IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware corporation, Plaintiff, v. CHRIS EMBRY, a New York resident d/b/a/ "amazonverifiedreviews.com;" JANE JOHN-NWANKWO, d/b/a "paidbookreviews.org;" and JOHN DOES 1 – 5 d/b/a "amazonreviewsstar.com," Defendants.	No. COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

COMPLAINT

Plaintiff, Amazon.com, Inc. ("Amazon") brings this action against defendants Chris Embry d/b/a/ "amazonverifiedreviews.com" ("Embry"), Jane John-Nwankwo d/b/a "paidbookreviews.org" ("John-Nwankwo") and John Does 1-5 d/b/a "amazonreviewsstar.com" (collectively, "Defendants") for injunctive relief and damages as follows.

I. SUMMARY

1. Each day, millions of consumers use Amazon's website to assist with their purchasing decisions. In order to make those decisions more informed, Amazon provides customer reviews of products and services available on Amazon.com. Amazon pioneered customer reviews 20 years ago and is now home to hundreds of millions of unique reviews. Reviews provide a forum for sharing authentic feedback about products and services – positive or negative. Amazon does not remove reviews because they are

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critical of products; Amazon believes all helpful information can inform its customers' buying decisions. Whether positive, negative, or anywhere in between, Amazon takes the credibility of its customer reviews very seriously.

2. A very small minority of sellers and manufacturers attempt to gain an unfair competitive advantage by creating false, misleading, and inauthentic customer reviews for their products on Amazon.com. While small in number, these reviews threaten to undermine the trust that customers, and the vast majority of sellers and manufacturers, place in Amazon, thereby tarnishing Amazon's brand. Amazon strictly prohibits any attempt to manipulate customer reviews and actively polices its website to remove false, misleading, and inauthentic reviews. Despite substantial efforts to stamp out the practice, a small number of bad actors continue to endeavor to supply inauthentic reviews for profit.

3. Defendants' businesses consist entirely of selling such reviews. Defendants have offered to create Amazon reviews guaranteeing a certain star rating and, in some cases, providing the text to be used by the reviewer.

4. For example, Defendant Embry's website offers sellers the ability to "Push your product towards the top!" using "verified" product reviews that will "help your product rank better in the internal search engine." Although his website claims that the reviews will be "honest" and "might not always be positive," in practice all the reviews are falsified. In one instance, Defendant Embry recruited reviewers on one "black hat" hacking website by promising free products plus compensation and stating that after

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ordering "I will send you the review to paste." Such actions typify bad actors engaged in selling fraudulent reviews.

5. Likewise, John Does 1-5 operate websites including <amazonreviewsstar.com>, <buyamazonreviews.info> and <reviewconnections.com>, at which they openly advertise the falsity of their reviews by referring to "Super helpful amazon reviews that I totally made up."

Furthermore, they highlight the unfair advantage of their services by claiming that "Simply buying Amazon reviews, you can beat your competition rather easily." They also promise "We will obviously also leave 4 and 5 star ratings on them, depending on your instructions."

Defendant John-Nwankwo operates the website <paidbookreviews.org>, which sells fake book reviews, and posts the following "Frequently Asked Questions:"

> **Why do I need Paid Book Reviews?**
> You need PaidBookReviews.org to advertise your book. Customers usually make up their minds to buy a book faster when they see reviews under the book. It gives them the impression that the book is selling so much to have some buyers come back to write reviews.
>
> **.Will the reviewer mention in the review that they were paid to review?**
> NO! The workers at PaidBookReview.org DO NOT state on the review that they were paid to write the review, ever! We maintain a high level of confidentiality.
>
> **Will the reviews all be positive?-**
> YES! Our team was set up to help writers advertise their book. So, all our reviews are positive and usually 4 or 5 stars unless the customer requests otherwise.

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6. These Defendants are engaging in conduct that violates Amazon's terms of use and is intended to deceive Amazon's customers.

7. This action is a continuation of Amazon's efforts to deter bad actors engaged in creating and purchasing fraudulent product reviews. In addition to the other relief sought, through this action Amazon will identify additional dishonest sellers and manufacturers who purchase fraudulent reviews and take enforcement action against them.

