

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

EVELYN DOUGLAS, Individually, and on Behalf  
of a Class of Similarly Situated Individuals,

Plaintiff,

– against –

TDS ENTERPRISES, INC. d/b/a MY BUSINESS  
VENTURE, a New York corporation, THOMAS  
STIDIRON, an individual, and JOHN HELLEIS,  
an individual,

Defendants.

Civil Action No.: 1:20-cv-3622

Civil Action

**CLASS ACTION COMPLAINT  
AND DEMAND FOR JURY TRIAL**

Plaintiff, Evelyn Douglas (“Plaintiff”), brings this action against TDS Enterprises, Inc. d/b/a My Business Venture (“MBV”), Thomas Stidiron (“Stidiron”), and John Helleis (“Helleis”) (collectively the “Defendants”), by and through her attorneys, individually and on behalf of all others similarly situated, and alleges as follows:

**INTRODUCTION**

1. This is an action by Plaintiff, a franchisee, on behalf of herself and all those similarly situated, against its franchisor, the Defendants MBV, and its principals, for violation of the New York Franchise Sales Act (“NYFSA”), in connection with the sale to Plaintiff of a franchise, in exchange for a fee, utilizing MBV’s marketing plan or system.

2. MBV sells to its customers, including Plaintiff, a web-based franchise system of selling products on-line for a specified period of time, referred to as an “eCommerce digital storefront.” MBV’s “digital storefront” includes website hosting, website services, custom logos, training, access to over 14,000 different products to sell (stored at a different location) and the full “turnkey” business for the franchisees including inventory provision and support, shipment of

products to customers and shipping update emails to customers. MBV sells the opportunity for individuals to work from home through their own on-line sales business platform, essentially a mini-amazon for individual business owners. Although MBV does not provide a name for the franchisee to use, this omission does not sidestep the legal obligations of a franchisor.

3. Defendants tricked Plaintiff and other franchisees into entering into contracts for franchise opportunities without making the legally required disclosures and without registering as a franchisor as required by law. These failures caused harm to Plaintiff and others similarly situated - - the omitted required information, disclosures, and registration deprived Plaintiff of the ability to make an informed decision and cost her approximately \$7,500 in lost fees plus additional costs, damages, and harm.

4. Since MBV was founded in the early 1990s, it has made millions of dollars through its unlawful business practices, and at the expense of its franchisees.<sup>1</sup> Plaintiff brings this action, on behalf of herself and those similarly situated, for relief accordingly.

## **PARTIES**

### **A. Plaintiff**

5. Plaintiff, Evelyn Davis, is a Nevada resident who lives in Las Vegas, Nevada. On or about September 17, 2019, Plaintiff purchased a franchise business from Defendants by entering into a “Purchase Agreement” with MBV.

### **B. Defendants**

6. Defendant, MBV, is a corporation organized under the laws of the State of New York. Defendant’s corporate headquarters are located at 732 Smithtown Bypass, Suite #302,

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<sup>1</sup> See, e.g. FranchiseOpportunities.com article entitled “A Business Profile – My Business Venture – Start Your Own Retail Business” by Bethaney Wallace, dated Feb. 2, 2018. <https://www.franchiseopportunities.com/blog/general-franchise-information/a-business-profile-my-business-venture-start-your-own-online-retail-business> (last visited August 6, 2020).

Smithtown, New York 11787. MBV is a franchisor, established in or about January 1996, and is in the business of selling franchise opportunities to individuals nationwide.

7. Defendant Stidiron is an individual and is the President and Chief Executive Officer of MBV. Stidiron regularly markets MBV as a franchise-style opportunity, and appears on franchise-related websites and marketing efforts to discuss same.

8. Defendant Helleis is an individual and the Vice President of Sales for MBV.

9. Both Stidiron and Helleis are principal executive officers or directors of MBV who materially aid in the overall form and function of MBV, and were involved in the transactions constituting the violations under the NYFSA, as described in detail herein.

10. Whenever, in this Complaint, reference is made to any act, deed or conduct of MBV or Defendants, the allegation means that MBV engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees or representatives who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of MBV.

### **JURISDICTION**

11. This Court has subject matter jurisdiction over this class action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum value of \$5,000,000, exclusive of interests and costs. There are more than 100 Class Members. At least one Class Member is a citizen of a different state than the Defendants.

12. This Court has personal jurisdiction over Defendants because MBV's principal place of business is located in New York, and Thomas Stidiron and John Helleis are residents of the State of New York.

## VENUE

13. Venue is proper in this District because Defendants reside or maintain a principal place of business in this district within the meaning of 28 U.S.C. §1391, and a substantial part of the acts and omissions alleged herein took place in this District, as the offer to sell franchises was made in this District.

## FACTUAL ALLEGATIONS

14. Plaintiff always wanted to purchase her own business, and when her father passed and left her a small inheritance, she decided to use that money to purchase a “turnkey” business opportunity from MBV.

15. More specifically, in or about fall 2019, Plaintiff was introduced to MBV based on an internet search for low-priced franchise opportunities.

16. On MBV’s sales website, <https://mbvsites.net/packages.html> (last visited August 10, 2020), MBV offers the following business opportunity/franchise packages:

**Pick Your Plan** and Let's Go!

Our Premier Plan is the most popular package while the Millennium Plan offers the most training for your investment.

ENTERPRISE	PREMIER	MILLENNIUM
#1	#2	#3
<a href="#">Sign up</a>	<a href="#">Sign up</a>	<a href="#">Sign up</a>
\$3995.00 One Time Payment*	\$4695.00 One Time Payment*	\$5995.00 One Time Payment*
5,000+ Product Superstore	5,000+ Product Superstore	5,000+ Product Superstore
Diamond Marketing Package	Titanium Marketing Package	Titanium Marketing Package
24 months Search Engine Submission	Lifetime Search Engine Submission	Lifetime Search Engine Submission
Custom Logo Included	Custom Logo Included	Custom Logo Included
All Features from MBV Upgrade 1 & 2	All Features from MBV Upgrade 1 & 2	All Features from MBV Upgrade 1 & 2
Starter Training Package with MBV University	Social Media Package Upgrade	Social Media Upgrade Package
Our Most Popular Package	Silver Training Package with MBV University	Website Verification Program
	Our Best Value Package	Professional E-Mail Package
		Platinum Training Package with MBV University
		Our Ultimate Package

Plaintiff's main point of contact at MBV was Defendant, Helleis, in his role as Vice President of Sales. At that time, Helleis recommended MBV as a great business opportunity, which was immediately-ready and a functionable "turnkey" business.

17. On September 17, 2019, Plaintiff entered into a "Purchase Agreement" with MBV, wherein Plaintiff purchased the following:



This Purchase Agreement ("Agreement") entered into and effective on the date shown below by and between MyBusinessVenture, ("MBV") and Client (as set forth below) for the purchase of the following:

MBV Website, MBV Shopping Cart, and Pay-Me-Now Gateway  
Diamond Marketing Package  
MBV Upgrade 1 and 2 and Custom Logo  
MBV University Starter Training Pkg (Instructor: K. Higgins)

18. In exchange for the foregoing, under the Purchase Agreement, Plaintiff initially paid MBV the sum of \$3,995.00.

19. After entering into the Purchase Agreement, Plaintiff paid an additional \$3,463.00 to MBV in furtherance of MBV's "turnkey" franchise opportunity, under their marketing plan and support, and at the direction of MBV representatives.

