

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

AUSTIN FRANCO
410 Stewart Avenue,
Ithaca, New York 14850

Plaintiff,

v.

ACCURACY IN MEDIA, INC.
1717 K Street, NW Suite 900,
Washington, D.C. 20006

ADAM GUILLETTE
1717 K Street, NW Suite 900,
Washington, D.C. 20006

JANE DOE a/k/a HOPE PARKER
1717 K Street, NW Suite 900,
Washington, D.C. 20006

Defendants.

Case No: 2026-CAB-006289

COMPLAINT FOR MONETARY DAMAGES

PRELIMINARY STATEMENT

1. Plaintiff Austin Franco seeks monetary damages from the Defendants for multiple violations of the District of Columbia's Consumer Protection Procedures Act ("CPPA" or "the Act") arising out of their impersonation of another non-profit.

2. As will be shown in the paragraphs below, the Defendants' conduct manifests the exact sort of predatory practices the drafters of the CPPA intended to root out.

NATURE OF THE ACTION

3. This is a civil action under D.C. Code § 28-3905(k)(1), which creates a private remedy for violations of the CPPA.

4. At all times relevant to this Complaint, the Defendant organization directed its operation from its District of Columbia office.

5. Mr. Franco was a consumer as defined in § 28-3901(a)(2)(A) of the Act because he was in demand for the services offered.

6. The Defendants held themselves out to be merchants as defined in § 28-3901(a)(3)(A) of the Act because they explicitly offered services.

PARTIES

7. Plaintiff Mr. Austin Franco, a 19-year-old rising junior enrolled at Cornell University, became the subject of national controversy because he declined to accept an employment offer from a startup tech company owned by Jewish persons.

8. Accuracy in Media ("AIM") is a 501(c)(3) non-profit incorporated in Washington, D.C. While founded to encourage unbiased news reporting, the organization now focuses a substantial portion of its resources to hidden camera interviews in the style of Project Veritas.

9. Adam Guillette ("Mr. Guillette") is the president of AIM and has been in this position since 2019. Under his leadership, the organization pivoted to campaigns such as driving electronic billboard trucks through college campuses denigrating particular students for their political views.

10. Jane Doe, also known as Hope Parker ("Ms. Parker"), upon information and belief, is an employee of AIM, signed the letter in controversy in this Complaint, and acted under the direction of Mr. Guillette and AIM.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this civil CPPA action pursuant to D.C. Code § 11-921.

12. This Court has jurisdiction over Defendants pursuant to D.C. Code §§ 13-422 and 13-423.

13. Mr. Franco may bring a claim in this Court as a New York Resident because D.C. Code § 28-3905(k)(2) explicitly guarantees him a forum, and Defendants' conduct was planned, discussed, executed, and directed from its office in the District of Columbia.

FACTUAL BACKGROUND

I. Mr. Austin Franco Enters the Public Eye

14. Mr. Franco applied for a summer job with a tech startup called VrfyID on the job hiring platform Handshake. Upon further contemplation, he decided the job was not the right fit.

15. After three separate solicitations by the leadership of VrfyID on May 29, June 5, and June 7, 2026, Mr. Franco politely declined the tech startup's offer. Motivated in part by recent events in Gaza, he cited the startup's founders' Jewish background as his reason in accordance with his right of non-association.

16. Gabe Einhorn, the founder of VrfyID posted a screenshot of Mr. Franco's response with the latter's name redacted but his university affiliation still visible. Internet users quickly set about doxing Mr. Franco's identity to the public online.

17. Following the revelation of his identity online by actors hostile to his rights of non-association, Mr. Franco became the target of an onslaught of harassment campaigns to destroy his livelihood, educational opportunities, and social standing.

18. Notable participants with significant power and influence in this campaign include Joe Lonsdale, founder of Palantir, and Leo Terrell, a senior official with the Department of Justice. Mr. Terrell went so far as to call on the public to make Mr. Franco "permanently unemployable."

