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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
COUNTY OF KING

DOUGLAS PROUDLOVE, individually and on  
behalf of all others similarly situated,

NO. 20-2-09220-7 SEA

Plaintiff,

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

v.

SEED CONSULTING, LLC, doing business as,  
SEED CAPITAL, CORP., ERIK GANTZ, KEVIN  
TUSSY, and DOES 1-10,

Defendants.

**I. INTRODUCTION**

1.1 Plaintiff Douglas C. Proudlove is a retired house painter from Mt. Vernon who lives on a fixed income. Unfortunately, Mr. Proudlove was drawn into a fraudulent scheme that destroyed his credit and left him with over \$50,000 in debt.

1.2 After seeing ads on TV, Mr. Proudlove attended a series of classes put on by Response Marketing Group. The classes were supposed to give him training and tools to make money buying and selling real estate. During a 3-day seminar in a Seattle hotel, Response Marketing pressured Mr. Proudlove into buying its "Diamond Elite 360" program. When Mr. Proudlove said he could not afford the \$37,997 price tag a Response Marketing agent presented Defendant Seed Capital as the solution.

1.3 Seed Capital had a table set up at the Response Marketing seminar and Mr. Proudlove signed a form Agreement with Seed Capital on the spot. Seed Capital was supposed

1 to provide “consulting services and assistance related to establishing financial and credit  
2 accounts.” Exhibit A at 1. What Seed Capital did was open multiple consumer credit cards in  
3 Mr. Proudlove’s name, and charge one of those cards \$3,495 for its services.

4 1.4 Washington’s Credit Services Organization Act (“CSOA”) regulates companies  
5 that are paid to obtain extensions of credit for others. The statute prohibits certain unfair  
6 conduct, requires specific disclosures, and requires that the buyer be given notice of his right  
7 to cancel any contract to purchase the services of a credit services organization. Seed Capital  
8 operated as credit services organization but failed to comply with the statute’s requirements.

9 1.5 Seed Capital failed to comply with the CSOA and used other unfair or deceptive  
10 means to collect thousands of dollars in fees from Mr. Proudlove and others for services of  
11 little or no value to consumers.

## 12 II. JURISDICTION AND VENUE

13 2.1 This Court has jurisdiction over Seed Capital and the claims in this action.

14 2.2 Seed Capital regularly conducts business in the State of Washington.

15 2.3 The events and transactions giving rise to Mr. Proudlove’s claims took place in  
16 Washington. Seed Capital promoted its services and contracted to provide services to Mr.  
17 Proudlove and other proposed class members in the State of Washington.

18 2.4 By engaging in conduct in the State of Washington that violates the Consumer  
19 Protection Act (CPA), including without limitation, engaging in unfair or deceptive conduct  
20 that caused Mr. Proudlove and other Washington consumers to do business with it, Seed  
21 Capital submitted itself to the jurisdiction of this Court. *See* RCW 19.86.160

22 2.5 Venue is proper in King County because Seed Capital does business in King  
23 County, promoted its services to Mr. Proudlove in King County, and entered into an  
24 agreement to provide services with Mr. Proudlove in King County. RCW 4.12.025(3).

1 **III. PARTIES**

2 3.1 Plaintiff Douglas C. Proudlove lives in Mount Vernon, Washington. He is a  
3 “buyer” as defined by the CSOA and a “person” as defined by the CPA. See RCW  
4 19.134.010(1); RCW 19.86.010(1).

5 3.2 Defendant Seed Consulting, LLC is a corporation doing business as Seed Capital  
6 Corp. and registered under the laws of the State of Nevada.

7 3.3 Seed Capital is not registered to do business in Washington.

8 3.4 At all times material hereto, Seed Capital held itself out as being in the business  
9 of helping consumers improve their credit rating or obtain extensions of credit in the State of  
10 Washington. Seed Capital is therefore a “credit services organization” under the CSOA and a  
11 “person” engaged in “trade” or “commerce” under the CPA.

