By signing, this agreement you agree to the terms of this agreement.

Please acknowledge your receipt of this notice by electronically signing the form indicated below.

If you would like to cancel your subscription you MUST do so by sending a message through our secured access portal. When completing this information, your request MUST be 3 weeks before your next payment so the system can take out the upcoming payment.

I, Brauna Selby, AUTHORIZED ALL PAYMENTS LISTED IN THIS CONTRACT ABOVE.

Acknowledgment of Receipt of Notice

I, [redacted] hereby acknowledge with my digital signature, receipt of the Notice of Right to Cancel. I confirm the fact that I agree and understand what I am signing, and acknowledge that I have received a copy of my Consumer Credit File Rights.

*Digital Signatures: In 2000, the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act established electronic records and signatures as legally binding, having the same legal effects as traditional paper documents and handwritten signatures. Read more at the FTC web site: <http://www.ftc.gov/os/2001/06/esign7.htm>

tDigitalSignature?>

DocuSigned by:
[redacted]
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4/24/2020



CREDIT CARD AUTHORIZATION FORM

The following information must be provided in order to charge this credit card.
All information will be held in the strictest confidentiality.
If you have any questions please don't be afraid to contact us.

NAME ON CREDIT CARD (COMPANY AND OR FULL NAME ON CARD)

CREDIT CARD NUMBER

EXP DATE

SECURITY CODE

CARD TYPE

☒ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

INITIAL DEPOSIT \$400.00 ☐ RECURRING CHARGE \$320.00 ☐

DATE OF PAYMENT 4/24/2020

SIGNATURE DocuSigned by:
7BAD903198AF4DC...

DocuSigned by:

7BAD903198AF4DC...

All payments are non refundable due to purchasers cancellation. If your payment is missed you are subject to a \$50.00 late fee. Your recurring payment is for your back portal account. You may cancel at anytime by submitting a request via back portal at least 3 week (21 days) before next scheduled payment. If you do not send in cancellation request you will be obligated to making payment for the month and then will be cancelled and no longer charged.

DocuSigned by:

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Credit Exterminators
(347) 657-9142

DocuSigned by:

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Case ID: 211100384

Exhibit 3



DANACHANEL

Posts



danachanel

Philadelphia, Pennsylvania



TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR

BUILD MY MOBILE APP

WITH MULTI MILLION DOLLAR APP DEVELOPER DANA CHANEL

LEARN HOW TO EDIT AND UPDATE YOUR APP, SELL DIGITAL PRODUCTS, MARKET AND GET DOWNLOADS, SELL AD SPACE, CREATE CONTENT, BUILD A COMMUNITY AND CREATE A BRAND WORTH SPENDING MONEY WITH AND INCREASE CUSTOMER ENGAGEMENT

MARCH 14, 2020
NEW YORK, NY

MAY 16, 2020
HOUSTON, TX

JULY 18, 2020
TORONTO, CANADA

SEPTEMBER 5, 2020
PHILADELPHIA, PA

NOVEMBER 7TH, 2020
LOS ANGELES, CA

JANUARY 23, 2021
ATLANTA, GA

FOUNDER OF SPRINKLE OF JESUS
10 MILLION DOWNLOADS

CALL (718)892-0760 TO REGISTER

[View Insights](#)[Promote](#)

Liked by daveolivera7 and 519 others

danachanel NEW YORK YOU'RE UP HURRY AND GRAB YOUR TICKETS 🥰 (718)892-0760

[View all 18 comments](#)

February 3, 2020



danachanel



Exhibit 4



Tweet

**Dana Chanel**

@TheDanaChanel



FOR EVERYONE ASKING: the Sprinkle of Jesus app was created by [@alakazamapps](#) yes I own the company. I'm the plug. We are willing to help and build your vision we've already developed over 3500 apps in Google Play and Apple. We've been doing this for 4 years. Call us (718) 502-9434

9:53 AM · 8/30/19 · [Twitter for iPhone](#)

2 Retweets 16 Likes

**MelaninSoul** 🐘💜 @iBeTylerD · 9/8/19Replying to [@TheDanaChanel](#)

God directed me to you , can wait to finish my design and contact you guys .