II. Mr. Franco Receives a Letter from an Entity Claiming to be Justice in the Classroom, but Actually Originating with D.C. Non-profit Accuracy in Media.

19. Amid the turmoil of his rise to notoriety, Mr. Franco received a letter in the mail at his parents' address in Virginia dated June 22, 2026.

20. The letter claimed to be from a non-profit called Justice in the Classroom ("JIC"). The document displayed the letterhead and logo of JIC and reiterated its origin in the signature block.

21. Also contained in the envelope was a business card bearing JIC's logo and an email address with JIC's domain name. Both the card and the letter bore the name Hope Parker as the point of contact. Both sources listed her as a partnership coordinator for JIC.

22. At the bottom of the document, the letter listed an address at 1765 Duke Street, Alexandria, Virginia, a communal workspace.

23. The substance of the letter extended apologies to Mr. Franco for his treatment by the public and championed his right to free expression. Most cogently to Mr. Franco's causes of action, the letter explicitly offered services. The letter stated: "We offer grant funding, legal representation, public relations guidance, and other services that may be of use to you."

24. The letter acknowledged Mr. Franco's vulnerability and susceptibility by stating, "Your experience being harassed online for exercising free speech is vastly unjust and our team would like to offer assistance," and, "Our program coordinator in the beltway area would love to discuss our ability to support you through this challenging time."

25. In reliance on the support offered in the letter, Mr. Franco texted the number provided in the letter and the business card attributed to Ms. Parker to schedule a meeting. In these text conversations, Ms. Parker invited him to apply for a \$5,000 grant.

26. When the pair met on July 1, 2026 in Reston, Virginia, Ms. Parker used the meeting to surreptitiously record Mr. Franco while attempting to goad him into expressing controversial political opinions. Even after the meeting, Mr. Franco reached out again by text to see if the offered services were still on the table.

27. As it turned out, Ms. Parker was never authorized to offer and never intended to offer the services listed in the letter. She was, in fact, an employee of Accuracy in Media based in the District of Columbia. The secret video recording was used in an exposé of Mr. Franco by AIM that was posted online July 22, 2026.

28. Adam Guillette and his agents operating as AIM conspired to gain access to Mr. Franco by fraudulently offering much-needed services at a vulnerable point in his life. Defendants impersonated another legitimate non-profit to give their ruse an air of legitimacy to lure Mr. Franco into an ambush.

29. On July 23, the real JIC sent an email to its supporters warning that another entity was masquerading as Justice in the Classroom, "in an apparent effort to gain access to another individual." The email stated that no authorized member of JIC was involved in AIM's deception. The message continued, "We do not condone the unauthorized use of our name, identity, or mission for any purpose."

COUNT I: OFFERING SERVICES LACKING INHERENT QUALITIES

**(Source of Offering Services Lacking Inherent Qualities
under the CPPA, D.C. Code § 28-3904(a))**

30. Plaintiff realleges and incorporates by reference all the allegations set forth in paragraphs 1 through 29.

31. Under the CPPA, a merchant is in violation of § 28-3904(a) if it represents services as having qualities they do not have.

32. AIM explicitly offered services in the June 22 letter including grant funding, legal representation, public relations guidance, and, "other services."

33. AIM misrepresented the services offered in the June 22 letter as having qualities they did not have because the services offered did not exist in the first place.

34. Defendants' conduct violated § 28-3904(a) by using the representation of non-existent services to gain access to Mr. Franco.

COUNT II: MISREPRESENTATION OF AFFILIATION

(Source of Misrepresentation of Affiliation under the CPPA, D.C. Code § 28-3904(b))

35. Plaintiff realleges and incorporates by reference all the allegations set forth in paragraphs 1 through 29.

36. Under the CPPA, a merchant is in violation of § 28-3904(b) if it represents itself as having, "sponsorship, approval, status, affiliation, certification, or connection that the person does not have."