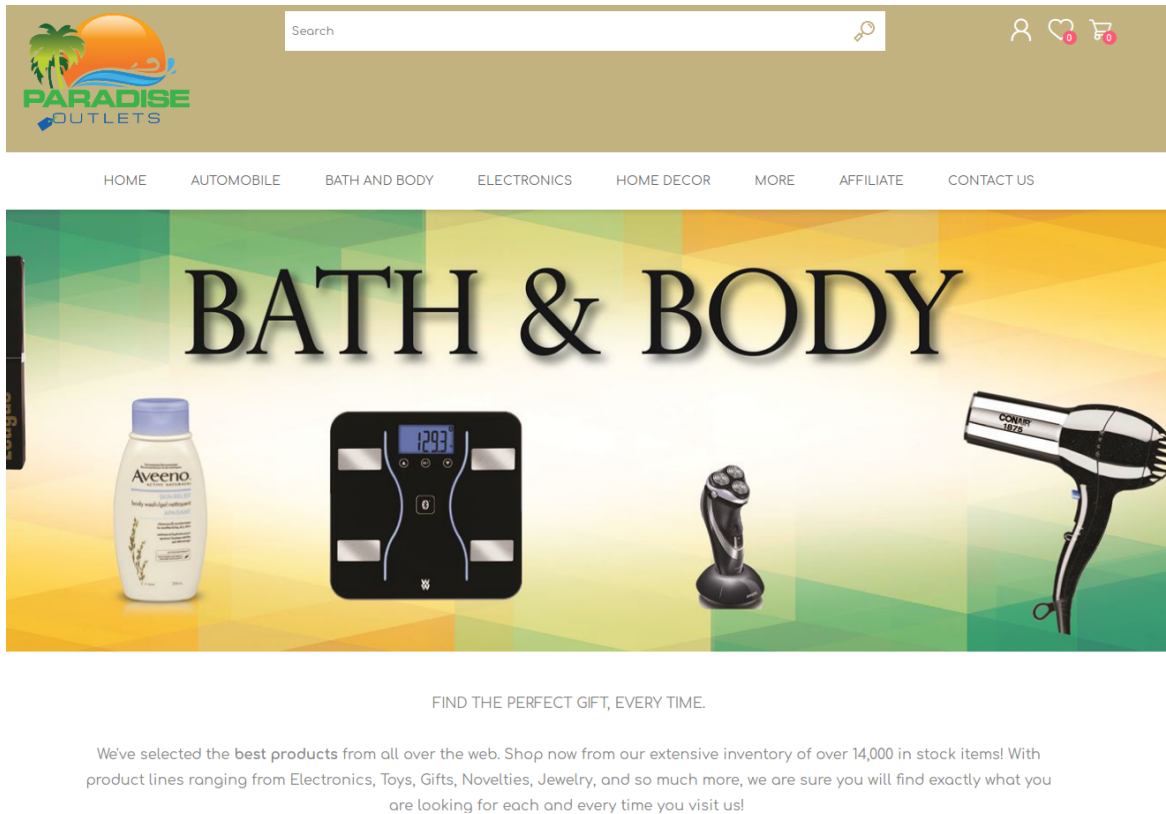
20. In exchange for their franchisee fees paid, Plaintiff received a "turnkey" website (E&K Wonder Goods, <http://eandkwondergoods.com/> (last date visited August 6, 2020)), which was created by MBV, as discussed in detail below.

21. Plaintiff's website offers for sale over 14,000 items, "[w]ith product lines ranging from Electronics, Toys, Gifts, Novelties, Jewelry," and other categories. Per Stidiron, MBV fully controls the products that go on the website, come off the website, and, upon information and belief, all MBV franchisee websites sell the same products using the same quoted language.

In fact, a Google search for the above, quoted language, reveals a large number of websites using the same language, all appearing near-identical to Plaintiff's "turnkey" website.



22. Thus, Plaintiff's website (<http://eandkwondergoods.com/>) is nearly-identical to each and every other website created by MBV, as acknowledged in their marketing materials, including their "demo" websites (see, e.g., MBV Demo Website entitled "Paradise Outlets," <https://www.mbvdemo102.com/> (last date visited August 6, 2020)).



23. MBV touts itself as a “full-service technology provider with over 20 years of experience in the industry,” which “supports both new and existing business, from small to large.”<sup>2</sup>

24. MBV consistently markets itself to individuals searching for home-based franchise opportunities, including on Franchise Direct, [www.franchisedirect.com](http://www.franchisedirect.com) (last visited August 10, 2020) (**Exhibit A**), Franchise.com, [www.franchise.com](http://www.franchise.com) (last visited August 10, 2020) (**Exhibit B**), Entrepreneur Media, Inc., [www.entrepreneur.com](http://www.entrepreneur.com) (last visited August 10, 2020) (**Exhibit C**), Franchise Opportunities Network, [www.franchiseopportunities.com](http://www.franchiseopportunities.com) (last visited August 10, 2020) (**Exhibit D**), TopFranchise.com, [www.topfranchise.com](http://www.topfranchise.com) (last visited August 10, 2020) (**Exhibit E**), Franchise Gator, [www.franchisegator.com](http://www.franchisegator.com) (last visited August 10, 2020) (**Exhibit F**), and many others.

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<sup>2</sup> My Business Venture, <https://www.mybusinessventure.com/website-services.html> (last date visited August 6, 2020).

25. Additionally, MBV consistently presents at franchise expos throughout the country. For instance, MBV recently appeared at the Franchise Show for New York and New Jersey, where individuals visit in interest of purchasing a franchise opportunity.

26. MBV’s marketing materials, which were created by MBV and presented at the franchise expos visited, provide:



27. As part of MBV’s repeated appearances at The Franchise Show, MBV provided relevant information, which is posted on the National Franchise Directory, including:

Franchise Details	
Type of Opportunity	Home based business
Industry	Business Services, Advertising & Marketing, Other, Mobile, Home-Based, Computer & Technology
Investment Level	<\$25,000
Opportunities Available In	Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, Yukon, Alabama, Alaska, American Samoa, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Northern Mariana Islands, Ohio, Oklahoma, Oregon, Palau, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virgin Islands, Virginia, Washington, West Virginia, Wisconsin, Wyoming

<sup>3</sup> My Business Venture Facebook Page Franchise Expo Post, dated February 19, 2017, <https://www.facebook.com/292354807574184/videos/874198486056477> (last visited August 10, 2020).



See The Franchise Directory, <https://nationalfranchisedirectory.com/my-business-venture> (last visited August 10, 2020).