12 3.5 Defendant Erik Gantz is a co-founder of Seed Capital and, at all times relevant  
13 herein, has been an officer and shareholder of Seed Capital. He has created, implemented,  
14 adopted and ratified Seed Capital policies and practices.

15 3.6 Grantz exercises control over Seed Capitals business practices, including but  
16 not limited to (1) marketing Seed Capital services at events promoting expensive education  
17 and training in buying and selling real estate, and other get-rich-quick schemes; (2) charging  
18 consumers several thousand dollars to obtain credit cards which consumers could obtain for  
19 themselves for free; and (3) making false statements in credit card applications to facilitate  
20 obtaining credit cards used, in part, to pay Seed Capital’s fees.

21 3.7 Defendant Kevin Tussy is a co-founder of Seed Capital and, at all times relevant  
22 herein, has been an officer and shareholder of Seed Capital. He has created, implemented,  
23 adopted and ratified Seed Capital policies and practices.

24 3.8 Tussy exercises control over Seed Capitals business practices, including but not  
25 limited to (1) marketing Seed Capital services at events promoting expensive education and  
26 training in buying and selling real estate, and other get-rich-quick schemes; (2) charging  
27

1 consumers several thousand dollars to obtain credit cards which consumers could obtain for  
2 themselves for free; and (3) making false statements in credit card applications to facilitate  
3 obtaining credit cards used, in part, to pay Seed Capital's fees.

4 3.9 Plaintiff is ignorant of the true names and capacities, whether individual,  
5 corporate, or otherwise, of defendants sued herein as Does One through Ten. Plaintiff will  
6 seek leave to amend this complaint when the true names and capacities of said defendants  
7 are ascertained. Plaintiff alleges on information and belief that each defendant herein is  
8 acting in concert with, and as the agent or employee of, each other defendant.

9 3.10 Plaintiff alleges on information and belief that the interests of all Defendants  
10 have been so unified that their separate personalities no longer exist and that if the acts of  
11 the corporate defendants are treated as those of the corporation alone, an inequitable result  
12 will follow. In this complaint, Seed Capital refers to all Defendants, or any of them individually.

#### 13 **IV. FACTUAL ALLEGATIONS**

14 4.1 Mr. Proudlove is sixty-four years old. He graduated high school but did not  
15 attend college. He spent approximately twenty-five years of his work life as a house painter in  
16 Skagit County. Mr. Proudlove stopped working for health reasons in late 2017 or early 2018.  
17 He currently lives on only the disability benefits he receives.

18 4.2 Mr. Proudlove has never been employed in the real estate industry. The  
19 training Response Marketing promised him was not required by his employer and was not  
20 going to support or help his work as a house painter.

21 4.3 Mr. Proudlove does not operate and has not operated a real estate business.  
22 He did not register to operate a real estate business in Washington. He did not buy or sell any  
23 real estate after he paid for Response Marketing's Diamond Elite program.

24 4.4 Mr. Proudlove was drawn in by a scam that has ruined the financial lives of  
25 countless Americans. His dealings with Response Marketing follow a pattern documented by  
26 the Federal Trade Commission's recent complaint against Response Marketing and dozens of  
27

1 related entities over its real estate seminar scam. Exhibit B (*FTC, et al, v. Nudge, LLC, et al.*, No.  
2 2:19-cv-00867-RJS (D. Utah Nov. 5, 2019).

3 4.5 After seeing a TV infomercial featuring celebrities promoting real estate  
4 seminars, Mr. Proudlove attended a free class at a hotel in Lynnwood, Washington on January  
5 17, 2017. The presentation was very high energy and positive. Presenters said the class was  
6 too short to teach everything, and that and get access to the company's special system,  
7 including secret buyer and investor lists, attendees had to pay for a second three-day class.  
8 The free class was designed to lure victims into paying for the three-day class.