Tweet your reply



Exhibit 5

Payments

United States
Phone: (718)892-0760
Email: payments@alakazamapps.com

Invoice

Invoice # 9745
Billed On Feb 25, 2019
Terms On-Receipt
Due On Feb 25, 2019

Bill To



PAID

on Feb 25, 2019

\$310.00 USD

Date	Description	Qty	Price	Subtotal
Feb 25, 2019	BUSINESS MARKETING MANUAL BY ALAKAZAM APPS	1	\$310.00	\$310.00

Subtotal \$310.00

Total \$310.00

Paid (\$310.00)

Amount Due \$0.00

Payments

Feb 25, 2019 \$310.00 Payment from MasterCard ... 9886

DocuSigned by:

642A1009BC53440...

2/25/2019

Notes

All amounts in United States Dollars (USD)

Terms and Conditions: Business Marketing Manual by Alakazam Apps
(A Hard Copy will be Mailed to the clients address on file)

Alakazam Apps has put together a mobile application education program for small business owners to help with creating their very own business mobile application.

DocuSigned by:

642A1009BC53440... 2/25/2019

A \$300.00 payment is required for the last two months for hosting on Alakazam Apps mobile application platform. The monthly fee of \$150.00 will begin once the clients education portal has been completed, and the developers have completed the mobile application and it is ready for submission to Google Play and Apple's IOS App Store. If the account is suspended as a result of non-payment, a \$75.00 re connection fee will be required to reactivate services.

DocuSigned by:

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Developer Accounts

In order to publish your Android app you'll need your own Google developer account. This is a one-time \$25 fee to Google. In order to publish your iOS app you'll need your own Apple developer account. This is yearly fee of \$99 paid to Apple. We know this can be a little confusing so we have staff on hand to walk you through obtaining developer accounts! Just contact us at support@alakazamapps.com

DocuSigned by:

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This Agreement and its provisions merge any prior agreements, if any, and is the complete and entire agreement of the Parties.

Case ID: 211100384

In the event that the agreed upon payment amount is not received the system will attempt to charge a lesser amount to satisfy the payment required.


In the event that the agreement is not fulfilled the account will be turned over to a debt collection agency for the entire amount owed for services rendered and the remaining balance of the contract terms agreed upon.

This Agreement shall be governed by and interpreted under the Laws of the State of New York. Any dispute, controversy, action or proceeding arising out of this Agreement shall be submitted to the Courts of the State of New York within the County of Kings for disposition.

In the event that any of the terms, conditions or provisions of this Agreement shall be held illegal, unenforceable or in conflict, those terms, conditions or provisions shall be deemed severable from the other parts hereof and the remaining terms, conditions and provisions which are deemed valid shall be enforceable and binding upon the Parties hereto, as if the illegal, unenforceable or conflicting terms, conditions or provisions had never been a part hereof.

Unless Alakazam is unable to perform its obligations, except due to force majeure or acts of nature, all payments made under are non-refundable.

All terms herein are understood and agreed upon.

DocuSigned by:

642A1009BC53440...

2/25/2019

Exhibit 6

ALAKAZAM APPS™

SUCCESS AT YOUR FINGERTIPS

CREDIT CARD AUTHORIZATION FORM

The following information must be provided in order to charge this credit card.

All information will be held in the strictest confidentiality.

If you have any questions please don't be afraid to contact us.

NAME ON CREDIT CARD (COMPANY AND OR FULL NAME ON CARD)

[REDACTED]

CREDIT CARD NUMBER

[REDACTED]

EXP DATE

[REDACTED]

SECURITY CODE

[REDACTED]

CARD TYPE

_____ VISA ☒ _____ MASTERCARD _____ AMERICAN EXPRESS

INITIAL DEPOSIT \$550.00

RECURRING CHARGE \$250/MO

DATE OF PAYMENT 03/24/20

SIGNATURE

DocuSigned by:

[REDACTED]

All payments are non refundable due to purchasers cancellation. You deposit amount is for the creation of your mobile app. Your recurring payment is for your mobile application hosting fee. You may cancel at anytime by submitting a request via email at payments@alakazamapps.com

DS

[REDACTED]