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8 UNITED STATES DISTRICT COURT
 9 EASTERN DISTRICT OF WASHINGTON

10 ELAINA REID, individually and on behalf
 of all others similarly situated,

11 Plaintiff,

12 v.

13 PREHIRED, LLC, MERATAS, INC, and
 14 JOSHUA JORDAN,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR
 DAMAGES AND INJUNCTIVE
 RELIEF**

JURY DEMAND REQUESTED

16 **I. NATURE OF THE CASE**

17 1. Plaintiff Elaina Reid is a 2018 high school graduate who lives in
 18 Spokane. Unfortunately, Ms. Reid was drawn into a fraudulent scheme that has
 19 left her with \$30,000 in debt.

1 2. Ms. Reid was close to receiving her associates degree at a local
2 community college and thinking about applying to a program to become a surgery
3 technician when she learned about Defendant Prehired LLC. Prehired’s online
4 program was supposed to give her the training she needed to make money as a
5 software sales representative. Prehired also offered continuing education to help
6 students employed as software sales representatives get promotions and move
7 into managerial roles.

8 3. Ms. Reid could not afford the \$15,000 price tag to enroll in Prehired’s
9 course, but Prehired, through its founder and CEO Joshua Jordan, told her she
10 could finance her training by entering into an income share agreement (ISA),
11 which required her to pay 12.5% of any income exceeding \$40,000 to Prehired for
12 forty-eight months after she landed a job. Exhibit A. In exchange, Prehired agreed
13 to provide Ms. Reid access to its training program called Prehired Science-Based
14 Sales. Defendant Meratas, Inc. designed and implemented Prehired’s ISA
15 program. Two years after signing the ISA, Ms. Reid has paid \$3,944.46 on her ISA.
16 Ms. Reid was required to make those payments even though her income fell
17 below the ISA’s \$40,000 minimum threshold for making payments.

1 4. Washington law prohibits Defendants’ conduct. *See* Wash. Rev. Code
2 § 28C.10 *et seq.* The statute requires private vocational schools like Prehired to be
3 licensed in order to, among other things, “conduct business of any kind” or “enter
4 into any contracts.” Wash. Rev. Code § 28C.10.090. A note, instrument, or other
5 evidence of indebtedness or contract relating to payment for education is not
6 enforceable in the courts of the state of Washington by a private vocational
7 school or holder of the instrument unless the private vocational school was
8 licensed in Washington at the time the instrument was entered into. Wash. Rev.
9 Code § 28C.10.180.

10 5. In addition, contracts relating to payment for education are voidable
11 at the option of the student if they state that the law of another state shall apply
12 or that the maker or any person liable on the contract consents to the jurisdiction
13 of another state. Wash. Rev. Code § 28C.10.170.

14 6. Washington law also provides that it is an “unfair business practice”
15 for a private vocational school, among other things, (a) to fail to comply with the
16 terms of a student enrollment contract or agreement, (b) mislead prospective
17 students about their “probable earnings” following completion of the course of
18 study or about the total cost to complete the course, or (c) make or cause to be
19 made any statement or representation in connection with the offering of

1 education if the school or agent knows or reasonably should have known the
2 statement or representation to be false, substantially inaccurate, or misleading.

3 Wash. Rev. Code § 28C.10.110(2)(h).

4 7. The statute also prohibits private vocational schools that have not
5 had at least one of its programs recognized by the Workforce Training and
6 Education Coordinating Board (WTECB) and their agents from inducing students
7 to obtain, specific consumer student loan products to fund education that
8 financially benefits any person or entity that has an ownership interest in the
9 institution, unless the institution can demonstrate to the agency that the student
10 has exhausted all federal aid options and has been denied noninstitutional private
11 commercial loan products. Wash. Rev. Code § 28C.10.050(3).

12 8. A violation of the private vocational school statute affects the public
13 interest and is an unfair or deceptive act or practice in violation of the
14 Washington Consumer Protection Act, Wash. Rev. Code § 19.86.020. Wash. Rev.
15 Code § 28C.10.210.

16 9. Prehired, which is not listed among the private career schools that
17 hold up-to-date licenses under Wash. Rev. Code §28C.10.060, violated Wash. Rev.
18 Code § 28C.10.090 by entering into ISAs with Ms. Reid and others. The ISA that
19 Ms. Reid signed contains a choice of jurisdiction and venue clause that specifies

1 the United States District Court for the Southern District of New York and New
2 York state courts located in New York City, violating Wash. Rev. Code
3 § 28C.10.170. The ISA also includes a “governing law” provision that specifies New
4 York state law. It too is illegal under Washington law.

5 10. Prehired and Jordan violated Wash. Rev. Code § 28C.10.110 by
6 providing prospective students with misleading and deceptive testimonials,
7 endorsements and other information about Prehired’s program, the earnings
8 students would obtain following graduation from the program, and the total cost
9 to complete the training program.

10 11. Prehired, Meratas, and Jordan violated Wash. Rev. Code
11 § 28C.10.050(3) by designing and implementing ISAs and then inducing students
12 like Ms. Reid to enter into ISAs to fund the Prehired training program without
13 ensuring that the students had exhausted all federal aid options and had been
14 denied noninstitutional private commercial loan products.

15 12. Prehired, Meratas, and Jordan’s unfair or deceptive conduct violated
16 both Wash. Rev. Code § 28C.10 *et seq.* and Washington’s Consumer Protection
17 Act Wash. Rev. Code § 19.86 *et seq.*

18 13. Because Prehired, Jordan, and Meratas’s conduct violates
19 Washington law, Ms. Reid seeks to void her contract and the contracts of other

1 Washington residents who financed their Prehired training through an illegal ISA.
2 Ms. Reid also seeks reimbursement for the amounts she and others have paid to
3 Prehired and Meratas under the ISAs as well as treble damages, attorneys' fees,
4 and costs as available under Washington law.

5 II. JURISDICTION AND VENUE

6 14. Jurisdiction. This Court has subject matter jurisdiction over all claims
7 asserted in this action pursuant to 28 U.S.C. §1332. The amount in controversy for
8 Ms. Reid's claims against Prehired, Jordan, and Meratas, exclusive of interest and
9 costs, exceeds \$75,000.

10 15. Venue. Venue in the Eastern District of Washington is proper
11 because Defendants Prehired, Meratas, and Jordan transact business in this
12 District and the events and transactions giving rise to Ms. Reid's claims took place
13 in this District. Ms. Reid executed the contracts with Prehired and Meratas in
14 Washington, received training information from Jordan in Washington, watched
15 Prehired's training videos in Washington, entered into an electronic funds
16 transfer agreement with Meratas in Washington, and paid money to Meratas
17 from her Washington bank account.

1 **III. PARTIES**

2 16. Plaintiff Elaina Reid at all relevant times has resided in Spokane,
3 Washington and has been a citizen of Washington. She is a “person” under Wash.
4 Rev. Code § 19.86.010(1).

5 17. Defendant Prehired, LLC (Prehired) is a limited liability company and
6 is registered under the laws of the States of Delaware with its headquarters in
7 North Charleston, South Carolina. Prehired is a “private vocational school” under
8 Wash. Rev. Code § 28C.10.020(7) and is a “person” under Wash. Rev. Code §
9 19.86.010(1).

10 18. Defendant Joshua Jordan (Jordan) is an individual residing in North
11 Charleston, South Carolina. Mr. Jordan is an “agent” under Wash. Rev. Code §
12 28C.10.020(2) because he owns an interest in Prehired and personally attempts to
13 secure Washington residents’ enrollment in Prehired’s training courses. Jordan is
14 an “agent” under Wash. Rev. Code § 28C.10.050(3) because he is an officer
15 working on behalf of Prehired. Jordan is a “person” under Wash. Rev. Code §
16 19.86.010(1).

17 19. Defendant Meratas, Inc. (Meratas) is a corporation with
18 headquarters in Connecticut. Meratas is registered to do business in Washington
19 State. Meratas is an “agent” under Wash. Rev. Code § 28C.10.050(3) because it is

1 a contractor working on behalf of Prehired. Meratas is a “person” under Wash.
2 Rev. Code § 19.86.010(1). Meratas has engaged in unfair or deceptive acts or
3 practices that have injured Ms. Reid and other Washington consumers. Wash.
4 Rev. Code § 19.86.160.

5 20. Ms. Reid alleges on information and belief that the interests of all
6 Defendants have been so unified that their separate personalities no longer exist
7 and that if the acts of the corporate defendants are treated as those of the
8 corporation alone, an inequitable result will follow.

9 **IV. BACKGROUND FACTS**

10 21. Ms. Reid is 22 years old. She graduated from Lewis and Clark High
11 School in Spokane, Washington in 2018 and attended courses at North Idaho
12 College, a community college in Coeur d’Alene, Idaho. She was working as a dance
13 teacher in Spokane and thinking about applying to become certified as a surgery
14 technician when she learned about Prehired from a “Craigslist Jobs” posting.

15 22. Ms. Reid was drawn into a scam that has cost her and countless
16 other Americans, including Washington residents, thousands of dollars.

17 23. Ms. Reid’s dealings with Prehired follow a pattern documented by
18 the Attorney General for the State of Delaware, which has commenced an
19 investigation into the claims and representations that Prehired makes to students

1 and potential students, including those relating to income share agreements. The
2 Delaware AG wrote a letter to Chief Magistrate Judge Alan Davis, of the Justice of
3 the Peace Court in Georgetown, Delaware where Prehired Recruiting, LLC—a
4 company affiliated with Prehired and also owned by Jordan—filed nearly 300
5 lawsuits against consumers who signed Prehired ISAs. The lawsuits were filed by
6 Joshua Jordan acting as “agent” for Prehired Recruiting. Exhibit B.

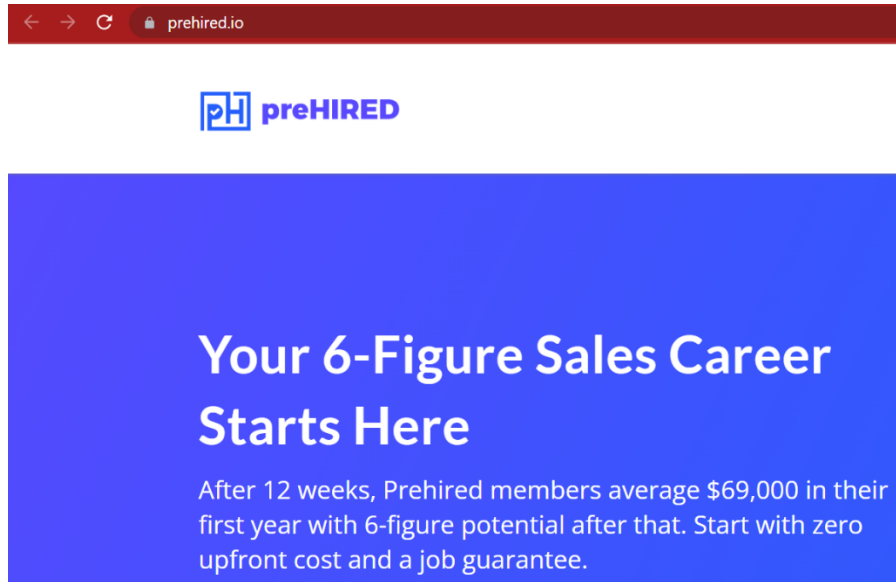
7 24. The Delaware AG observes in the letter that “Prehired describes itself
8 as a ‘membership association’ that provides ‘training, mentoring and networking
9 to help you land a full-time sales job in a business-to-business (B2B) software
10 company within about 12 weeks—even with no previous sales or tech
11 experience.” Exhibit B.