8. In this action, Amazon brings claims for violations of §§ 32 and 43 of the Lanham Act, 15 U.S.C. § 1114 (Trademark Infringement) and §1125(a) (False Designation of Origin, Unfair Competition/False Advertising); violations of the Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d); violations of the Washington Consumer Protection Act (RCW Ch. 19.86); and violations of Washington common law.

II. JURISDICTION AND VENUE

9. This Court has personal jurisdiction over Defendants, who have conducted business activities in and directed to Washington and are primary participants in tortious acts in and directed to Washington.

10. Venue is proper in this Court pursuant to RCW § 4.12.010 to .025 in that a substantial part of the events or omissions giving rise to the claims pled herein occurred in King County, Amazon seeks damages for personal injury or damage to personal property in King County, and its causes of action arose in King County.

III. THE PARTIES

11. Amazon is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon owns and operates the Amazon.com website, and

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equivalent international websites. Amazon has more than two hundred and fifty million active customers.

12. Upon information and belief, defendant Chris Embry is a resident of New York, and is the self-proclaimed CEO of the paid reviews service that was operated through the website <amazonverifiedreviews.com>.

13. Upon information and belief, defendant John-Nankwo is a resident of California, and is the owner and operator of the paid reviews service operated through the website <paidbookreviews.org>.

14. Amazon is unaware of the true names and capacities of defendants sued herein as John Does 1-5, and therefore sues these defendants by such fictitious names. Amazon will amend this complaint to allege their true names and capacities when ascertained. Amazon is informed and believes and therefore alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that Amazon's injuries as herein alleged were proximately caused by such defendants.

IV. THE AMAZON MARKS

15. The term "Amazon.com" is not only the name of plaintiff's company, but is also the most important and easily recognized identifier of the goods and services it offers. There is a close association among consumers between Amazon.com the business, the AMAZON.COM mark, and the products and services offered under the Amazon.com designation. For hundreds of millions of consumers, the names "Amazon" and "Amazon.com" have come to represent wide selection, fast delivery, everyday low pricing, outstanding customer service, and unsurpassed trust for Internet commerce. The AMAZON.COM mark is a well-known trademark on the Internet.

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16. Amazon annually spends time, money, and effort advertising and promoting the products and services on which its trademarks are used, and it sells billions of dollars' worth of these products and services, including in the state of Washington. Through these and other investments in its customers' trust, Amazon has developed a reputation for quality products and services.

17. Amazon is the owner of all rights in the service marks that are the subject of the following registrations (the "Amazon Marks"):

REGISTRATION NUMBER	**MARK**
No. 2,078,498	Amazon.com
No. 2,789,101	amazon.com
No. 2,696,140	amazon.com
No. 2,684,128	amazon.com
No. 2,951,941	
No. 3,911,425	a
No. 3,904,646	a
No. 4,067,393	a

18. Amazon has continuously used these trademarks to distinguish its products and services and has developed common law rights to the term AMAZON, its associated logos, and the Amazon Marks through Amazon's extensive use thereof.

19. Today, the Amazon Marks are well known by the general consuming public of the United States. Moreover, due to Amazon's advertisement and promotion of the Amazon Marks, consumers have come to recognize the Amazon Marks as a symbol of the trustworthiness of the products and services bearing the Amazon Marks, and further, associate the Amazon Marks solely with Amazon and its high quality goods and services.

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20. Through Amazon's advertisement and promotion and the high level of recognition by the general consuming public of the United States, the Amazon Marks are famous and became famous prior to Defendant's illegal acts. The Amazon marks are famous by virtue of their inherent distinctiveness and secondary meaning as a designation of the source of the trust that consumers can place in purchasing from Amazon and by their continuous use since Amazon's founding in 1995.

V. AMAZON'S PRODUCT REVIEW SYSTEM

21. Amazon encourages its customers to review products and services available on its websites. These reviews are made available on the detail pages of those products and services. Consumers rely on this customer feedback to make informed purchasing decisions. Customers trust that these reviews will be honest, helpful, and authentic.

