COMPLAINT FOR:

1) VIOLATIONS OF CALIFORNIA RESTRICTIONS ON UNSOLICITED COMMERCIAL E-MAIL ADVERTISERS (Cal. Bus. & Prof. Code § 17529.5); and,

2) VIOLATIONS OF CONSUMERS LEGAL REMEDIES ACT (Cal. Civ. Code § 1750 et seq.)
COMES NOW PLAINTIFF AND ALLEGES AS FOLLOWS:

1. At all times mentioned herein, Plaintiff Sharp, “SHARP” was a resident of San Diego County, California.

2. SHARP is a consumer because SHARP seeks and acquires, by purchase or lease, goods and purchase for household purposes.

3. SHARP is a trader of the stocks of public companies.

4. SHARP owns and at all times mentioned, owned a computer with an internet connection. SHARP regularly uses this computer to access his email accounts. This computer is located in the State of California in the County of San Diego. SHARP received all spam emails referenced herein through his Internet Service Provider, whose equipment is located in the State of California.

5. At all times mentioned herein, Defendant IDO Security, Inc. (“IDOI”), was a Nevada Corporation with a listed place of business at 17 State Street, New York, NY 10004. IDOI purports to develop a shoe scanning device to enhance security in airports and government buildings. The company’s common stock is traded on the over-counter-market, commonly known as the Bulletin Board, under the symbol “IDOI”.

6. Defendant Michael Goldberg (“GOLDBERG”) is the President of Defendant “IDOI”.

7. Defendants Henry Shabat (“SHABAT”) and Irit Pnina Reiner (“REINER”) are current and/or former officers of the Defendant IDOI and/or its subsidiaries. Plaintiff is informed and believes that collectively SHABAT and REINER hold of millions of shares of IDOI common stock and options to purchase additional stock at prices below market.

8. At all times mentioned herein, Defendant Mustang Alliances, Inc. (“MUSTANG”), was a Nevada Corporation with a listed place of business at 410 Park Avenue, 15th Floor, New York, NY 10004. MSTG purports to be involved in the exploration and development of gold and silver mines in Honduras. The
company’s common stock is traded on the over-counter-market, commonly known as the Bulletin Board, under the symbol “MSTG”.

9. Defendant Leonard Sternheim (“STERNHEIM”) is the President, Chief Executive Officer and Chairman of Defendant MUSTANG, as well as a significant shareholder.

10. Defendant Mendel Mochkin (“MOCHKIN”) is a consultant to and a Director of Defendant MUSTANG, as well as a significant shareholder.

11. At all times mentioned herein, Defendant Empire Post Media, Inc. (“EMPIRE”), was a Nevada Corporation with a listed place of business at 5023 N. Parkway Calabasas, Calabasas, CA 91302. EMPIRE purports to be an entertainment company pursuing opportunities in the television field. The company’s common stock is traded on the over-counter-market, commonly known as the Bulletin Board, under the symbol “EMPM”.

12. Defendant Peter Dunn (“DUNN”) is the Chief Executive Officer Defendant EMPIRE, as well as a significant shareholder.

13. STOCK CASTLE is a disseminator of emails promoting the sale of its clients’ stock and purports to be wholly owned subsidiary of Defendant Fidelity Ltd. (“FIDELITY”) who last reported its business address as Mall Tower, Wickhams Cay 1, Road Town, British Virgin Islands. STOCK CASTLE offers an opt in to its email list at www.StockCastle.com. In order to hide its true ownership, the domain’s registration is hidden through a service offered by Domains By Proxy, LLC.

14. OBSCURE STOCKS is a disseminator of emails promoting the sale of its clients’ stock and purports to be wholly owned subsidiary of Defendant Stand Online Ltd. (“STAND ONLINE”) who last reported its business address as P.O. Box 428, Road Town, Tortola, VG 2110, British Virgin Islands. OBSCURE STOCKS offers an opt in to its email list at www.ObscureStocks.com. In order to
hide its true ownership, the domain’s registration is hidden through a service offered by Domains By Proxy, LLC.

15. ULTIMATE PENNY STOCK is a disseminator of emails promoting the sale of its clients’ stock and purports to be wholly owned subsidiary of Defendant Promo Kombo Ltd. (“PROMO KOMBO”) who last reported its business address as 111 South Service Road, British Virgin Islands. ULTIMATE PENNY STOCK offers an opt in to its email list at www.UltimatePennyStock.com. In order to hide its true ownership, the domain’s registration is hidden through a service offered by Domains By Proxy, LLC.