9 4.6 Based on Response Marketing's representations at the free class, Mr.  
10 Proudlove paid \$1,147 to attend the three-day class at the Westin Hotel in Seattle from  
11 January 27-29, 2017. Response Marketing said attendees would have access to funding and  
12 discounted properties through Response Marketing's "strategic partners."

13 4.7 Mr. Proudlove attended the three-day class with his daughter, Sarah Stout.  
14 There were about 30 to 40 people in the sessions, mostly senior citizens. The presentations  
15 featured HGTV celebrities. It was fast-paced and exciting. Mr. Proudlove felt euphoric,  
16 thinking that he had finally found a way to provide for himself and create a nest egg for his  
17 family.

18 4.8 Mr. Proudlove was assigned a mentor named Wyatt. Wyatt's real function was  
19 to push Mr. Proudlove to purchase Response Marketing's worthless training products. Wyatt  
20 pressured Mr. Proudlove to sign up for the "Diamond Elite 360" program.

21 4.9 When Wyatt told Mr. Proudlove that the Diamond Elite 360 program would  
22 cost \$37,997, Mr. Proudlove explained that he could not afford that amount. Wyatt said he  
23 had a solution, then walked Mr. Proudlove to a table in the Westin lobby, where Mr.  
24 Proudlove was handed off to Seed Capital representatives who pressured him to sign up with  
25 their company.

1           4.10 Mr. Proudlove understood Seed Capital to be one of the “strategic partners”  
2 promoted by Response Marketing to fund real estate transactions.

3           4.11 At the Seed Capital table Mr. Proudlove met with an individual whom he  
4 believes was Rob Oburn. Mr. Oburn presented Mr. Proudlove with Seed Capital’s form  
5 Services Agreement.

6           4.12 The Agreement does not list Seed Capital’s address, the name or address of its  
7 agent in Washington authorized to receive service of process, or any information about a  
8 bond or trust account.

9           4.13 The Agreement defines Seed Capital’s services as “consulting services and  
10 assistance related to establishing financial and credit accounts on behalf of Client and Client’s  
11 business (the “Services”), including credit cards, lines-of-credit, bank loans or other similar  
12 financial accounts.” Exhibit A ¶ 1.

13           4.14 The Agreement required Mr. Proudlove to pay \$3,495 in “Service Fees.” *Id.*  
14 ¶ 3.1.

15           4.15 In a section headed “Certain Fees Non-Refundable,” the Agreement states:  
16 “The fees are not contingent on Client’s need or lack thereof for any new Accounts and, as  
17 such, Client may not cancel, withdraw, intentionally cause to be denied, or fail to follow  
18 through on a credit application in a timely matter [sic], unless Consultant authorizes such  
19 action in writing to do so [sic].” *Id.* ¶ 3.4. It further provides that Service Fees are “non-  
20 refundable to Client.” *Id.* ¶ 4.

21           4.16 The Agreement sets out conditions under which the Consultant may terminate  
22 the Agreement but does not authorize termination by the Client. *See id.* ¶ 5.

23           4.17 Seed Capital had Mr. Proudlove complete a broad certification and release  
24 purporting to authorize Seed Capital to apply for credit accounts in his name, process and  
25 endorse documents regarding those accounts and “open an email account for application  
26 correspondence to Seed Capital.”

27

1           4.18    On or about February 2, 2017, "Sarah" from Seed Capital called Mr. Proudlove  
2 at home with some questions. Sarah asked Mr. Proudlove his annual income. He told her he  
3 made about \$30,000 a year. She then asked him if he owned his own home, free and clear. He  
4 told her that he did and that it was worth about \$200,000. Sarah told him that considering his  
5 home equity, his annual income was the equivalent of \$130,000 a year. Sarah told him that  
6 she would be getting him 4 to 6 credit cards. Mr. Proudlove did not complete any credit card  
7 applications, and he does not believe he has ever seen any of the credit card applications Seed  
8 Capital submitted in his name.

