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7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 BRADY LAPLANTE, individually and on
behalf of all others similarly situated,

12 Plaintiffs,

13 v.

14 LEAFGUARD HOLDINGS, INC., a
15 Delaware corporation,

16 Defendant.
17

Case No.: 2:26-cv-3078

**CLASS ACTION COMPLAINT FOR
VIOLATION OF B&P CODE
SECTION 17529.5 (UNLAWFUL
SPAMMING)**

1 **I. NATURE OF ACTION**

2 1. Defendant LeafGuard Holdings Inc. (“LeafGuard”) pays commissions to
3 various “affiliate marketers” that relentlessly spam everyone whose address they can
4 harvest. LeafGuard’s affiliate marketers send spam use falsified header information,
5 spoofed domains and nonsensical sending addresses to evade spam filters. They also use
6 false and deceptive subject lines – everything that people rightfully *hate* about spam.

7 2. Fortunately, California’s robust Anti-Spam Law imposes both strict liability
8 and liquidated damages on entities like LeafGuard that benefit from deceptive spam. It
9 dispenses with the requirement of proving actual damages, intent, or scienter, and forces
10 companies to actively monitor their e-mail promotions by imposing exceptionally broad
11 liability.¹

12 **II. PARTIES, JURISDICTION AND VENUE**

13 3. Plaintiff is and was at all times mentioned herein a citizen of the State of
14 California who received a misleading spam e-mail promoting LeafGuard’s gutter
15 services.

16 4. LeafGuard is a corporation headquartered in New Jersey and incorporated
17 in Delaware.

18 5. LeafGuard deliberately outsources its membership solicitation to third-party
19 affiliate marketers to reap the benefits of large-scale unlawful spamming. LeafGuard
20 financially incentivizes these affiliates — paying them on a per-lead or per-conversion
21 basis — to flood inboxes with deceptive “discounts” on LeafGuard products, knowing
22 that aggressive, non-consensual email campaigns generate sign-ups. These affiliates are

23 _____
24 ¹ See *Hypertouch, Inc. v. ValueClick, Inc.*, 192 Cal. App. 4th 805, 829-30 (Cal. Ct. App.
25 2d Dist. 2011) (Section 17529.5 “impos[es] strict liability on advertisers who benefit from
26 (and are the ultimate cause of) deceptive e-mails”); *Id.* at 822 (Section 17529.5 “does not
27 require the plaintiff to prove that it relied on the deceptive commercial e-mail message or
28 that it incurred damages as a result of the deceptive message”); *Id.* at 821 (“Section
17529.5 ... does not include any ‘scienter’ or intent requirement”); *Id.* at 820 (“[S]ection
17529.5 does not require the plaintiff to show that the defendant actually made a false or
deceptive statement.... [B]y its plain terms, the statute is not limited to entities that
actually send or initiate a deceptive commercial e-mail, but applies more broadly to any
entity that advertises in those e-mails.”)

1 not rogue actors; they are integral to LeafGuard’s customer-acquisition strategy and are
2 compensated precisely because spam works. By structuring its marketing this way,
3 LeafGuard attempts to enjoy the profits of illegal email campaigns while plausibly
4 denying responsibility for the very misconduct it knowingly authorizes, directs, and
5 benefits from — conduct squarely prohibited by California Business & Professions Code
6 § 17529.5.

7 6. This Court has subject matter jurisdiction of this action pursuant to the Class
8 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d)(2), because: (i) there are
9 100 or more class members, (ii) there is an aggregate amount in controversy exceeding
10 \$5,000,000, exclusive of interest and costs, and (iii) there is at least minimal diversity
11 because at least one Plaintiff and Defendant are citizens of different states. Indeed, based
12 upon publicly available information, the class is believed to include over 10,000 members
13 and the amount in controversy is believed to exceed \$100 million.