16. WALL STREET PENNY STOCK ADVISORS is a disseminator of emails promoting the sale of its clients’ stock and purports to be wholly owned subsidiary of Defendant EMPRT Group Ltd. (“EMPRT”) who last reported its business address as St. James House 13 Kensington Square, London W25LO, United Kingdom. WALL STREET PENNY STOCK ADVISORS offers an opt in to its email list at www.WallStreetPennyStockAdvisors.com. In order to hide its true ownership, the domain’s registration is hidden through a service offered by Domains By Proxy, LLC.

17. MAGIC PENNY STOCKS is a disseminator of emails promoting the sale of its clients’ stock and purports to be wholly owned subsidiary of Defendant Natti Reach Ltd. (“NATTI”) who last reported its business address as Nerine Chambers, POB 905, Road Town, British Virgin Islands. MAGIC PENNY STOCKS does not offer an opt in to its email list and while the domain MagicPennyStocks.com is registered, no website is currently published under it. In order to hide its true ownership, the domain’s registration is hidden through a service offered by Domains By Proxy, LLC.

18. HOTTEST PENNY STOCKS is a disseminator of emails promoting the sale of its clients’ stock and purports to be wholly owned subsidiary of Defendant Flaster Knol Ltd. (“FLASTER”) who last reported its business address
as Baixada del Moli, 21, Andorra la Vella, Andorra. HOTTEST PENNY STOCKS does not offer an opt in to its email list.

19. Collectively, Defendants FIDELITY, STAND ONLINE, PROMO KOMBO, EMPRT, NATTI and FLASTER are referred to as the “SPAMMERS” for the purpose of this complaint.

20. Plaintiff is ignorant of the true names of defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Any allegation against any defendant shall apply to each DOE defendant

21. Plaintiff is informed and believes, and on such information and belief alleges, that at all times herein mentioned, each defendant was the agent of each and every other defendant, and in doing the things alleged herein, was acting in the course and scope of its/his agency and/or employment and was acting with the consent, permission and/or authorization of each and every remaining defendant. The acts and conduct of each defendant herein was ratified and approved by every remaining defendant.

22. Plaintiff is informed and believes that the Defendants IDOI, SHABBAT and REINER, among others, retained the services, either directly or indirectly, of the SPAMMERS, in order to create an artificial and inflated marketplace for IDOI stock to facilitate the divestiture of their holdings.

23. Plaintiff is informed and believes that the Defendants conspired to deceive the Plaintiff and other members of the general investing public and engaged in a course of conduct designed to artificially inflate the share price and trading volume of IDOI common stock in order to enable certain insiders to divest themselves of their IDOI stock holdings. Defendants achieved this though a campaign of disseminating spam emails containing false and misleading information and concealment of material facts. At the commencement of this
conduct, some or all of the Defendants owned the vast majority of the outstanding
IDOI common stock and options and stood to benefit almost exclusively from the
artificial market and price increase that resulted from this conduct.

24. Plaintiff is informed and believes that the Defendants MUSTANG,
STERNHEIM and MOCHKIN, among others, retained the services, either directly
or indirectly, of the SPAMMERS, in order to create an artificial and inflated
marketplace for MUSTANG stock to facilitate the divestiture of their holdings.

25. Plaintiff is informed and believes that the Defendants conspired to
deceive the Plaintiff and other members of the general investing public and
engaged in a course of conduct designed to artificially inflate the share price and
trading volume of MUSTANG common stock in order to enable certain insiders to
divest themselves of their MUSTANG stock holdings. Defendants achieved this
though a campaign of disseminating spam emails containing false and misleading
information and concealment of material facts. At the commencement of this
conduct, some or all of the Defendants owned the vast majority of the outstanding
MUSTANG common stock and options and stood to benefit almost exclusively
from the artificial market and price increase that resulted from this conduct.

26. Plaintiff is informed and believes that the Defendants EMPIRE, and
DUNN, among others, retained the services, either directly or indirectly, of the
SPAMMERS, in order to create an artificial and inflated marketplace for EMPIRE
stock to facilitate the divestiture of their holdings.