9           4.19    On or about February 15, 2017, Mr. Proudlove began receiving credit cards in  
10 the mail. One of the credit cards was an American Express card. Without express consent from  
11 Mr. Proudlove to use that card, Seed Capital charged its \$3,495 fee to that card.

12           4.20    At about the same time, Mr. Proudlove received credit cards issued by Bank of  
13 America, Barclays Bank, Capital One, Chase, Discover and Citibank. These cards were charged  
14 thousands of dollars in fees to a Response Marketing entity called "Renovate to Rent" on  
15 February 15, 2017.

16           4.21    All the credit cards were personal, not business, credit cards, issued to Mr.  
17 Proudlove for personal, family and household use.

18           4.22    Mr. Proudlove received nothing of value in exchange for the money he paid to  
19 Response Marketing. He has not entered into a real estate transaction in connection with the  
20 Response Marketing education. He has not opened a real estate business in Washington.

21           4.23    Seed Capital was Response Marketing's "strategic partner" in the real estate  
22 course scheme. Seed Capital was at the Response Marketing program to facilitate Response  
23 Marketing's unfair or deceptive practices by obtaining credit cards used to pay Seed Capital's  
24 and Response Marketing's exorbitant fees. Were it not for Seed Capital's calculated presence  
25 at the real estate classes, Mr. Proudlove would not have paid tens of thousands of dollars for  
26 Response Marketing's programs and would not have paid Seed Capital \$3,495.

27

1 4.24 Instead of providing Mr. Proudlove with seed money to start a business, Seed  
2 Capital buried him in consumer credit card debt.

3 4.25 As a result, Mr. Proudlove has been sued by a credit card company and a debt  
4 buyer, has received collection letters from multiple collection agencies, and has tens of  
5 thousands of dollars in debts that he cannot afford to pay.

## 6 V. CLASS ACTION ALLEGATIONS

7 5.1 Mr. Proudlove brings this action on behalf of himself and the following  
8 proposed Class:

9 **Umbrella Class:** All Washington residents who signed an  
10 agreement with Seed Capital in substantially the form of Exhibit A,  
11 paid any money to Seed Capital, and received only consumer  
12 credit cards or lines of credit as a result of Seed Capital's services,  
at any time starting four years preceding the filing of this action.

13 **Response Marketing Sub-class:** All persons in the Umbrella Class  
14 who purchased Seed Capital's services in connection with a  
15 program operated by Response Marketing Group or any related  
entity.

16 5.2 The proposed Class and Sub-Class are so numerous that joinder is impracticable  
17 under Civil Rule 23(a)(1). On information and belief, there are more than 100 people in the  
18 Class. According to the Federal Trade Commission, more than 750,000 consumers have  
19 attended Response Marketing's sessions in the last five years; since 2012, Response  
20 Marketing and its related entities have collected over \$400,000,000 from consumers through  
21 their deceptive scheme. On information and belief, Plaintiff alleges that Seed Capital has acted  
22 as a credit services organization for at least 40 Response Marketing students who reside in the  
23 state of Washington.

24 5.3 Common questions of law and fact exist as to all members of the proposed  
25 Class under Civil Rule 23(a)(2). These common questions include:  
26  
27



1                   5.3.1 Whether Seed Capital is a “credit services organization” within the  
2 meaning of RCW 19.134.010.

3                   5.3.2 Whether Seed Capital has a standard practice of not making the  
4 disclosures required by RCW 19.134.050.

5                   5.3.3 Whether Seed Capital’s violation of the Washington Credit Services  
6 Organization Act is a per se violation of the Washington Consumer Protection Act.

7                   5.3.4 Whether Seed Capital’s failure to fully disclose the scope and cost of its  
8 services is an unfair or deceptive act or practice.

9                   5.3.5 Whether Seed Capital’s practice of counseling consumers to provide  
10 misleading or inaccurate information in applications for credit cards, or of providing such  
11 misleading information itself, is unfair or deceptive.