12 25. The letter also states that Prehired “claims that it only admits less
13 than 5% [of] applicants, and that its program ‘typically takes about 60-120 hours
14 over 6-12 weeks (about 10 hours per week),’ though the program is video-based
15 and self-based.” The Delaware AG states that it spoke to one student who “was
16 able to complete the program in less than one week.” Exhibit B.

17 26. Before signing up for Prehired’s program, Ms. Reid, who had no
18 experience in software sales, visited Prehired’s website, which touted “Your 6-
19 figure Sales Career Starts Here.” The website represented that Prehired members
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1 “average \$69,000 in their first year with 6-figure potential after that.” The website
2 guaranteed that members would get a job “with zero upfront cost.”

3 <https://www.prehired.io>.



11 27. The website that Ms. Reid visited included Prehired’s representation
12 that it admitted only less than 5% of applicants. Based on that representation,
13 Ms. Reid believed the program was a selective training program that would
14 provide the benefits of a college education without the time commitment.

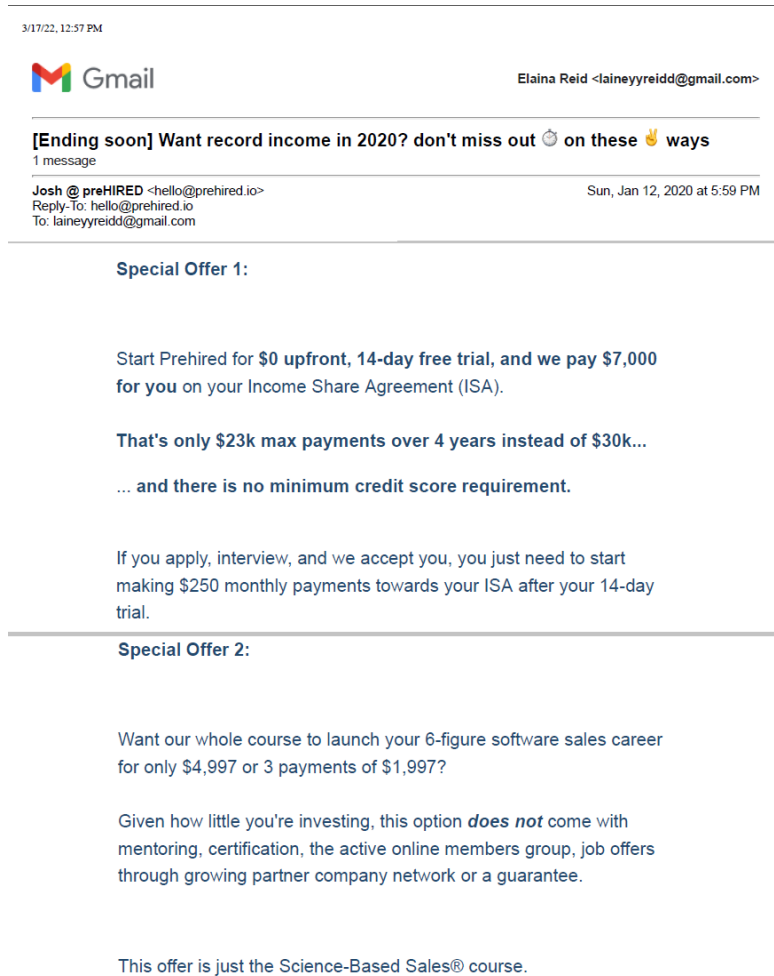
15 28. Ms. Reid filled out an online form to start the application process. In
16 response, on December 12, 2019 she received an email from Joshua Jordan, who
17 identified himself as the “founder and CEO of Prehired.” Mr. Jordan wrote in the
18 email that he was “truly thankful and excited to share how to get into a 6-figure
19 software sales career for no upfront training cost—and with less stress than

1 you've got now." Mr. Jordan also provided Ms. Reid with instructions for getting
2 started with the program.

3 29. On December 18, 2019, Ms. Reid received another email from Mr.
4 Jordan pitching the Prehired training program. Mr. Jordan told Ms. Reid in what
5 appears to be a form email that a man named Philip Jansen "made \$130,000+ his
6 first year in sales...even though he has zero previous experience in sales or tech."
7 According to Mr. Jordan, "My Prehired training and mentoring program gave
8 Philip everything he needed to make 6 figures in his first year – and land a job at
9 his #1 company choice within 6 weeks." Mr. Jordan told Ms. Reid, "If you're not
10 making the money you want and getting the respect you deserve, let one of our
11 Admissions Advisors see if we can help you."

12 30. On January 12, 2020, Mr. Jordan sent Ms. Reid a third form email,
13 asking her if she was "Ready to finally join the tech scene making 6-figures in a
14 software sales role?" Mr. Jordan made two offers to Ms. Reid. "Offer 1" allowed
15 her to pay \$0 upfront for a 14-day free trial, and Prehired would pay \$7,000 "for"
16 her toward her Income Share Agreement. Mr. Jordan told Ms. Reid that if she
17 applied, interviewed, and was accepted, she would Just need to start making
18 \$250 monthly payments toward [her] ISA after [her] 14-day trial." "Offer 2"

1 allowed Ms. Reid to take the Science-Based Sales course “for only \$4,997 or 3
2 payments of \$1,997.”



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31. Mr. Jordan followed up with Ms. Reid on January 15 and 16, 2020 with yet more emails, repeating the same “special offer” and noting that Prehired’s “average member grosses 73k in year 1 and \$110k in year 2.”

32. As a result of Mr. Jordan’s emails, and seeking to take advantage of Prehired’s alleged “special offer,” Ms. Reid filled out an application to be admitted to Prehired’s training program.

1 33. On February 12, 2020, a Prehired agent sent Ms. Reid an email,
2 telling her, “I seriously believe we can help you based on your application
3 answers” and that he had to hear from her “in the next 24 hours if you want a
4 real shot at this.” The agent explained that Prehired’s “system rejected you
5 because of “payment options”, but “after a second look—you seem like the kind
6 of person we’re looking for.” The agent asked Ms. Reid to “Book an interview”
7 and noted that if they “both wanna work together after we talk, we’ll see how to
8 make the money part work later.”

9 34. That day, Ms. Reid booked an interview with a person named Joshua
10 Santos. In the confirmation email, Mr. Santos stated, “First, congrats on being an
11 action taker. You’re in the top 5% of people just for that reason.”

12 35. The interview took place the next day, on February 13, 2020. That
13 day, Ms. Reid received an offer of enrollment. To enroll, Ms. Reid was required to
14 sign two documents, a “Member Success Agreement” and the ISA. She also was
15 required to complete a “basics” assessment, which consisted of answering two
16 questions, within 48 hours.

17 36. The ISA that Prehired presented to Ms. Reid for signature stated that
18 “Prehired has agreed to provide you with access to Prehired Science-Based Sales
19 (the ‘Program’), in exchange for your promise to pay the Income Share during the
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1 Contract Term.” The ISA defined “Income Share” as 12.5% of earned income each
2 month for up to a maximum number of Required Payments. In Ms. Reid’s case,
3 the ISA specified 48 Required Payments.

4 37. The ISA set a “Minimum Threshold” of \$40,000.00. The ISA states
5 that payments “will not begin under the ISA” until your “gross-earnings meet or
6 exceed the Minimum Threshold” and you “have completed (or withdrawn from)
7 the Program.” The ISA defines Minimum Threshold as “pre-tax annual Earned
8 Income of less than \$40,000.00 (equivalent to \$3,333.33) on a monthly basis (the
9 ‘Monthly Minimum Threshold’).”

10 38. The ISA set a “Payment Cap” of \$30,000.

11 39. Under the ISA, Prehired has 96 months—eight years—to collect 48
12 required payments.

13 40. Although the ISA sets the Income Share based on “earned income”,
14 monthly payments are calculated based on “estimated income” for the calendar
15 year. In other words, if a Prehired “graduate” may earn additional income in
16 commissions, the monthly payments are calculated based on that potential
17 income rather than “earned income” as required by the agreement.

1 41. Each year, Prehired is supposed to “reconcile” the amounts paid with
2 the amounts owed under the ISA. Prehired then applies any overpayments “as a
3 credit toward future payments due.”

4 42. The ISA contains a provision stating that the parties “irrevocably and
5 unconditionally submit to the jurisdiction of the United States District Court for
6 the Southern District of New York and New York state courts located in New York
7 City and waive any objection to transferring any action, suit or proceeding arising
8 out of this Agreement to such court.”

9 43. The ISA also includes a “governing law” clause specifying the laws of
10 the State of New York, without giving effect to principles of conflicts of law.

11 44. The ISA designates Meratas as Prehired’s “agent” to “manage the
12 customer portal.”

13 45. Under the ISA, Meratas has the “authority to act on behalf of”
14 Prehired, including to verify Prehired members’ employment status, monitor their
15 earned income, process payments, and perform account reconciliations.

16 46. The ISA is a consumer student loan product within the meaning of
17 Wash. Rev. Code § 28C.10.050(3).

18 47. On February 14, 2020, Ms. Reid completed her initial “assessment.”
19 The next day, on February 15, 2020, Ms. Reid received an email from Mr. Jordan

1 welcoming her as a new member of Prehired’s Training and Job Placement
2 Program and providing instructions to create an account and start the program.
3 The instructions also included a “coupon” to receive “100% off” and instant
4 access to the program.

5 48. On February 15, 2020, Ms. Reid received a “receipt” for her order
6 indicating “no charge” and that she had received a “100% discount for Prehired
7 Science-Based Sales” off the \$30,000 price. She also received an executed copy of
8 her ISA.

9 49. Ms. Reid finished viewing Prehired’s training videos in just over a
10 month.

11 50. Mr. Jordan remained involved during that time, checking in by email
12 to see what Ms. Reid liked about the program and asking for feedback. When Ms.
13 Reid completed the coursework, Mr. Jordan sent her an email letting her know
14 that she was “ready to start the certification.”

15 51. Over the course of the next ten weeks Ms. Reid applied for jobs
16 without success. On July 8, 2022, Ms. Reid signed an independent contractor
17 agreement with Pipestry, LLC to work as a “cold caller” for \$20 per hour plus a
18 maximum commission of \$500 per month.

1 52. That day, Prehired sent Ms. Reid an email with instructions on how
2 to report her income to Meratas.

3 53. Mr. Jordan also sent Ms. Reid an email on July 8, 2020 offering her
4 \$100 off her ISA as she put on a Prehired t-shirt, printed out her job offer letter,
5 and took a selfie.

6 54. Ms. Reid received a “Certificate of Achievement” signed by Mr.
7 Jordan.

8 55. On July 20, 2020, Prehired sent Ms. Reid an email asking her to
9 update her income for her ISA with Meratas. Prehired’s email informed Ms. Reid
10 that Meratas did not have “separate boxes” for base pay and commissions so she
11 had to estimate her yearly income. To estimate, Prehired instructed Ms. Reid to
12 “multiply this month’s pre-tax commission by 12. Then add that to your yearly
13 pre-tax base salary and input the total.”

14 56. Ms. Reid worked for Pipestry for approximately one month, earning
15 \$3,260, which did not satisfy the Minimum Monthly Threshold requiring a
16 payment under the ISA.

17 57. On August 24, 2020, Ms. Reid commenced work as a Sales
18 Development Representative for Royal 4 Systems, earning \$18.25 per hour with
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1 optional overtime and commissions. She worked for Royal 4 Systems for two
2 months, but then was laid off.