14 7. Leafguard’s own website confirms that it actively markets and offers its
15 services within California, including through a dedicated Northern California page
16 promoting its gutter installation services to residents in that region. *See*
17 <https://www.leafguard.com/locations/nothern-california-leafguard-gutter-systems>. By
18 maintaining location-specific webpages targeting California consumers, advertising its
19 services within the state, and soliciting business from California residents, Leafguard
20 purposefully directs its commercial activities toward the forum. This demonstrates that
21 Leafguard avails itself of the benefits and protections of California’s laws and reasonably
22 anticipates being haled into court here. Accordingly, the exercise of personal jurisdiction
23 over Leafguard in California is proper because its in-state marketing and consumer
24 outreach are neither random nor attenuated, but instead reflect deliberate and ongoing
25 business operations within the state.

26 8. Venue is proper in this District because a substantial part of the events or
27 omissions giving rise to the claim occurred in this District.

1 **III. FACTUAL ALLEGATIONS**

2 9. Plaintiff Brady Laplante is a California resident and citizen and is the owner
3 of the e-mail address bradyl9@aol.com. LeafGuard spams him and other class members
4 relentlessly. As just one example, in February of 2026 he received a spam e-mail from
5 the nonsensical address freepeople@service.liveathomenow.com bearing the subject line
6 **“Claim 75% Off Your Install Today.”**² That spam is attached hereto as Exhibit “A”.

7 10. The spam was sent from a “spoofed” e-mail address to conceal the identity
8 of the true sender and evade spam filters. Indeed, after receiving the e-mail, Plaintiff
9 searched the publicly available WHOIS database to identify the sender associated with
10 the domain, but was unable to do so, because the sending domain was not registered to,
11 publicly associated with, or traceable to LeafGuard through WHOIS or any other public
12 registry.

13 11. Plaintiff clicked on the link in the spam and was eventually taken to a landing
14 page of Defendant’s website at
15 [https://getleafguard.homes/_promo/?pubid=35&s1=837&s2=de27eb9f79534274a780ca](https://getleafguard.homes/_promo/?pubid=35&s1=837&s2=de27eb9f79534274a780ca9a742a4014&s3=02dubeyleafguard_09february&transid=80e6198773ce4ee6b5a31d4e2d4182a1&px=&tt=e&oid=35&uid=75&cid=)
16 [9a742a4014&s3=02dubeyleafguard_09february&transid=80e6198773ce4ee6b5a31d4e2](https://getleafguard.homes/_promo/?pubid=35&s1=837&s2=de27eb9f79534274a780ca9a742a4014&s3=02dubeyleafguard_09february&transid=80e6198773ce4ee6b5a31d4e2d4182a1&px=&tt=e&oid=35&uid=75&cid=)
17 [d4182a1&px=&tt=e&oid=35&uid=75&cid=](https://getleafguard.homes/_promo/?pubid=35&s1=837&s2=de27eb9f79534274a780ca9a742a4014&s3=02dubeyleafguard_09february&transid=80e6198773ce4ee6b5a31d4e2d4182a1&px=&tt=e&oid=35&uid=75&cid=). The fact that the spam email directed
18 Plaintiff to LeafGuard’s landing page containing numerous tracking and attribution
19 parameters demonstrates that the message was part of a coordinated affiliate marketing
20 campaign rather than a one-off communication. The presence of fields such as campaign
21 IDs, publisher identifiers, referral sources, and sub-ID parameters shows that the link was
22 uniquely generated to track the recipient’s click, attribute that traffic to a specific
23 marketer or “publisher,” and ultimately credit that affiliate for any resulting lead or
24 transaction. This type of infrastructure is standard in affiliate networks and reflects a pay-
25 for-performance model, where third-party marketers are incentivized to drive traffic —

26 ² The sender and subject line are not written in standard ASCII characters. Instead, they
27 use subtle homoglyph substitution that look like ordinary letters to a human reader but
28 are different code points at the machine level. This is a common tactic designed to evade
spam filters and keyword detectors looking for phrases like “Leafguard” and “Install”
that will fail to match these altered characters.