22. Each product review is comprised of the reviewer's textual comments and a "star rating" that ranges from one star to five stars. Amazon compiles these product reviews, summarizes the compiled star ratings, and publishes those results alongside the advertised product for shoppers to see.

23. In order to review a product, an individual must be an Amazon customer and must have an Amazon account. As a result, each reviewer of a product has agreed to and is bound by the Conditions of Use of the Amazon site.

24. Amazon expressly prohibits paid reviews, as clearly stated in its Customer Review Creation Guidelines that are incorporated into its Conditions of Use:

> Paid Reviews - We do not permit reviews or votes on the helpfulness of reviews that are posted in exchange for compensation of any kind, including payment (whether in the form of money or gift certificates), bonus content, entry to a contest or sweepstakes, discounts on future purchases, extra product, or other gifts.

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25. Amazon takes the integrity of its customer reviews very seriously. Amazon has developed sophisticated technologies and protocols to detect and remove false, misleading, and inauthentic reviews from its website. Amazon scours its site for fake reviews, removes them when it finds them, and suspends sellers that post or purchase fake reviews.

VI. DEFENDANT'S ILLEGAL ACTS

26. Beginning at a time unknown to Amazon, but no later than November 2014, Embry obtained the domain name <amazonverifiedreviews.com>, at which he constructed and launched a website through which he operated his business of selling inauthentic customer reviews.

27. Embry's website claims that he offers "only a platform that links reviewers to business owners." In reality, however, Embry, for a fee, guarantees a certain review length will be posted along with a 4 or 5 star rating. Embry recruits and compensates Amazon customers who are willing to post these fraudulent reviews.

28. Beginning at a time unknown to Amazon, but no later than August 2013, John-Nankwo obtained the domain name <paidbookreviews.org>, at which she constructed and launched a website through which she operated her business of selling inauthentic customer reviews.

29. John-Nankwo's website expressly notes that she will arrange reviews for "4 or 5 stars" and that the reviewer will not mention that they were paid for the review. John-Nankwo claims to have more than 1200 reviewers who engage in this process.

30. Beginning at a time unknown to Amazon, the John Doe defendants obtained the domain names <amazonreviewsstar.com>, <buyamazonreviews.info> and <reviewconnections.com>, at which they constructed and launched websites through which they operated their business of selling inauthentic customer reviews.

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31. The John Doe defendants' websites guarantee 4 or 5 star reviews and openly advertise fraudulent reviews.

32. At all times, Defendants knew that Amazon's policies prohibited both paid reviews and fictional reviews, and knew and intended that their business of obtaining fraudulent reviews would improperly manipulate the published ranking of products listed for sale on Amazon. The result of these intentional efforts is the deception of Amazon's customers and unfair competition with sellers on Amazon's platform.

FIRST CLAIM FOR RELIEF
Trademark Infringement (Lanham Act, 15 U.S.C. § 1114)

33. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

34. The Amazon Marks are valid, protectable service marks that have been registered as marks on the principal register in the United States Patent and Trademark Office.

35. Amazon is the owner and registrant of the Amazon Marks.

36. Defendants have used the Amazon Marks in connection with the sale of their review selling business without Amazon's consent, in a manner that is likely to cause confusion, or to cause mistake, or to deceive.

37. Defendants' infringement of the Amazon Marks is willful.

38. Amazon has been and continues to be damaged by Defendants' infringement.

39. As a consequence of Defendants' infringement of the Amazon Marks, Amazon is entitled to an injunction, as set forth below, and an order of destruction of all of Defendants' infringing materials.

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40. As a consequence of Defendants' willful infringement, Amazon is entitled to recover from Defendants three times the amount of actual profits or damages, whichever is greater, as well Amazon's attorneys' fees incurred in connection with this action.

41. Because this is an exceptional case, Amazon is entitled to recover its attorneys' fees incurred in connection with this Action under 15 U.SC. § 1117(a).