37. The letter signed by Hope Parker and directed by Adam Guillette misappropriated JIC's logo, letterhead, email domain name, website, and public reputation; representations Ms. Parker reiterated via text and in person to Mr. Franco.

38. By impersonating JIC, AIM and its agents misrepresented its affiliation by no fewer than three mediums and relied on Mr. Franco's belief in these representations to orchestrate their scheme.

39. As shown in the real JIC's email to its supporters on July 23, no authorization to use JIC's name, reputation, logo, or any other vestige of the organization was given to AIM. Further, JIC explicitly "do[es] not condone" the deception for its misuse of the public's goodwill toward itself.

COUNT III: OFFERING SERVICES WITH NO INTENT TO SELL AS OFFERED

**(Source of Offering Services with no Intent to Sell
as Offered under the CPPA, D.C. Code § 28-3904(h))**

40. Plaintiff realleges and incorporates by reference all the allegations set forth in paragraphs 1 through 29.

41. By offering services in the June 22 letter, AIM induced Mr. Franco to set up a meeting with Ms. Parker to discuss pursuing their offerings further.

42. Given that the meeting was merely pretextual to gain access to Mr. Franco for a surreptitious recording, AIM had no intent to provide them as offered.

43. When Mr. Franco reached out to Ms. Parker again on July 15 after the meeting to inquire about updates on the offered services, he received no reply. Instead, Mr. Franco found himself at the center of yet more online attention when AIM published their hidden camera recording of the meeting.

COUNT IV: PASSING OFF SERVICES AS THOSE OF ANOTHER

**(Source of Passing Off Services as those of Another
under the CPPA, D.C. Code § 28-3904(s))**

44. Plaintiff realleges and incorporates by reference all the allegations set forth in paragraphs 1 through 29.

45. By knowingly and intentionally using JIC's letterhead, logo, and reputation, AIM hijacked the former's offerings for its own gain.

46. AIM was under no authorization to use JIC's reputation, website, or images in its offering of services.

47. Instead, AIM fraudulently passed off its offer of services as those of JIC, causing Mr. Franco to agree to a meeting.

COUNT V: USING DECEPTIVE REPRESENTATIONS OF GEOGRAPHIC ORIGIN

(Source of Using Deceptive Representations of Geographic Origin under the CPPA, D.C. Code § 28-3904(t))

48. Plaintiff realleges and incorporates by reference all the allegations set forth in paragraphs 1 through 29.

49. The June 22 letter listed an Alexandria, Virginia address as its origin.

50. The use of an Alexandria, Virginia address was an explicit and deliberate misrepresentation of Defendants' true origins.

51. AIM hoped to engender a degree of comfortability in Mr. Franco who was then staying with his parents in the area.

52. Ms. Parker, Mr. Guillette, and AIM are all based in Washington, D.C., not Alexandria, Virginia.

PRAYER FOR RELIEF

WHEREFORE Plaintiff Mr. Austin Franco respectfully requests that the Court:

a) Award the Plaintiff the statutory minimum for each violation of the CPPA totaling \$7,500 in accordance with D.C. Code § 28-3905(k)(2)(A)(i);

b) Award the Plaintiff reasonable attorneys' fees and costs in accordance with D.C. Code § 28-3905(k)(2)(B);

c) Award the Plaintiff punitive damages in the amount of \$100,000 for the five violations of the CPPA in accordance with D.C. Code § 28-3905(k)(2)(C).

d) Grant such other relief as the Court may deem just and proper in accordance with D.C. Code § 28-3905(k)(2)(F).

Dated: September 7, 2026

Respectfully Submitted,

/s/ Glen Allen

Glen Allen (D.C. Bar No.1013290)
(glenallenlaw@protonmail.com)
5423 Springlake Way,
Baltimore, Maryland 21212
Telephone: 410-802-6453

Attorney for Plaintiff