27. Plaintiff is informed and believes that the Defendants conspired to
deceive the Plaintiff and other members of the general investing public and
engaged in a course of conduct designed to artificially inflate the share price and
trading volume of EMPIRE common stock in order to enable certain insiders to
divest themselves of their EMPIRE stock holdings. Defendants achieved this
though a campaign of disseminating spam emails containing false and misleading
information and concealment of material facts. At the commencement of this
conduct, some or all of the Defendants owned the vast majority of the outstanding
EMPIRE common stock and options and stood to benefit almost exclusively from
the artificial market and price increase that resulted from this conduct.

28. California is appropriate jurisdiction for this litigation because alleged
activities occurred in the State, in violation of California law; and, because
Defendant EMPIRE's listed place of business is listed in Calabasas, California;
and, because the Defendants have conducted business within the State; and,
because Plaintiff received spam emails in question in the State of California.

CHRONOLOGICAL FACTUAL HISTORY OF CLAIMS

29. From October 22, 2011 to July 22, 2012, the Plaintiff has attempted to
unsubscribe from all of the SPAMMERS email lists no less than 70 times. Emails
continued to be received from the SPAMMERS and their frequency increased over
the period.

30. From March 28, 2012 to March 29, 2012, the Plaintiff received no
less than 16 unsolicited emails from the SPAMMERS recommending the purchase
of the common stock of Defendant EMPIRE.

31. From January 28, 2012 to April 12, 2012, the Plaintiff received no
less than 149 unsolicited emails from the SPAMMERS recommending the
purchase of the common stock of Defendant MUSTANG.

32. From July 18, 2012 to July 22, 2012, the Plaintiff received no less
than 19 unsolicited emails from the SPAMMERS promoting the purchase of the
common stock of Defendant IDOI.

FIRST CAUSE OF ACTION
Violations of California Restrictions on Unsolicited Commercial E-mail
Advertisers (Cal. Bus. & Prof. Code § 17529.5)
33. Plaintiff hereby re-alleges and incorporates by reference the facts and allegations contained in Paragraphs 1 through 32 as though fully set forth herein.

34. The Plaintiff’s email address(es) at which he received the spams at issue in this action are California email address(es). Pursuant to Cal. Bus. & Prof. Code § 17529.1(b);

"California e-mail address" means 1) An e-mail address furnished by an electronic mail service provider that sends bills for furnishing and maintaining that e-mail address to a mailing address in this state; 2) An e-mail address ordinarily accessed from a computer located in this state; 3) An e-mail address furnished to a resident of this state.

All three conditions apply here: The email address(es) at which the Plaintiff received the commercial email is furnished by Tucows, Inc. who sends bills for furnishing and maintaining those e-email address(es) to a mailing address in California; the Plaintiff ordinarily accesses those email address(es) from a computer located in California; and the Plaintiff is a resident of California.

35. The commercial email advertisements at issue in this action are all unsolicited because the Plaintiff did not provide direct consent to receive advertisements from the SPAMMERS or from any of the Defendants [Cal. Bus. & Prof. Code § 17529.1 (c), (o), (d), (a), (1)]. In fact, the Plaintiff exercised careful diligence to remove himself from the SPAMMERS’ email lists.

36. The Plaintiff alleges that the SPAMMERS engaged in fraudulent and deceptive actions by initiating (as defined by Cal. Bus. & Prof. Code § 17529.1(i)) the sending of no less than 184 unlawful spams on behalf of themselves and the other Defendants between October 22, 2011 and July 22, 2012, inclusive.

37. Defendants in this action are advertisers because they are persons or entities that advertise through the use of commercial e-mail advertisements (in this
case encouraging the purchase of common stock). Advertisers are liable for advertising in the spams, even if the SPAMMERS actually hit the send button. Pursuant to Cal. Bus. & Prof. Code § 17529(k), G;

The true beneficiaries of spam are the advertisers who benefit from the marketing derived from the advertisements. There is a need to regulate the advertisers who use spam, as well as the actual spammers, because the actual spammers can be difficult to track down due to some return addresses that show up on the display as "unknown" and many others being obvious fakes and they are often located offshore.

38. The Plaintiff is informed and believes and thereon alleges that all Defendants and advertisers caused the spams to be transmitted.