SECOND CLAIM FOR RELIEF
Federal Unfair Competition (Lanham Act, 15 U.S.C. § 1125(a))

42. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

43. Amazon operates under and uses the trade names AMAZON and AMAZON.COM in connection with its services.

44. Defendants have made commercial use of the Amazon Marks and Amazon's trade names.

45. Defendants use has been done in a manner that is likely to cause confusion to or to cause mistake, or to deceive as to the affiliation, connection, or association of Amazon with Defendants, or as to the origin, sponsorship, or approval of Defendants' goods, services, or commercial activities.

46. Amazon has not consented to Defendants' use of the Amazon Marks or trade name.

47. Defendants' unauthorized use of the Amazon Marks and trade name was willful.

48. Defendants' acts constitute willful false statements in connection with products and/or services distributed in interstate commerce, in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

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49. Defendants' acts have caused irreparable injury to Amazon's goodwill and reputation. The injury to Amazon is and continues to be ongoing and irreparable. An award of monetary damages alone cannot fully compensate Amazon for its injuries and Amazon lacks an adequate remedy at law.

50. Amazon is entitled to an injunction against Defendants, as well as all other remedies available under the Lanham Act, including, but not limited to, compensatory damages, treble damages, disgorgement of profits, and costs and attorneys' fees.

THIRD CLAIM FOR RELIEF
Dilution of a Famous Mark (15 U.S.C. § 1125(c))

51. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

52. The Amazon Marks are famous trademarks within the meaning of the Anti-Dilution Act, 15 U.S.C. § 1125(c).

53. As a result of Defendants' use of the Amazon Marks to sell false reviews, over which Amazon has no control, the distinctive qualities of the Amazon Marks are being and will continue to be diluted.

54. Defendants' acts have diluted and will continue to result in the dilution of the distinctive nature and reputation of the Amazon Marks through blurring and/or tarnishment, in violation of 15 U.S.C. § 1125(c).

55. Defendants' willful and wrongful conduct constitutes a threat to the distinctiveness of the Amazon Marks that Amazon has expended great efforts to develop and maintain.

56. The distinctive nature of the Amazon Marks is valuable, and Amazon is suffering and will continue to suffer irreparable harm and blurring and/or tarnishment of the Amazon Marks if Defendants' wrongful conduct is allowed to continue.

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57. The dilution of the Amazon Marks will likely continue unless the Court orders injunctive relief against Defendants.

58. Amazon is entitled to an injunction against Defendants, as well as all other remedies available under the Lanham Act, including, but not limited to, compensatory damages, treble damages, disgorgement of profits, and costs and attorneys' fees.

FOURTH CLAIM FOR RELIEF
Cybersquatting (15 U.S.C. § 1125(d))

59. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

60. Defendants' registered domain names <amazonverifiedreviews.com>, <amazonreviewsstar.com>, and <buyamazonreviews.info> are confusingly similar to the Amazon Marks, which were distinctive at the time Defendants registered the infringing domain names and remain distinctive today.

61. Defendants' registered internet domain names dilute the Amazon Marks, which were famous at the time Defendants registered the infringing domain names and remain famous today.

62. Defendants have registered and used the infringing domain name with bad faith intent to profit from the Amazon Marks.

63. As a result of their wrongful conduct, Defendants are liable to Amazon for violation of the Anticybersquatting Consumer Protection Act.

64. Defendants' registration and use of the infringing domain names has caused and will continue to cause damage to Amazon in an amount to be proven at trial, and is causing irreparable harm to Amazon, for which there is no adequate remedy at law. Therefore, Amazon is entitled to injunctive relief.

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65. Amazon is entitled to recover Defendants' profits, actual damages and costs in an amount to be proven at trial or statutory damages of up to $100,000, treble damages, attorneys' fees and transfer of the infringing domain names to Amazon.

FIFTH CLAIM FOR RELIEF
Consumer Protection Act (R.C.W. Ch. 19.86)

66. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

67. Defendants have engaged in unfair and deceptive acts and practices occurring in trade or commerce in violation of the Washington Consumer Protection Act, R.C.W. Ch. 19.86.