28. Additionally, as noted on MBV’s facebook page, MBV is selling business opportunities (i.e., franchises):



29. On June 3, 2020, Stidiron appeared as a guest on “The Franchise Radio Academy” podcast to discuss MBV, wherein he made the following representations as President and CEO of MBV:<sup>4</sup>

a. That MBV is intended to allow people to start a home-based business, and Stiridon notes that “we sell a home-based business opportunity; primarily, an online website”;

b. Contrasts MBV with typical franchises, where the investment could be in excess of \$100,000, noting that MBV’s total investment caps out at under \$10,000, allowing people to “start something without a high-risk factor”;

c. When asked how the “model works,” Stidiron stated: “Typically our investment levels are between four to eight thousand dollars, so it’s not very expensive, and that includes your

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<sup>4</sup> See My Business Venture Facebook Page, <https://www.facebook.com/mybusinessventure/> (last visited August 6, 2020); see also YouTube.com video by MBV Videos entitled “CEO Thomas Stridiron on The Franchise Radio Academy”, dated June 3, 2020, [https://www.youtube.com/watch?v=fKIvy82Qq1k&fbclid=IwAR1kIVO3rVD9MYXcXNJQykTIFEMDGLDwPAhqxlmzSM\\_voGNZaWsG0j4RM](https://www.youtube.com/watch?v=fKIvy82Qq1k&fbclid=IwAR1kIVO3rVD9MYXcXNJQykTIFEMDGLDwPAhqxlmzSM_voGNZaWsG0j4RM) (last visited August 10, 2020).

training, website, logo, social media, 24/7 support of anything. Basically, once that's up and running we load your site up with about 15,000 products. We maintain the site for you, so that if inventory goes out we take it off the site, and if inventory goes on, it goes on the site. You control your pricing. We help you market your site. Once orders start coming through your site, your customer gets an email; you get an email as the website owner. Our shipping department gets an email. We ship the product out to your customer. Send them the tracking number. You collect the difference in the profits . . . It's actually very simplified. We have it down to a science. You're basically our website owners, your main goal is to market their business . . . What we're going to help show them how to do. Our job is to do all the back-end for them. You just get the sale and we'll take care of it from there"; and

d. "We put you in touch with our trainer, we'll set you up appoints, and we'll actually show you the best practices to be an entrepreneur . . ." and, amongst other things.

30. Defendant, Helleis, is the Vice President of Sales of MBV. According to his LinkedIn Bio, Helleis's work at MBV includes:



Vice President of Sales

My Business Venture

Nov 2009 – Present · 10 yrs 9 mos

Smithtown, NY

Providing a turnkey online E Commerce business opportunity that allows you to own your own online store front with over 15000 products for online shoppers. We provide website hosting and merchant services. Full customer support and training.

31. The Federal Trade Commission ("FTC") regulates the sales of franchises nationwide pursuant to 16 C.F.R. Part 436, et seq. (the "Franchise Rule").

32. The Franchise Rule requires that prior to selling a franchise, the franchisor must prepare and provide each prospective franchise with a Franchise Disclosure Document ("FDD").

33. The purpose of the Franchise Rule is to require franchisors to give prospective franchisees material information, including background information, on the franchisor, the costs

of entering into the business, the legal obligations of the franchisor and the franchisee, statistics of franchised and company-owned outlets, and audited financial information.

34. A number of states, such as New York, supplement the Franchise Rule with their own state-specific obligations.

35. In so doing, New York enacted the New York Franchise Sales Action (“NYFSA”), the legislative findings of which are:

The legislature hereby finds and declares that the widespread sale of franchises is a relatively new form of business which has created numerous problems in New York. New York residents have suffered substantial losses where the franchisor or his representative has not provided full and complete information regarding the franchisor-franchisee relationship, the details of the contract between the franchisor and franchisee, the prior business experience of the franchisor, and other factors relevant to the franchise offered for sale.

See GBL § 680(1).

36. Under the NYFSA, a franchisor is required to register an offering prospectus (i.e. FDD) with the New York Department of Law, Bureau of Investor Protection and Securities (the “Department of Law”) and provide same to a prospective franchisee.

37. Section 683(1) of the NYFSA provides:

It shall be unlawful and prohibited for any person to offer to sell or sell in this state any franchise unless and until there shall have been registered with the department of law, prior to such offer or sale, a written statement to be known as an “offering prospectus” concerning the contemplated offer or sale, which shall contain the information and representations set forth in and required by this section. Any uniform disclosure document approved for use by any agency of the federal government or sister state may be utilized and sought to be registered, provided that said uniform disclosure documents comply with the provisions of this article.

38. The NYFSA’s definition of a franchise is broader than under the Franchise Rule, and a franchise relationship is encompassed in either of the following circumstances: (i) where a

franchisee, in return for a “franchise fee,” is granted the right to sell goods or services under a marketing plan or system prescribed in substantial part by the franchisor, or (ii) where a franchisee, in return for a “franchise fee,” is granted the right to sell or distribute goods or services substantially associated with the franchisor’s trademark, logo, advertising or other commercial symbol. See N.Y. Gen. Bus. L. § 681(3). The Purchase Agreement is a “franchise” under the NYFSA because, in exchange for a fee, Plaintiff was granted the right to sell goods or services under a marketing plan or system prescribed in substantial part by MBV.

39. This is acknowledged by MBV in its self-created documents, which provide:

**Important MBV Documents & Guides**

Simply double-click on the [blue title](#) of the document you would like to view, and it will open in a separate window for you to view!

- ★ **Technology User Guide** ★  
Your guide to using your website! Includes step-by-step instructions and links to video tutorials!
- ★ **MBV University Training Programs Guide** ★  
Includes details about our training programs for entrepreneurs looking to learn more!
- ★ **Additional Selling Resources** ★  
A simple document offering ecommerce sites, other than your website, to sell and advertise your products.
- ★ **100 Ways to Advertise** ★  
This document offers tons of marketing concepts for you to try out and see what works for your business!
- ★ **MBV Upgrades & Marketing Options** ★  
This document describes marketing upgrades that MBV has to offer for your website.

**MBV**  
UNIVERSITY  
PROFIT FROM THE EXPERIENCE

**MBV University Training Programs**

**Welcome to MBV University!** Our training packages, detailed in this packet, offer incredible value for you and your business. Training yourself to properly manage your business will play an integral part in helping you find financial success, for this business, and for any other venture you may begin in your future.

Our **One-on-One** training will give you the personalized attention you need to take your business to the next level. We are eager to work with you and to help you reach your business goals! Please review and select the package that best fits your budget, training needs, and your ultimate business goals!

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**1. Starter One-on-One Training Program \$395.00**

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**This package includes the following training:**

- 30 Minute One-on-One Session: Running An Online Business
- 30 Minute One-on-One Session: Using the Manager’s Console & Placing Orders
- 30 Minute One-on-One Session: Grass Roots Marketing Campaigns
- 1 Follow-Up Consultation: This discussion takes places 1 month after your training is completed. We want to check up on your business progress!

**This package includes the following extras:**

- Access to our Corporate Trainer via E-Mail: [viptraining@mybusinessventure.com](mailto:viptraining@mybusinessventure.com)
- Access to Members Only training materials, ‘How-To’ information and videos
- Access to 2 PDF Training Guides: ‘Goals’ and ‘Miracle of Self-Discipline’
- Membership to our monthly VIP Training Newsletter

40. More specifically, under the Purchase Agreement (i.e., franchise agreement), Plaintiff purchased the following from MBV under its marketing system and plan:



This Purchase Agreement ("Agreement") entered into and effective on the date shown below by and between MyBusinessVenture, ("MBV") and Client (as set forth below) for the purchase of the following:

- MBV Website, MBV Shopping Cart, and Pay-Me-Now Gateway
- Diamond Marketing Package
- MBV Upgrade 1 and 2 and Custom Logo
- MBV University Starter Training Pkg (Instructor: K. Higgins)

41. Plaintiff paid a “franchise fee” as follows:

“Client”	
Date of Agreement: <u>09/17/2019</u>	Purchase Amount: <u>3995.00</u>

42. Because the Purchase Agreement is a “franchise” under the NYFSA, MBV, as the offeror, is a “franchisor” under the NYFSA.