12                   5.3.6 Whether Seed Capital’s participation as a strategic partner in providing  
13 funding for a real estate seminar scam is unfair or deceptive.

14                   5.3.7 Whether Seed Capital’s practice of simultaneously applying for multiple  
15 credit cards in a client’s name, while omitting information about how that will impact the  
16 client’s credit score, is unfair or deceptive.

17                   5.3.8 Whether Seed Capital engaged in a pattern or practice of entering into  
18 credit card agreements on behalf of Washington residents that Seed Capital used to pay itself.

19                   5.3.9 Whether Seed Capital misrepresents in the SEED PROGRAM  
20 HIGHLIGHTS the services it will provide or omits material facts therefrom, and whether that  
21 practice is unfair or deceptive.

22                   5.3.10 Whether Seed Capital’s conduct occurred in trade or commerce and  
23 affects the public interest.

24                   5.3.11 Whether Gantz is individually liable for violating the Consumer  
25 Protection Act?

1                   5.3.12 Whether Tussy is individually liable for violating the Consumer  
2 Protection Act?

3                   5.3.13 Whether Gantz and Tussy engaged in a civil conspiracy resulting in  
4 damage to Mr. Proudlove and the proposed Class?

5           5.4     Mr. Proudlove's claims are typical of those of the proposed Class as required by  
6 Civil Rule 23(a)(3). Like other members of the proposed Class, Mr. Proudlove paid money to  
7 Seed Capital to advise and assist him in obtaining an extension of credit, signing an agreement  
8 that is materially the same as the agreement signed by absent class members.

9           5.5     Mr. Proudlove is an adequate representative of the proposed Class under Civil  
10 Rule 23(a)(4). He will fairly and adequately protect the interests of the Class. Mr. Proudlove  
11 has retained competent and capable attorneys who are experienced trial lawyers with  
12 significant experience in complex and class action litigation. Mr. Proudlove and his counsel  
13 are committed to prosecuting this action vigorously on behalf of the Class and have the  
14 financial resources to do so. Neither Mr. Proudlove, nor her counsel, have interests that are  
15 contrary to or that conflict with those of the Class.

16           5.6     Declaratory and injunctive relief are appropriate as to the Class under Civil Rule  
17 23(b)(2). Defendants have acted on grounds generally applicable to the Class, making  
18 declaratory and final injunctive relief appropriate with respect to the Class as a whole.

19           5.7     Common issues predominate over any individualized issues and a class action is  
20 superior to individual litigation under Civil Rule 23(b)(3). The common and overriding  
21 questions are whether Defendants have engaged in common courses of conduct that are  
22 unfair or deceptive or that violated the Washington Credit Services Organization Act.  
23 Defendants' conduct is uniform to all members of the Class. Mr. Proudlove and members of  
24 the Class have suffered harm and damages as a result of Defendants' unlawful and wrongful  
25 conduct. Absent a class action, however, most Class members likely would find the cost of  
26 litigating their claims prohibitive.

1 **VI. FIRST CAUSE OF ACTION**

2 ***Per Se* violation of the Washington Consumer Protection Act RCW 19.86 et seq.**

3 6.1 Plaintiff realleges and incorporates by reference each and every allegation set  
4 forth in the preceding paragraphs.

5 6.2 Defendant Seed Capital is a “person” within the meaning of the Washington  
6 Consumer Protection Act, RCW 19.86.010(1), and conducts “trade” and “commerce” within  
7 the meaning of the Washington Consumer Protection Act, RCW 19.86.010(2).

8 6.3 Seed Capital is a “credit services organization” within the meaning of RCW  
9 19.134.010(2)(a), because with respect to the extension of credit by others, in return for the  
10 payment of money, it sells, provides, performs, or represents that it can or will sell, provide or  
11 perform the following services: (i), improving, saving or preserving a buyer’s credit record,  
12 history or rating; and, (ii) obtaining an extension of credit for a buyer.