3 58. During the two months she worked for Royal 4 Systems, Ms. Reid's
4 income never exceeded the minimum monthly threshold which would trigger
5 payments under the ISA.

6 59. After she was laid off from Royal 4 Systems, Ms. Reid spent the next
7 several months unsuccessfully searching for jobs.

8 60. On May 18, 2021, Ms. Reid returned to work for Pipestry as a "Cold
9 Calling Specialist." She was paid a salary of \$37,440 per year, which is less than
10 the minimum threshold on the ISA. As a Cold Calling Specialist she also was
11 eligible for monthly commissions.

12 61. Ms. Reid left Pipestry in August 2021, accepting a job as an Executive
13 Administrative Assistant for Array Real Estate. Her annual income is \$39,295.

14 62. In the two years since she completed her Prehired training program,
15 Ms. Reid has never earned more than \$40,000 per year.

16 63. In the two years since she completed her Prehired training program,
17 Ms. Reid has never earned more than \$3,333.33 per month.

1 64. Although she has never exceeded the minimum thresholds under the
2 ISA, Defendants required Ms. Reid to pay, and she has paid, a total of \$3,944.46
3 to Defendants in ten monthly payments.

4 65. The monthly payments that Ms. Reid paid to Defendants exceeded
5 12.5% of her earned income for each month they were made.

6 66. Ms. Reid has never received an Annual Account Reconciliation under
7 the ISA.

8 **V. CLASS ALLEGATIONS**

9 67. Ms. Reid brings this action on behalf of herself and the following
10 proposed Class:

11 All Washington residents who signed an agreement with
12 Prehired LLC in substantially the form of Exhibit A and
13 paid any money to Prehired, Joshua Jordan, or Meratas
14 Inc. at any time starting four years preceding the filing of
15 this action.

16 68. The proposed Class is so numerous that joinder is impracticable
17 under Federal Rule of Civil Procedure 23(a)(1). On information and belief, there
18 are at least sixteen current Prehired “members” who reside in Washington.
19 According to the Delaware Attorney General, Prehired has sued in Delaware state
20 court approximately six additional Washington residents to collect amounts
allegedly owed pursuant to ISAs.

1 69. Common questions of law and fact exist as to all members of the
2 proposed Class under Federal Rule of Civil Procedure 23(a)(2). These common
3 questions include:

4 a. Whether Prehired is a “private vocational school” within the
5 meaning of Wash. Rev. Code § 28C.10.020(7);

6 b. Whether Prehired is a “person” within the meaning of Wash.
7 Rev. Code § 19.86.010;

8 c. Whether Jordan is an “agent” within the meaning of Wash.
9 Rev. Code § 28C.10.020(7) and Wash. Rev. Code § 28C.10.050(3);

10 d. Whether Jordan is a person” within the meaning of Wash. Rev.
11 Code § 19.86.010;

12 e. Whether Meratas is an “agent” within the meaning of Wash.
13 Rev. Code § 28C.10.050(3);

14 f. Whether Meratas is a person” within the meaning of Wash.
15 Rev. Code § 19.86.010;

16 g. Whether Prehired is or has ever been licensed to operate as a
17 private vocational school in Washington as required by Wash. Rev. Code §
18 28C.10.060;

1 h. Whether Prehired has conducted business of any kind, made
2 any offers, advertised or solicited, or entered into any contracts with Washington
3 residents without obtaining the license required by Wash. Rev. Code §
4 28C.10.060;

5 i. Whether Prehired has engaged in unfair business practices
6 within the meaning of Wash. Rev. Code § 28C.10.110(2);

7 j. Whether Prehired failed to satisfy the minimum standards for
8 private vocational schools described in Wash. Rev. Code § 28C.10.050(2);

9 k. Whether Prehired has violated Wash. Rev. Code § 19.86 *et seq.*

10 l. Whether Jordan has engaged in unfair business practices
11 within the meaning of Wash. Rev. Code § 28C.10.110(2);

12 m. Whether Jordan has failed to satisfy the minimum standards
13 for private vocational schools described in Wash. Rev. Code § 28C.10.050(3);

14 n. Whether Jordan has violated Wash. Rev. Code § 19.86 *et seq.*;

15 o. Whether Meratas has engaged in unfair business practices
16 within the meaning of Wash. Rev. Code § 28C.10.110(2);

17 p. Whether Meratas has failed to satisfy the minimum standards
18 for private vocational schools described in Wash. Rev. Code § 28C.10.050(3);

1 p. Whether Meratas has violated Wash. Rev. Code § 19.86 *et*
2 *seq.*;

3 70. Ms. Reid's claims are typical of those of the proposed Class as
4 required by Federal Rule of Civil Procedure 23(a)(3). Ms. Reid signed an ISA with
5 Prehired that is materially the same as the agreement signed by other members
6 of the proposed class.

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

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

1 education for the purpose of instructing, training, and preparing persons to
2 become software sales representatives.

3 77. Defendant Jordan is an “agent” of Prehired within the meaning of
4 Wash. Rev. Code § 28C.10.020(2) and Wash. Rev. Code § 28C.10.050(3) because
5 (a) he owns an interest in Prehired and personally attempts to secure Washington
6 residents’ enrollment, including Plaintiff, in the Prehired training program and (b)
7 he is an officer of Prehired who works on behalf of the institution.

8 78. Defendant Meratas is an “agent” of Prehired within the meaning of
9 Wash. Rev. Code § 28C.10.050(3) because Meratas is a contractor working on
10 behalf of Prehired to manage the ISAs, which are consumer student loan products
11 used to fund Prehired’s postsecondary training program and which financially
12 benefit the owners of Prehired.

13 79. Plaintiff and Class members are “persons” within the meaning of the
14 Washington Consumer Protection Act, Wash. Rev. Code § 19.86.010(1).

15 80. A violation of Wash. Rev. Code § 28C.10 et seq. affects the public
16 interest and is an unfair or deceptive act or practice in violation of Wash. Rev.
17 Code § 19.86.020 of the Washington Consumer Protection Act. Wash. Rev. Code §
18 28C.10.210; *see also* Wash. Rev. Code § 28C.10.130.

1 81. Defendants engaged in conduct prohibited by Wash. Rev. Code §
2 28C.10 et seq. Defendants' violations include but are not limited to the following:

3 a. Wash. Rev. Code § 28C.10.060 requires entities desiring to
4 operate a private vocational school to obtain a license. On information and belief,
5 Defendant Prehired did not obtain a license to operate in the state of
6 Washington.

7 b. Wash. Rev. Code § 28C.10.090 prohibits private vocational
8 schools, whether located in Washington State or outside Washington State, to
9 conduct business of any kind, make any offers, advertise or solicit, or enter into
10 any contracts unless the private vocational school is licensed under Wash. Rev.
11 Code § 28C.10.060. On information and belief, Prehired conducted business,
12 made offers, advertised or solicited, and entered into contracts without the
13 license required by Wash. Rev. Code § 28C.10.060.

14 c. Wash. Rev. Code § 28C.10.110(2)(c) provides that it is an unfair
15 business practice for an entity operating a private vocational school or an agent
16 employed by a private vocational school to “[a]dvertise in the help wanted
17 section of a newspaper or otherwise represent falsely, directly or by implication,
18 that the school is an employment agency, is making an offer of employment or
19 otherwise is attempting to conceal the fact that what is being represented are

1 course offerings of a school.” On information and belief, Defendant Prehired
2 engaged in unfair business practices within the meaning of this section by
3 advertising its training program in the Craigslist Jobs section and thereby
4 suggesting that it was an employment agency rather than a school.

5 d. Wash. Rev. Code § 28C.10.110(2)(h) provides that it is an
6 unfair business practice to “[p]rovide prospective students with: Any testimonial,
7 endorsement, or other information that a reasonable person would find likely to
8 mislead or deceive prospective students or the public, including those regarding
9 current practices of the school; ... current conditions for employment
10 opportunities; postgraduation employment by industry or probable earnings in
11 the occupation for which the education was designed; [and] total cost to obtain a
12 diploma or certificate.” Defendants Prehired and Jordan violated this provision by
13 providing Plaintiff and Class members with testimonials that misleadingly
14 suggested that they would be able to secure a “six-figure” salary in software sales
15 within the first two years of completing the Prehired training program.

16 e. Wash. Rev. Code § 28C.10.110(2)(j) provides that it is an unfair
17 business practice to “[m]ake or cause to be made any statement or
18 representation in connection with the offering of education if the school or agent
19 knows or reasonably should have known the statement or representation to be

1 false, substantially inaccurate, or misleading.” Defendants Prehired and Jordan
2 violated Wash. Rev. Code § 28C.10.110(2)(j) by making false, substantially
3 inaccurate, or misleading statements about the nature of Prehired’s training
4 program and the ISAs, and the amount of money graduates could earn upon
5 completion of the Prehired training program. Defendant Meratas violated Wash.
6 Rev. Code § 28C.10.110(2)(j) by making false, substantially inaccurate, or
7 misleading statements about the amount of money Prehired graduates owed
8 under the ISAs.

9 f. Wash. Rev. Code § 28C.10.110(2)(k) provides that it is an unfair
10 business practice to “[e]ngage in methods of advertising, sales, collection, credit,
11 or other business practices which are false, deceptive, misleading, or unfair....”
12 Defendants have violated this section by inducing Plaintiff and Class members to
13 enter into ISAs by representing, among other things, that Plaintiff and Class
14 members’ payments on the ISAs will be “waived” when they are earning less than
15 \$40,000 per year, (equivalent to \$3,333.33 on a monthly basis), and then
16 collecting payments from students even though Plaintiff and Class members’
17 earned income fell below the minimum threshold.

18 g. Wash. Rev. Code § 28C.10.110(2)(m) provides that it is an
19 unfair business practice for a private vocational school or its agent to “[v]iolate
20

1 RCW 28C.10.050(3) regarding the sale of, or inducing of students to obtain,
2 specific consumer student loan products.” Wash. Rev. Code § 28C.10.050(3)
3 provides that a private vocational school ... that has not had at least one of its
4 programs recognized by the [WTECB] for at least two consecutive years, may not
5 engage in any practice regarding the sale of, or inducing of students to obtain,
6 specific consumer student loan products to fund education that financially
7 benefits any person or entity that has an ownership interest in the institution,
8 unless the institution can demonstrate to the agency that the student has
9 exhausted all federal aid options and has been denied noninstitutional private
10 commercial loan products. Defendants Prehired, Jordan, and Meratas violated
11 this section by inducing Plaintiff and Class members to fund their Prehired
12 educations through ISAs, by collecting payments on those ISAs, and by benefitting
13 financially from the ISAs even though Prehired never obtained the proper licenses
14 required by Wash. Rev. Code § 28C.10.060.

15 h. Wash. Rev. Code § 28C.10.050(2) sets forth minimum
16 standards for entities operating private vocational schools, including that the
17 school and its agents must discuss “with each potential student the potential
18 student’s obligations in signing any enrollment contract and/or incurring any debt
19 for educational purposes. The discussion shall include the inadvisability of

1 acquiring an excessive educational debt burden that will be difficult to repay
2 given employment opportunities and average starting salaries in the potential
3 student's chosen occupation." Wash. Rev. Code § 28C.10.050(2)(h). Defendants
4 Jordan and Prehired violated this provision by failing to have those discussions
5 with Plaintiff and Class members.