1 often through mass email campaigns — using tracked links supplied or approved by the
2 advertiser. Because LeafGuard receives, processes, and benefits from this tracked traffic,
3 and has the ability to monitor and compensate the affiliate responsible, the link structure
4 itself is strong evidence that the email was sent as part of an affiliate spam operation
5 rather than independent or unsolicited conduct.

6 12. The email’s metadata and embedded code reflect multiple indicia of spam
7 evasion and deceptive marketing practices because they demonstrate deliberate efforts to
8 obscure the sender’s identity, bypass authentication protocols, and manipulate how the
9 message is interpreted by both spam filters and recipients. The header information reveals
10 inconsistencies in sender domains and failed or suspicious authentication signals (such as
11 SPF/DKIM/DMARC issues), showing the message was relayed through third-party
12 infrastructure or spoofed sources rather than a legitimate, traceable business. Within the
13 body, the email relies heavily on HTML formatting, image-based content, and tracking-
14 enabled hyperlinks routed through intermediary domains, which mask the ultimate
15 destination and allow the sender to monitor user engagement. The presence of tracking
16 pixels, minimal plain-text content, and generic or misleading branding further indicates a
17 coordinated attempt to maximize deliverability and click-through rates while minimizing
18 transparency, all of which are hallmarks of sophisticated spam and deceptive marketing
19 campaigns

20 13. The subject line — “Claim 75% Off Your Install Today” — is misleading
21 because it falsely conveys the existence of a limited-time, substantial discount when, in
22 reality, the purported “75% off” is part of the company’s standard, ongoing marketing
23 rather than a genuine, temporary price reduction. By using directive language like
24 “Claim” and urgency cues such as “Today,” the subject line creates the impression that
25 the recipient must act immediately to take advantage of a rare or expiring offer, when no
26 such scarcity or deadline actually exists. This misrepresentation is material because
27 consumers are more likely to engage with an email and pursue a purchase based on the
28 belief that they are receiving a significant, time-sensitive discount, rather than an

1 ordinary, routinely available pricing structure. In this way, the subject line is likely to
2 mislead a reasonable recipient about the nature and value of the advertised offer,
3 rendering it deceptive.

4 14. The preceding is just a single example of the spam that Defendant sends to
5 class members. Based on publicly available sources, it is believed that LeafGuard is
6 responsible for over 100,000 spam e-mails to class members in California every year.

7 15. Plaintiff's e-mail address is a "California e-mail addresses" because Plaintiff
8 ordinarily accesses the e-mail address from computers in California. *See* Bus. & Prof.
9 Code § 17529.1(b).

10 16. The spam identified above is an "Unsolicited Commercial e-mail
11 advertisement" because plaintiff had no pre-existing relationship with Defendant and
12 because the e-mail was initiated for the purpose of advertising or promoting the lease,
13 sale, rental, gift offer, or other disposition of any property, goods, services, or extension
14 of credit. *See* Bus. & Prof. Code § 17529.1(c).

15 17. Plaintiff never gave "direct consent" to receive commercial e-mail
16 advertisements from Defendant or its marketing agents. Indeed, "direct consent" under
17 the statute requires a unique level of specificity and clarity that must be informed,
18 knowing, and explicit — meaning that consumers must be told clearly that they are
19 agreeing to receive advertising emails from a particular sender, and for what purpose, at
20 the time they provide their email address.

21 18. The above spam violates Bus. & Prof. Code § 17529.5 in three separate and
22 distinct ways:

- 23 a. **Unauthorized Use of a Domain Name in Violation of Section**
24 **17529.5(a)(1).** The email reflects unauthorized and deceptive use of a .us
25 domain because it originates from a domain (liveathomenow.com) that bears
26 no relationship to LeafGuard. The fact that it is registered overseas with a
27 domain service that blocks all meaningful information about it for privacy
28

1 purposes is shows that it is being used as a disposable vehicle for unsolicited
2 commercial email rather than for any bona fide enterprise.

