

2:25-cv-00614-ECM-CWB

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

RONALD H. FOSTER,	)
Plaintiff,	)
	)
v.	)
	)
PRIME PUBLISHING LABS, LLC,	)
DUSHANE BYRNE, individually and	)
in his official capacity,	)
JOHN DOE DEFENDANTS 1-5, and	)
JANE DOE DEFENDANTS 1-5,	)
Defendants.	)

Civil Action No. \_\_\_\_\_

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U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

VERIFIED COMPLAINT FOR FRAUD, UNJUST ENRICHMENT, DECEPTIVE TRADE PRACTICES, COPYRIGHT INFRINGEMENT, CONVERSION, BREACH OF CONTRACT, TORTIOUS INTERFERENCE, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, PROMISSORY ESTOPPEL, RICO VIOLATIONS, RICO CONSPIRACY, AND DECLARATORY RELIEF

Plaintiff Ronald H. Foster ("Plaintiff"), appearing pro se, for his Verified Complaint against Prime Publishing Labs, LLC; Dushane Byrne (collectively "Prime Publishing Labs" or "Defendants"); and unknown John and Jane Doe defendants, alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a) because the matter in controversy exceeds \$75,000, exclusive of interest and costs, and the controversy is between citizens of different states.

2. The Court also has jurisdiction under 28 U.S.C. § 1331 because the Complaint asserts claims under the Federal Copyright Act, 17 U.S.C. §§ 106-507, and the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961-1964.

3. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because Plaintiff resides in this district and a substantial part of the events giving rise to these claims occurred here.

II. PARTIES

4. Plaintiff Ronald H. Foster is a natural person residing in Troy, Alabama. He is a professional author with more than seventy published works. Plaintiff's author profile is publicly available at <https://www.amazon.com/stores/author/B005D2U7BW>.

5. Defendant Prime Publishing Labs, LLC is a corporate entity that purports to offer marketing and distribution services for authors. It conducts business nationwide, including in Alabama, and claims to be affiliated with Amazon's publishing programs.

6. Defendant Dushane Byrne is an individual who identifies himself as a "relationship manager" for Prime Publishing Labs. Byrne acted as Plaintiff's principal point of contact and executed agreements on behalf of Prime Publishing Labs.

7. Defendant John Doe Defendants 1-5 and Jane Doe Defendants 1-5 are unknown individuals and entities who participated in the fraudulent scheme described herein. Their true identities are currently unknown but will be substituted upon discovery.

III. STATEMENT OF FACTS

8. Plaintiff is an experienced author who has self-published and marketed dozens of books. Seeking to expand his audience, Plaintiff engaged Prime Publishing Labs to assist with marketing, distribution, and investment services. Plaintiff fully performed his obligations under each agreement with Defendants.

9. On or about November 29, 2024, Plaintiff entered into a written Service Contract with Prime Publishing Labs. Under the agreement, Prime Publishing Labs promised to design and implement a marketing campaign for Plaintiff's works, including social-media setup, engagement, banner design, development of a custom website, search-engine optimization, and related promotional services. Plaintiff paid Defendants \$3,000 for these services. The Service Contract did not involve printing or royalty payments; nonetheless, Defendants later used this agreement to justify withholding Plaintiff's royalties and demanding additional fees.

10. On or about January 13, 2025, Plaintiff entered into an Investment Opportunity Agreement with Prime Publishing Labs. In this agreement, Defendants invited Plaintiff to invest \$10,000 to fund the printing of physical copies of Plaintiff's books for placement on library shelves throughout the United States. The agreement represented that each copy would cost \$5 to print and would be sold at an average price of \$15. Defendants expressly guaranteed that Plaintiff would receive a 200 percent return on his investment (i.e., \$20,000 profit) within ninety (90) days regardless of sales volume. Plaintiff wired \$10,000 to Digi Sol LLC, a purported subsidiary of Prime Publishing Labs, in reliance on Defendants' promises.

11. On or about March 28, 2025, Plaintiff was offered a Distribution Agreement with Prime Publishing Labs for 750 printed copies of his book *\*Its A Disaster!\** The agreement set the printing cost at \$4 per copy (totaling \$3,000) and the purchase price at \$15 per copy, promising Plaintiff payment of \$11,250 upon delivery to high-traffic airport retail locations. Because Defendants were already overdue on royalty payments owed under the November 29, 2024 Service Contract and the January 13, 2025 Investment Opportunity Agreement, Plaintiff declined to pay the \$3,000 printing cost for this Distribution Agreement until Defendants cured their prior breaches. Defendants therefore never delivered printed copies of *\*Its A Disaster!\** and continued to withhold payments owed to Plaintiff.