6 i. Wash. Rev. Code § 28C.10.170 provides, "If a student or
7 prospective student is a resident of this state at the time any contract relating to
8 payment for education or any note, instrument, or other evidence of
9 indebtedness relating thereto is entered into, RCW 28C.10.180 shall govern the
10 rights of the parties to the contract or evidence of indebtedness. Wash. Rev. Code
11 § 28C.10.180 provides, "A note, instrument, or other evidence of indebtedness or
12 contract relating to payment for education is not enforceable in the courts of this
13 state by a private vocational school or holder of the instrument unless the private
14 vocational school was licensed under this chapter at the time the note,
15 instrument or other evidence of indebtedness or contract was entered into."

16 Plaintiff and Class members were residents of Washington State when they
17 entered into the ISAs. At the time Plaintiff and Class members entered into the
18 ISAs, Prehired was not licensed as required under Washington law. Therefore the
19 ISAs are void and unenforceable.

1 82. Wash. Rev. Code § 28C.10.170 further provides that if a contract or
2 evidence of indebtedness contains an agreement that the law of another state
3 shall apply or that the maker or any person liable on the contract or evidence of
4 indebtedness consents to the jurisdiction of another state, or that fixes venue,
5 that contract or evidence of indebtedness “is voidable at the option of the
6 student or prospective student.” The ISAs that Plaintiff and Class members
7 executed contain choice of law and choice of venue provisions selecting New York
8 law and New York courts. Under Wash. Rev. Code § 28C.10.170, the contracts are
9 voidable.

10 83. The acts alleged in this Complaint are ongoing or have a substantial
11 likelihood of being repeated.

12 84. As a direct and proximate result of Defendants’ unfair acts or
13 practices, Plaintiff and Class members suffered injury to their business or property
14 and lost money.

15 85. Plaintiff and the Class are therefore entitled to an order enjoining the
16 conduct complained of herein; declaring the ISAs void and unenforceable; actual
17 damages; treble damages pursuant to RCW 19.86.090; costs of suit including
18 reasonable attorneys’ fees; and such further relief as the Court may deem proper.

1 **SECOND CLAIM FOR RELIEF**
2 **Violation of the Washington Consumer Protection Act—Unfair**
3 **or Deceptive Acts or Practices**

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

6 87. Washington’s legislature has declared that the Consumer Protection
7 Act should be liberally construed so that its beneficial purpose of protecting
8 consumers from unfair, deceptive and fraudulent acts or practices be served.
9 Wash. Rev. Code § 19.86.920.

10 88. Persons like Prehired, Meratas, and Jordan illicitly profit by
11 promoting education classes that supposedly will allow student to achieve a “6-
12 Figure Sales Career in 12 Weeks”. Instead, they follow a common scheme in which
13 a “14-day free trial” leads to a few-week, worthless training course that ultimately
14 costs tens of thousands of dollars and years of hassle.

15 89. The entire process by which Defendants sign consumers up for
16 Prehired’s training courses, induce consumers to enter into misleading ISAs, and
17 collect onerous payments even when minimum earning thresholds are not met is
18 unfair or deceptive. Their specific unfair or deceptive acts or practices include but
19 are not limited to the following:
20

1 a. Defendant Prehired advertises its training program on
2 Craigslist's Job board, misleading consumers into believing it is an employment
3 agency instead of an educational institution.

4 b. Defendant Prehired's website misleading states that it
5 provides training to help students land a job in software sales within twelve
6 weeks, even if the consumer does not have any previous sales or tech experience.

7 c. Defendants Prehired and Jordan misleadingly represent that
8 Prehired admits less than 5% of applicants, making consumers believe that they
9 are attending a highly selective training program.

10 d. Defendants Prehired and Jordan misleadingly represent that
11 students will be able to "land a 6-figure software sales career."

12 e. Defendants Prehired and Jordan induce consumers into
13 misleading and onerous ISAs that falsely represent the consumers will only have
14 to make payments if their earned income exceeds a minimum threshold. In
15 reality, Defendants require Prehired graduates to make payments even if their
16 earned income is below the minimum threshold. In the event a payment is not
17 required, Defendants say the payment is only "deferred" until the minimum
18 threshold is exceeded (and not waived).

19

20

1 f. Defendant Meratas designed, monitors, and collects unfair and
2 deceptive payments under the ISAs.

3 90. Defendants unfair and deceptive acts and practices occurred in trade
4 or commerce and injured or had the capacity to injure others.

5 91. Defendants' general course of conduct as alleged in this Complaint
6 impacts the public interest.

7 92. Defendant Jordan directed or participated in all of Defendants
8 Prehired and Meratas's unfair or deceptive conduct.

9 93. The acts complained of in this Complaint are ongoing or have a
10 substantial likelihood of being repeated.

11 94. As a direct and proximate result of Defendants' unfair or deceptive
12 acts or practices, Plaintiff and Class members suffered injury to their business or
13 property and lost money.

14 95. Plaintiff and the Class are therefore entitled to an order declaring the
15 ISAs null and void; enjoining the conduct described in this Complaint; actual
16 damages; treble damages pursuant to Wash. Rev. Code §19.86.090, costs of suit,
17 including reasonable attorneys' fees; and such further relief as the Court may
18 deem proper.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

A. For certification of the proposed Class as defined above;

B. For an order appointing Plaintiff as representative of the Class and the law firms of Terrell Marshall Law Group PLLC and Werman Salas P.C. as Class Counsel;

C. For a trial by jury;

D. For a declaration that Plaintiff and Class members' ISAs are null and void;

E. For injunctive and declaratory relief prohibiting all of Defendants' unfair or deceptive conduct, including by prohibiting them from:

i. Failing to comply with all provisions of Wash. Rev. Code 28C.10 *et seq.*;

ii. Entering into ISAs with residents of the State of Washington;

iii. Engaging in any activities designed to collect amounts allegedly owed under the illegal agreements;

iv. Misrepresenting in contracts and communications that consumers can earn specific amounts after undergoing Prehired's training program.

1 F. For an award of disgorgement of all amounts Plaintiff and Class
2 members paid under the ISAs during the class period;

3 G. For an award of actual damages;

4 H. For an award of treble damages as allowed by Washington law;

5 I. Attorneys' fees and costs of suit, including expert witness fees, and
6 prejudgment interest;

7 J. The ability to amend this Complaint to conform to the evidence
8 obtained during the course of this action; and

9 K. Such other relief as the Court deems just and proper.

10 RESPECTFULLY SUBMITTED AND DATED this 15th day of April, 2022.

11 TERRELL MARSHALL LAW GROUP PLLC

12 By: /s/ Jennifer Rust Murray, WSBA #36983
Jennifer Rust Murray, WSBA #36983

13 By: /s/ Blythe H. Chandler, WSBA #43387
14 Blythe H. Chandler, WSBA #43387

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- Exhibit A -

02/15/2020

Prehired - Prehired Science-Based Sales

APL_11384

INCOME SHARE AGREEMENT (ISA) DISCLOSURE STATEMENT

RIGHT TO CANCEL

You have a right to cancel your ISA, without penalty, within (7) day(s) (The "Cancellation Period"). If you cancel prior to the Cancellation Period, your ISA will be terminated at no cost to you, and you will not have any further obligations.

You may also have Program specific cancellation rights – please refer to your Program materials for further information.

ISA Amount	Income Share	Required Payments	Minimum Threshold ("Floor")	Payment Cap ("Ceiling")
\$15,000.00	12.5% <small>Includes AutoPay Discount</small>	48	\$40,000.00	\$30,000.00

ABOUT YOUR ISA

An Income Share Agreement "ISA" is not credit or a loan, and the amount you will be required to pay: (i) may be *more or less* than the ISA Amount provided to you; and (ii) will vary in proportion to your future income. An ISA does not give us any rights regarding your choice of career or employment pursuits.

Your Income Share percentage ("ISP") is variable, and includes a 1.00% for voluntary enrollment in automatic (ACH) payments. If automatic payment is not established, or if it is selected but then discontinued during repayment, your ISP may be 1.00% higher.

Prehired has agreed to provide you with access to Prehired Science-Based Sales (the "Program"), in exchange for your promise to pay the Income Share during the Contract Term.

Your payments will be waived when you are earning *less than \$40,000.00* per year, (equivalent to **\$3,333.33** on a monthly basis).

WHEN DO YOUR PAYMENTS BEGIN?

Your payments will **not** begin until:

- 1) Your gross-earnings meet or exceed the Minimum Threshold; **and**
- 2) You have completed (or withdrawn from) the Program.

Unless your Program offers you an extended grace period, your first Monthly Payment will be due on the first business day of the month after items (1) and (2) above have occurred.

WHEN DO YOUR PAYMENTS FREEZE?

With an ISA, you will have NO monthly payments whenever your pre-tax income is less than \$40,000.00 per year, (equivalent to monthly gross-income of \$3,333.33).

FULFILLING YOUR PAYMENT OBLIGATION:

There are several ways you can end your ISA. Your payment obligations under the ISA will terminate upon the first to occur of:

- (a) you make your Required Payments;
- (b) your aggregate amount of payments reaches the Payment Cap; or
- (c) at the end of the Payment Window;

Since payments are automatically waived whenever you are earning less than the Minimum Threshold, we have **96** months (the "Payment Window") to collect **48** Required Payments. At the end of the Payment Window, your ISA Contract will terminate, even if you made less than all Required Payments. Certain situations of voluntary withdrawal from the labor force may extend your Maximum Payment Window by one month for each month of such voluntary withdrawal.

CAN YOU END YOUR PAYMENT OBLIGATION EARLY?

You may terminate your ISA early at any time,, by paying the applicable incremental Payment Cap listed below: (less any payments already made) (plus any outstanding fees owed).

Contract Term (months)	Incremental Payment Cap
1 - 12	\$30,000.00
13 - 24	\$30,000.00
25 - 36	\$30,000.00
37+	\$30,000.00

CONSUMER INCENTIVES:

The above advertised ISP is inclusive of a 1.00% AutoPay discount, which is available for those who choose to enroll in autopay via direct debit-ACH transfer from your designated bank account. You may choose to un-enroll from AutoPay at any time, in which case, you will no longer be eligible for this discount, and your ISP may increase by 1.00%.

Please refer to your Program course packet to learn about other consumer incentives which may further lower your Monthly Payments or Income Share!

FEES:

The following fees may apply, subject to applicable law:

Fee	Fee Amount	Description
Application Fee	\$0.00 One time	This is a one-time, non-refundable fee relating to costs and expenses incurred in processing your application.
Late Payment Fee	\$50.00 Per occurrence	Monthly Payments are due on the first of the month during the Contract Term. Late payments will incur a per-occurrence fee of \$50.00.
Check Processing Fee	\$25.00 Per check	We may charge a check processing fee for each payment you make via a check, subject to applicable law.
Returned/ Stopped Check Fee	\$15.00 Per occurrence	If ACH transfers or checks fail due to insufficient funds or are rejected or returned for any other reason.
Service Fees	Variable	You may be required to pay for certain optional value-added services that you request, such as overnight mail, expedited payments, faxes, etc. The amount of each Service Fee will be clearly disclosed to you beforehand.

PAYMENT ILLUSTRATION

An ISA is different from a loan (which has principal and interest payments) or a conventional tuition payment plan (which requires payment in full and may include interest charges or a finance charge in the form of a processing fee). An ISA requires you to pay a fixed percentage of your earned income each month for up to a maximum number of Required Payments. The table below compares illustrative monthly and total ISA payments and the number of payments required for different levels of earned income.

Payment Breakdown

* This is a hypothetical breakdown by annual income.