13 6.4 The extensions of credit Seed Capital procured for Mr. Proudlove were  
14 consumer credit cards issued for personal, family, or household use.

15 6.5 Plaintiff and class members are “persons” within the meaning of the  
16 Washington Consumer Protection Act, RCW 19.86.010(1).

17 6.6 A violation of the CSOA by a credit services organization is an unfair or  
18 deceptive business practice, prohibited by the CPA. RCW 19.134.070(5).

19 6.7 Seed Capital engages in conduct prohibited by the CSOA. *See* RCW 19.134.020.  
20 Seed Capital’s violations include but are not limited to the following:

21 6.7.1 The CSOA prohibits a credit services organization from making or  
22 counseling or advising a buyer to make any statement that is untrue or misleading about the  
23 consumer’s creditworthiness in connection with an application for credit. RCW 19.134.020(3).  
24 On information and belief, Seed Capital overstated Mr. Proudlove’s income on credit card  
25 applications that Seed Capital prepared and submitted on his behalf.

1           6.7.2 The CSOA prohibits a credit services organization from charging money  
2 solely for referring buyers to companies that will extend credit to the general public on  
3 substantially the same terms as those offered to the general public. RCW 19.134.020(2). Seed  
4 Capital charged Mr. Proudlove \$3,495 to complete consumer credit card applications that he  
5 could have completed himself. The credit cards Mr. Proudlove received were available to the  
6 general public on substantially the same terms.

7           6.8 Seed Capital violates the CSOA by failing to provide a copy of its written  
8 agreement to buyers. RCW 19.134.040. Mr. Proudlove only received the Agreement from  
9 Seed Capital in response to a demand from his counsel.

10          6.9 Seed Capital also violates the CSOA having buyers sign a form agreement that  
11 utterly fails to comply with the statute's requirements. These failures include but are not  
12 limited to the following:

13           6.9.1 The CSOA requires that an agreement between a buyer and a credit  
14 service organization include the organization's address, and the address of its agent in this  
15 state authorized to receive service of process. RCW 19.134.060(1)(d). Seed Capital's form  
16 Agreement contains no address information.

17           6.9.2 The CSOA requires that an agreement between a buyer and a credit  
18 service organization contain specific disclosures regarding credit reporting. RCW  
19 19.134.050(1)-(2). Seed Capital's form Agreement contains none of the required disclosures.

20           6.9.3 The CSOA requires that an agreement contain a "complete and detailed  
21 description of the services to be performed by the credit services organization." RCW  
22 19.134.050(3). Seed Capital's Agreement omits the fact that the only service it would provide  
23 for Mr. Proudlove and Class members was filling out consumer credit card applications.

1           6.9.4 The CSOA requires disclosure of the buyer’s right to proceed against a  
2 bond or trust account held by the credit services organization and information about the bond  
3 issuer or trustee of the trust account. RCW 19.134.050(4). Seed Capital’s Agreement discloses  
4 nothing about any bond or trust account. On information and belief, Seed Capital failed to  
5 maintain a bond or trust account as required by the CSOA.

6           6.9.5 The CSOA requires that a credit services organization’s agreement  
7 include a conspicuous statement that the buyer has the right to cancel the contract within five  
8 days, RCW 19.134.060(1)(a), and include a detachable notice of cancellation that the buyer  
9 can send back to obtain a full refund, RCW 19.134.060(2). Seed Capital’s form Agreement  
10 gives the buyer no right to cancel and states that all fees are non-refundable. It includes no  
11 detachable Notice of Cancellation.

12           6.10 Seed Capital’s unfair acts or practices occurred in trade or commerce and  
13 injured or had the capacity to injure others.

14           6.11 Seed Capital’s general course of conduct as alleged herein impact the public  
15 interest.

16           6.12 Grantz and Tussy directed or participated in all of Seed Capital’s unfair or  
17 deceptive conduct.

18           6.13 The acts complained of herein are ongoing or have a substantial likelihood of  
19 being repeated.

