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

AMAZON.COM, INC., a Delaware corporation,

Plaintiff,

v.

JAY GENTILE, a California resident d/b/a/ "buyazonreviews.com," and JOHN DOES 1-20 d/b/a "buyamazonreviews.com," "bayreviews.net," and "buyreviewsnow.com,"

Defendants.

No.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

COMPLAINT

Plaintiff, Amazon.com, Inc. ("Amazon") brings this action against defendant Jay Gentile d/b/a/ "buyazonreviews.com" and JOHN DOES 1-20 d/b/a "buyamazonreviews.com," "bayreviews.net," and "buyreviewsnow.com" ("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 publishes customer reviews of products and services available on Amazon.com. Amazon pioneered

1 customer reviews 20 years ago and is now home to hundreds of millions of unique
2 reviews. Reviews provide a forum for sharing authentic feedback about products and
3 services – positive or negative. Amazon does not remove reviews because they are
4 critical of products; Amazon believes all helpful information can inform its customers’
5 buying decisions. Whether positive, negative, or anywhere in between, Amazon takes the
6 credibility of its customer reviews very seriously.

7 2. A very small minority of sellers and manufacturers attempts to gain unfair
8 competitive advantages by creating false, misleading, and inauthentic customer reviews
9 for their products on Amazon.com. While small in number, these reviews threaten to
10 undermine the trust that customers, and the vast majority of sellers and manufacturers,
11 place in Amazon, thereby tarnishing Amazon’s brand. Amazon strictly prohibits any
12 attempt to manipulate customer reviews and actively polices its website to remove false,
13 misleading, and inauthentic reviews. Despite substantial efforts to stamp out the practice,
14 an unhealthy ecosystem is developing outside of Amazon to supply inauthentic reviews.
15 Defendants’ businesses consist entirely of selling such reviews.

16 3. For example, using Amazon’s trademarked logo and a confusingly similar
17 web address, buyazonreviews.com promises,

18 If you are looking for Amazon reviews, you came to the right place. With
19 our reviews you can ensure that you will get a high quality review which
20 is left by an actual person who has tried your product. We take pride in
21 offering some of the best Amazon reviews in the industry and all of our
reviewers are actual people that try your product and deliver high quality
optimized unbiased reviews.

22 The reality is far different. During conversations with a customer, defendant Gentile (the
23 “CEO and Marketing Specialist” of buyazonreviews.com) promised to provide as many
24 five-star reviews as the purchaser wanted, promised to “slow drip” them onto the product
25 pages so that Amazon would have a more difficult time detecting them, and suggested that

1 the purchaser “do a few verified¹ purchase reviews ... so as not to raise any eyebrows
2 with [A]mazon.” Gentile further explained that the reviewers at buyazonreviews.com do
3 not actually need to receive the products they are reviewing, and the purchaser could
4 simply ship empty packages in an effort to fool Amazon into believing the reviewer was a
5 “verified purchaser,” saying, “Note: You do not have to actually ship the item unless you
6 want to. We suggest that for tracking purposes is that you just ship out an empty box or
7 envelope, this will show [A]mazon that the item was actually shipped.” When a reviewer
8 working for buyazonreviews.com complained to the customer that she had not actually
9 received the product to review, Gentile promised to bring the reviewer in line: “All our
10 reviewers know of the process and I am not sure as to why she sent this to you but I will
11 ensure it does not happen in the future.” Other reviewers had no such qualms. As
12 promised, reviewers for buyazonreviews.com delivered glowing five-star reviews (as well
13 as one four-star review as requested by the customer) on a product they never received,
14 with misleading comments like the following:

15 **★★★★★ This has lit up my life**

16 By j9 on March 31, 2015

17 Verified Purchase

18 Review: I was kinda doubtful about the "electroluminescent technology" of this USB cable. That it
19 actually would work. But it actually did. Not only did the blue light function as they should, they
20 were clear and bright, plus they turned off when the charge was finished. It's rad. They should
21 make them in other colors too. Let's just say we're really impressed and are going to order a few
22 more...

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¹ When Amazon believes that a reviewer has in fact purchased through Amazon the product being reviewed,
it tags the review as a “Verified Purchase” to increase customers’ trust in the review.

1 **★★★★★ Cool charger**

2 By [Tiffany](#) on March 30, 2015

3 Verified Purchase

4 Bought this for my Galaxy phone and I have to say, this is a pretty cool USB cord! :) I like the lights in the cord as it puts off a cool glowing effect in my room at night and it makes it much easier to see, thanks for the great product!

5 **★★★★★ Definitely buying more.**

6 By [Krystal Willingham](#) on March 28, 2015

7 Verified Purchase

8 I was impressed with how bright the lights on the cable are. It works amazing and as described. I received earlier than expected so that made me very happy. So far is working like a charm and I can't wait to buy a few more.