Annual Income	Monthly Payment	Total Payments in Year 1	Total Payments in Year 2	Total Payments in Year 3	Total Payments in Year 4
\$39,000	\$0	\$0	\$0	\$0	\$0
\$57,600	\$648	\$7,776	\$7,776	\$7,776	\$6,672
\$61,200	\$689	\$8,262	\$8,262	\$8,262	\$5,214
\$64,800	\$729	\$8,748	\$8,748	\$8,748	\$3,756
\$68,400	\$770	\$9,234	\$9,234	\$9,234	\$2,298
\$72,000	\$810	\$9,720	\$9,720	\$9,720	\$840
\$75,600	\$851	\$10,206	\$10,206	\$9,588	\$0
\$79,200	\$891	\$10,692	\$10,692	\$8,616	\$0
\$82,800	\$932	\$11,178	\$11,178	\$7,644	\$0
\$86,400	\$972	\$11,664	\$11,664	\$6,672	\$0
\$90,000	\$1,013	\$12,150	\$12,150	\$5,700	\$0

DOCUMENTATION REQUIREMENTS

In order to verify your income, we will collect the following items from you prior to your initial employment, if your income changes, and also to perform annual account reconciliations. This is designed to ensure you are always paying the proper amount under your ISA.

<i>By the end of the Grace Period</i>	<i>By April 30 each year and every time your income changes</i>
<p>A pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source (dated within 30 days).</p> <p>This is used to calculate your <i>initial</i> required payments.</p>	<ol style="list-style-type: none"> 1. By April 30 each year, a year-end pay stub, Form W-2, Form 1099, or Schedule K-1 for all sources of earned income and validation of the dates of your employment (showing <i>prior</i> year’s earnings). This is used for <i>reconciliation</i>. You must reimburse us for any underpayments, and we will credit your account for any overpayments—or refund the excess amount if your payment term has ended. 2. Every time your income changes and by April 30 each year, a pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source (showing <i>current</i> earnings). This is used to <i>re-calculate</i> your required payments. 3. At our request, a completed and signed IRS Form 4506-T or Form 4506T-EZ (or any successor form), designating us as the recipient of your tax return information for returns covering any and all months of your payment obligation, dated not earlier than 30 days before the date you provide it to us.

**Prehired - Prehired Science-Based Sales
APL_11384**

INCOME SHARE AGREEMENT

This Income Share Agreement ("**Agreement**"), is by and between Prehired ("**Funder**", and together with any successor, assign, agent or designee the "**Company**") and [REDACTED] ("**Recipient**"). Company and Recipient are each collectively the "**Parties**"; and individually, each a "**Party**". Recipient may also be referred to as "**you**," and "**your**"; and Company may also be referred to as "**we**," "**our**," "**us**".

This Agreement is not credit or a loan, and the amount you will be required to pay (i) may be *more or less* than the amount provided to you; and (ii) will vary in proportion to your future income.

This Agreement does not give us any rights regarding your choice of career or employment pursuits. Accordingly, you will have payment obligations under this Agreement *even if you choose* a career (or receive income) unrelated to your Program.

For good and valuable consideration, Company agrees to provide you with access to the Program, in exchange for which, you agree to pay Company the Income Share during the Contract Term, subject to the following terms:

1. **Definitions.** Terms not elsewhere defined in this Agreement shall have the following meanings:
 - a. "**Business Day**" means Monday through Friday, *except* for federal holidays when New York banking institutions are closed.
 - b. "**Contract Term**" means the period you have payment obligations under this Agreement. The Contract Term commences on the Effective Date and will expire at the earliest of: (i) Early Termination pursuant to Section 2; (ii) once you satisfy your Required Payments *or* reach the Payment Cap; or (iii) expiration of the Payment Window.
 - c. "**Designated Account**" means the bank account designated by you for our use in connection with verifying your identity and Earned Income.
 - d. "**Earned Income**" means your total wages, compensation, gross income from self-employment, and other income, as reported or required to be reported for income tax purposes. Earned Income may include another revenue source besides your own employment if you have voluntarily chosen to not seek employment and you are receiving significant revenue from another source. Notwithstanding the foregoing, Earned Income shall not include: (i) the income of your children; (ii) any amount paid to you under title II or XVI of the Social Security Act or under a State program funded title IV under such Act; or (iii) any amount received by you under the Child Nutrition Act of 1966.
 - e. "**Effective Date**" means the date this Agreement is accepted and countersigned by Company.
 - f. "**Estimated Income Documentation**" means, for each source of your Earned Income, a copy of any pay stub or letter from your employer containing your salary information, a self-employment contract, a consulting agreement, a good faith estimate of your self-employment income for the current calendar year (along with supporting documentation), or other verifiable source acceptable to us.

- g. **"Final Income Documentation"** means, for each source of your Earned Income, a year-end pay stub, Form W-2, Form 1099, Schedule K-1, or other verifiable source acceptable to us.
- h. **"ISA Amount"** means \$15,000.00, which represents the cash price associated with the Program.
- i. **"Income Share"** means the percentage of your Earned Income you will pay during the Contract Term. Your Income Share is 12.5% (inclusive of an AutoPay Discount) and is subject to adjustment based on your: (i) election of any applicable consumer benefits and (ii) your Account Reconciliation, as described herein.
- j. **"Monthly Payment"** means the dollar amount you will share with us on a monthly basis; and is calculated as your (A) Income Share *multiplied* by (B) your monthly Earned Income. Your Monthly Payments will fluctuate with changes in your Earned Income.
- k. **"Payment Cap"** (or **"Ceiling"**) means the maximum amount you might pay under this Agreement, not including any fees and collection costs. Your maximum Payment Cap is \$30,000.00. You may also be eligible for incremental Payment Caps as set forth in the chart below.

Contract Term (months)	Incremental Payment Cap
1 - 12	\$30,000.00
13 - 24	\$30,000.00
25 - 36	\$30,000.00
37+	\$30,000.00

- l. **"Payment Window"** means 96 months, and represents the maximum period of your obligations under this Agreement. Your Payment Window will commence on the month that your first Monthly Payment is made. Certain situations of voluntary removal from the the workforce may extend your Payment Window as set forth in Section 8 below.
- m. **"Person"** means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization or other entity.
- n. **"Program"** means Prehired Science-Based Sales.
- o. **"Required Payments"** means the number of Monthly Payments you are required to make whenever your Earned Income is greater than the Minimum Threshold. You have 48 Required Payments.
- p. **"Minimum Threshold"** (or **"Floor"**) means a pre-tax annual Earned Income of *less* than \$40,000.00 (equivalent to \$3,333.33) on a monthly basis (the **"Monthly Minimum Threshold"**).

2. **Cancellation and Early Termination.**

- a. **Cancellation.** You have a right to cancel this Agreement, without penalty, within 7 Business Days from the Effective Date (the **"Cancellation Period"**). If you cancel *prior* to the Cancellation Period, this Agreement will be terminated at no cost to you, you will be withdrawn from the Program, and you will not have any further obligations.
- b. **Partial Refunds.** If you withdraw from the Program *after* the Cancellation Period, you may be entitled to a pro rata reduction in your Income Share *or* the length of the Payment Term, in accordance with your Program’s admission policy. Please refer to your Program guidelines for the Company’s additional refund procedures.
- c. **Early Termination.** You may terminate your ISA early at any time by paying us: (i) the applicable Payment Cap (ii) *less* all previous Monthly Payments, (iii) *plus* any outstanding fees (the **"Prepayment Amount"**).

3. **Timing and Payments.**

- a. Grace Period.** Your payments will not begin until (i) your Earned Income meets or exceeds your Minimum Threshold, and (ii) you have completed (or withdrawn from) the Program. Unless your Program offers you an extended grace period, your first Monthly Payment will be due on the first Business Day of the month after items (i) and (ii) above have occurred.
- b. Monthly Payments.** Monthly Payments are due on the 1st Business Day of each month during the Contract Term. If you enroll in AutoPay, a different monthly payment date may be selected by us. Your initial Monthly Payment will be calculated based on your Estimated Income Documentation. If you fail to provide such documentation (and do not qualify for Deferment), we may assume that your starting Earned Income matches the average full-time income for occupations directly related to your Program.
- c. Payment Amount.** Your Monthly Payment is calculated as: (A) your Income Share *multiplied* by (B) your monthly Earned Income. All payments shall be applied first to fees, if any, and then to the Monthly Payment as due.
- d. Payment Deferment.** In any month during which your monthly Earned Income is *less than* your Monthly Minimum Threshold, your Monthly Payment will be zero (\$0.00).
- e. Payment End-Date.** Your Monthly Payments will end upon the earliest to occur of: (i) you make all your Required Payments; (ii) you have cumulatively paid an amount equal to the applicable Payment Cap (plus any required fees); or (iii) you reach the end of your Payment Window. If you make all required payments on time during your Contract Term, you will not owe anything at the end of your Contract Term even if your total payments are less than the ISA Amount.

4. **Electronic Fund Transfers.**

- a. AutoPay Discount.** An Income Share Percentage discount of 1.00% is available for voluntarily enrolling into automatic electronic fund transfers ("**AutoPay**"). If AutoPay is not established, or is established, and then discontinued at any time during the Contract Term, you will no longer be eligible to receive this discount and your Income Share Percentage may increase by 1.00%. This discount may also be suspended upon the occurrence of an Event of Default.
- b. AutoPay Authorization.** By authorizing AutoPay, you agree to pay all amounts you owe (including Monthly Payments, any fees, and Reconciliation Amounts) from your Designated Account by authorizing us to debit your Designated Account by ACH electronic fund transfer for such amount due, when due, during the Contract Term.
- c. Revocation of AutoPay.** You have the right at any time to revoke your prior authorization for electronic funds transfers, by providing written notice of such revocation (to be signed and uploaded to your customer portal) at least three (3) Business Days' prior to a scheduled payment. Revocation of AutoPay will make you ineligible for any AutoPay discounts and any Income Share Percentage discounts you received for enrolling in AutoPay will be discontinued.

- 5. Annual Account Reconciliation.** On or before April 30th each year during the Contract Term (and on April 30 following the end of the Contract Term), you agree to: (i) complete and sign an IRS Form 4506T (or any successor form) designating us as a recipient of your tax return information for returns covering all months of your Contract Term; and (ii) provide us with your Final Income Documentation for each source of Earned Income in the prior calendar year. We will use your Final Income Documentation to determine whether the payments you made in the prior calendar year were more or less than owed. If you underpaid, we will bill you for, and you agree to pay, the difference (the "**Reconciliation Amount**"). If you overpaid, we will apply excess amounts first to unpaid fees and then as a credit toward future payments due. If you overpaid in the final year of your Contract Term, we will refund to you the excess

amounts after a final accounting is performed.

