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UNION CO., C.S.C.

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IN THE SUPERIOR COURT OF UNION COUNTY, NORTH CAROLINA

Trenton Rogers Garmon,  
Plaintiff,

v.

Charlotte Social 360 LLC,  
and  
Thomas L. Clark Jr.,  
Defendants.

Case Number

18CV501915

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**COMPLAINT**

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Comes now Plaintiff and does hereby file this Complaint against the Defendants pleading for relief based upon the following, *to wit*:

**Parties**

1. Plaintiff Trenton Garmon is a dual resident of Alabama and Florida with an active Alabama State Bar license and will be acting as *pro se* counsel. He is over the age of 19 and maintains a residence at 75 Arling Place, Gadsden, Alabama 35901. He does herein submit himself to the jurisdiction of this North Carolina Court.
2. Based upon information and belief, Defendant Thomas L. Clark Jr. (hereinafter Defendant Clark) is the founder and owner of Charlotte Social 360 LLC digital marketing agency with a principal place of business at 8705 Goose Pond Cove Waxhaw, NC 28173.
3. Based upon information and belief, Defendant Charlotte Social 360 LLC, (hereinafter CS360) is a North Carolina limited liability corporation with a principal place of business at 8705 Goose Pond Cove Waxhaw, NC 28173.

**Jurisdiction & Venue**

4. Jurisdiction and Venue are proper in Union County, North Carolina given Defendant Clark is domiciled in Union County.
5. Charlotte Social 360, of which Defendant Clark is both Chief Executive Officer and Director, is registered with the North Carolina Secretary of State at 8705 Goose Pond

Cove Waxhaw, NC 28173 in Union City County. This also appears to be the residence of Defendant Clark.

6. The business related phone calls referenced in this complaint were for the purposes of promoting the business at this address and indicated as made from said North Carolina address.
7. A bailment of three-thousand dollars (\$3,000) was made electronically pending the terms of the agreement being negotiated. Said payment is believed to have been received and/or acted upon by Defendant Clark his home and business address.
8. Moreover, Defendant Clark regularly does business in the state of North Carolina and promotes himself and his business online as being operating out of North Carolina.

#### **Factual Background**

9. The Defendant business holds itself out as conducting Online Reputation Management company and offers said services by way of a contract in exchange for consideration.
10. The Plaintiff served and continues to serve as legal counsel in a high-profile case that involves a political figure. Based upon two (2) nationally televised interviews a firestorm of "trolling" occurred which included malicious online attacks to his personal social media accounts and the drafting and posting of attack articles regarding the Plaintiff.
11. The Plaintiff, upon google.com search and posting a listing on bark.com, discovered and inquired as to the services of the Defendants. The Defendants responded and solicited the potential business. During the solicitations of the Plaintiff, Defendant Clark made no less than three (3) material misrepresentations all of which are confirmed in writing.
12. It is believed these misrepresentations can also be confirmed through a third-party witness believed to be living in California who serves as an independent contractor for the Defendants.
13. On November 21, 2017 at 2:48 pm Defendant Clark emailed Plaintiff a proposal stating he would call Plaintiff to review the proposal. And on November 29, 2017 at 5:00pm Defendant further acted to solicit the business of and defraud the Plaintiff asking, "Are you available at 5:30 EST for the call?"

14. During that phone call and others, the Defendant Clark made material misrepresentations some of which were inconsistent with what was later provided via a written proposal Defendant Clark sent to Plaintiff.
15. Plaintiff detrimentally relied on the information from the phone conversation.
16. Plaintiff electronically paid three thousand dollars (\$3,000) using PayPal relying upon the promises made in the phone conversation.
17. In the phone conversation and in an electronic correspondent, Defendant claimed that all negative posts would be pushed beyond "page 20" on Google's search page.
18. During this phone conversation Defendant claimed that links to attack articles about Plaintiff would be undone on the "dark web".
19. Additionally Defendant claimed that he had 37 social media workers who would find attack posts on Facebook, Twitter and Instagram and create positive truthful posts in response to each negative attack.
20. Defendant Clark then coordinated a conference call with a man named, "Mason", who Clark said would be doing the online work. Mason indicated in the phone call that "pushing all negative posts beyond page 20" was "impossible" and that he could not unlink all attack ads on the "dark web".
21. Plaintiff indicated in that conference telephone conversation with Defendant Clark and a man named "Mason" that what was now being discussed was fundamentally and materially different than what was represented in the prior telephone conversation with Defendant Clark.
22. Plaintiff then refused in writing to sign the proposed agreement and requested in writing a refund of the three-thousand (\$3,000) bailment.
23. Because Defendant could not deliver the terms he represented over the phone and had in fact made material misrepresentations, Plaintiff requested a full refund during a phone conversation and followed-up with an email on December 4, 2017 8:46 pm requesting said refund.
24. Defendant has yet to refund Plaintiff the three thousand dollar (\$3,000) payment.  
Plaintiff even requested the refund via PayPal and the Defendant refused without stating