43. Plaintiff, as the offeree, is a “franchisee” under the NYFSA.

44. Upon information and belief, MBV has failed to furnish any prospective (or current) franchisee with an FDD or other offering prospectus, as required by the NYFSA.

45. These failures are willful and material, and MBV is aware that it is offering a franchise to Plaintiff and those similarly-situated. Specifically, as noted above, MBV consistently markets itself to individuals searching for franchise opportunities, including on [www.franchisedirect.com](http://www.franchisedirect.com), [www.franchise.com](http://www.franchise.com), [www.entrepreneur.com](http://www.entrepreneur.com), [www.franchiseopportunities.com](http://www.franchiseopportunities.com), [www.topfranchise.com](http://www.topfranchise.com), [www.franchiseamerica.com](http://www.franchiseamerica.com), [www.franchisegator.com](http://www.franchisegator.com), and many others.

46. As noted above, Stidiron appeared on a franchise-centric podcast to tout MBV as a franchise-style business.

47. Beyond MBV, the individual Defendants are jointly and severally liable for BWI's violation of the NYFSA, as the named individual Defendants either: (i) directly or indirectly control MBV; (ii) are partners, principals, executive officers, or directors of MBV, or occupy a similar status or perform similar functions; and/or (iii) materially aided in the violation of the NYFSA by directly participating in the unlawful franchise sales and/or were responsible for misrepresentations, including, but not limited to, that this was not a "franchise" relationship."

#### **CLASS ACTION ALLEGATIONS**

48. Plaintiff realleges and incorporate herein by reference each allegation in the preceding and subsequent paragraphs.

49. Plaintiff brings this lawsuit as a class action on behalf of herself and all others similarly situated as members of the proposed class pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3) (herein the "Class"). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

50. The Class is defined as follows:

All persons who entered into a contract, either with MBV, between August 11, 2017 and August 10, 2020, in which the person was granted the right to engage in the business of offering, selling, or

distributing goods or services under MBV's marketing plan or system, where the person was required to pay, directly or indirectly, a fee.

51. Excluded from the Class are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and its legal representatives, officers, directors, assigns, and successors; and (2) the Judge to whom this case is assigned and the Judge's staff. Plaintiff reserves the right to amend the Class definition, and to add subclasses, if discovery and further investigation reveal that the Class should be expanded or otherwise modified.

52. **Numerosity**: Although the exact number of Class members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. A review of MBV's website, and websites using language identical to that contained in MBV's "demo" websites, make clear that there are dozens, if not hundreds, of Class members. The disposition of the claims of these Class members in a single action will provide substantial benefits to all parties and to the Court. The Class members are readily identifiable from, inter alia, information and records in Defendants' possession, custody, or control.

53. **Typicality**: The claims of Plaintiff are typical of the claims of the Class in that Plaintiff, like all Class members, paid MBV a fee for the right to engage in the business of offering, selling, or distributing goods or services under MBV's marketing plan or system. Plaintiff, like all Class members, has been damaged by Defendants' misconduct in that she paid substantial sums of money to MBV. Further, the factual bases of Defendants' misconduct are common to all Class members and represent a common thread of violation of the NYFSA, resulting in injury to all Class members.

54. **Commonality**: There are numerous questions of law and fact common to Plaintiff and the Class that predominate over any question affecting only individual Class members. These common legal and factual questions include the following:

- a. Whether Plaintiff was a “franchisee” under the NYFSA;
- b. Whether MBV was a “franchisor” under the NYFSA;
- c. Whether the Purchase Agreement between Plaintiff and MBV was a “franchise” under the NYFSA;
- d. Whether MBV violated the NYFSA;
- e. Whether MBV’s violation of the NYFSA was willful and material;
- f. Whether Stidiron, as a principal executive, officer, or director of MBV, materially aided in the transactions constituting violation of the NYFSA; and
- g. Whether Helleis, as a principal executive, officer, or director of MBV, materially aided in the transactions constituting violation of the NYFSA.

55. **Adequate Representation:** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions, including consumer, employment, and complex state and federal class actions, and Plaintiff intends to prosecute this action vigorously.

56. **Predominance and Superiority:** Plaintiff and the Class have all suffered and will continue to suffer harm and damages as a result of Defendants’ unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, most Class members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class members’ claims, it is likely that only a few Class members could afford to seek legal redress for Defendants’ misconduct. Absent a class action, Class members will continue to incur damages, and Defendants’ misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to



multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants and will promote consistency and efficiency of adjudication.

### **FIRST CAUSE OF ACTION**

#### **Violation of the New York Franchise Sales Act (GBL § 681, *et seq.*)**

57. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

58. Plaintiff brings this cause of action on behalf of herself and the Class.

59. Plaintiff is a “franchisee” as defined by the NYFSA. See GBL § 681(4).

60. MBV is a “franchisor” as defined by the NYFSA. See GBL § 681(5).

61. The Purchase Agreement between Plaintiff and MBV is a “franchise” as defined by the NYFSA. See GBL § 681(3).

62. Section 683(1) of the NYFSA provides:

It shall be unlawful and prohibited for any person to offer to sell or sell in this state any franchise unless and until there shall have been registered with the department of law, prior to such offer or sale, a written statement to be known as an “offering prospectus” concerning the contemplated offer or sale, which shall contain the information and representations set forth in and required by this section. Any uniform disclosure document approved for use by any agency of the federal government or sister state may be utilized and sought to be registered, provided that said uniform disclosure documents comply with the provisions of this article.

63. MBV was required to file an offering prospectus with the Department of Law because MBV offered to sell, and did sell, at least one franchise within the State of New York.

64. Upon information and belief, MBV failed to file for any possible “exemption” from the registration and/or disclosure requirements under the NYFSA.

65. Upon information and belief, MBV violated the NYFSA by having failed to register (and gain approval of) an offering prospective prospectus (i.e., FDD) with the Department at the time the company offered to sell, and sold, the franchise to Plaintiff in 2019. See, e.g., 683(5) and (14) (setting deadlines by which Plaintiff should have received a FDD).

66. Section 683(8) of the NYFSA provides:

A franchise which is subject to registration under this article shall not be sold without first providing to the prospective franchisee, a copy of the offering prospectus, together with a copy of all proposed agreements relating to the sale of the franchise at the earlier of (a) the first personal meeting between the franchisor or its agent and the prospective franchisee, (b) at least ten business days prior to the execution of a binding franchise or other agreement, or (c) at least ten days prior to the receipt of any consideration in connection with the sale or proposed sale of a franchise. For the purposes of this chapter, the words: (i) “first personal meeting” shall mean the first face to face meeting between a franchisor or franchisor's agent or any representative or employee thereof and a prospective franchisee which is held for the purpose of discussing the sale or possible sale of a franchise; (ii) “other agreement” shall mean an agreement imposing a binding legal obligation on such prospective franchisee, about which the franchisor, franchise sales agent, or any agent, representative or employee thereof, knows or should know, in connection with the sale or proposed sale of a franchise; and, (iii) “receipt of any consideration” shall mean the payment by a prospective franchisee, about which the franchisor, franchise sales agent, or any agent, representative or employee thereof, knows or should know, of any consideration in connection with the sale or proposed sale of a franchise.