6. **Adjustment of Monthly Payments.** We may re-estimate your Monthly Payments periodically, and on each June 1st following the Effective Date. You have two options:
 - a. On or before April 30th, you can provide us with Estimated Income Documentation for each source of Earned Income for the current calendar year, which we will use to re-estimate your Monthly Payments.
 - b. If you do not to provide us with Estimated Income Documentation, we may assume your monthly Earned Income is *the greater of*: (i) such level that your Monthly Payment obligations would approximately equal such amount required to return the Payment Cap over your remaining Required Payments, or (ii) your average monthly Earned Income from the previous six (6) months of employment. Since this is only an estimate of your Earned Income, it may result in Monthly Payments that are either higher or lower than what you actually owe; and therefore, subject to future Account Reconciliation
 - c. Notwithstanding the above paragraph, If you supply us with income verification information within 180 days of our assuming an Earned Income level under paragraph (b) above, you shall be entitled to have any payments that were made in excess of your actual obligation either refunded or credited to future obligations under this Agreement.
7. **Income Verification.** You agree to inform us of any changes in your monthly Earned Income upon our written request, and in any event, within thirty (30) days of such change by uploading an updated Estimated Income Documentation to your customer portal. In order to verify your Earned Income, you grant Company and its agents the right to access and transmit your personal and financial information from your Designated Account, and that we may verify your income independently using a number of sources, including consumer reporting agencies, third party databases, technology, and we may contact your employers, who you authorize to disclose to us, all forms of cash and non-cash compensation paid or provided to you. If information made available to us shows that your Earned Income has changed, we may modify your Monthly Payments even if you did not provide updated Estimated Income Documentation.
8. **Payment Deferment.**
 - a. In any month during which your monthly Earned Income is *less than* your Monthly Minimum Threshold, your Monthly Payment will be zero (\$0.00) ("**Deferment**"); *provided however*, your account must be current and in good standing at the commencement of any Deferment period. To qualify for Deferment, you must upload to your customer portal documentation verifying the circumstances for Deferment ("**Deferment Documentation**"). Upon our receipt and satisfactory verification of such Deferment Documentation, your account will go in Deferment status for the next upcoming Monthly Payment after which all requested Deferment Documentation has been properly completed and verified. During Deferment, you must provide us with updated Deferment Documentation as requested to maintain eligibility for Deferment. You must notify us within five days if your monthly Earned Income increases to above the Monthly Minimum Threshold.
 - b. In limited circumstances we may extend your Payment Window by one month for each month of Deferment, up to an additional sixty months, if you: (i) enroll in a program of study at a college/university or a proprietary or vocational education program that provides a more advanced degree or certification; (ii) are living or traveling outside of the United States and not making any Monthly Payments; or (iii) have voluntarily abandoned the labor force and not actively seeking employment; *provided however*, if you have voluntarily chosen to not seek employment but you are receiving significant revenue from another source, we may calculate your Earned Income by considering such other revenue sources.
9. **Limitation on Income Share Agreements.** You agree that you have not, and will not, enter into additional income-share agreements with us or any other Person that, in the aggregate, exceed twenty percent (20%) of your Earned Income.

10. **Notice of Material Changes.** You agree to notify us by updating your customer portal within four Business Days of any change in your:
- a. primary residence, phone number or email, or any other material change to information previously provided;
 - b. employment status, including both terminations of employment and any new employment;
 - c. monthly Earned Income;
 - d. joint filing tax status (so we may exclude earnings of your spouse from the calculation of your Earned Income);
 - e. Designated Account for purposes of Earned Income verification; and
 - f. Deferment status.
11. **Default and Remedies.**
- a. **Default.** Without prejudice to our other rights and remedies hereunder, any one or more of the following events shall constitute an "**Event of Default**" under this Agreement: (i) your failure to make any payment (including Monthly Payments, Reconciliation Amounts, or fees) in full and on time as such payment becomes due, and such failure is not cured within fifteen days of the date when due (a "**Material Breach**"); (ii) your failure to provide Final Income Documentation, Estimated Income Documentation or Deferment Documentation within thirty days following its respective due date; (iii) your failure to provide us a completed and signed IRS Form 4506-T (or any successor form) within thirty days of our request; (iv) your failure to provide to us a Notice of a Material Change within ten days following its due date; or (v) your violation of Section 12 (Truthfulness of Application) or any other provision of this Agreement that impairs our rights, including but not limited to our receipt of information we deem to be materially false, misleading or deceptive.
 - b. **Remedies Upon Default.** Upon the occurrence of an Event of Default, you acknowledge and agree that we may elect to enforce all legal rights and remedies in the collection of such amounts that are due and all related fees. You further acknowledge and agree to indemnify, pay and reimburse all of our court costs, reasonable attorneys' fees, and other collection costs relating to such Event of Default (including our fees and costs due to your bankruptcy or insolvency, if applicable) to the extent permitted by applicable law. Upon the occurrence of an Event of Default we may assign our interest in and to this Agreement to a third-party, thereby vesting in such third-party all rights, powers and privileges of Company hereunder. Any delay in exercising any of these rights shall not constitute a waiver of such rights.
 - c. **Liquidated Damages for Material Breach.** The Parties acknowledge and agree that quantifying losses arising from a Material Breach is inherently difficult because your future income is not currently known nor is your full income potential over the Contract Term. Accordingly, upon the occurrence of a Material Breach that remains uncured after our notice and demand, we may elect to recover liquidated damages from you calculated as either: (i) the ISA Amount (if such Material Breach occurs prior to the first anniversary of the Effective Date) or (ii) the applicable Payment Cap *less any* Monthly Payments made to date (if such Material Breach occurs after the first anniversary of the Effective Date) ("**Liquidated Damages**").
 - d. You acknowledge and agree that the harm caused to us by an uncured Material Breach would be impossible or very difficult to accurately estimate at the time of contract, and therefore, the above Liquidated Damages are not a penalty, but rather, a reasonable estimate of the anticipated or actual harm that might arise from such an Event of Default based upon our expected investment returns by providing to you the Program in exchange for your promise to pay the Income Share over the Contract Term.
12. **Truthfulness of Application.** You represent and warrant that: (a) all information provided in connection with your application is true and accurate and you have not provided any false, misleading or deceptive statements or omissions of fact; (b) you have never been convicted of a felony or of any crime involving dishonesty or breach of trust under any federal or state statute, rule or regulation; (c) you are

not contemplating bankruptcy and you have not consulted with an attorney regarding bankruptcy in the past six months; (d) you are at least 19 years of age and the age of majority in your state of current residence; (e) you are a U.S. citizen or permanent resident of the United States; (f) during the Contract Term, you will not conceal, defer or transfer any of your Earned Income for the purpose (whether directly, indirectly, incidental or intentional) of avoiding/reducing you payment obligations hereunder; (g) you will timely and fully provide all information and documentation as required or requested under this Agreement, and such information shall be true, complete and accurate in all respects; (h) you will keep accurate records relating to your Earned Income; and you will retain copies of such information for one full year following the end of the Contract Term; and (i) you have filed all federal tax returns and reports as required by law, they are true and correct in all material respects, and you have paid all federal taxes and other assessments due.

13. **Tax Reporting.** You acknowledge that the federal and state income tax consequences of income share agreements are not certain, and that we have not provided you with any tax advice whatsoever. Notwithstanding the foregoing, recognizing that all Parties are best served by consistent, good faith tax reporting of the transaction in accordance with what the Parties believe to be its economic substance, you agree to report this transaction for all income tax purposes as a financial contract, where the amount of your Income Share payments shall be treated: (i) *first*, with respect to so much of such amount as does not exceed the ISA Amount, as a recovery of investment (with a corresponding reduction in basis) in the contract; and (ii) *second*, as income on the contract which is includible in gross income. You acknowledge that you have had an opportunity to consult with your own trusted advisors about the tax consequences of this Agreement.
14. **Customer Identification Policy.** To help the government fight the funding of terrorism and money laundering activities, we will obtain, verify and record information that identifies each person who enters into this Agreement. What this means for you: when you enter into this Agreement, we reserve the right to ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents, or for you to provide true and correct copies to us.
15. **Communications & Reminders.**
- a. You understand and agree that we may monitor and/or record any of your phone conversations with us. We may deliver any documents or notices related to this Agreement by electronic means. You agree to receive such documents or notices by electronic delivery and to participate through an on-line or electronic system established and maintained by us or a third party designated by us.
 - b. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about payment due dates, missed payments and other important information. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded in your voicemail. You give us your permission to call or send a text message to any telephone number you provide us now or in the future and to play pre-recorded messages or send text messages with information about this Agreement over the phone. You also give us permission to communicate such information to you via electronic mail. You agree that we will not be liable to you for any such calls or electronic communications, even if information is communicated to an unintended recipient. You understand that, when you receive such calls or electronic communications, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services. You agree that we have no liability for such charges.
16. **ISA Administration.** The Funder has designated as its agent, Meratas Inc. and/or its affiliates ("**Administrator**") to manage the customer portal, and in doing so, Administrator has been given the authority to act on behalf of Funder; including to verify your employment status; monitor your Earned Income; process payments and perform account reconciliations. In connection with our administration of your ISA, you consent to our use of your information or data to collect and analyze relating to the provision, use, and performance of this Agreement, related systems and technologies; and for use in other lawful business development and diagnostic purposes.

17. **Consent to Income Verification; Credit Reporting.** You authorize us to obtain your credit report, verify the information that you provide to us, and gather additional information that may help us assess and understand your performance under this Agreement. You understand and agree that we may verify your information (including employment and income verification) using a number of sources, including but not limited to consumer reporting agencies, third party databases, your past, present or prospective employers and any personal referrals you provide to us. You also understand and agree that we may obtain a credit report and gather additional information, including from the sources described above, in connection with the review or collection of your Agreement. If you ask, you will be informed whether or not we obtained a credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You consent to our sharing of your information with our affiliates and financing parties, which we will do using reasonable data security procedures. You authorize us to report information about this Agreement to credit bureaus. Although this Agreement is not "a loan or other debt or credit instrument," we may inform credit bureaus about your positive payment behavior when you make payments as agreed. However, this also means that late payments, missed payments or other defaults under this Agreement may be reflected in your credit report.
18. **Entire Agreement. Amendments and Waivers.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between you and us relating to the subject matter hereof. Only to the extent as necessary to comply with developing federal or state laws as may be applicable to ISAs, we may amend this Agreement by providing you notice via the customer portal or to your address as designated therein. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
19. **Notice and Cure.** Prior to initiating a lawsuit regarding a Claim, the party asserting the Claim (the "**Complaining Party**") shall give the other party (the "**Defending Party**") written notice of the Claim (a "**Claim Notice**") and a reasonable opportunity, not less than 30 days, to resolve the Claim. If we are the Complaining Party, we will send the Claim Notice to you at your e-mail and/or physical mail address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. As used herein, "**Claim**" (i) means any past, present or future claim, dispute or controversy, regardless of the legal theory on which it is based, arising out of, relating to or in connection with this Agreement, or that arises from or is related to any relationship resulting from this Agreement; and (ii) has the broadest possible meaning and includes initial claims, counterclaims, crossclaims, and third-party claims.
20. **Jurisdiction and Venue.**
- a. The Parties irrevocably and unconditionally submit to the jurisdiction of the United States District Court for the Southern District of New York and New York state courts located in New York City and waive any objection to transferring any action, suit or proceeding arising out of this Agreement to such court. Each of Company and Recipient hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (a) any Claim that it is not personally subject to the jurisdiction of the above-named court for any reason other than the failure to lawfully serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court, and (c) to the fullest extent permitted by applicable law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, and (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts
 - b. Notwithstanding the above, if a Claim by the Company against you is cognizable in a small claims court (or your state's equivalent court) having jurisdiction over such Claim, the Company may pursue such Claim in that small claims court; however, if the Claim is transferred, removed, or appealed to a

different court, it shall be resolved in accordance with Section 20(a) above. Nothing in that small claims court lawsuit shall constitute a waiver of any Party's rights under this Agreement with respect to Claims asserted in any related or unrelated lawsuits. Moreover, any dispute concerning the validity or enforceability of this Agreement or any part thereof (including, without limitation, the class action waiver below) must be decided in accordance with Section 20(a) above.

21. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AGREEMENT, INSTRUMENT OR OTHER DOCUMENT CONTEMPLATED HEREBY OR RELATED HERETO AND IN ANY ACTION DIRECTLY OR INDIRECTLY RELATED TO OR CONNECTED WITH THE ISA PROVIDED FOR HEREIN, OR ANY CONDUCT RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF SUCH ISA OR ARISING FROM THE RELATIONSHIP OF ANY OF THE PARTIES HERETO. RECIPIENT ACKNOWLEDGES THAT THIS WAIVER MAY DEPRIVE IT OF AN IMPORTANT RIGHT AND THAT SUCH WAIVER HAS KNOWINGLY BEEN AGREED TO BY RECIPIENT.
22. **CLASS ACTION WAIVER.** RECIPIENT ACKNOWLEDGES AND AGREES THAT ANY CLAIM YOU MAY HAVE AGAINST COMPANY, INCLUDING COMPANY'S PAST OR PRESENT EMPLOYEES OR AGENTS, SHALL BE BROUGHT INDIVIDUALLY AND YOU SHALL NOT JOIN SUCH CLAIM WITH CLAIMS OF ANY OTHER PERSON OR ENTITY OR BRING, JOIN OR PARTICIPATE IN A CLASS ACTION AGAINST COMPANY.
23. **Successors and Assigns.** Company may assign and grant participations in this Agreement to other Persons, in which case, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of Company's successors and assigns. This Agreement is personal to Recipient so you may *not* assign any of your rights, benefits or obligations under this Agreement, except with our prior written consent, and any such attempted assignment without such consent shall be null and void.
24. **Notices.** Any notice, demand or request under this Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient when sent by email, delivered through the customer portal, or two (2) Business Days after being deposited in the U.S. mail as certified or registered mail with postage prepaid. All notices to Company shall be in writing signed by the Recipient and uploaded to the documentation center via your online customer portal.
25. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, then (i) such provision shall be excluded from this Agreement to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.
26. **Governing Law.** The validity, interpretation, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto and thereto shall be governed, construed, and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.
27. **Waiver Due to Death or Disability.** We will waive your obligations under this Agreement, upon your death or if you become totally and permanently disabled. If applicable, you or your estate must provide us with any tuition refund, which we will apply to the ISA Amount. If you would like to assert a waiver based on total and permanent disability, you will need to submit an application accompanied by a physician's statement and such other information or documentation that we may require, showing that you are unable to work in any occupation due to a condition that began or deteriorated after the Effective Date and that the disability is expected to be permanent. If we approve your disability waiver application, such waiver will only be effective as of the date of the completed and approved application.
28. **Execution; Electronic Signature.** Each Party agrees that electronic signatures are intended to authenticate this writing and to have the same force and effect as manual signatures. "**Electronic signature**" means any electronic sound, symbol, or process attached to or logically associated with a

record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time. Execution may be completed in counterparts, which together constitute a single agreement. Any copy of this Agreement (including a copy printed from an electronic image) shall have the same legal effect as an original.

- 29. **Marital Property.** If you are married or get married and file your taxes jointly with your spouse, you agree to provide evidence of your individual Earned Income so that we can exclude your spouse's income from your Monthly Payment. If you are married and live in Wisconsin on the date you sign this Agreement or during the Contract Term, your signature on this Agreement confirms that any financial obligation incurred as a result of this Agreement is being incurred in the interest of your marriage or family. If you are married and live in Texas on the date you sign this Agreement or during the Contract Term, you agree to hold your Earned Income in a separate bank account from your spouse.
- 30. THIS AGREEMENT REPRESENTS AN ARMS-LENGTH TRANSACTION. BY SIGNING BELOW, RECIPIENT ACKNOWLEDGES AND AGREES THAT YOU HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO REVIEW ITS TERMS AND CONDITIONS WITH YOUR OWN TRUSTED ADVISORS. NEITHER FUNDER NOR ADMINISTRATOR IS AN AGENT, FIDUCIARY OR ADVISOR OF RECIPIENT IN CONNECTION WITH THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NOT PROVIDED YOU WITH ANY LEGAL, ACCOUNTING, INVESTMENT, REGULATORY OR TAX ADVICE WITH RESPECT TO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have entered into this Income Share Agreement as of the Effective Date.

FUNDER

Prehired

By: 

Name: Josh Santos

Title: AUTHORIZED SIGNATORY

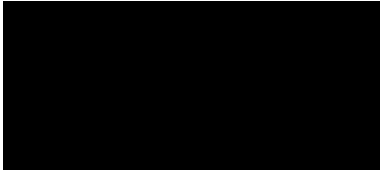
Date: 02/15/2020

RECIPIENT



By: 

Date: 02-13-2020



I consent to the [Electronic Funds Transfer Authorization](#) as specified.

Recipient IP: 50.37.240.21

Funder IP: 72.80.159.111

- Exhibit B -



DEPARTMENT OF JUSTICE
NEW CASTLE COUNTY
820 NORTH FRENCH STREET
WILMINGTON, DELAWARE 19801

KATHLEEN JENNINGS
ATTORNEY GENERAL

CIVIL DIVISION (302) 577-8400
FAX: (302) 577-6630
CRIMINAL DIVISION (302) 577-8500
FAX: (302) 577-2496
FRAUD DIVISION (302) 577-8600
FAX: (302) 577-6499
COMMON INTEREST COMMUNITY
OMBUDSPERSON (302) 577-8600
FAX: (302) 577-6499

March 8, 2022

Chief Magistrate Alan Davis
Justice of the Peace Court
5 East Pine St.
Georgetown, DE 19947

Via hand delivery with courtesy copy via e-mail (Alan.Davis@delaware.gov)

Re: Rule 57 Representation of Joshua Jordan o/b/o Prehired Recruiting, LLC

Dear Chief Magistrate Davis:

The Delaware Department of Justice Consumer Protection Unit ("CPU") has become aware of nearly 300 lawsuits recently filed by a newly-formed Delaware limited liability company called Prehired Recruiting, LLC through its Form 50 Agent Joshua Jordan. All but two of these lawsuits were filed against individuals who do not reside in Delaware and, upon information and belief, have no connection to this State. Similarly, the CPU does not believe that Prehired had any ties with Delaware until the formation of Prehired Recruiting, LLC in December 2021 for the purpose of filing these lawsuits—most, if not all of which, seek \$25,000 in alleged damages. The purpose of this letter is to convey the CPU's concerns with Mr. Jordan's ongoing Rule 57 representation of Prehired Recruiting, LLC.

Prehired describes itself as a "membership association" that provides "training, mentoring and networking to help you land a full-time sales job in a business-to-business (B2B) software company within about 12 weeks—even with no previous sales or tech experience."¹ Prehired claims that it only admits less than 5% applicants,² and that its program "typically takes about 60-120 hours over 6-12 weeks (about 10 hours per week),"³ though the program is video-based and self-paced.⁴ However, the CPU has spoken with one student that was able to complete the program in less than one week. While the CPU has opened an investigation into Prehired's claims and representations made to students and potential students, including those pertaining to the income share agreements giving rise to Prehired's lawsuits, its most immediate goal is preventing imminent harm to the hundreds of consumers who have already been sued.

¹ Prehired FAQ, "What is Prehired?" available at <https://www.prehired.io/faq>.

² Prehired FAQ, "Since you admit less than 5% of applicants, what are you looking for?" and "Isn't your 'Six-Figure Sales Career Session' a sales pitch in disguise?" available at <https://www.prehired.io/faq>

³ Prehired FAQ, "How long does it take to complete the first course?" available at <https://www.prehired.io/faq>.

⁴ Prehired FAQ, "How can I finish my coursework faster than 12 weeks?" and "When's the next starting date for your program?" available at <https://www.prehired.io/faq>.

Form 50 agent representation is a privilege that may be revoked in the sole discretion of the Chief Magistrate.

Mr. Jordan is prosecuting these cases on behalf of Prehired Recruiting, LLC as a non-lawyer agent pursuant to Delaware Supreme Court Rule 57 and Justice of the Peace Court Form 50. As this Court explained in *In re Rule 57 Representation of Greentree Village Apartments* (C.A. No. JPCM-11-002, Nov. 28, 2011),⁵ the purposes of Rule 57 are two-fold. First, Rule 57 is "intended to allow artificial entities easier and less costly access to the Court." *Greentree Village Apartments* at p. 2. Second, Rule 57 is designed "to protect the Court from unauthorized or inappropriate representation of artificial entities." *Id.* The Supreme Court could not have been clearer on this point: "***The ability to represent an artificial entity or public body by a non-lawyer is a privilege, not a right, which may be revoked in the sole discretion of the Chief Magistrate.***" Supreme Court Rule 57(a)(9) (emphasis added).

While Rule 57 agents are not held to the full ethical standards of attorneys practicing in this State, "there is a heightened requirement of good faith and fair dealing required of such agents that is inherent in Rule 57 and the process of representation authorized under that Rule is such that agents must act in a manner benefitting the privilege to practice law in this limited capacity." *In re Rule 57 Representation by Lee Herbert* (C.A. No. JPCM-11-001, Aug. 2, 2011) at p.4.⁶ At a minimum, this requires "adherence to general principles of good faith, fair dealing and candor in written and oral communications with other parties to the Court." *Id.* The requirements of Rule 8.4 of the Delaware Lawyer's Rules of Professional Conduct⁷ also apply to Rule 57 agents. *Id.*

The standards for reviewing and sanctioning alleged breaches of behavior expected from a Form 50 agent are analogous to those employed in cases of alleged attorney misconduct. *See Greentree Village Apartments* at p. 3. After receiving a complaint, the Court assesses whether there is a

⁵ Available at <https://courts.delaware.gov/Opinions/Download.aspx?id=164240>.

⁶ Available at <https://courts.delaware.gov/Opinions/Download.aspx?id=162240>.

⁷ Rule 8.4. Misconduct.

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence improperly a government agency or official or to achieve results by means that violate the Rules of Professional Conduct or other law; or
- (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.

Chief Magistrate Davis

March 8, 2022

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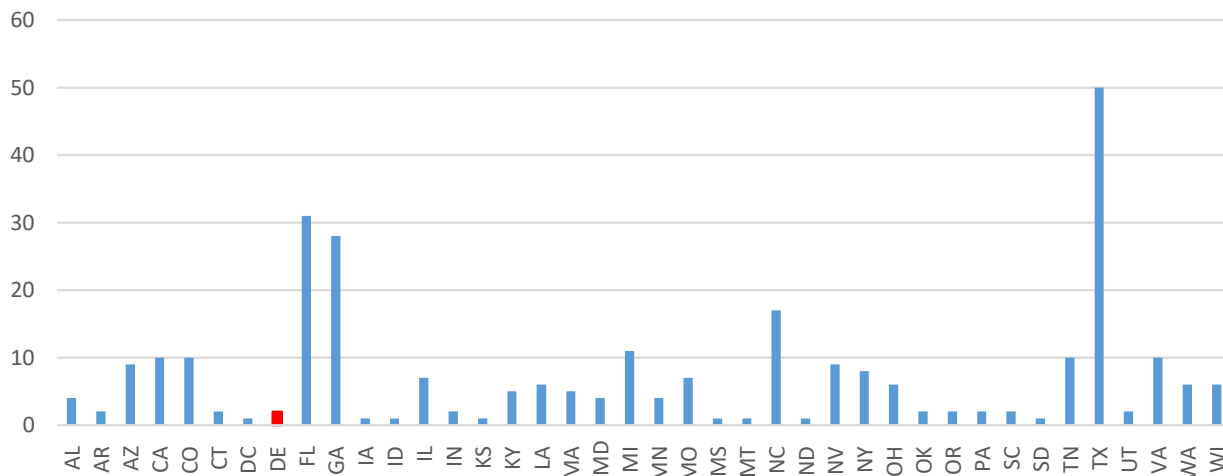
"reasonable inference of misconduct on the part of the Form 50 agent or the entity that they represent." *Id.* Upon such a finding, "the Court will conduct a further examination of the matter, reviewing public source documents and requesting information from interested parties." *Id.* If, after conducting this examination, the Court finds probable cause that misconduct has occurred, it will suspend the privileges of the entity or agent involved and schedule a hearing, at which time the agent or entity will have the opportunity to be heard and "show cause why the privilege of Form 50 representation should not be revoked." *Id.* The Court will ultimately make its determination using the preponderance of the evidence standard, "having to be convinced that, more likely than not, the actions of the entity or agents are a breach of the standards required under Rule 57 and/or [the agent's ethical standards]." *Id.*

There is probable cause that Mr. Jordan and Prehired Recruiting, LLC attempted to manufacture jurisdiction in this Court of over nearly 300 consumer lawsuits—only two of which have any *bona fide* connection to this State.