12. Plaintiff fully performed under all agreements. When payments were due, Byrne refused to remit the promised returns. On April 8, 2025, Byrne emailed Plaintiff stating that Prime Publishing Labs had received \$10,000 in profits on Plaintiff's behalf but could not release the funds until Plaintiff first paid a "17.3 percent taxation fee." Byrne calculated this fee at \$1,730 and represented that the Internal Revenue Service ("IRS") required payment in advance.

13. On April 22, 2025, Byrne emailed Plaintiff a letter purportedly from the IRS stating that a \$20,000 capital-gains transaction had been reported under Plaintiff's name and that a 17.3 percent tax (\$3,460) must be paid immediately. Plaintiff investigated and determined that the letter was fraudulent. Nevertheless, Defendants refused to release Plaintiff's royalties or investment returns unless he wired the claimed taxes to them.

14. Defendants continued to solicit additional fees and threatened that Plaintiff's royalties would be forfeited unless he paid the fictitious taxes. Defendants withheld royalty payments without justification.

15. Despite repeated assurances, Defendants have never provided Plaintiff with royalty statements, case numbers, or the promised profits. Defendants continue to distribute Plaintiff's books through online retailers without Plaintiff's permission or compensation. Plaintiff estimates that Defendants have withheld at least \$52,000 in royalties, investment returns, and other funds owed to him. Four of Plaintiff's books have been infringed and distributed without authorization, and Defendants' actions have caused Plaintiff severe emotional distress, reputational damage, and lost business opportunities.

IV. CAUSES OF ACTION

COUNT I - FRAUD AND FRAUDULENT INDUCEMENT

16. Plaintiff realleges paragraphs 1 through 15. Defendants knowingly made false statements of material fact—including guarantees of profitability, claims that taxes were due to the IRS, and assertions that case ID numbers and registrations were required—with the intent to deceive Plaintiff and to induce Plaintiff to pay money. Plaintiff reasonably relied on these misrepresentations and suffered damages exceeding \$52,000. Federal Rule of Civil Procedure 9(b) requires fraud to be pled with particularity; Plaintiff has identified the "who, what, when, where, and how" of the fraud.

COUNT II - UNJUST ENRICHMENT

17. Plaintiff realleges paragraphs 1 through 15. Defendants obtained money from Plaintiff through false representations and have retained those funds without providing the promised services. Under Alabama law, it would be inequitable for Defendants to retain the benefits of Plaintiff's payments, so restitution is warranted.

COUNT III - VIOLATION OF THE ALABAMA DECEPTIVE TRADE PRACTICES ACT (ALA. CODE § 8-19-5)

18. Plaintiff realleges paragraphs 1 through 15. Defendants engaged in false, misleading, and deceptive acts and practices by falsely representing affiliation with Amazon, guaranteeing profits they could not deliver, soliciting "taxes" under false pretenses, and failing to honor refund policies. These acts constitute deceptive trade practices under Ala. Code § 8-19-5.

COUNT IV - COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 106, 501, 504)

19. Plaintiff realleges paragraphs 1 through 15. Defendants have distributed Plaintiff's books without authorization and have failed to account for royalties. Defendants' conduct violates the exclusive rights granted to Plaintiff under 17 U.S.C. § 106. Pursuant to 17 U.S.C. § 504(c), Plaintiff may elect statutory damages ranging from \$750 to \$30,000 per infringed work and, for willful infringement, up to \$150,000 per work.

COUNT V - CONVERSION

20. Plaintiff realleges paragraphs 1 through 15. Under Alabama law, conversion is "a wrongful taking, an illegal assertion of ownership, an illegal use or misuse of another's property, or a wrongful detention or interference with another's property." *Drennen Land & Timber Co. v. Privett*\*, 643 So. 2d 1347, 1349 (Ala. 1994). Defendants wrongfully withheld Plaintiff's royalties and investment returns, asserted ownership over Plaintiff's intellectual property, and misused his works for their own profit. As a result, Plaintiff

has suffered damages and is entitled to recovery.

**COUNT VI - BREACH OF CONTRACT**

21. Plaintiff realleges paragraphs 1 through 15. The elements of a breach-of-contract claim under Alabama law are: (1) the existence of a valid contract binding the parties; (2) the plaintiff's performance; (3) the defendant's nonperformance; and (4) resulting damages. \*State Farm Fire & Casualty Co. v. Slade\*, 747 So. 2d 293, 303 (Ala. 1999). Plaintiff and Defendants entered into valid contracts, Plaintiff performed, Defendants failed to pay the agreed-upon returns, and Plaintiff was damaged. Therefore, Defendants breached the contracts.