67. MBV violated the NYFSA by failing to register an offering prospectus with respect to its franchisees with the Department, and by failing to provide Defendant with a required disclosure (i.e., FDD).

68. MBV also violated the NYFSA by failing to provide an offering prospectus (i.e., FDD) to Plaintiff prior to selling a franchise to Plaintiff in 2019.

69. These failures are willful and material, as MBV is well-versed in the franchise world, advertises on franchise-related websites, and is fully familiar with the obligations under the NYFSA.

70. MBV intentionally violated the NYFSA.

71. Each of the individual Defendants actually participated in the violations of law set forth herein in a manner previously set forth in this Complaint.

72. The individuals are liable pursuant to Section 691(3) of the NYFSA, which imposes joint and several liability on a control person of a franchisor, or an employee thereof who materially aids in the act or transaction constituting the violation.

73. The named individual Defendants, as described herein, either (i) directly or indirectly control MBV; (ii) are partners, principals, executive officers, or directors of MBV, or occupy a similar status or perform similar functions; and/or (iii) materially aided in the violation of the NYFSA by directly participating in the unlawful franchise sales and/or were responsible for misrepresentations, including, but not limited to, that this was not a “franchise” relationship.

74. MBV’s improper and/or illegal violations of Section 683 of the NYFSA were willful and material, as described above, and utterly and clearly disregarded the clear and unambiguous law and regulations of the NYFSA, about which MBV knew or should have known.

75. As a result of MBV’s willful and material violations of Section 683 of the NYFSA, Plaintiff, along with others similarly situated, was harmed and is entitled to rescission of the Purchase Agreement, return to her of all funds invested in the franchise, damages, and attorneys’ fees and costs.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, on behalf of herself and all others similarly situated, requests that the Court enter judgment against Defendants, and issue an order providing the following relief:

a. That Defendants provide notice, in a form pre-approved by the counsel identified below, to all Class members, and in the said notice offer to refund all consideration paid to Defendants, with interest at six percent per year from the date of purchase;

b. Damages and restitution in an amount to be proven at trial;

c. An order certifying the proposed Class, designating Plaintiff as named representative of the Class, and designating the undersigned as Class Counsel;

d. A declaration that Defendants are financially responsible for notifying all Class members about MBV's violation of the NYFSA;

e. An award to Plaintiff and the Class of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;

f. A declaration that Defendants must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from offering and sale of franchises;

g. An award of attorneys' fees and costs, as allowable under the N.Y. G.B.L. § 691(1), and the other laws pursuant to which Plaintiff's claims are brought or as otherwise allowed by law;

h. An award of pre-judgment and post-judgment interest, as provided by law; and

i. Such other relief as may be appropriate under the circumstances.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: August 11, 2020

**A.Y. STRAUSS LLC**

*Attorneys for Plaintiff*

*/s/ Evan M. Goldman*

Evan M. Goldman, Esquire

Kelly M. Purcaro, Esquire

101 Eisenhower Parkway, Suite 412

Roseland, New Jersey 07068

Phone: (973) 287-0964

Fax: (973) 226-4104

egoldman@aystrauss.com

kpurcaro@aystrauss.com

**CERTIFICATE OF NON-ARBITRABILITY**  
**PURSUANT TO L. CIV. R. 83.7(d)(3)(A)**

I certify, pursuant to *L. Civ. R. 83.7(d)(3)(A)*, that the above-captioned matter is not arbitrable because the amount in controversy exceeds the sum of \$150,000 exclusive of interest and costs and any claim for punitive damages.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 11, 2020

**A.Y. STRAUSS LLC**  
*Attorneys for Plaintiff*

*/s/ Evan M. Goldman* \_\_\_\_\_  
Evan M. Goldman, Esquire

**CERTIFICATION PURSUANT TO L. CIV. R. 1.6(a)**

I certify, pursuant to *L. Civ. R. 1.6(a)* that to the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 11, 2020

**A.Y. STRAUSS LLC**  
*Attorneys for Plaintiff*

/s/ Evan M. Goldman  
Evan M. Goldman, Esquire

# **EXHIBIT A**



## My Business Venture




**REQUEST FREE INFO →**

- PROFILE
- TESTIMONIALS
- VIDEO

My Business Venture gives you the ability to start an online business from the comfort of your home, featuring over 5,000+ top selling products and mark-ups of up to 200% on each sale!

### Are You Ready to Take Control of Your Financial Future?

My Business Venture has developed a full e-commerce enabled custom website package featuring state of the art technology. This program was designed to work within almost anyone's budget, and can be run from the privacy of your own home.

You can keep your full-time day job while managing your online business part-time and be successful!

#### OWN YOUR OWN SUPERSTORE

Our turn-key superstore website program includes your personalized e-commerce enabled website, 24 hour secure hosting, a merchant account, your custom domain name, and back-end administrative access where you can make unlimited changes and customization.

**REQUEST FREE INFO →**



- FREE Shipping on ALL Items Ordered Through Your Site
- MBV's 10% Price Guarantee on all items on your website ensures you will always be profitable and NEVER be undersold!
- Easy Ordering with Tracking Details & Updated
- Drop-Shipping of All Products Direct to Customer
- Merchant Account & Secure Payment Gateway
- Encrypted Shopping Cart Technology
- Search Engine Submission
- SEO Optimized Search Engine Website
- Google XML Site Map Included
- Google Analytics Traffic hit Monitoring System
- Confidential Dealer Pricing
- Product Pricing Control & Discount Features
- Cutting-Edge Website Technology
- Customizable Templates & Formatting
- Social Media Marketing Enabled Website
- Administrative Customer Database Access
- Affiliate Website Program
- Gift Card Purchasing Program
- Custom Blog & Newsletter Pages
- Administrative Access to Customer Wishlists
- Customer Rewards & Registration Program
- US-Based Technical Support & Customer Service

**REQUEST FREE INFO →**



Plus, all shipping is *FREE of charge* on orders through your website! There is no better time to get started. My Business Venture makes ownership of your own web store easy, pain free, and affordable! Get started to day and we will have your website online and ready to make money within a couple of days!

## My Business Venture Business Opportunity Video



### Why Choose My Business Venture?

My Business Venture (MBV) is a nationwide technology service company with over 25+ years experience in our field.

We specialize in providing powerful websites, shopping carts, credit card processing, secure payment gateways, strategic marketing campaigns, custom logos, and social media programs for entrepreneurs operating successful businesses in the internet, home-based and mail-order industries.

We are a member of the Better Business Bureau with an A+ rating, the highest achievable rating, and we are also a registered business with Dun and Bradstreet.

[REQUEST FREE INFO →](#)

Get Started today and partner with the MBV Team. Invest in your financial future! Partner with MBV Today and Own Your Turnkey e-commerce Business Tomorrow!

***There's no better time to get started!***

**WE LOOK FORWARD TO MAKING *YOUR BUSINESS OUR* NEXT SUCCESS STORY.**



**AVAILABLE LOCATIONS:**

Opportunities available throughout the United States.

**BUSINESS TYPE:**

Business Opportunity

**MINIMUM CASH REQUIRED:**

\$3,995

**FINANCING ASSISTANCE:**

Yes, from the company.

**TRAINING PROVIDED:**

Yes

**HOME-BASED:**

Yes

**REQUEST FREE INFO →**

## ★ VETERANS

We offer 3 free months of hosting to all to active, qualified military or veterans.