any grounds, but rather continuing to request the Plaintiff engage in the contract with the Defendant notwithstanding the misrepresentations.

### **Count One- Fraud**

25. Plaintiff realleges each and every allegation in the preceding paragraphs of the complaint as though fully set forth herein.
26. Defendant Clark and thereby acting on behalf of Defendant Charlotte Social 360 committed Fraud.
27. Fraud is a knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment. Fraud includes any intentional or deliberate act to deprive another of property or money by guile, deception, or other unfair means.
28. Defendant Clark knowingly misrepresented the services his company could provide in an attempt to induce payment from Plaintiff. Defendant Clark did so during his phone conversation with Plaintiff and has acknowledged part of the misrepresentations by later attempting to retract his statement as not being "literal".
29. Defendant Clark specifically said his company could push all negative content past page 20 on search engines. When "Mason", the expert in California, engaged with the Plaintiff and Defendant Clark in a conference call he said that this was impossible. Defendant Clark later attempted to retract said statement. He alleged that did not "literally mean" the negative content would be pushed past "page 20". Defendant Clark also misrepresented that all negative articles could be unlinked on the "dark web" which Mason said was impossible. And Defendant Clark made a material misrepresentation that had 37 social media managers who would create positive responsive posts to any attack on social media.
30. Mr. Clark intentionally concealed material facts of the proposal to get the Plaintiff to pay him for services that he either did not or could not render.
31. The three thousand dollars (\$3,000) Plaintiff transferred to Defendant was to be credited towards payment for defendants services as represented following a signed agreement. However the services promised within the phone conversation were never rendered and were unable to be rendered. Additionally there was never a written signed agreement

between the parties given Plaintiff refused to sign the agreement upon discovering the fraud.

### **Count Two- Detrimental Reliance**

32. Plaintiff realleges each and every allegation in the preceding paragraphs of the complaint as though fully set forth herein..
33. There was no implied-in-fact contract because the terms of the oral agreement were never met and in fact were not able to be fulfilled.
34. Plaintiff transferred three thousand dollars (\$3,000) upon the reliance of Defendants oral promises during their phone conversation on November 29th, 2017.
35. Plaintiff was detrimented by reliance upon the promises of the Defendant Clark and is entitled to compensation for said damages.

### **Count Three- Unjust Enrichment**

36. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the complaint as though fully set forth herein.
37. Unjust enrichment is benefit retention with no consideration of return where it can be reasonably expected. It is money obtained that is not a gift, that the beneficiary needs to make restitution for.
38. On or before December 4th Plaintiff sent Defendant an email both requesting a refund and discussing a previous conversation about a requested refund.
39. Plaintiff stated that they had not entered into an agreement.
40. Plaintiff also referenced the Defendants claim that he could not deliver the terms he represented literally.
41. Defendant has not returned the three thousand dollars (\$3,000) and has therefore unjustly enriched himself.

### **Count Four - Negligence**

42. Plaintiff repeats and realleges the allegations in the preceding paragraphs of the complaint as though fully set forth herein.

43. Defendant has a duty to be truthful, honest and forthright in his dealings. Defendant breached said duty by negligently representing services which in fact could not be performed.
44. Plaintiff was damaged due to the negligent business practices of the Defendants and is entitled to compensation.

WHEREFORE Plaintiff demands judgment against the Defendant in an amount to be determined by a fact-finder. Notwithstanding such, Plaintiff does demand no less than (I) three-thousand (\$3,000) in compensatory damages and (II) ninety-thousand dollars (\$90,000) in punitive damages.

Said punitive damages will act as a deterrent to the Defendants so as to lessen the likelihood of the same conduct reoccurring and act to punish the Defendants for their illegal actions. Plaintiff also demands (III) any other legal or equitable relief to which he may be entitled. Respectfully submitted this the 25th day of May, 2018.

  
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