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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10  
11 DRAUCKER DEVELOPMENT and  
TRUE COMMUNICATION, INC. }  
12 d/b/a METRODATE.COM, On Behalf  
of Itself and All Others Similarly  
13 Situated,

14 Plaintiffs,

15 v.

16 YAHOO!, INC.; OVERTURE  
17 SERVICES, INC., AND JOHN DOE  
COMPANIES, INC. 1 - 100,  
18 Inclusive,

19 Defendants.  
20

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LOS ANGELES

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CV06-2737 JFW(ROK)  
CASE NUMBER:

CLASS ACTION COMPLAINT FOR:

1. BREACH OF CONTRACT
2. CIVIL CONSPIRACY
3. VIOLATIONS OF BUS. & PROF. CODE § 17200, *et seq.*

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Draucker Development and True Communication, Inc., d/b/a Metrodate.com, individually and as Class Representative on Behalf of All Similarly Situated Persons, bring this action against Defendants Yahoo! Inc., Overture Services, Inc., and John Doe Companies, Inc. 1 - 100, Inclusive, (hereinafter referred to as "Defendants").

1 **INTRODUCTION**

2 1. Defendants own and operate Internet search engines and web  
3 sites containing news content, in an effort to attract visitors to their web sites.  
4 Defendants' business depends on the sale of online advertising, and to that  
5 end Defendants sell a product known as pay per click ("PPC") advertising.

6 2. PPC advertising works as follows: Defendants place  
7 advertisements on web sites that Internet users can click on in order to be  
8 taken to the advertiser's web site. Defendants' advertising customers, *i.e.*,  
9 Plaintiffs and the Class (defined below), pay Defendants a set fee – as little  
10 as \$0.10, or as much as several dollars or more – each time an Internet user  
11 clicks on the customer's advertisement.

12 3. Defendants charged its advertising customers for PPC advertising  
13 even though Defendants knew that a substantial percentage of click revenue  
14 resulted from PPC advertisements shown improperly, including in ways that  
15 contravene Defendants' contracts with its advertising customers.

16 4. For example, in spite of Defendants' promise and duty not to place  
17 ads in pernicious spyware programs, Defendants have done just that, and  
18 have charged their advertising customers for every click made on spyware  
19 pop-up ads. Defendants have also represented that advertisements would be  
20 "highly targeted" when, in fact, Defendants entered into syndication  
21 agreements with companies that show random ads that are the opposite of  
22 "highly targeted." Defendants have further represented that advertisements  
23 would appear in "high quality" substantive sites when, in fact, Defendants and  
24 their Syndication Partners (defined below) placed such advertisements in a  
25 variety of low-quality sites without bona fide content. These unlawful  
26 practices, which are described in further detail at paragraphs 24 to 39 of this  
27 Complaint, are referred to herein as "Syndication Fraud."

28 5. Accordingly, Plaintiffs and the Class were unlawfully charged for

1 services that Defendants did not provide or that Plaintiffs and the Class did  
2 not agree to pay for.

3 6. Plaintiffs assert claims individually and/or collectively for violations  
4 of common law breach of contract, unjust enrichment, civil conspiracy and for  
5 statutory violations under the Unfair Competition Law ("UCL" or "Section  
6 17200"), Business and Professions Code §§ 17200 *et seq.* Plaintiffs seek  
7 actual and/or compensatory damages; restitution; equitable relief, costs and  
8 expenses of litigation, including attorneys' fees; and all additional and further  
9 relief that may be available.

### 11 PARTIES

12 7. Plaintiff Draucker Development is a sole proprietorship located in  
13 New Cumberland, Pennsylvania. Draucker Development owns and operates  
14 the websites [www.lookupbook.com](http://www.lookupbook.com), [www.nbleads.com](http://www.nbleads.com),  
15 [www.protected-data.net](http://www.protected-data.net), [www.cac-org.org](http://www.cac-org.org), [salliemae.littlesite.net](http://salliemae.littlesite.net),  
16 [usc.littlesite.net](http://usc.littlesite.net), [workathome.littlesite.net](http://workathome.littlesite.net), [www.medicaialarm.com](http://www.medicaialarm.com),  
17 [studentloan-info.org](http://studentloan-info.org), [amerivalues.com](http://amerivalues.com), [wimax-reports.com](http://wimax-reports.com), [vitalsenior.com](http://vitalsenior.com),  
18 and at all relevant times Plaintiff placed ads with Defendants and paid  
19 Defendants under their PPC advertising program.

20 8. Plaintiff True Communication, Inc., d/b/a Metrodate.com  
21 ("Metrodate") is a corporation organized and existing under the laws of the  
22 Commonwealth of Pennsylvania, with its principal place of business in Willow  
23 Grove, Pennsylvania. Plaintiff owns and operates the Metrodate.com Internet  
24 website, and at all relevant times Plaintiff placed ads with Defendants and  
25 paid Defendants under their PPC advertising program.

26 9. Defendant Yahoo! Inc. ("Yahoo") is a Delaware corporation with its  
27 executive offices, principal place of business, and corporate headquarters at  
28 701 First Avenue, Sunnyvale California 94089.