9 **★★★★★ Spot It In the Crowd**

10 By [Heather-Joan Carls](#) on March 29, 2015

11 Verified Purchase

12 Such a cool product. I was so happy with how bright the lights on the cable are. It shipped super fast. The light shuts off when the charging is complete, so that's super helpful. I don't have to keep checking.

13 4. Similarly, the defendants at the unambiguously named
14 "buyamazonreviews.com" promise, "You can have unlimited 4 and 5 star reviews this
15 week." The defendants operating "bayreviews.net" use Amazon's logo to advertise "a
16 unique system that generates high quality 5 rating reviews to your Kindle eBook." And
17 the defendants at "buyreviewsnow.com" claim, "never has it been easier to get multiple 4
18 and 5 star reviews on your product page." Defendants are misleading Amazon's
19 customers and tarnishing Amazon's brand for their own profit and the profit of a handful
20 of dishonest sellers and manufacturers. Amazon is bringing this action to protect its
21 customers from this misconduct, by stopping Defendants and disrupting the marketplace
22 in which they participate.

23 5. In this action, Amazon brings claims for violations of §§ 32 and 43 of the
24 Lanham Act, 15 U.S.C. § 1114 (Trademark Infringement) and §1125(a) (False
25 Designation of Origin, Unfair Competition/False Advertising); violations of the

1 Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d); violations of the
2 Washington Consumer Protection Act (RCW Ch. 19.86); and violations of Washington
3 common law.

4 **II. JURISDICTION AND VENUE**

5 6. This Court has personal jurisdiction over Defendants, all of whom have
6 conducted business activities in and directed to Washington and are primary participants
7 in tortious acts in and directed to Washington.

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

12 **III. THE PARTIES**

13 8. Amazon is a Delaware corporation with its principal place of business in
14 Seattle, Washington. Amazon owns and operates the Amazon.com website, and
15 equivalent international websites. Amazon has more than two hundred and fifty million
16 active customers.

17 9. Upon information and belief, defendant Jay Gentile (“Gentile”) i, a resident
18 of California, is a self-proclaimed “Marketing Specialist,” and is CEO of the paid reviews
19 service operating through the website <buyazonreviews.com>.

20 10. Amazon is unaware of the true names and capacities of the defendants sued
21 herein as JOHN DOES 1-20, and therefore sues these defendants by such fictitious names.
22 Amazon will amend this complaint to allege their true names and capacities when
23 ascertained. Amazon is informed and believes and therefore alleges that each of the
24 fictitiously named defendants is responsible in some manner for the occurrences herein
25

1 alleged, and that Amazon’s injuries as herein alleged were proximately caused by such
2 defendants.








3 11. The John Doe defendants are the owners of the domain names
4 <buyamazonreviews.com>, <bayreviews.net>, and <buyreviewsnow.com> and are
5 operators of the associated websites operated at those domain names. Gentile and the
6 John Doe defendants are hereinafter referred to as “Defendants.”

7 **IV. THE AMAZON MARKS**

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

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

21 14. Amazon is the owner of all rights in the service marks that are the subject
22 of the following registrations (the “Amazon Marks”):
23
24
25

<u>REGISTRATION NUMBER</u>	<u>MARK</u>
1 No. 2,078,498	Amazon.com
2 No. 2,789,101	
3 No. 2,696,140	
4 No. 2,684,128	
5 No. 2,951,941	
6 No. 3,911,425	
7 No. 3,904,646	
8 No. 4,067,393	

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

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

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

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1 **V. AMAZON’S PRODUCT REVIEW SYSTEM**

2 18. Amazon encourages its customers to review products and services
3 available on its websites. Amazon publishes these reviews on the detail pages of the
4 products and services. Consumers rely on this customer feedback to make informed
5 purchasing decisions. Customers trust that these reviews will be honest, helpful, and
6 authentic.

7 19. Each product review is comprised of the reviewer’s textual comments and
8 a “star rating” that ranges from one star to five stars. Amazon compiles these product
9 reviews, summarizes the compiled star ratings, and publishes those results alongside the
10 advertised product for shoppers to see.

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

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

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

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

1 **VI. DEFENDANTS' ILLEGAL ACTS**

2 23. Beginning at a time unknown to Amazon, but no later than November
3 2014, Defendants obtained the domain names <buyazonreviews.com>,
4 <buyamazonreviews.com>, <bayreviews.net>, and <buyreviewsnow.com>. At each
5 domain name, they constructed and launched a website through which they operate their
6 business of selling inauthentic customer reviews.

7 24. In furtherance of their schemes, the John Doe Defendants have used a
8 variety of means to prevent Amazon from learning their true identities.