68. Defendants' actions were injurious to the public interest. The acts were committed in the course of Defendants' business, and caused the public dissemination of false consumer reviews designed to deceive consumers using Amazon.com. Defendants' acts had the capacity to harm consumers and sellers on Amazon's platform.

69. Defendants' unfair and deceptive business practices have unjustly harmed Amazon and are causing Amazon to suffer damages.

70. Amazon is entitled to treble damages and attorneys fees, pursuant to R.C.W. 19.86.090.

71. As a result of such unfair and deceptive acts and practices, Amazon has also suffered irreparable injury and, unless Defendants are enjoined from such unfair competition, will continue to suffer irreparable injury, whereby Amazon has no adequate remedy at law.

SIXTH CLAIM FOR RELIEF
Intentional Interference with Contractual Relations

72. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

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73. Amazon maintains contracts with each user who submits a review to the Amazon website, as each such user agreed to the Amazon Conditions of Use.

74. Defendants have knowledge of these contracts and the contractual prohibitions against fake and paid reviews.

75. Defendants intended to disrupt and, with malice and through unfair means, did interfere with the performance of these contracts.

76. As a result of Defendants' actions, Amazon has been harmed.

77. Defendants' conduct was a substantial factor in causing Amazon harm.

SEVENTH CLAIM FOR RELIEF
Unjust Enrichment/Restitution

78. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

79. Defendants unjustly received benefits at Amazon's expense through his wrongful conduct, including his interference with Amazon's business relationships and other unfair business practices. Defendants continue to unjustly retain these benefits at Amazon's expense. It would be unjust for Defendants to retain any value they obtained as a result of their wrongful conduct.

80. Amazon is entitled to the establishment of a constructive trust consisting of the benefit conferred upon Defendants by the revenues derived from their wrongful conduct at Amazon's expense, and all profits derived from that wrongful conduct. Amazon is further entitled to full restitution of all amounts in which Defendants have been unjustly enriched at Amazon's expense.

EIGHTH CLAIM FOR RELIEF
Accounting

81. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

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82. Since at least 2014, Defendants have obtained business through unlawful conduct, as alleged in this Complaint.

83. Defendants have received money as a result of their misconduct, at Amazon's expense, at some or all such money is rightfully due to Amazon. Defendants have also induced contractual breaches by Amazon sellers and reviewers.

84. The identities of the users of Defendants' services, and amount of money due from Defendants to Amazon, cannot be ascertained without a full accounting of the Defendants' wrongful and unlawful conduct. Amazon is entitled, therefore, to a full accounting and records of Defendants' unlawful activities.

PRAYER FOR RELIEF

WHEREFORE, Amazon respectfully requests judgment as follows:

1. That the Court issue permanent and injunctive relief against Defendants and that Defendants, their officers, agents, representatives, servants, employees, attorneys, successors and assigns, and all others in active concert or participation with Defendants be enjoined and ordered to:

(a) Cease and desist using Amazon's trademarks;

(b) Cease and desist from accessing Amazon's services, and cease and desist from offering the sale of Amazon reviews;

(c) Provide information sufficient to identify each Amazon review created in exchange for payment, and the accounts and persons who paid for and created such reviews; and

(d) Assisting, aiding or abetting any other person or business entity in engaging or performing any of the activities referred to in subparagraphs (a) and (b) above.

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2. That the Court enter an Order declaring that Defendants hold in trust, as constructive trustees for the benefit of Amazon, their illegal profits gained from the sale of fake reviews, and requiring Defendants to provide Amazon with a full and complete accounting of all amounts obtained as a result of Defendants' illegal activities;

3. That the Court enter an Order instructing Defendants to pay Amazon's general, special, actual and statutory damages, including treble damages pursuant to R.C.W. Ch. 19.86;

4. That the Court Order the infringing domain names be transferred to Amazon;

5. That the Court Order Defendants to pay Amazon both the cost of this action and attorneys' fees incurred in prosecuting this action; and

6. That the Court grant Amazon such additional and further relief as is just and proper.

DATED this 22nd day of April, 2016.

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