39. The California Legislature defined liquidated damages to be $1,000 per spam. § 17529.5(b)(1)(B)(ii). This figure is comparable with damages in other areas of consumer protection law, e.g., $500-$1,500 statutory damages per junk fax, 47 U.S.C. § 227(b)(3). The Plaintiff's rightful and lawful assertion of the California Legislature's liquidated damages amount of $1,000 per email is necessary to further the Legislature's objective of protecting California residents from unlawful spam.

SECOND CAUSE OF ACTION
Violations of Consumers Legal Remedies Act (Cal. Civ. Code§ 1750 et seq.)

40. Plaintiff hereby re-alleges and incorporates by reference the facts and allegations contained in Paragraphs 1 through 39 as though fully set forth herein.

41. The Plaintiff was injured by Defendants' violation of his right to not
receive deceptive advertising that violates the Consumers Legal Remedies Act, Cal. Civ. Code§ 1750 et seq.

42. The CLRA applies to deceptive acts intended to result in the sale or lease of goods or services as well as acts that actually result in the sale or lease of goods or services. Cal. Civ. 15 Code§ 1770(a) (emphasis added). In this case, the applicable goods consisted of common stock.

43. Here, Defendants' wrongful conduct occurred in the context of transactions which the Plaintiff is informed and believes and thereon alleges that Defendants intended would result in the sale of common stock under fraudulent and/or negligently misleading representations.

44. Nothing in the CLRA states that a plaintiff bringing a suit under the CLRA must have purchased the items (in this case stock) advertised via the allegedly false and deceptive means. A consumer who receives false and deceptive advertising is per se damaged, even if the consumer does not make a purchase as the result of that advertising. [Kagan v. Gibraltar Savings and Loan Assoc., 35 Cal. 3d 582,593 (1984)].

45. The Defendants named in this Cause of Action were notified of their Violations of the CLRA by email and through the Plaintiff’s multiple attempts to opt out of the SPAMMERS’ email lists. None responded.

46. The SPAMMERS, acting on behalf of all of the Defendants, violated the CLRA, Civ. Code § 1770(a)(16), in each and every spam through their de facto representation that the spam was sent in accordance with the Plaintiff’s previous opt-in request when it was not. To the contrary, the Plaintiff sought repeatedly to opt out of the SPAMMERS’ email lists.

47. The Plaintiff seeks equitable relief, pursuant to Cal. Civ. Code § 1782(a)(2), in the form of an injunction prohibiting Defendants named in this cause of action, either directly or through agents, servants, and employees, and all
persons acting under, in concert with, or for them, from sending unlawful
commercial email advertising.

WHEREFORE, Plaintiff prays judgment against the Defendants as follows:

1. On Plaintiff's First Cause of Action herein:
   (a) for a preliminary and permanent injunction against all
defendants;
   (b) Liquidated damages in the amount of One Thousand Dollars
($1,000) for each of 16 spams encouraging the purchase of EMPIRE stock,
as authorized by Cal. Bus. & Prof. Code § 17529.5(b)(l)(B)(ii), totaling
$16,000 jointly and severally against Defendants EMPIRE, DUNN,
FIDELITY, STAND ONLINE, PROMO KOMBO, EMPRT, NATTI, and
FLASTER
   (c) Liquidated damages in the amount of One Thousand Dollars
($1,000) for each of 149 spams encouraging the purchase of MUSTANG
stock, as authorized by Cal. Bus. & Prof. Code § 17529.5(b)(l)(B)(ii),
totaling $149,000 jointly and severally against Defendants MUSTANG,
STERNHEIM, MOCHKIN, FIDELITY, STAND ONLINE, PROMO
KOMBO, EMPRT, NATTI, and FLASTER
   (d) Liquidated damages in the amount of One Thousand Dollars
($1,000) for each of 19 spams encouraging the purchase of ID01 stock, as
authorized by Cal. Bus. & Prof. Code § 17529.5(b)(l)(B)(ii), totaling
$19,000 jointly and severally against Defendants ID01, SHABAT,REINER,
GOLDBERG, FIDELITY, STAND ONLINE, PROMO KOMBO, EMPRT,
NATTI, and FLASTER
   (e) for cost of suit herein incurred;
   (f) for punitive and exemplary damages; and,
   (g) for such other and further relief as the court may deem proper.

2. On Plaintiff's Second Cause of Action herein:
(a) for a preliminary and permanent injunction against all defendants;
(b) for cost of suit herein incurred; and
(c) for such other and further relief as the court may deem proper.

Dated: July 23, 2012

By: George Sharp, In Propria Persona