There appears to be probable cause that Mr. Jordan has engaged in misconduct in connection with the filing and prosecution of these lawsuits, as well as a likelihood that consumers will be harmed as a result. In the coming days and weeks, the CPU intends to serve Prehired with a subpoena and/or Civil Investigative Demand, but it will take time for the CPU to complete its investigation. In the meantime, some consumers may default or settle their cases, not because they believe they owe Prehired the money, but because the costs of defending these lawsuits—in terms of time, travel, and lawyers' fees—is simply too high. For the reasons set forth below, the CPU respectfully submits that Mr. Jordan's actions leading up to the filing of these cases, along with his post-filing conduct, warrant a review by this Court of whether he should be permitted to continue with his Rule 57 representation.

First, nearly all of these lawsuits were filed against out-of-state *consumers*, not businesses, who face substantial and expensive barriers defending themselves in a court that is hundreds or thousands of miles away from home. As illustrated below, ***all but two of the lawsuits are against non-Delaware residents***, with most defendants concentrated in the Southern and Southeastern United States:

Prehired Defendants by State



The Court is likely to lack personal jurisdiction over nearly all of the defendants, many of whom have probably had no contact whatsoever with Delaware and could not have reasonably anticipated being sued here. While full briefing on this issue is not necessary to resolve the question of Mr. Jordan's fitness to proceed as a Form 50 agent, the CPU remains available to the Court to provide amicus briefing or other assistance that may be desired.

The risk of harm to consumers nationwide is simply too great for Mr. Jordan (or any other non-lawyer agent selected by Prehired Recruiting, LLC) to continue these lawsuits without qualified legal counsel. Personal jurisdiction, service, and venue are all issues of Constitutional import. It is fundamentally unfair that nearly 300 individual defendants should each be forced to hire an attorney to raise the same defect in Mr. Jordan's lawsuits because Mr. Jordan, who has a staggering **\$7,225,000.00** at stake,⁸ chose to proceed without the assistance of counsel.⁹ If there is a legal justification for keeping these lawsuits in Delaware, Prehired Recruiting, LLC can present that argument through a Delaware attorney fully bound by the Rules of Professional Conduct.

Second, Prehired Recruiting, LLC and Prehired, LLC appear to have both been recently formed as Delaware limited liability companies for the purposes of creating a nexus to this state. This may have misled consumer-defendants into believing that they had transacted with a Delaware entity when they had not. Upon information and belief, Mr. Jordan resides in South Carolina and Prehired has never conducted any business operations in Delaware. According to our review of Prehired's Better Business Bureau website on March 4, 2022,¹⁰ the company is located at 4900 Ohear Ave

⁸ This assumes that each lawsuit seeks \$25,000. 289 lawsuits x \$25,000/lawsuit = \$7,225,000.000.

⁹ It should also be noted that a dismissal for lack of personal jurisdiction, venue, or improper service is generally *not* a dismissal on the merits. Thus, the consumer-defendant could still be sued in his or her home jurisdiction, at which time he or she would be required to hire *another* attorney for representation in that case.

¹⁰ The website appears to no longer be available, but a screenshot as of March 4, 2022 is enclosed herewith.

Chief Magistrate Davis

March 8, 2022

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STE 100, North Charleston, SC 29405-5081. The CPU finds Prehired's assertion that it is conducting operations out of its registered agent's office disingenuous, at best.¹¹

There is a substantial risk that consumers will confuse Prehired, LLC, a *Delaware* limited liability company that is less than three months old with Prehired, LLC, a *Florida* limited liability company that appears to be the original creditor in most, if not all, of these cases.¹² Adding to this confusion, Mr. Jordan has alleged in the matter of *Prehired Recruiting LLC v. Mehmed Tiro*, JP13-22-000897 that "Plaintiff *as well as the original creditor* is a Delaware limited liability company..." (emphasis added).¹³ This does not appear to be true since the Delaware Prehired, LLC entity was not formed until three months *after* Mr. Tiro allegedly executed his contract.¹⁴

Third, as noted above, Prehired Recruiting LLC's cases seek aggregate damages in excess of \$7,000,000.00. Rule 57 was designed to provide cost-effective court access to plaintiffs but was not created so that this Honorable Court could serve as a national collection agency for out-of-state creditors holding claims against out-of-state defendants.

In sum, the CPU is gravely concerned about the imminent harm these lawsuits may cause consumers and is diligently working to determine whether Prehired has violated any consumer protection laws in the course of its dealings with students. I am available at the convenience of the Court in-person or via telephone or video conference and would be happy to provide to the Court whatever assistance or information would further the pursuit of justice in these matters.

Very truly yours,

/s/ Katherine M. Devanney

Katherine M. Devanney (#6356)

Deputy Attorney General

820 N. French St., Floor 5

Wilmington, DE 19801

302-683-8812

katherine.devanney@delaware.gov

Encl.

CC: Joshua Jordan
Prehired Recruiting, LLC

¹¹ See, e.g., Complaint, *Prehired, LLC v. Provins* (Case No. 2:22-cv-00384-MCE-AC, E.D. Cal. March 1, 2022) (Paragraph 1 alleges "Prehired, LLC is a Delaware Limited Liability Company whose principal place of business [is] located at 8 The Green, Suite 10588, Dover, DE 19901."). 8 The Green is the address of Prehired's registered agent, Northwest Registered Agent Service, Inc.

¹² Prehired was originally formed as preHired, LLC a South Carolina limited liability company, on May 14, 2017. On March 1, 2021, preHired LLC merged into Prehired LLC, a Florida limited liability company.

¹³ Response to Motion to Dismiss, *Prehired Recruiting, LLC v. Mehmed Tiro*, JP13-22-000897 (filed Jan. 26, 2022).

¹⁴ See Complaint, *Prehired Recruiting, LLC v. Mehmed Tiro*, JP13-22-000897 (filed January 27, 2022) (alleging that contract was signed on September 22, 2021).



Business Profile
Prehired, LLC
Sales Training

Contact Information

4900 Ohear Ave STE 100
North Charleston, SC 29405-5081

- Get Directions
- <http://prehired.io/go>
- (843) 790-2838
- 9:00 AM - 9:00 PM

Want a quote from this business?

Get a Quote

Customer Reviews

4.41/5

Average of 34 Customer Reviews

Read Reviews

Start a Review

Customer Complaints

7 complaints closed in last 3 years
4 complaints closed in last 12 months

Read Complaints

File a Complaint

BBB Rating & Accreditation



Accredited Since: 8/12/2019
Years in Business: 4

Customer Reviews are not used in the calculation of BBB Rating

Overview of BBB Rating

Products & Services

Membership to the Science-Based Sales® Association. Membership privileges include: online program, personal mentors, online community, live events, and job references for the purpose of thriving in a software sales career.

Business Details

Location of This Business
4900 Ohear Ave STE 100, North Charleston, SC 29405-5081

BBB File Opened: 9/5/2018

Years in Business: 4

Business Started: 5/14/2017

Business Incorporated: 5/14/2017 in SC, USA

Accredited Since: 8/12/2019

Type of Entity: Limited Liability Company (LLC)

Customer Complaints

7 Customer Complaints

Need to file a complaint? BBB is here to help. We'll guide you through the process. [How BBB Processes Complaints and Reviews](#)

File a Complaint

Most Recent Customer Complaint

Complaint Type: Problems with Product/Service **Status:** Answered 09/07/2021



PreHIRED is a lie. They hype you up by telling you that you can make 75k a year. The courses they teach you are outdated. For example. When they tried to teach me about hubspot. Also understand this is all online. So it's a video that plays and it...

[Read More](#)

Desired Outcome

Billing adjustment; Correction to a credit report; Not applicable

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

ELAINA REID, individually and on behalf of all others similarly situated,

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

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

Jennifer Rust Murray, Terrell Marshall Law Group PLLC 936 N. 34th St., Ste. 300, Seattle, WA 98103; 206-816-6603 jmurray@terrellmarshall.com

DEFENDANTS

PREHIRED, LLC, MERATAS, INC, and JOSHUA JORDAN

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

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

Attorneys (If Known)

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

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

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §1332

Brief description of cause: Violations of RCW 28C.10 et seq. and RCW 19.86 et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

April 15, 2022 /s/ Jennifer Rust Murray, WSBA #36983

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Washington

ELAINA REID, individually and on behalf of all others
similarly situated,

Plaintiff(s)

v.

PREHIRED, LLC, MERATAS, INC, and
JOSHUA JORDAN,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PREHIRED, LLC
c/o Registered Agent
Northwest Registered Agent Service, Inc.
8 The Green, Suite B
Dover, DE 19901

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jennifer Rust Murray, WSBA #36983
TERRELL MARSHALL LAW GROUP PLLC
Email: jmurray@terrellmarshall.com
936 N. 34th Street, Suite 300
Seattle, Washington 98103
Telephone: 206-816-6603

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date

SEAN F. McAVOY, Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Washington

ELAINA REID, individually and on behalf of all others
similarly situated,

Plaintiff(s)

v.

PREHIRED, LLC, MERATAS, INC, and
JOSHUA JORDAN,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MERATAS, INC
c/o Registered Agent
Northwest Registered Agent Service, Inc.
522 West Riverside Avenue, Suite N
Spokane, Washington 99201

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jennifer Rust Murray, WSBA #36983
TERRELL MARSHALL LAW GROUP PLLC
Email: jmurray@terrellmarshall.com
936 N. 34th Street, Suite 300
Seattle, Washington 98103
Telephone: 206-816-6603

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date

SEAN F. McAVOY, Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Washington

ELAINA REID, individually and on behalf of all others
similarly situated,

Plaintiff(s)

v.

PREHIRED, LLC, MERATAS, INC, and
JOSHUA JORDAN,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JOSHUA JORDAN
1650 Indy Drive
North Charleston, South Carolina 29405

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Jennifer Rust Murray, WSBA #36983
TERRELL MARSHALL LAW GROUP PLLC
Email: jmurray@terrellmarshall.com
936 N. 34th Street, Suite 300
Seattle, Washington 98103
Telephone: 206-816-6603

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date

SEAN F. McAVOY, Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Washington Consumer Alleges 'Fraudulent' Prehired Vocational School 'Scheme' Left Her \\$30K in Debt](#)