**COUNT VII - TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS**

22. Plaintiff realleges paragraphs 1 through 15. To prevail on a tortious-interference claim, a plaintiff must show: (1) the existence of a contract or business relation; (2) the defendant's knowledge of that contract or relation; (3) intentional interference by the defendant; (4) the absence of justification; and (5) damage to the plaintiff. \*White Sands Group, L.L.C. v. PRS II, L.L.C.\*, 32 So. 3d 5, 14 (Ala. 2009) (adopting the five-element test originally set forth in \*Gross v. Lowder Realty Better Homes & Gardens\*, 494 So. 2d 590 (Ala. 1986)). Defendants interfered with Plaintiff's contractual relationships by misrepresenting requirements for royalty payments and threatening to forfeit contracts unless additional payments were made.

**COUNT VIII - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS ("OUTRAGE")**

23. Plaintiff realleges paragraphs 1 through 15. Alabama recognizes the tort of outrage when the defendant's conduct is so "extreme and outrageous" that it goes "beyond all possible bounds of decency" and causes severe emotional distress. \*American Road Service Co. v. Inmon\*, 394 So. 2d 361, 365 (Ala. 1980). Defendants' conduct—fabricating IRS notices, demanding fictitious taxes, withholding Plaintiff's livelihood, and continuing to market his books without authorization—was intentional, outrageous, and caused Plaintiff significant distress. Plaintiff seeks damages for mental anguish.

**COUNT IX - PROMISSORY ESTOPPEL**

24. Plaintiff realleges paragraphs 1 through 15. Under Alabama law, a promise is enforceable under the doctrine of promissory estoppel where the promisor should reasonably expect the promise to induce action or forbearance, the promise does induce reliance, and injustice can be avoided only by enforcing the promise. See \*Restatement (Second) of Contracts\* § 90; \*Wyatt v. BellSouth, Inc.\*, 18 F. Supp. 2d 1324, 1328 (M.D. Ala. 1998) (applying § 90). Defendants promised Plaintiff guaranteed profits and distribution of his books, knowing that he would rely on those promises; Plaintiff relied by paying Defendants and providing his works; and justice requires enforcement of those promises.

**COUNT X - CIVIL RICO (18 U.S.C. § 1962(c))**

25. Plaintiff realleges paragraphs 1 through 15. Defendants and the unknown Doe defendants formed an "enterprise" that engaged in a pattern of racketeering activity by repeatedly using interstate wires and emails to solicit payments under false pretenses. Each wire or email demanding payment constitutes a predicate act of wire fraud under 18 U.S.C. § 1343. Because Defendants engaged in at least two such acts within ten years, they have committed a pattern of racketeering

activity. See *H.J. Inc. v. Northwestern Bell Telephone Co.*, 492 U.S. 229, 239 (1989) (defining "pattern of racketeering activity"). As a direct result, Plaintiff suffered injuries to his business and property. Under 18 U.S.C. § 1964(c), Plaintiff is entitled to treble damages and attorney's fees.

COUNT XI - RICO CONSPIRACY (18 U.S.C. § 1962(d))

26. Plaintiff realleges paragraphs 1 through 15. Defendants and the Doe defendants conspired to violate § 1962(c). A person can be liable for RICO conspiracy by agreeing to facilitate the racketeering enterprise even if he does not personally commit the predicate acts. See *Beck v. Prupis*, 529 U.S. 494, 503-04 (2000). Defendants agreed and intended that the enterprise's objective—defrauding authors through repeated wire fraud and copyright infringement—would be achieved. Plaintiff is entitled to the relief provided in 18 U.S.C. § 1964.

COUNT XII - DECLARATORY JUDGMENT (UNENFORCEABILITY OF ARBITRATION CLAUSE)

27. Plaintiff realleges paragraphs 1 through 15. Defendants' form agreements purport to contain arbitration provisions. However, Plaintiff was induced to sign the agreements by fraud directed at the arbitration provisions themselves, including concealment of the arbitration clauses and misrepresentation of their scope. Under the Federal Arbitration Act ("FAA") and Alabama law, a court must decide whether the parties manifested assent to an arbitration clause when fraud in the factum is alleged. See *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 402-04 (1967) (distinguishing between fraud in the inducement of the contract generally and fraud in the inducement of the arbitration clause); *Rollins, Inc. v. Foster*, 991 So. 2d 1224, 1229 (Ala. 2008) (holding that fraud in the factum makes a contract void). Because Defendants procured Plaintiff's signature by misrepresenting the nature of the contracts and the presence of arbitration clauses, no valid agreement to arbitrate was formed. Alternatively, any arbitration clause is unconscionable under Alabama law. Courts consider the absence of meaningful choice, unreasonably favorable terms, unequal bargaining power, and oppressive or one-sided provisions in determining unconscionability. See *Layne v. Garner*, 612 So. 2d 404, 408 (Ala. 1992). The arbitration provisions here were buried in fine print, presented on a take-it-or-leave-it basis, and allow Defendants to change forum at will. Plaintiff seeks a declaratory judgment that the arbitration clauses are void and unenforceable.