20           6.14 As a direct and proximate result of Defendants’ unfair acts or practices, Mr.  
21 Proudlove and Class members suffered injury to their business or property and lost money.

22           6.15 Mr. Proudlove and the Class are therefore entitled to an order enjoining the  
23 conduct complained of herein; actual damages; treble damages pursuant to RCW 19.86.090;  
24 costs of suit, including reasonable attorneys’ fees; and such further relief as the Court may  
25 deem proper.

1 **VII. SECOND CAUSE OF ACTION**  
2 **(Violation of the Washington Consumer Protection Act—Unfair**  
3 **or Deceptive Acts or Practices)**

4 7.1 Plaintiff realleges and incorporates by reference each and every allegation set  
5 forth in the preceding paragraphs.

6 7.2 Washington’s legislature has declared that the CPA should be liberally  
7 construed so that its beneficial purpose of protecting consumers from unfair, deceptive and  
8 fraudulent acts or practices be served. RCW 19.86.920.

9 7.3 Entities like Response Marketing illicitly profit by promoting educational classes  
10 that supposedly will allow students to achieve “personal freedom” through “non-traditional”  
11 education. Instead, they follow a common scheme in which a free “preview” event, leads to a  
12 paid multi-day seminar, the focus of which is to manipulate students to pay tens of thousands  
13 of dollars for worthless “elite” or “VIP” education. According to the Federal Trade  
14 Commission, Response Marketing and related entities took in more than \$400,000,000  
15 through these consumer scams, with 95% of their students never making more than they paid  
16 for classes.

17 7.4 The entire process by which Seed Capital obtains contracts with consumers,  
18 obtains credit cards in consumers’ names, receives payment, and facilitates payment to itself  
19 and Response Marketing is unfair or deceptive. Its unfair or deceptive acts or practices include  
20 but are not limited to the following:

21 7.4.1 Seed Capital attends events as a strategic partner that Response  
22 Marketing promotes as a funder for real estate transactions. In reality, however, Seed Capital  
23 collects thousands of dollars in fees simply to fill out consumer credit card applications in a  
24 buyer’s name. Seed Capital and the event sponsor have a symbiotic relationship. Seed Capital  
25 uses deceptive marketing to convince consumers to sign up for Seed Capital to get the student  
26 credit cards that are used to pay itself and Response Marketing. The contracts make  
27 contradictory and false promises that Seed will obtain low interest lines of credit that will



- 1 B. For a trial by jury;
- 2 C. For injunctive and declaratory relief prohibiting all of Seed Capital's unfair or
- 3 deceptive conduct, including by prohibiting it from:
- 4 i. Failing to comply with all provisions of the Washington Credit Services
- 5 Organization Act, RCW 19.134.
- 6 ii. Providing services to students, or prospective students, of Response
- 7 Marketing Group LLC, or any of its related entities, including, but not
- 8 limited to Renovate to Rent, Nudge, LLC or BuyPD, LLC, for the purpose
- 9 of obtaining access to credit to pay the fees of those entities or Seed
- 10 Capital.
- 11 iii. Providing services to students, or prospective students, of any entity
- 12 that purports to train students to buy and sell real estate, securities,
- 13 commodities or stock.
- 14 iv. Misrepresenting in its contracts and communications that it will obtain
- 15 lines of credit for Washington consumers at low interest rates and then
- 16 signing those same consumers up for credit cards with higher interest
- 17 rates than were promised.
- 18 v. Entering consumers into credit card agreements without first providing
- 19 copies of those agreement to the consumers to review.
- 20 D. For an award of actual damages.
- 21 E. For an award of treble damages.
- 22 F. Attorneys' fees and costs of suit, including expert-witness fees, and
- 23 prejudgment interest; and
- 24 G. Such other relief as the Court deems just and proper.
- 25
- 26
- 27



1 RESPECTFULLY SUBMITTED AND DATED this 1st day of December, 2020.

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