3 b. **Misrepresented Header Information In Violation of Section**
4 **17529.5(a)(2).** The email contains misrepresented header information in
5 violation of Business and Professions Code § 17529.5(a)(2) because the
6 header data was deliberately structured to conceal the true sender and
7 prevent the recipient from identifying or tracing the advertiser responsible
8 for the message. Section 17529.5(a)(2) prohibits header information that is
9 falsified or misrepresented, including the use of a “from” name, return
10 address, or domain that does not accurately identify the party who initiated
11 or benefited from the email. Here, the email was sent from a spoofed sender
12 address (freepeople@service.liveathomenow.com) that bears no
13 relationship to LeafGuard, the promoted offer, or any legitimate business
14 disclosed in the message. Nothing in the header permits a recipient—or a
15 reasonable investigator using publicly available tools such as WHOIS — to
16 determine who actually sent or authorized the email. This lack of
17 traceability is not incidental; it is the intended effect of using fabricated
18 header information to mask the sender’s identity and evade accountability.
19 California courts have repeatedly held that header information is
20 misrepresented where it fails to identify the actual sender on its face and is
21 not readily traceable to that sender, even if the advertiser’s identity is
22 included elsewhere. Because the header here affirmatively obscures the true
23 sender and frustrates traceability to the responsible advertiser, it constitutes
24 misrepresented header information in violation of § 17529.5(a)(2).

25 c. **Deceptive Subject Line and Contents in Violation of Section**
26 **17529.5(a)(3).** The email contains a deceptive subject line and misleading
27 contents in violation of Business and Professions Code § 17529.5(a)(3), as
28 described in detail above.

1 19. Although a plaintiff need not plead or prove actual damages to bring a claim
2 under the statute, Plaintiff has in fact suffered concrete, particularized harm as a result of
3 Defendant’s conduct. Plaintiff spent valuable time and attention investigating the
4 misleading offer; searching the WHOIS database to learn who the e-mail came from;
5 incurred opportunity costs and lost productivity; and suffered depletion of device and
6 network resources, including storage space, bandwidth usage on a metered data plan, and
7 battery life.

8 20. The unauthorized domain name, misleading headers and subject lines also
9 invaded Plaintiff’s privacy and disrupted the ordinary use and enjoyment of Plaintiff’s
10 email account, diminishing its value as a communication tool and necessitating additional
11 filtering and security precautions. These injuries were directly caused by Defendant’s
12 unlawful email and are redressable by statutory and injunctive relief.

13 21. Defendant has not established and implemented, with due care, practices and
14 procedures reasonably designed to effectively prevent unsolicited commercial e-mail
15 advertisements.

16 **IV. CLASS ACTION ALLEGATIONS**

17 22. Plaintiff brings this action on behalf of all persons similarly situated and
18 seeks certification of the following class:

19 **All California citizens who received any commercial e-mail promoting any**
20 **LeafGuard product or service at a California e-mail address where such**
21 **email(s) contained: (1) a falsified, misrepresented, or forged domain name; (2)**
22 **falsified, misrepresented, or forged header information; or (3) false or**
23 **misleading subject line or contents.**

24 23. The above-described class of persons shall hereafter be referred to as the
25 “Class.” Excluded from the Class are any and all past or present officers, directors, or
26 employees of Defendant, any judge who presides over this action, and any partner or
27 employee of Class Counsel. Plaintiff reserves the right to expand, limit, modify, or
28 amend this class definition, including the addition of one or more subclasses, in

1 connection with a motion for class certification, or at any other time, based upon, inter
2 alia, changing circumstances and/or new facts obtained during discovery.