V. LEGAL VIOLATIONS SUPPORTED BY EVIDENCE

28. The factual allegations above establish multiple legal violations:

- **Fraudulent inducement.** Defendants guaranteed a 200 percent return, demanded fictitious taxes, and misrepresented legal requirements to extract payments from Plaintiff. These misrepresentations constitute actionable fraud under Alabama law.
- **Wire fraud and mail fraud.** Defendants used emails, wire transfers, and fake IRS letters to solicit money. Each solicitation constitutes a predicate act under 18 U.S.C. §§ 1341 and 1343.
- **RICO violations.** Defendants' repeated fraudulent emails and wire transfers form a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961. The enterprise's purpose was to defraud authors and appropriate their intellectual

property; the same conduct supports a RICO conspiracy claim under § 1962(d).

- **\*\*Copyright infringement.\*\*** Defendants continued to market and distribute Plaintiff's books without authorization. Under the Copyright Act, each unauthorized distribution violates 17 U.S.C. §§ 106 and 501 and exposes Defendants to statutory damages under § 504(c).
- **\*\*Conversion and civil theft.\*\*** Defendants wrongfully took and withheld Plaintiff's property, including royalties and investment returns; such conduct constitutes conversion under Alabama law.
- **\*\*Tortious interference.\*\*** Defendants' conduct interfered with Plaintiff's contractual relationships and business expectancies without justification.
- **\*\*Intentional infliction of emotional distress.\*\*** The outrageousness of Defendants' conduct—fabricating IRS letters, threatening forfeiture of royalties, and exploiting Plaintiff's livelihood—exceeds all possible bounds of decency and warrants recovery for severe emotional distress.
- **\*\*Promissory estoppel.\*\*** Defendants made clear promises of guaranteed returns and performance knowing that Plaintiff would rely upon them; injustice can be avoided only by enforcing those promises. See *Restatement (Second) of Contracts* § 90.

#### VI. EXHIBITS

29. Plaintiff attaches the following exhibits (filed separately):

- \*Exhibit A\* - Service Contract dated Nov. 29, 2024 (3 pages).
- \*Exhibit B\* - Investment Opportunity Agreement dated Jan. 13, 2025 (2 pages).
- \*Exhibit C\* - Distribution Agreement dated Mar. 28, 2025 (2 pages).
- \*Exhibit D\* - Wire transfer receipts and bank confirmations.
- \*Exhibit E\* - Email correspondence between Plaintiff and Byrne showing fraudulent demands for taxes and royalties.
- \*Exhibit F\* - Fraudulent IRS letter dated Apr. 22, 2025.
- \*Exhibit G\* - Notice letters to state attorneys general, FTC, and IC3.

#### VII. NOTICE TO REGULATORY AUTHORITIES AND DEFENDANTS

30. Prior to filing this action, Plaintiff filed formal complaints with the Office of the Alabama Attorney General, the Office of the New York Attorney General, the Federal Trade Commission, the Internet Crime Complaint Center (IC3), and his financial institution regarding Defendants' fraudulent and deceptive practices. Plaintiff also notified Defendants of these filings and his intent to pursue legal remedies. Defendants nevertheless continued their unlawful conduct, which supports Plaintiff's request for injunctive relief.

#### VIII. PRAYER FOR RELIEF

31. WHEREFORE, Plaintiff respectfully requests that the Court:

A. Enter judgment in favor of Plaintiff on all claims;

B. Award compensatory damages in an amount not less than \$52,000 for losses and out-of-pocket payments;

C. Award statutory damages under 17 U.S.C. § 504(c) for four willfully infringed works (up to \$150,000 per work), totaling up to \$600,000;

D. Award treble damages under 18 U.S.C. § 1964(c) in the amount of at least \$156,000;

E. Award punitive damages in the amount of \$150,000 or such other amount as the jury deems appropriate to deter and punish Defendants' misconduct;

F. Award damages of \$100,000 for intentional infliction of emotional distress;

G. Award \$10,000 in damages for tortious interference;

H. Award \$52,000 in damages for conversion and civil theft;

I. Award \$10,000 for breach of contract and unjust enrichment;

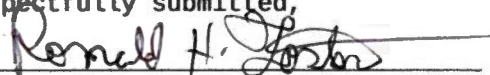
J. Award Plaintiff his costs of suit, pre- and post-judgment interest, and reasonable attorney's fees should counsel be retained;

K. Grant preliminary and permanent injunctive relief requiring Defendants to cease distributing Plaintiff's works without authorization, to place disputed funds in escrow, and to account for all revenues derived from Plaintiff's books;

L. Declare any arbitration provisions in Defendants' contracts void and unenforceable;

M. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

  
\_\_\_\_\_  
Ronald H. Foster, Pro Se



Date: August 5 2025