**REQUEST FREE INFO →**

- Home
- Industry
- Investment
- Location
- Popular Searches
- Resources
- Terms & Disclaimer
- Privacy Policy
- Franchise Opportunities
- Site Map
- About Us
- Advertise
- Ultimate Guide to Franchising



Copyright © 1998-2020 Franchise Direct. All Rights Reserved.

**REQUEST FREE INFO →**

# **EXHIBIT B**



GET NEW FRANCHISES

Check out 253 trending franchises for sale in the New York area

All industries

New York

Find the best franchises

Franchise News & Information

Ok, Boomer... Franchise Ownership Interest Highest Since Mid-2019

Weighing the Pros and Cons of Franchise Ownership

Google It! Recent Franchise and Business Startup Search Volume Uptrend Confirmed.

Top Franchise Businesses of 2020



Vote Now!

I want to own my own business because...

0

IN MY LIST

REQUEST NOW



[View Results](#)

### The Easiest Way to Explore Franchises for Sale

- ✓ Get Franchise Costs
- ✓ Get Ownership Information
- ✓ Always Free

Top 25 Franchises

Browse by Category

Search Franchise Directory

Follow Us:   

#### DOWNLOAD OUR APP

Take the Franchise.com app with you anywhere! Available on both iOS and Android devices.



#### FRANCHISING TOOLS & RESOURCES

- Franchise Business Glossary
- Finance & Start a Small Business
- New Franchises For Sale
- Business & Franchising Events
- Net Worth Calculator



Franchise FAQs



IN MY LIST

REQUEST NOW

COMPANY INFORMATION

- Advertise With Us
- Franchising Insights
- Small Business StartUp
- Privacy Statement
- Franchise Blog



Contact Us: [info@franchise.com](mailto:info@franchise.com) [About Us](#) | [Disclaimer](#) | [Subscribe](#) | [Contact Us](#) | [Sitemap](#)

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# **EXHIBIT C**



# BUSINESS OPPORTUNITIES My Business Venture

Looking to partner with a winner? With over 25 years experience helping new business owners find success, MBV is the perfect choice for motivated individuals looking for a low risk – high reward business.

### BUSINESS TYPE

Business Opportunity

### STARTUP COSTS

\$3,995 - \$7,995

### FINANCING AVAILABLE

Yes

**INVEST IN THE H  
INDUSTRY LEA**

*Essential Services • High-Growth Industry •*

**BECOME AN OWNER**

**ONE HOUR HEATING & AIR**

details and updates

- Drop-shipping of all products direct to customer
- Merchant account, secure payment gateway, and encrypted shopping cart technology
- SEO optimized search engine website with search engine submission
- Google XML site map and Google analytics traffic hit monitoring system
- Confidential dealer pricing and product pricing control and discount features
- Cutting-edge website technology with automatic updates, and customizable templates and formatting
- Social media marketing enabled website
- Administrative customer database access with administrative access to customer wish lists
- Affiliate website program
- Gift card purchasing program
- Custom blog and newsletter pages
- Customer rewards and registration program
- US based technical support and customer service
- Instructional video tutorials available
- MBV University one-on-one personalized training
- New business dealer kit with useful documents and 100 ways to advertise marketing packet

**We are looking forward to making you a profitable member of our team! Contact us now to get started or to allow us to provide you more information.**

24 hour secure hosting, a merchant account, your custom domain name, and back-end administrative access where you can make unlimited changes and customizations.

Your website will feature over 15,000 top-selling products including; electronics, toys and games, bath and beauty products, home and office products, gifts, jewelry, perfumes and colognes, holiday and seasonal themed items, indoor and outdoor decor, and so much more! Plus, all shipping is FREE of charge on orders through your website! There is no better time to get started. My Business Venture makes ownership of your own web store easy, pain free, and affordable! Get started today and we will have your website online and ready to make money within a couple of days!

## About Us

My Business Venture (MBV) is a nationwide technology service company, with over 25 years' experience in our field. We specialize in providing powerful websites, shopping carts, credit card processing, secure payment gateways, strategic marketing campaigns, custom logos, and social media programs for entrepreneurs operating successful businesses in the internet, home-based and mail-order industries. We are a member of the Better Business Bureau with an A+ rating, the highest achievable rating, and we are also a registered business with Dun and Bradstreet.

### MBV Presentation Video



Please review our [Privacy Policy](#)

Complete your request!

GET THE MAGAZINE



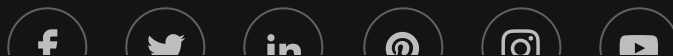
Subscribe

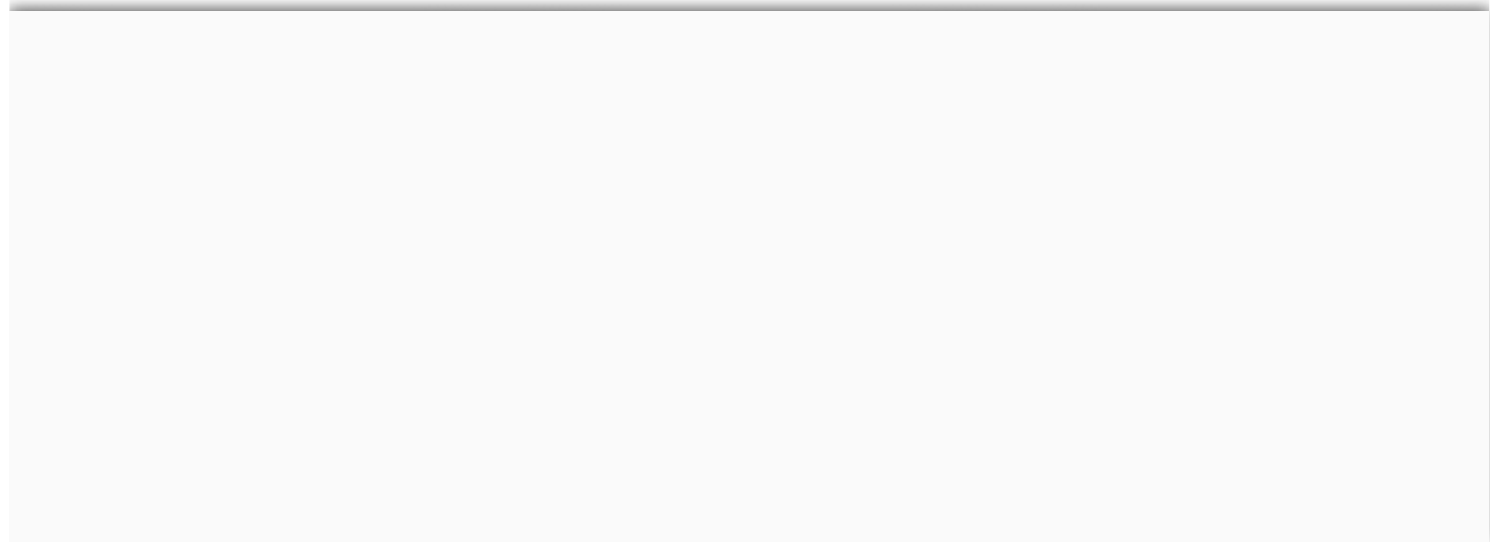
JOIN OUR NEWSLETTER

Email...