3 24. **Numerosity.** The Class is so numerous that joinder of all members in one
4 action is impracticable. The exact number and identities of the members of the Class is
5 unknown to Plaintiff at this time and can only be ascertained through appropriate
6 discovery, but Plaintiff is informed and believes, and thereon, alleges that there are at
7 least 100,000 members of the Class.

8 25. **Typicality.** Plaintiff's claims are typical of those of other members of the
9 Class, all of whom have suffered similar harm due to Defendant's course of conduct
10 described herein.

11 26. **Adequacy of Representation.** Plaintiff is an adequate representative of the
12 Class and will fairly and adequately protect the interests of the Class. Plaintiff has
13 retained attorneys who are experienced in the handling of complex litigation and class
14 actions, and intend to prosecute this action vigorously.

15 27. **Predominance of Common Questions of Law or Fact.** Common
16 questions of law and fact exist as to all members of the Class that predominate over any
17 questions affecting only individual members of the Class. These common legal and
18 factual questions, which do not vary among members of the Class, and which may be
19 determined without reference to the individual circumstances of any member of the Class,
20 include, but are not limited to, the following:

- 21 a. Whether Defendant sent unsolicited commercial e-mail to Class members;
- 22 b. Whether Defendant sent such messages using forged headers, falsified
23 domains, and spoofed e-mail addresses.

24 28. **Superiority.** A class action is superior to other available methods for the
25 fair and efficient adjudication of this controversy because individual litigation of the
26 claims of all members of the Class is impracticable.

27 29. **Ascertainability.** Defendant keeps computerized records of its sales and
28 customers through, among other things, databases storing customer orders, customer

1 order histories, customer profiles, customer loyalty programs, and general marketing
2 programs. Defendant has one or more databases through which a significant majority of
3 members of the Class may be identified and ascertained, and they maintain contact
4 information, including email addresses.

5 **V. CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 **Violation of Cal. Business & Professions Code § 17529.5**

8 30. Plaintiff received the above unsolicited commercial e-mail at a California e-
9 mail address within one year prior to filing the Complaint at a California e-mail address.

10 31. As shown above, the spam violated one or more provisions of Section
11 17529.5.

12 32. Defendant is strictly liable for violation of Section 17529.5 for sending spam
13 and is liable in the amount of \$1,000 per spam per class member.

14 33. Defendant has not established and implemented, with due care, practices and
15 procedures reasonably designed to effectively prevent unsolicited commercial e-mail
16 advertisements that are in violation of Section 17529.5 that would justify a reduction in
17 liquidated damages.

18 34. Plaintiff and every Class member who received any violative e-mail are
19 entitled to \$1,000 in liquidated damages per e-mail from Defendant (Cal. Bus. & Prof.
20 Code § 17529.5(b)(1)(B)(ii)), and to recover reasonable attorney's fees and costs (Cal.
21 Bus. & Prof. Code § 17529.5(b)(1)(C)).

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

- 24 a. For an order certifying that the action be maintained as a class action, that
25 Plaintiff be designated as class representative, and that undersigned counsel be
26 designated as class counsel;
- 27 b. For all available declaratory, legal, and equitable relief including injunctive
28 relief;

- 1 c. For statutory damages;
- 2 d. For punitive damages;
- 3 e. For attorneys' fees and costs as allowed by law; and
- 4 f. For any and all other relief at law or equity that may be appropriate.

5
6 Dated: March 22, 2026

PACIFIC TRIAL ATTORNEYS, APC

7
8 By: /s/ Scott J. Ferrell
9 Scott J. Ferrell
Attorneys for Plaintiff and the Proposed Class

EXHIBIT A

From: Leafguard Gutter Replacement <freepeople@service.liveathomenow.com>
Date: February 9, 2026 at 6:34:44 AM PST
To: bradyl9@aol.com
Subject: Claim 75% Off Your Install Today
Reply-To: Leafguard Gutter Replacement <freepeople@service.liveathomenow.com>

Protect Your Home & Save Big - 75% Off Install Ends Soon! [Click here](#)



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