9 25. Defendants advertise that they can “ensure” high quality reviews for
10 products sold on Amazon, and offer reviews “for any type of product.” Defendants boldly
11 claim that they can supply “unlimited 4 and 5 star reviews this week.” Some of
12 Defendants’ websites allow an Amazon seller to write its own reviews, explaining “You
13 can either provide your own reviews or we can write them for you.” Some sites even
14 permit an Amazon seller to “look over the reviews before they are accepted.” The
15 Defendants operating “bayreviews.net” use Amazon’s logo to advertise “a unique system
16 that generates high quality 5 rating reviews to your Kindle eBook.” And the Defendants
17 at “buyreviewsnow.com” claim, “never has it been easier to get multiple 4 and 5 star
18 reviews on your product page.”

19 26. In an attempt to avoid Amazon’s detection systems, Defendants arrange for
20 fake reviews to be posted intermittently, through what they refer to as a “slow drip.”
21 Prices for Defendants’ reviews vary, but often range from \$19 to \$22 per review.

22 27. Although Defendants claim that the reviews will be “unbiased” and done
23 by “an actual person who has tried your product,” those claims generally are false.
24 Defendants knowingly arrange and sell false, misleading, and inauthentic reviews by
25 individuals who have never tried the product at issue.

1 28. Among the types of reviews published by Amazon are “verified reviews,”
2 in which Amazon verifies that the reviewer has purchased the item through Amazon.
3 Defendants offer to provide fake “verified reviews” for a premium charge, even though
4 the reviewer has not actually obtained the item. In order to avoid detection by Amazon,
5 Defendants permit (and even encourage) a party buying inauthentic reviews to send an
6 empty package to the reviewer in an effort to mislead Amazon into believing that a
7 product has actually been shipped and thereby calling the review “verified.” Indeed, one
8 of the review sites – buyazonreviews.com – even chastised a reviewer for complaining
9 about not receiving the product, admitting, “All our reviewers know of the process and I
10 am not sure as to why she sent this to you but I will ensure it does not happen in the
11 future.”

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

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

19 30. Amazon incorporates by reference the allegations of each of the proceeding
20 paragraphs as thought fully set forth herein.

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

24 32. Amazon is the owner and registrant of the Amazon Marks.
25

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

4 34. Defendants' infringement of the Amazon Marks is willful.

5 35. Amazon has been and continues to be damaged by Defendants'
6 infringement.

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

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

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

16 **SECOND CLAIM FOR RELIEF**

17 **Federal Unfair Competition (Lanham Act, 15 U.S.C. § 1125(a))**

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

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

22 41. Defendants have made commercial use of the Amazon Marks and
23 Amazon's trade names.

24 42. Defendants' use has been done in a manner that is likely to cause confusion
25 to or to cause mistake, or to deceive as to the affiliation, connection, or association of

1 Amazon with Defendants, or as to the origin, sponsorship, or approval of Defendants'
2 goods, services, or commercial activities.

3 43. Amazon has not consented to Defendants' use of the Amazon Marks or
4 trade name.

5 44. Defendants' unauthorized use of the Amazon Marks and trade name was
6 willful.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 57. Defendants' registered internet domain names "buyazonreviews.com" and
20 "buyamazonreviews.com" are identical to, or confusingly similar to, the Amazon Marks,
21 which were distinctive at the time Defendants registered the infringing domain names and
22 remain distinctive today.

23 58. Defendants' registered internet domain names "buyazonreviews.com" and
24 "buyamazonreviews.com" dilute the Amazon Marks, which were famous at the time
25 defendants registered the infringing domain names and remain famous today.

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

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

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8 **SIXTH CLAIM FOR RELIEF**
9 **Intentional Interference with Contractual Relations**

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

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

14 71. Defendants have knowledge of these contracts and the contractual
15 prohibitions against fake and paid reviews.

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

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

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

20 **SEVENTH CLAIM FOR RELIEF**
21 **Unjust Enrichment/Restitution**

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

24 76. Defendants unjustly received benefits at Amazon's expense through their
25 wrongful conduct, including their interference with Amazon's business relationships and
other unfair business practices. Defendants continue to unjustly retain these benefits at

1 Amazon's expense. It would be unjust for Defendants to retain any value they obtained as
2 a result of their wrongful conduct.

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

8 **EIGHTH CLAIM FOR RELIEF**
9 **Accounting**

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

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

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

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

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Amazon respectfully requests judgment as follows:

23 1. That the Court issue permanent and injunctive relief against Defendants
24 and that Defendants, their officers, agents, representatives, servants, employees, attorneys,
25

1 successors and assigns, and all others in active concert or participation with Defendants be
2 enjoined and ordered to:

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

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

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

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

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

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

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

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

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

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DATED this 8th day of April, 2015.

K&L GATES LLP

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