Submit

Entrepreneur





# **EXHIBIT D**





[ADD TO REQUEST INFO](#)

[Watch My Business Venture Video\(s\)](#) ▶

## My Business <sup>BASKET</sup> Venture - Franchise

### Quick Franchise Summary

My Business Venture gives you the ability to start an online business from the comfort of your home, featuring over 5K top selling products & mark-ups of up to 200% on each sale! MBV's 10% Price Guarantee on all items on your website ensures you will always be profitable & NEVER be undersold! FREE shipping on ALL items ordered through your site!

Minimum Cash Required	\$3,995
Financing Assistance	None
Training & Support	Yes

[ADD TO REQUEST INFO BASKET](#)

Like 43

**We are currently accepting inquiries in these states:**

AK AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN  
KS KY LA MA ME MI MN MO MS MT NC ND NE NH  
NJ NM NV NY OH OK OR PA RI SC SD TN TX VA VT  
WA WI WV WY

**We are currently not accepting inquiries in these states:**

MD UT

[Overview](#)[Video](#)[Press Releases](#)

## Overview

### My Business Venture - Franchise Information

#### Are you ready to take control of your financial future?

My Business Venture has developed a full e-commerce enabled custom website package featuring state of the art technology. This program was designed to work within almost anyone's budget, and can be run from the privacy of your own home. You can keep your full-time day job while managing your online business part-time and be successful!

#### Own Your Own Superstore

Our turn-key superstore website program includes your personalized e-commerce enabled website, 24 hour secure hosting, a merchant account, your custom domain name, and back-end administrative access where you can make unlimited changes and customizations.

Your website will feature over 5,000 top-selling products including; electronics, toys and games, bath and beauty products, home and office products, gifts, jewelry, perfumes and colognes, holiday and seasonal themed items, indoor and outdoor decor, and so much more! Plus, all shipping is FREE of charge on orders through your website! There is no better time to get started. My Business Venture makes ownership of your own web store easy, pain free, and affordable! Get started today and we will have your website online and ready to make money within a couple of days!

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#### What Is Included in Your Web Store Package

- E-commerce enabled website with a custom domain
- Over 5,000 top selling items and name-brand products with average profit margins of 35-200%
- FREE shipping on ALL items ordered through your site and easy ordering with tracking details and updates
- MBV's 10% Price Guarantee on all items on your website ensures you will always be profitable and NEVER be undersold!
- Drop-shipping of all products direct to customer
- Merchant account, secure payment gateway, and encrypted shopping cart technology
- SEO optimized search engine website with search engine submission
- Google XML site map and Google analytics traffic hit monitoring system
- Confidential dealer pricing and product pricing control and discount features
- Cutting-edge website technology with automatic updates, and customizable templates and formatting

- Social media marketing enabled website
- Administrative customer database access with administrative access to customer wish lists
- Affiliate website program
- Gift card purchasing program
- Custom blog and newsletter pages
- Customer rewards and registration program
- US based technical support and customer service
- Instructional video tutorials available
- MBV University one-on-one personalized training
- New business dealer kit with useful documents and 100 ways to advertise marketing packet

**We are looking forward to making you a profitable member of our team! Contact us now to get started or to allow us to provide you more information.**

**Read an interview with Thomas Stridiron, CEO of My Business Venture**

**[CLICK HERE to Read Interview \(https://www.franchiseopportunities.com/blog/general-franchise-information/a-business-profile-my-business-venture-start-your-own-online-retail-business\)](https://www.franchiseopportunities.com/blog/general-franchise-information/a-business-profile-my-business-venture-start-your-own-online-retail-business)**

**ADD TO REQUEST INFO**

**BASKET**

# **EXHIBIT E**

# My Business Venture Franchise for Sale - E-commerce Business



Description

## MY BUSINESS VENTURE FRANCHISE OPPORTUNITIES

MBV Presentation Video



FEEDBACK

My Business Venture gives you the ability to start an online business from the comfort of your home, featuring over 15,000 top selling products and mark-ups of up to 200% on each sale! My Business Venture has developed a full e-commerce enabled custom website package featuring state of the art technology. This program was designed to work within almost anyone's budget, and can be run from the privacy of your own home. You can keep your full-time day job while managing your online business part-time and be successful!

### How much does My Business Venture franchise cost?

My Business Venture has the franchise total initial investment range of \$3,995 to \$7,995.

**Initial Investment:** \$3,995 - \$7,995



**My Business Venture Franchise Expansion Plans:**

Franchisor is seeking new franchise units throughout the U.S.

**My Business Venture Franchise Info:** <https://www.mbvsites.net/packages>

REQUEST FREE INFO

FEEDBACK



Starting investments from: **\$3,995**

Company type: **Service**

REQUEST FREE INFO

**Recommended Franchises!**



PANO Franchise For Sale – Sign Making Services  
 Investment from \$34,000  
 (/products/pano-franchise-for-sale-sign-making-services/)

SEND REQUEST (/PRODUCTS/PANO-FRANCHISE-FOR-SALE-SIGN-MAKING-SERVICES/)

(/products/pano-



Tenacious Techies Franchise For Sale - Full Service Digital Marketing Agency  
Investment from \$2,000  
(/products/tenacious-techies-franchise-for-sale-full-service-digital-marketing-agency/)

[SEND REQUEST \(/PRODUCTS/TENACIOUS-TECHIES-FRANCHISE-FOR-SALE-FULL-SERVICE-DIGITA](/products/tenacious-techies-franchise-for-sale-full-service-digital-marketing-agency/)



Internet Removals Franchise For Sale – Removing Illegal Content  
Investment from \$100,000  
(/products/internet-removals-removing-illegal-content-franchise/)

[SEND REQUEST \(/PRODUCTS/INTERNET-REMOVALS-REMOVING-ILLEGAL-CONTENT-FRANCHISE/\)](/products/internet-removals-removing-illegal-content-franchise/)



Vibe Marketing Franchise For Sale – Digital Marketing Agency  
Investment from \$3,450  
(/products/vibe-marketing-agency-franchise/)

[SEND REQUEST \(/PRODUCTS/VIBE-MARKETING-AGENCY-FRANCHISE/\)](/products/vibe-marketing-agency-franchise/)



Screen2b Franchise For Sale - Indoor Advertising  
Investment from \$8,294  
(/products/franchise-of-indoor-advertising-on-screen2b/)

[SEND REQUEST \(/PRODUCTS/FRANCHISE-OF-INDOOR-ADVERTISING-ON-SCREEN2B/\)](/products/franchise-of-indoor-advertising-on-screen2b/)



trueVRsystems Franchise For Sale - Virtual Reality Entertainment Centre  
Investment from \$300,000  
(/products/franchise-truevrsystems-virtual-reality-entertainment-centre/)

[SEND REQUEST \(/PRODUCTS/FRANCHISE-TRUEVRSYSTEMS-VIRTUAL-REALITY-ENTERTAINMENT](/products/franchise-truevrsystems-virtual-reality-entertainment-centre/)



[SHOW MORE FRANCHISES \(/CATALOG/ADVERTISING-AND-MARKETING-FRANCHISES/\)](/catalog/advertising-and-marketing-franchises/)

FEEDBACK

Information provided: the information is provided from public sources on the Internet

**BEST 20+ offers** Advertising & Marketing Franchises [SEE MORE →](#)

(/catalog/advertising-and-marketing-franchises/)

### entertainment- INTERESTING?! ASK QUESTIONS ABOUT THE FRANCHISE

centre/)



Representative of the company

Name

E-mail

+1 Phone

Country/City

Your question

ASK A QUESTION

I agree with the terms of service (/privacy/)

Top (1)

Follow us

f (https://www.facebook.com/topfranchiseglobal/) t (https://twitter.com/tf\_topfranchise)

yt (https://www.youtube.com/channel/UCOaUZETVJrvUs0qeOY9XJqA) p (https://www.pinterest.com/topfranchisec/)

FEEDBACK

[All franchises \(/\)](#)

[How to add your franchise \(/how-to-add-your-franchise/\)](#)

[Catalog of franchises \(/catalog/\)](#)

[Franchise Development \(/franchise-development/\)](#)

[Articles \(/articles/\)](#)

[Partners \(/partners/\)](#)

[Contacts \(/contacts/\)](#)

[Privacy Policy \(/privacy/\)](#)

Subscribe to our newsletters and keep up-to-date with the latest news in the franchise industry.

Enter Email OK

I agree with the [terms \(/privacy/\)](#) of service



# **EXHIBIT F**



# My Business Venture

**Request Information**

## What Does a My Business Venture Opportunity Cost?

**Cash Required:** \$3,995

**Total Investment:** \$3,995 - \$7,995

## What Options are Available for Owners?

**Financing:** Available

**Training:** Available

## Company Details

**Year Founded:** 1993

**Franchising Since:** 2000

**Home Office:** Smithtown, NY

**Awards:**

Member of the Better Business Bureau with an A+ Rating

# Are You Ready To Take Control Of Your Financial Future?

My Business Venture has developed a full e-commerce enabled custom website package featuring state of the art technology. This program was designed to work within almost anyone's budget, and can be run from the privacy of your own home. You can keep your full-time day job while managing your online business part-time and be successful!

## Own Your Own Superstore

Our turn-key superstore website program includes your personalized e-commerce enabled website, 24 hour secure hosting, a merchant account, your custom domain name, and back-end administrative access where you can make unlimited changes and customizations.

Your website will feature over 15,000 top-selling products including; electronics, toys and games, bath and beauty products, home and office products, gifts, jewelry, perfumes and colognes, holiday and seasonal themed items, indoor and outdoor decor, and so much more! Plus, all shipping is FREE of charge on orders through your website! There is no better time to get started. My Business Venture makes ownership of your own web store easy, pain free, and affordable! Get started today and we will have your website online and ready to make money within a couple of days!

## About Us

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## What's Included In Your Web Store Package

- E-commerce enabled website with a custom domain
- Over 15,000 top selling items and name-brand products with average profit margins of 35-200%
- FREE shipping on ALL items ordered through your site and easy ordering with tracking details and updates
- Drop-shipping of all products direct to customer
- Merchant account, secure payment gateway, and encrypted shopping cart technology

- SEO optimized search engine website with search engine submission
- Google XML site map and Google analytics traffic hit monitoring system
- Confidential dealer pricing and product pricing control and discount features
- Cutting-edge website technology with automatic updates, and customizable templates and formatting
- Social media marketing enabled website
- Administrative customer database access with administrative access to customer wish lists
- Affiliate website program
- Gift card purchasing program
- Custom blog and newsletter pages
- Customer rewards and registration program
- US based technical support and customer service
- Instructional video tutorials available
- MBV University one-on-one personalized training
- New business dealer kit with useful documents and 100 ways to advertise marketing packet

## Our Ideal Candidate

We're looking for website owners who are outgoing and have sales, marketing, and/or management experience, and who are results oriented. A person who can build relationships, is willing to learn, and who has the motivation to excel! You must have a minimum of \$3995 in capital, and be ready to put in the effort to make your business a success.

## Next Steps

We are looking forward to making you a profitable member of our team! Fill out the form now to get started or to allow us to provide you more information.

[Request Information](#)

 Photos



**MyBusiness  
Venture**

**Partner with MBV  
Today and Own Your  
Turn-Key eCommerce  
Business Tomorrow**

Internet Business is Booming...

**MBV makes owning  
an online superstore  
simple & profitable!**



**High Profit Margins  
from 30-200% on  
most products!**



# MBV's Free Shipping Program



All Products Ordered Through  
Your Webstore Ship for Free!  
*No Minimum Required*

MBV builds you a  
cutting-edge website  
featuring over 15,000  
quality products.



[Click to Call Now!](#)

Please Note:

My Business Venture is currently accepting inquiries from the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, Washington, D.C., West Virginia, Wisconsin, Wyoming.

My Business Venture is also currently accepting inquiries from Canada.

## Request Information

## My Business Venture on Twitter

### Tweets

 [Follow @mybizventure \(https://twitter.com/mybizventure\)](https://twitter.com/mybizventure)



**My Business Venture**

@MyBizVenture

(<https://twitter.com/MyBizVenture>)

Which one's your choice? - <https://t.co/8QeCeA1rbl> (<https://t.co/8QeCeA1rbl>) <https://t.co/vA4hsrz8kY> (<https://t.co/vA4hsrz8kY>)

August 10, 2020 14:44 Reply ([https://twitter.com/intent/tweet?in\\_reply\\_to=1292894547333115904](https://twitter.com/intent/tweet?in_reply_to=1292894547333115904))Retweet ([https://twitter.com/intent/retweet?tweet\\_id=1292894547333115904](https://twitter.com/intent/retweet?tweet_id=1292894547333115904))Favorite ([https://twitter.com/intent/favorite?tweet\\_id=1292894547333115904](https://twitter.com/intent/favorite?tweet_id=1292894547333115904))



**My Business Venture**

@MyBizVenture

(<https://twitter.com/MyBizVenture>)

There are so many things to be grateful for. - <https://t.co/x8wP9Ydozl> (<https://t.co/x8wP9Ydozl>) <https://t.co/UI1Fkiebpd> (<https://t.co/UI1Fkiebpd>)

Advertise (<http://www.growwithgator.com/contact-us/>) Franchising Insights (<https://franchiseinsights.com>) Small Business Startup (<http://www.smallbusinessstartup.com>) Privacy (</privacy.php>) Interest-Based Ads (</privacy.php#oba>) Terms (</disclaimer.php>) Contact Us (</contact.php>)

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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

EVELYN DOUGLAS, Individually, and on Behalf of a Class of Similarly Situated Individuals

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

(c) Attorneys (Firm Name, Address, and Telephone Number) A.Y. Strauss LLC, 101 Eisenhower Parkway, Suite 412, Roseland, New Jersey 07068, (973) 287-0964

DEFENDANTS

TDS ENTERPRISES, INC. d/b/a MY BUSINESS VENTURE, a New York corporation, THOMAS STIDIRON, an individual, and JOHN HELLEIS, an individual

County of Residence of First Listed Defendant Suffolk County, NY (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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 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)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

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, 6 Multidistrict Litigation

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(d) and 28 U.S.C. §1391

Brief description of cause: Violation of NY Franchise Sales Act (GBL § 681, 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 N/A DOCKET NUMBER N/A

DATE 08/11/2020 SIGNATURE OF ATTORNEY OF RECORD /s Evan M. Goldman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE



**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Evan M. Goldman, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- 
- 
- 

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,  
 the complaint seeks injunctive relief,  
 the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: \_\_\_\_\_

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature:  s/ Evan M. Goldman



Civil Action No. 1:20-cv-3622

**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:

**Print**

**Save As...**

**Reset**

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